

# Business Internet Banking

Additional Conditions

**For HSBC Bank plc Business Internet Banking customers as of 11 December 2020.**

**Note:** The terms in this booklet normally take less than 20 minutes to read.

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## 1. What do these Additional Conditions cover?

These Additional Conditions cover the use by you and your users of Business Internet Banking and the Business Banking app to access your accounts and our services, including the related services and tools we make available to help you manage your accounts (e.g. controls you set on how you want to use certain accounts).

Our End User Licence Agreement also applies to the Business Banking app. You can find a copy of it in the “information” section of the app.

Whenever we refer to Business Internet Banking in this document, it means both Business Internet Banking and the Business Banking app.

**Note:** When we refer to “users” we mean primary and secondary users who you nominate to use Business Internet Banking on your behalf. We explain more about “users” in section 3 below.

A user may or may not be a signatory on your mandate.

These Additional Conditions apply in addition to the terms and conditions for any accounts and products you can access through Business Internet Banking, such as current accounts, savings accounts and commercial cards (“Product Terms”) and any mandate for your account. The Product Terms still apply to the use of any accounts and products accessed using Business Internet Banking (including what happens if something goes wrong such as an unauthorised transaction).

The Additional Conditions apply between:

- ◆ you, the account holder; and
- ◆ us, HSBC Bank plc.

If there’s a conflict between these Additional Conditions and any Product Terms, these Additional Conditions will take priority in relation to the use of the Business Internet Banking service.

**Note:** The authorities granted by you to users in Business Internet Banking may be different to or greater than those provided in any mandate for your accounts.

## 2. What you can do using Business Internet Banking

Business Internet Banking lets you and/or your users manage your accounts and services with us online, for example:

- ◆ view your accounts;
- ◆ access and change information including primary user contact information (e.g. telephone numbers and email addresses) and reset and change Business Internet Banking user names and passwords;

- ◆ request new or additional products and services including loans and credit cards;
- ◆ make payments from your accounts (subject to limits which you can set); and
- ◆ authorise other people to do some of the above on your behalf, including third party providers.

**Note:** We don’t charge you for using Business Internet Banking, but you may be charged for making certain types of payments and accessing some services. You can find further details about our charges in the price list that applies to your account.

We may add or remove products, services and functions you can access or perform using Business Internet Banking at any time without advance notice, whether these are provided by us, another member of the HSBC Group or certain other third parties. It’s your responsibility to check that any additional products, services and functions offered through Business Internet Banking are appropriate for your users to use and we recommend you regularly review user access rights.

Some features of Business Internet Banking may not be available on all computers, mobile devices or operating systems and some features may not be available to all users, depending on their access rights. Not every product and service we offer can be accessed through Business Internet Banking.

**Note:** When you register for Business Internet Banking, you must agree limits with us on the amount of money that can be paid out on instructions given through Business Internet Banking. These limits can be changed at a later date, with our agreement.

When you give a user access rights in Business Internet Banking, you’ll be bound by anything they do, provided it’s within the scope of those access rights.

## 3. Nominated users

The tables below summarise the different types of users, how to appoint them, how they can use Business Internet Banking and how their access can be revoked.

**Note:** The access rights you give to users in Business Internet Banking are separate from and additional to any other mandate entered into and the access rights give authority to a user to take actions in relation to your accounts. This means that instructions can be validly given by a user via Business Internet Banking that would not be valid if solely relying on the mandate. This includes relying on the instructions of a single registered user under Business Internet Banking when a similar instruction would require two signatures under the mandate.

## Types of users and how to appoint them

	Primary user	Secondary user
<b>What is a Primary/Secondary User?</b>	<p>The person appointed by you in accordance with the mandate and who:</p> <ul style="list-style-type: none"> <li>◆ is responsible for administering Business Internet Banking (including initial set-up) and its ongoing use; and</li> <li>◆ has unrestricted access to Business Internet Banking. See below for details of what they can do.</li> </ul>	<p>A person added by the Primary User or another Secondary User who has limited rights to use and access a restricted range of functions when using Business Internet Banking.</p>
<b>Nominating a user</b>	<p>When you register for Business Internet Banking, you'll have to nominate someone to be the Primary User.</p> <p>The Primary User will have to give us a specimen of their signature and any other information we might need to identify them and set up their access using agreed security information.</p>	<p>A Secondary User can be added by the Primary User or another Secondary User who has the right to do so. Secondary Users can only give the same or fewer rights as they have themselves.</p> <p>All Secondary Users will need to give us information we might need to identify them and set up their access using agreed security information.</p>

## What can different users do?

Primary User	Secondary User (if given the right to do so)
<p><b>View</b></p> <ul style="list-style-type: none"> <li>◆ View all linked account(s) information, transactions, balances, statements and secure messages; and</li> <li>◆ View business/individual cardholder limits.</li> </ul>	<p><b>View</b></p> <ul style="list-style-type: none"> <li>◆ View all linked account(s) information, transactions, balances, statements and secure messages; and</li> <li>◆ View business/individual cardholder limits.</li> </ul>
<p><b>Pay</b></p> <ul style="list-style-type: none"> <li>◆ Ask us to make payments into and out of your account(s) on your behalf up to the limit we've agreed with you; and</li> <li>◆ Authorise a third party provider (TPP) to access your account information or make a payment on your linked account(s).</li> </ul>	<p><b>Pay</b></p> <ul style="list-style-type: none"> <li>◆ Ask us to make payments into and out of your account(s) on your behalf up to the limit we've agreed with you; and</li> <li>◆ Authorise a third party provider (TPP) to access your account information or make a payment on your linked account(s).</li> </ul>
<p><b>Seek credit</b></p> <ul style="list-style-type: none"> <li>◆ Ask and apply for credit cards, overdrafts and loans.</li> </ul>	<p><b>Seek credit</b></p> <ul style="list-style-type: none"> <li>◆ Not applicable.</li> </ul>
<p><b>Admin</b></p> <ul style="list-style-type: none"> <li>◆ Ask for other products and register for services (e.g. loans, credit cards and overdrafts, Business Telephone Banking) on your behalf;</li> <li>◆ Ask for new or replacement items (e.g. a cheque book or payment device);</li> <li>◆ Add and authorise secondary users;</li> <li>◆ Ask us to increase and/or decrease cardholder limits;</li> <li>◆ Ask or authorise other matters with us or a member of the HSBC Group;</li> <li>◆ Access and change information including primary contact information such as telephone numbers, email addresses and postal addresses; and</li> <li>◆ Reset passwords and security credentials for other services such as Business Telephone Banking.</li> </ul>	<p><b>Admin</b></p> <ul style="list-style-type: none"> <li>◆ Ask for new or replacement items (e.g. a cheque book or payment device);</li> <li>◆ Add and authorise secondary users (with the same or fewer rights that they have).</li> </ul>

## Revoking User Access

If you think the Primary or a Secondary User is misusing Business Internet Banking, including operating beyond the authority you've given them, you must let us know immediately and revoke their access. To revoke a Primary User you must call us on the number in your Relationship Terms but a Secondary User can be revoked by following the instructions within Business Internet Banking.

If any user leaves your business or organisation, you must remove their access to Business Internet Banking. If you don't revoke user access then we'll continue to process instructions we receive from them even if they have left your business or organisation.

Where the Primary User leaves your business or organisation, or you revoke access, you must nominate a new Primary User immediately.

**Important Note:**

You can appoint a new Primary User by completing a Primary User Replacement Form available from our public website. This will automatically remove and replace the previous Primary User.

Primary Users	Secondary Users
<b>Revoke access</b> Primary Users can revoke Secondary Users' access	<b>Revoke access</b> Secondary Users may have the right to revoke other Secondary Users' access if they've given that Secondary User access.

**4. Giving us instructions using Business Internet Banking**

You and your users will need to enter security details to access Business Internet Banking.

We'll:

- ◆ act on all instructions given through Business Internet Banking by your users in line with their authorities which you have set – as long as the relevant procedure for authorising a transaction or instruction (as set out in these Business Internet Banking Additional Conditions or the Product Terms) has been followed; and
- ◆ accept instructions by telephone through the helpdesk to temporarily or permanently revoke a user's access, or to tell a user how to reset their password.

**Note:** For further information and tips on how to manage user access and passwords please visit [business.hsbc.uk/bib](https://business.hsbc.uk/bib).

**When we won't carry out an instruction**

In addition to the reasons set out in your Product Terms, we may delay or not carry out an instruction if:

- ◆ it would exceed the authority of the user;
- ◆ we think it's fraudulent; or
- ◆ we want to investigate it.

You'll know we've refused to make a payment in most cases at the time you give us your instructions. For certain types of payment (e.g. standing orders) we'll try and tell you as soon as possible, where we can.

**Note:** You can call us to find out why we've refused a payment and what you need to do to correct any errors and we'll tell you unless we're prevented by law or any regulation or for fraud prevention or security reasons.

**5. Keeping up security**

We'll do all we reasonably can to prevent unauthorised access to your accounts through Business Internet Banking.

You must also ensure you and your users act reasonably to prevent the misuse of your accounts through Business Internet Banking, including not disclosing security details to anyone (other than a TPP that you've authorised to access your accounts, if appropriate).

**Third party providers or 'TPPs'** are service providers who are authorised or registered by the FCA (or another regulator in the European Economic Area) to provide account information or payment initiation services. Please refer to your Product Terms for more information.

If you don't, we may block access to Business Internet Banking to protect you and us from unauthorised use.

You must contact us as soon as possible if:

- ◆ someone tries to access, or has accessed, your accounts through Business Internet Banking without your permission; or
- ◆ you think someone else may know your security details or have access to your payment device.

We'll ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation.

**What is a payment device?**

A card, digital version of your card, an electronic wallet or any other device or software that you can use on its own or in combination with your security details to access your account or give instructions.

**Tips for ensuring your online security**

- ◆ Take care when using your security details. Make sure no one can hear or see your security details when you use them.
- ◆ Change your security details straight away and tell us as soon as possible if you suspect, or you know, that someone else knows your details.
- ◆ Keep your PCs, laptops, phones and tablets secure, both physically and with passwords.
- ◆ Make sure you have up to date anti-virus and spyware software and a personal firewall.
- ◆ Never write down your security details in a way that other people would easily understand.

**Note:** You can find more guidance on preventing misuse of your accounts through Business Internet Banking in your Product Terms and more tips are available on our website.

## 6. Things your users must not do

Your users mustn't use Business Internet Banking for anything other than carrying out the activities that they're authorised to do in relation to your products and accounts.

In particular, you must ensure your users don't:

- ◆ use it for anything illegal or inconsistent with these Additional Conditions;
- ◆ try to copy, reproduce, modify or tamper with it in any way;
- ◆ attempt to make any income directly from using it;
- ◆ 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, firewall and security patches installed on it;
- ◆ use it in a way that could damage or affect our systems or security, interfere with other users, or restrict or inhibit anyone else's use of Business Internet Banking; or
- ◆ collect data from us or our systems or try to decipher any transmissions to or from the servers running any of the functions provided by Business Internet Banking.

## 7. What's our liability to you

We provide Business Internet Banking "as is", and it's your responsibility to ensure you and your users use it in an appropriate way.

You should monitor your accounts regularly to check that they and any tools are operating in the way you expect. Our responsibility is to provide the relevant product or service in accordance with its terms.

We'll take reasonable care to ensure that any information we give you reflects the information we hold or, if it's provided by a third party, that it reflects the information we receive. Where information is provided by a third party we can't guarantee that it's accurate. We'll explain when information we provide through Business Internet Banking is subject to limitations or if we provide it on a specific basis (e.g. if it's only accurate at a particular date).

If we provide tools and functions (e.g. payment devices) for our products and services, we'll take reasonable care to make sure they work as described, but won't be responsible if they don't always work as you expect.

We'll use reasonable skill and care to ensure that Business Internet Banking is safe and secure and doesn't contain viruses or anything else that could cause damage (e.g. by incorporating security features into it). We won't be responsible to you for loss or damage to your device or software, data, mobile device or other digital content for reasons beyond our reasonable control.

## We also won't be responsible:

- ◆ for any equipment, software or user documentation which someone other than us produces for use with Business Internet Banking;
- ◆ for any service your users use to access Business Internet Banking or which is accessed through Business Internet Banking which we don't control; or
- ◆ if your users can't access Business Internet Banking.

**If your users use Business Internet Banking outside the UK, we won't be liable to you or them if this doesn't comply with any local laws.**

## 8. Upgrades and availability

We'll try to make sure that Business Internet Banking is available 24/7, but we may need to suspend or withdraw some or all of it from time to time so we can make changes and improvements. We may also need to do this for security, legal or regulatory reasons, or due to unusual events beyond our reasonable control. However, even if this happens, you'll still be able to access and use your accounts through other channels (e.g. Business Telephone Banking or in branch) so we won't be liable to you if Business Internet Banking is unavailable.

It is your responsibility to ensure that users are running a compatible operating system to use Business Internet Banking. Upgrades and changes to Business Internet Banking might also mean your users will have to update their browser or other software, or download the latest version of our Mobile Banking app and/or agree to new terms to keep using Business Internet Banking. The Mobile Banking App may also not be available if they do not keep it updated.

We may block access to Business Internet Banking if your users try to access it from a country that is subject to sanctions (even if they're only there for a short period of time).

**Note:** We can restrict or withdraw access to Business Internet Banking for any of the reasons set out in your Product Terms.

## 9. Changes we can make

From time to time we may make changes to these Additional Conditions (such as introducing specific charges).

We need this flexibility so we can manage Business Internet Banking over a long period of time. We'll give you at least 30 days' notice of the change and explain its impact. If you don't want to accept the change, you can stop using Business Internet Banking and de-register from it at any time before the change comes into effect. If we don't hear from you before the change takes place, we'll assume you've accepted the change and it will take effect automatically.

We can also make changes that we reasonably believe are to your advantage without notice. If we do this, we'll tell you within 30 days of making the change.

## 10. Ending use of Business Internet Banking

### How you can end your use of Business Internet Banking

You can just stop using Business Internet Banking at any time, but if you want us to de-register your accounts and users, you need to contact us to let us know. You can do this by writing to us at: **Customer Service Centre, BX8 1HB** or by contacting us in branch or by telephone (see your Product Terms for our contact details).

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

### How we can end your use of Business Internet Banking

We can end any or all of your users' access to Business Internet Banking at any time, without notice, for any of the reasons set out in your Product Terms.

We can also end any or all of your users' access to Business Internet Banking immediately and without notice if:

- ◆ your users haven't used Business Internet Banking for 3 months; or
- ◆ you've closed all accounts or services which your users can access through Business Internet Banking.

We may also end this agreement and stop your use of Business Internet Banking by giving you at least 30 days' notice.

## 11. Other things you should know

We may transfer our rights and obligations under these Additional Conditions to someone else. We'll tell you if we do this.

You can't transfer any of your rights and obligations under these Additional Conditions to anyone else.

We (or another member of the HSBC Group) own or have a licence to all content and material used in Business Internet Banking and its arrangement.

## 12. Using secure messaging

We can't deal with all requests by secure message (e.g. payment instructions). We'll let you know if we can't deal with a request. We also won't respond to inappropriate messages.

## 13. What courts and laws apply to these Additional Conditions?

These Additional Conditions are governed by English law and the courts of England shall have non-exclusive jurisdiction over us, you and all users.

## Important information

### Privacy

Your privacy is important to us.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store information about you and your users and sets out your and their rights to that information.

You can find it at: [hsbc.com/terms-and-conditions](https://www.hsbc.com/terms-and-conditions) or Channel Islands and Isle of Man customers can find it at: [business.ciiom.hsbc.com/legal-information](https://business.ciiom.hsbc.com/legal-information)

Before you (or anyone on your behalf) provides information on connected persons to us or a member of the HSBC Group you must ensure that you have a legitimate interest, lawful purpose or the agreement of the relevant connected person. You must also ensure they've been provided with our Privacy Notice, which explains the way in which their information will be processed and their rights in relation to their information.

<p><b>What's a 'connected person'?</b></p>	<p>A 'connected person' is a person or legal entity whose information (including personal data or tax information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with these terms.</p> <p>A connected person could be any guarantor, a director or officer or employee of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, recipient of a designated payment, your attorney or representative (e.g. authorised signatories), agent or nominee, or any other persons or entities with whom you have a relationship that's relevant to your relationship with the HSBC Group.</p>
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**Customer Information:** Customer Service Centre, BX8 1HB.

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