HSBC Online Banking Terms



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1. WHO'S THIS AGREEMENT BETWEEN?

You	Us (or We)
The person who has registered to use either of our online banking services: online banking or the mobile banking app	HSBC Bank Australia Limited (ABN 48 006 434 162) (AFSL/ Australian Credit Licence 232 595)

2. WHAT DO THESE TERMS COVER?

What's the online banking service?

When we talk about the online banking service we mean both online banking (being internet banking) and the mobile banking app.

These terms cover the use of the online banking service to access your accounts, related services and tools we make available (such as controls you set on how you want to use certain accounts).

3. HOW DO THESE TERMS FIT WITH YOUR OTHER AGREEMENTS WITH US?

These terms apply when you use our online banking service. These terms supplement the terms for your product which set out when you can do certain things through our online banking service. Please refer to the product terms (which also incorporate the Personal Banking Booklet) to understand what those are.

We explain in the table below where you can find some important information.

Where can I find the terms that a e relevant to my products/accounts?	These terms	Product terms	Personal Banking Booklet
Use of the online banking service to access your accounts and related services	1	×	X
Use of your products or accounts through the online banking service	X	1	1
What happens and who is responsible for unauthorised payments (if you can make payments from your account using the online banking service)	X	X	1
How you can make a complaint about your account or product or our online banking services	X	×	√
What country's courts and laws apply to this agreement and our dealings before you take this service	×	1	1

Additional terms apply to using our chat services through online banking. We also have an Acceptable Use Policy (see the Personal Banking Booklet) that sets out what you mustn't do when using our online environment.

4. THE ONLINE BANKING SERVICE

The online banking service allows you to bank online 24/7 using internet banking or our mobile banking app.

Where permitted by your product terms, you can do the following things through online banking:

- (a) view your accounts, balances, recent transactions and statements all in one place;
- (b) pay bills, move money between your accounts and send money to other accounts in either Australia or overseas (but limits may apply);
- (c) send secure messages to HSBC and make requests e.g. to stop or cancel a cheque or ask for a document;
- (d) buy and sell foreign currency and check exchange rates;
- (e) update your personal details including your address and email, manage your payment device and change your security details;
- (f) change your preferences, for example opt into or out of receiving electronic communications from us;
- (g) apply for new accounts; and
- (h) change your pay and transfer limits.

Not all of these services are available for every product (see your product terms) and what you can do through our mobile banking app might be different.

You can only register one online banking user profile at any time.

The online banking service cannot be used with accounts with someone else and where all account holders are required to operate and close the account together.

User

When we say "user" we mean an individual who has been set up to use our online banking.

You may not be able to access all the products and services we offer through online banking. See your product terms and the Personal Banking Booklet.

We can restrict access to online banking for any of the reasons set out in your product terms.

Some online banking features may not be available depending on your computer, mobile device or operating system.

We can't deal with all requests you make by secure message or chat services - we'll let you know if we can't. We also won't respond to inappropriate messages. We have an Acceptable Use Policy that you must abide by.

5. GLOBAL TRANSFERS

HSBC Premier customers can use online banking to make Global Transfers.

What's a Global Transfer?	What's Global View?	
These are transfers from an HSBC Premier customer's account held with a member of the HSBC Group to one of their accounts held with another member of the HSBC Group. You'll need to link these accounts using Global View.	HSBC Premier Global View allows you to: • link accounts held with different members of the HSBC Group; and • manage these accounts through online banking.	

You can make Global Transfers in the currency of the account you're:

- sending money from; or
- sending money to.

If you're sending money in a different currency, we'll convert it first. The Personal Banking Booklet explains more about this.

You can read more about the risks involved in sending money in a different currency and some other risks in the Personal Banking Booklet – Other Useful Information section.

6. HSBC ENTITY CUSTOMERS

If you're an HSBC Entity customer, only single users will be able to transact using online banking. Users will not be able to jointly authorise transactions.

Who are HSBC Entity customers?

These are:

- non-trading companies who we agree are controlled by a retail client; and
- trustees for a trust that we agree is a retail client.

If you want to change a user's details, you'll need to tell us in writing.

It's your responsibility to make sure you appoint responsible users to access and manage your account

7. DAILY PAYMENT LIMITS

Daily limits apply across all transactions including those made through online banking. See clause 'Payments from your account' of the Personal Banking Booklet for more details. The daily limit applies on the day we process the transaction and not the day you make the request.

For example, if a \$5,000 daily limit applies and on the same day we process:

- a "Pay Later" transfer of \$2,000 (which you requested last month);
 and
- a transfer of \$3,000,

you'll have reached your \$5,000 daily limit.

Online transfers

You can use online banking to make electronic money transfers (including in a foreign currency) but daily limits apply to the amount you can transfer using online banking. If you are accessing joint accounts through online banking, the limits below apply to each account holder separately not to the account as a whole.

Type of electronic transfer	Each user's own daily limit
Between HSBC Australia accounts you can operate ¹	\$500,000
To other accounts ²	We'll agree the limit with you. Default limit: \$5,000 Maximum limit: \$50,000
To nominated accounts (service available on request) ²	We'll agree the limit with you. Default limit: \$100,000 Maximum limit: \$250,000
BPAY®	\$25,000

Daily limits for online transfers are in Australian dollars.

We can change the default daily limit for our legitimate business reasons and will give you 30 days' prior notice where it is to your disadvantage.

You can also change your daily limits using mobile or online banking provided they do not exceed the above daily limits we set. If you set a lower limit than our limits, then you won't be able to exceed the limit you've set.

Where you increase a limit your liability for unauthorised transactions may increase

Merchants and other banks or payment schemes may set their own limits.

- ¹ This includes transfers between your HSBC Everyday Savings Account and your linked account.
- When we're calculating the Australian dollar value of a foreign currency transaction to check if it's within the daily limit, we'll use the HSBC Daily Exchange Rate that applies at the time you request the transfer. See the Personal Banking Booklet for information on the HSBC Daily Exchange Rate.

For International Transfers made via mobile banking, the HSBC Real Time Exchange Rate will always apply. See the Personal Banking Booklet for information on the HSBC Real Time Exchange Rate.

These limits also apply to HSBC Entity customers across all accounts that the HSBC Entity user can access through online banking, and not each account separately.

For example, where a customer had set their own daily limit to \$5,000 and on the same day:

- pays \$3,000 from an HSBC Entity account to a non-HSBC account, and
- pays \$2,000 from their personal HSBC Transaction Account to a non-HSBC account,

Then the user will have reached their daily limit for online banking transfers to non-HSBC accounts for that day.

Global Transfers

HSBC Premier customers can use online banking to make Global Transfers but daily limits apply for each user

Type of limit	What does it apply to?	Maximum daily limit
Global limit	The maximum limit on the total amount of all Global Transfers made from accounts held with any member of the HSBC Group each day	USD 500,000
Transaction limit	The maximum limit for all Global Transfers out of all of your HSBC Australia accounts	USD 100,000
	The maximum limit for all Global Transfers into all of your HSBC Australia accounts	USD 200,000
Country specific limit	We may set limits to reflect local law requirements in certain countries	We'll tell you what these are if they apply

"each day" in this table means 12am to immediately before 12am, UK time.

Where you make a Global Transfer using online banking in a foreign currency, and we don't use the HSBC Real Time Exchange Rate, then the cut-off time and daily exchange rate of the HSBC Group member who receives the payment will apply. Refer to the Personal Banking Booklet for more information.

8. SIGNIFICANT RISKS

There are risks in an online environment and you should consider these when sending anything by email, and the security of the email as well as ensuring that you are only connecting to our website.

It's also good to be aware of online and email scams which may mislead you into providing your details to an unknown person or make payments to scammers.

You're responsible for the equipment you use to access our online banking service and to keep it up to date. This includes virus protection software for your equipment.

Network and communication line failures will impact your ability to access online banking and could result in delays in sending and receiving information.

9. FEES AND CHARGES

We don't charge for the online banking service but you may be charged for making certain types of payments.

You can find further details in the Personal Banking Booklet or your product terms.

Your network operator may also charge you for using the internet and your mobile provider may charge you for the data you use.

10. ADVERTISING

We may advertise our products and services (including those offered by the HSBC Group) on our website. As you use the website to access online banking, you'll see these advertisements even where you've opted out of receiving marketing material.

11. ACCESSING THE ONLINE BANKING SERVICE & CUT-OFF TIMES

You can access the online banking service by logging on with your payment device (if you have one) (see the Personal Banking Booklet for what 'payment device' means) and/or security details.

Cut-off times apply to payments you make through online banking. These may be different depending on the currency you're making the transfer in or where you're sending it. You can find information on these in your product terms, the Personal Banking Booklet and on our website.

There are also limits on the amounts you can transfer. We explain more about these above in clause 7 "Daily Payment Limits" above.

There may be a delay in sending information or an instruction through online banking.

If you experience any issues, tell us as soon as possible.

If, for any reason, the mobile banking app is suspended or terminated, you may need to ask us for a new payment device (see the Personal Banking Booklet) to continue using certain services within online banking.

12. KEEPING UP SECURITY

You should check your product terms and the Personal Banking Booklet as it'll tell you about what you need to do to keep your accounts or products secure.

13. UPGRADES AND AVAILABILITY

From time to time we may make changes to the online banking service (e.g. introducing new features or making updates to our mobile banking app).

Depending on the update, you may not be able to use the online banking service until you've updated your browser or software or downloaded the latest version of our mobile banking app.

The online banking service will be available 24/7, unless:

- we're making changes to our systems or if we can't provide the services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (e.g. if a service provider stops providing services for any reason); or
- your internet connection, mobile device or network fails. The mobile banking app may not be available if you don't keep it updated.

14. WHAT'S OUR LIABILITY TO YOU?

The Personal Banking Booklet also contains information setting out when you and we are liable for things. These are found in:

Clause 6 "What should you do if you suspect an incorrect, unauthorised or mistaken electronic payment from your account "

We provide the online banking service "as is". We have an Acceptable Use Policy and it's your responsibility to use it in an appropriate way. Our responsibility is to provide the service in accordance with these terms.

We'll take reasonable care to make sure any information we provide to you through online banking is an accurate reflection of the information we hold or, if it's provided by a third party, that it accurately reflects the information we receive. Where information is provided by a third party we can't guarantee that it's accurate or error free. We'll explain when you use online banking if information we provide is subject to restrictions or if we provide it on a specific basis (e.g. if it's only accurate at a particular date).

We'll use reasonable skill and care to ensure that online banking is safe and secure and doesn't contain viruses or other damaging property, for example, by incorporating security features into it, however, we can't guarantee that this will be the case or that your data, software, computer, mobile device or other online content won't be damaged or lost.

We won't be responsible for any:

- equipment, software or user documentation which someone other than us produces for use with the online banking service; and
- service you use to access, or which you access through, the online banking service which we don't control.

Online banking is only intended for use within Australia. We will not be liable to you if you use it outside Australia. This is because we may not be authorised to offer or provide you with certain products or services where they are not permitted by the law or jurisdiction where you use it. To comply with laws and regulations (including those related to anti-money laundering, counter-terrorism financing and sanctions), we may refuse or delay providing products or services to you, including blocking or freezing transactions and your access to the online banking service.

15. HOW YOU CAN END THE ONLINE BANKING AGREEMENT

When?

You can end this online banking agreement and deregister from online banking at any time. Your right to use our mobile banking app will end automatically.

If you do this, and you were receiving statements, documents and correspondence from us electronically, we'll send you future ones on paper.

How?

You can delete our mobile banking app or stop using online banking at any time but if you want us to deregister your online banking access you need to let us know.

If you end our online banking agreement, we can close any accounts or services that we provide to you that can only be accessed online.

16. HOW WE CAN END THIS ONLINE BANKING AGREEMENT

The table below explains the reasons why we might end this online banking agreement.

We can do this if:

- we reasonably determine that you misuse online banking or the mobile banking app, e.g. you send abusive, obscene, intimidating or threatening messages; or
- we reasonably suspect that your device is not secure or contains, or is vulnerable to, viruses or malicious software; or
- we reasonably suspect a fraud has in relation to your user profile occurred using online banking or the mobile banking app. We may ask you to sign up again; or
- the manufacturer of your device or operating system withdraws the mobile banking app or we stop supporting it; or
- you cancel your registration for online banking; or
- all accounts or services which you access through online banking have closed; or
- you do not access online banking for 24 months. We may ask you to sign up again; or
- we cease offering the service; or
- you only have joint accounts and they require two or more to sign or operate the accounts; or
- you're accessing online banking from a sanctioned country; or
- acting reasonably, where we have legitimate business reason.

We'll tell you if possible before we do this and why. We may not always be able to contact you, e.g. because of legal or regulatory restrictions.

17. CHANGES WE CAN MAKE

From time to time we may make changes to this agreement (such as introducing specific charges or fees for online banking).

The Personal Banking Booklet sets out the reasons why we might make a change and the notice we'll give you.

We might also need to make immediate changes to the online banking service to restore or maintain security of our systems or customer accounts.

18. THINGS YOU SHOULD NOT DO

You must not use online banking for anything other than accessing and managing your personal accounts. In particular, you must not:

- use it for anything illegal or inconsistent with these terms or the terms of any other product you have with us; or
- seek to copy, reproduce, modify or tamper with it in any way; or
- attempt to make any income directly from using it; or
- use it on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up to date anti-virus, antispyware software, fir wall and security patches installed on it; or
- use it in a way that could damage or affect our systems or security or interfer with other users, or restrict or inhibit anyone else's use of the online banking service; or
- collect data from us or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services.

19. OTHER THINGS YOU SHOULD KNOW

The HSBC Group gives you a non-exclusive right to use the mobile banking app but you can't grant any rights relating to it to anyone else.

We're responsible for the mobile banking app and its content.

Some services that can be used with our online banking service are not provided by us (such as Google Maps/Google Earth API/Google Pay/Google reCAPTCHA and ApplePay). Separate terms between the service provider and you may apply.

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Issued by
HSBC Bank Australia Limited
ABN 48 006 434 162
AFSL / Australian Credit Licence 232595
GPO Box 5302 Sydney NSW 2000

T: 1300 306 543 W: hsbc.com.au