

Business Internet Banking

Additional Conditions

**For HSBC Bank plc Business Internet Banking
customers as of 1 September 2019.**



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Business Internet Banking

Additional Conditions. Effective from 1 September 2019

If you'd like these Additional Conditions in another format such as large print, Braille or audio please contact us.

We'll communicate with you at all times in English.

1. Who are these Additional Conditions between?

You	Us (or we)
The organisation registered to use Business Internet Banking.	HSBC Bank plc

When we refer to **"you"** or **"your"** in these Additional Conditions, we mean the organisation whose account is being accessed using Business Internet Banking. 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 4 below.

You're responsible for anything a user does when they're using Business Internet Banking – even if they do something that's outside the scope of the actual authority you gave them.

2. What do these Additional Conditions cover?

These Additional Conditions cover the use of Business Internet Banking by you and your users (which in some cases could include you) in order to access your accounts and the related services and tools we make available (e.g. controls you set on how you want to use certain accounts).

For additional terms and conditions dealing with mobile banking, please see our End User Licence Agreement. You can find a copy of it on our website or in the "information" section of the Business Internet Banking App.

3. How do these Additional Conditions fit with your other agreements with us?

Where can I find the terms and conditions that are relevant to my products/accounts?	These Additional Conditions	Product terms
Use of Business Internet Banking to access your accounts and related services	✓	✗
Use of your products or accounts	✗	✓
What you must do to keep your account and security details secure	✓	✓
What happens and who is responsible for unauthorised payments (if you can make payments from your account online)	✗	✓
How we decide whether or not to make a payment from your account	✓	✓
How we should contact each other	✗	✓
Making changes to these Additional Conditions	✓	✗
How you can make a complaint	✗	✓
How your money is protected	✗	✓
Why we might end this agreement and withdraw services	✓	✓

These Additional Conditions only apply to the use of Business Internet Banking.

The Product Terms (i.e. the terms and conditions that apply to any accounts and products you can access through Business Internet Banking, such as current accounts, savings accounts and commercial cards) still apply to any accounts and products accessed using Business Internet Banking.

If there's a conflict between these Additional Conditions and your Product Terms, these Additional Conditions will apply in relation to the use of Business Internet Banking.

Some features of Business Internet Banking may not be available on all computers, mobile devices or operating systems. Your users also may not be able to use Business Internet Banking to access every product and service we offer.

Important note	<p>We can restrict or withdraw access to Business Internet Banking for any of the reasons set out in your Product Terms.</p> <p>We may add products, services and functions you can access or perform using Business Internet Banking, whether these are provided by us, another member of the HSBC Group, or certain other third parties.</p> <p>"HSBC Group" means HSBC Holdings plc and all its subsidiary, associated and affiliated companies.</p> <p>It's your responsibility to check that any additional services and functions are appropriate for users to use.</p>
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We don't charge you for using Business Internet Banking, but you may be charged for making certain types of payments. You can find further details about our charges in our Business Price List.

4. Using Business Internet Banking and nominating users

Business Internet Banking lets your users manage your accounts with us online. Depending on what rights they have they can use Business Internet Banking to:

- ◆ view your accounts;
- ◆ access and change information;
- ◆ request new or additional products and services;
- ◆ make payments from your accounts; and
- ◆ authorise other people to do the above on your behalf.

You can revoke your primary and secondary users' access to Business Internet Banking at any time. We can revoke your access to Business Internet Banking if no users have logged on for more than 12 months.

The table below explains how to nominate users and how they can use Business Internet Banking.

	Primary user	Secondary user
What is a primary/secondary user?	<p>The primary user is the person who</p> <ul style="list-style-type: none"> ◆ is responsible for setting up and administering Business Internet Banking and its ongoing use; ◆ has no restrictions on what they can do using Business Internet Banking – see below for details; and ◆ is appointed in accordance with the mandate. 	<p>A secondary user is a person added by the primary user or another secondary user and has limited rights to use and access a restricted range of functions using Business Internet Banking.</p>
Nominating a user	<p>When you register for Business Internet Banking, you will 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.</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 to identify them.</p>

	Primary user	Secondary user (if given the right to do so)
What can this user do?	<p>View</p> <ul style="list-style-type: none"> ◆ View and access all linked account(s) information, transactions, balances, statements and secure messages; and ◆ View business/individual cardholder limits. <p>Pay</p> <ul style="list-style-type: none"> ◆ 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 ◆ Authorise a third party provider (TPP)* to access your account information or make a payment on your linked account(s). <p>Seek credit Ask and apply for credit cards, overdrafts and loans.</p> <p>Admin</p> <ul style="list-style-type: none"> ◆ Ask for other products and register for services (e.g. Paym, Business Telephone Banking and Text Message Banking) on your behalf; ◆ Ask for new or replacement items (e.g. a cheque book or security device); ◆ Add and authorise secondary users; ◆ Ask us to increase and/or decrease cardholder limits; and ◆ Ask or authorise other matters with us or a member of the HSBC Group. 	<p>View</p> <ul style="list-style-type: none"> ◆ View and access all linked account(s) information, transactions, balances, statements and secure messages; and ◆ View business/individual cardholder limits. <p>Pay</p> <ul style="list-style-type: none"> ◆ 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 ◆ Authorise a third party provider (TPP)* to access your account information or make a payment on your linked account(s). <p>Admin</p> <ul style="list-style-type: none"> ◆ Ask for new or replacement items (e.g. a cheque book or security device); ◆ Add and authorise secondary users; ◆ Ask or authorise other matters with us or a member of the HSBC Group.

	Primary user	Secondary user (if given the right to do so)
What can this user do? (cont)	Revoke access Primary users can revoke secondary users' access.	Revoke access Secondary users may have the right to revoke other secondary users' access if they've given that secondary user access.
When a user leaves	If the primary user leaves, you must remove their access to Business Internet Banking. You must also nominate a new primary user immediately.	If a secondary user leaves, you must remove their access to Business Internet Banking.
Misuse of Business Internet Banking	If you think the primary user is misusing Business Internet Banking, including operating beyond their authority, you must revoke their access and replace them immediately. You must also let us know about this immediately.	If you think a secondary user is misusing Business Internet Banking, including operating beyond their authority, you must immediately revoke their access. You must also let us know about this immediately.

*A TPP is a third party service provider that's authorised by or registered with the FCA or another EEA regulator or otherwise permitted by law to access information and make payments on online payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this.

5. Giving us instructions

Your users will need security details to access Business Internet Banking.

We'll:

- ◆ act on all instructions given by your users in line with their authorities through Business Internet Banking – as long as they appear to be valid; 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.

Important note

Instructions can be validly given via Business Internet Banking that would not be valid according to some mandates.

You must agree limits with us on the amount of money that can be paid out on instructions given through Business Internet Banking.

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 payment limit on your account;
- ◆ it would exceed the authority of a user;
- ◆ we think it's fraudulent; or
- ◆ we want to investigate it.

If we can, we'll let you know if we aren't going to carry out a payment transaction or other instruction – unless the law prevents us from doing so.

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

If someone tries to access, or has accessed, your accounts through Business Internet Banking without your permission, you must contact us as soon as possible. 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.

You should also check your Business Banking Terms and Conditions and Business Banking Made Easy as they contain more detail about keeping your accounts or products secure.

There's more information and tips about using Business Internet Banking, including how to keep your accounts secure and how to make payments, in the Business Banking Made Easy brochure, in our guides and on our website.

7. 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.

The changes we make might also mean your users will have to update their browser or other software, or you may need to agree to new terms, to keep using Business Internet Banking.

8. 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. If we provide tools and functions 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. You should monitor your accounts regularly to check that 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).

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. However, we can't guarantee this will be the case or that no damage will occur to your data, software, computer, mobile device or other digital content by using Business Internet Banking.

We 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.

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).

9. How you can end your use of Business Internet Banking

When? You can just stop using Business Internet Banking at any time, but if you want us to deregister your accounts and users, you need to contact us to let us know.

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

How? **By:**

- ◆ writing to us at: **HSBC Bank plc, Customer Information, PO Box 6201, Coventry CV3 9HW;**
- ◆ contacting us in branch or by telephone.

10. 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, with or without notice, for any of the reasons set out in your Product Terms.

We can also end this agreement immediately and without notice if:

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

11. Changes we can make

From time to time we may make changes to Additional Conditions terms (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 two months' 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 deregister 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.

12. 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 accounts.

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

- ◆ use it for anything illegal or inconsistent with these terms;
- ◆ 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, antispymware 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.

13. 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.

14. 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.

15. 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: www.hsbc.com/privacy-notice.

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.

What's a 'connected person'?

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.

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.

How we are authorised

HSBC Bank plc is a company registered and established in England and Wales under registration number 14259. Our registered office is at 8 Canada Square, London, E14 5HQ, United Kingdom. Our VAT registration number is GB365684514.

HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (our firm reference number is 114216). Regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business and licensed by the Guernsey Financial Services Commission for Banking, Insurance and Investment Business. Licensed by the Isle of Man Financial Services Authority.

Accessibility

To find out more about our accessible services please visit www.hsbc.com/accessibility or www.ciiom.hsbc.com/accessibility/ or ask at any of our branches.

If you'd like this document in another format such as large print, Braille or audio, please contact us on 03456 006 161.

A textphone service is available for customers with hearing and/or speech impairment(s) on **03457 125 563 (+44 207 088 2077** from overseas). BSL Video Relay Service is also available (Monday-Friday, 8am-6pm, excluding Bank and Public Holidays) at www.ciiom.hsbc.com/accessibility

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