



# Terms of Use for Internet Banking

These terms and conditions ("Terms") explain your responsibilities and obligations relating to services and information that you use or request from us, or we provide to you, through Internet Banking on the HSBC website at [www.hsbc.co.nz](http://www.hsbc.co.nz) ("Services").

Before you register for the Services you will need to be a current internet user with a browser that supports 128-bit encryption and conforms to TLS (Transport Security Layer) version 1.2 protocols. You will only be able to use the Services to access those accounts where you are the sole account holder and signatory or you are authorised to act alone where there is more than one signatory or account holder.

Unless you otherwise notify us, you consent to account statements and continuing disclosure for the purposes of the Credit Contracts and Consumer Finance Act 2003 being available to you only in an electronic form and by means of an electronic communication.

## 1. Definitions

In these Terms:

"Authorised Person(s)" means any individual person or delegate nominated and authorised by you to operate your account(s).

"Business" means any customer who is a firm, company, corporation, statutory body, government body, partnership, society, trading or family trust, sole proprietor, club, association or other incorporated body of persons or other person that we designate a "Business".

"Business Day" means a day when we are open for business, but does not include Saturday, Sunday or any nationwide public holiday.

"HSBC Group" means HSBC Holdings plc, its subsidiaries and associate companies including HSBC. "HSBC Premier Customer" means a customer who satisfies the eligibility criteria set by HSBC from time to time for HSBC Premier Customer status and who, in HSBC's discretion, is given that status.

"Information Provider" means a third party from whom we source information that we may provide to you as part of the Services.

"Internet Banking" means our internet banking service, [online@hsbc](mailto:online@hsbc), which is available through HSBC's website [www.hsbc.co.nz](http://www.hsbc.co.nz) upon registration.

"our", "ours", "us", "we" and "HSBC" means The Hongkong and Shanghai Banking Corporation Limited incorporated in the Hong Kong SAR, acting through its New Zealand branch.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



"Password" is the password you may be issued with, or you may create, to enable you to access our Internet Banking service.

"PBN" is the Personal Banking Number you may be issued with, or you may create, to enable you to access our Internet Banking service.

"PIN" is the Personal Identification Number you may be issued with you enable you to access certain HSBC products and services.

"Security Code" means a random single use electronic code generated by a Security Device at predetermined intervals, to be used, in conjunction with a Password and PBN, to access the Services.

"Security Device" means the physical device which HSBC may provide to you or any Authorised Person, which generates a new Security Code at predetermined intervals.

"WPB Booklet" means the Wealth and Personal Banking Terms and Conditions booklet that applies to your accounts and facilities with HSBC.

"you", "your" and "yours" means you, our customer (including your successors and assigns). Where there is more than one Authorised Person, every reference in these Terms to "you" is deemed to include each and all of the account holders and each and all Authorised Persons, and all of you are jointly and severally liable for all obligations under these Terms.

## 2. Applicable terms

When you use the Services, you must comply with these Terms, the terms contained in the WPB Booklet and any other applicable terms and conditions, including the terms and conditions relating to the website from which you access the Services.

In the event of any conflict or inconsistency between these Terms and any other applicable terms (including terms in the WPB Booklet), in relation to your use of the Services these Terms will override those other terms to the extent of any conflict.

## 3. Fees and Charges

The fees and charges payable in respect of accounts accessed through the Services are detailed in our Wealth and Personal Banking Fees and Charges brochure current at the time the relevant transaction is undertaken. The brochure is available on [www.hsbc.co.nz](http://www.hsbc.co.nz) or from any branch of HSBC.

You authorise us to debit your nominated account for the amount of our fees and charges payable on transactions made through the Services. If at any time, there are insufficient funds in your nominated account to cover fees and charges we are authorised to overdraw your nominated account by debiting fees and charges or debit any other account you hold with us.

We reserve the right to charge you a fee for the issue of a Security Device or in the event a Security Device is lost, stolen or damaged.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



#### 4. Changing these Terms, the Services and Fees

We reserve the right to change these Terms, the Services and fees and/or charges relating to the Services at any time, and you agree to be bound by all changes we make. We will give you at least 14 days' notice of these changes in accordance with the terms of the WPB Booklet. You can access the current version of these terms from the HSBC website at [www.hsbc.co.nz](http://www.hsbc.co.nz).

#### 5. Operation of Services and any Security Device

We may, in our sole discretion, require you or an Authorised Person to use a Security Code generated by a Security Device to access the Services. The Security Device remains our property at all times. Once you have accessed the Services we may ask you or an Authorised Person to enter the Security Code a further time to confirm some transactions. If we do so, you acknowledge that we will not carry out the transaction unless the correct Security Code is supplied.

If the Security Device is misused, lost, stolen or the Security Code is allowed to be seen by a person other than you or an Authorised Person, the protection provided by the Security Code will be diminished or the protection will no longer be effective.

You must follow our guidelines or instructions when using a Security Device or Security Code as published on our website from time to time or as otherwise communicated with you. You must take care to ensure the Security Device (if supplied) is not misused, lost or stolen and that the Security Code (if relevant) does not become known to anyone else.

You must notify us immediately on 0800 80 23 80 (if calling within New Zealand) or +64 9 368 8557 (if calling from overseas) if a Security Device is lost, stolen or misused or if a Security Code or Password becomes known to someone else or if a transaction is suspected to have been made without your or an Authorised Person's authority. We will then deactivate the Security Device and will arrange for a new one to be sent to you, as appropriate.

We will make reasonable efforts to ensure that the Security Device provided to you will perform as necessary to permit access to the Services as and when required. You must notify us immediately on 0800 80 23 80 (if calling within New Zealand) or +64 9 368 8557 (if calling from overseas) if any Security Device fails to function correctly and the only obligations that we have in respect of such Security Device is to replace the same with a new Security Device at no cost to you but only upon the defective Security Device being returned to us within 90 days of the date of issue and if we are satisfied that there is no default or negligence on your part which results in or contributes to the failure of the Security Device to function correctly.

You may ask us to deactivate a Security Device at any time by telling us in writing or notifying us on 0800 80 23 80 (if calling within New Zealand) or +64 9 368 8557 (if calling from overseas).

You must co-operate fully with us in the event of any investigation or litigation relating to the Services or its use.

You must ensure that there are sufficient funds (or prearranged credit facilities) in your accounts for the purpose of conducting the Services.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



Any exchange rate or interest rate quoted by us in response to an electronic instruction is indicative only and shall not be binding on us unless subsequently confirmed by us for the purposes of a transaction. Such confirmed exchange rate or interest rate shall be binding on you notwithstanding that a different exchange rate or interest rate might have been quoted by us.

You are responsible for protecting your own computer(s) and or network from being affected by viruses or anything else likely to corrupt or compromise your data while using the Services or our website. You agree to comply with any access procedures or security requirements or instructions published on the website or issued to you.

#### 6. Unauthorised Use or Disclosure of your PIN, PBN, Password or Security Code

Use of the Services by any unauthorised person or disclosure of the PIN, PBN, Password or Security Code to any other person must be reported to us immediately on 0800 80 23 80 (if calling within New Zealand) or +64 9 368 8557 (if calling from overseas).

Upon receipt by us of notification that the Services have been used by an unauthorised person or that the PIN, PBN, Password or Security Code has been disclosed to another person we shall be entitled to cancel the PIN, PBN or Password and/or issue a new PIN or PBN at your request or to terminate the Services (including deactivating a Security Device).

#### 7. Internet Banking for Businesses

If you are a Business, you may apply to use the Services. If we agree to your use of the Services you agree that the Terms apply to both you and your Authorised Person(s) and you agree to ensure that each of your Authorised Person(s) are properly authorised and comply with these Terms (including the treatment and protection of PBN, PIN and Passwords). Authorised Persons will need to be identified by us before accessing the Services. The number of Authorised Persons having access to the Services will be limited as advised by us from time to time.

You will be liable for all transactions carried out on your accounts by any Authorised Person. Notice given to any Authorised Person will be deemed effective notification to you. Any person collecting a PBN or PIN and/or selecting a Password or issued with a Security Device on behalf of a Business and purporting to be duly authorised by the Business shall be deemed by HSBC to be so authorised. It will be your sole responsibility to notify us in writing in the event that an Authorised Person is no longer authorised to access the Services for example where an Authorised Person leaves your employment or the employment of the Business. Until such notification is received by us we will be entitled to continue to process instructions received from the Authorised Person without enquiry. There are currently three types of daily limits applicable to you and your Authorised Persons. The maximum daily transaction limits will be indicated in your application form and when you access the Services. They are:

- transfer to a third party's account. This can be an HSBC account or an account with another bank;
- a bill payment transaction; and
- transfer to another account in your name.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



You determine each type of daily transaction limit for each Authorised Person in your application form. Your cumulative daily transaction limit will be the sum of the three types of maximum daily transaction limit of all your Authorised Persons.

Any Authorised Person may instruct us online to authorise payments from any of your accounts including adding additional accounts or suffixes to be accessed via the Services on your behalf (whether such accounts are existing or to be created by the Authorised Person online).

## 8. Our Response to your Requests

When you make a request in connection with the Services using your PBN, Password and Security Device, the request cannot be changed or withdrawn without our consent. Requests are binding on you as understood and acted on by us (or relevant members of the HSBC Group) in good faith. In relation to the Services, without limiting the generality of the terms of the WPB Booklet, we can:

- decline any request where you do not have sufficient available funds in your account to satisfy the request, or where the request would result in the daily transaction limit on the account being exceeded; or
- delay our response where we want to verify details of the transaction or your identity, or where requests are received outside our usual hours of business in New Zealand or any other applicable cut off time (in which case we will endeavour to respond to your request on the next business day).

## 9. Electronic Instructions and Payments

These terms are to be read in conjunction with the WPB Booklet which contains terms and conditions for electronic payments. To set up electronic payments you will need to provide the information and follow instructions published through the Services (including a Security Code where required). When you create a bill payment or fund transfer you are authorising us to debit your account on the payment date you specify with the payment to be paid to the other party and deduct any applicable fee or charge.

If you or an Authorised Person gives an instruction on a banking day to make a payment from your account through the Services after a cut off time it may be processed on the next Business Day. A delay in processing may occur where there is a public holiday on the day after we are told to process a payment or there is a delay in reconciling your payment by another bank.

We may in our absolute discretion conclusively determine the order of priority or payments requested pursuant to any payment instruction. We are authorised to advise your nominated payees of your full name and address if requested by them in respect of a payment authorised by you.

## 10. Global Transfers

Global Transfers is a service for HSBC Premier Customers only which is available via Internet Banking once you have been registered and accepted online for our Global View service. Global Transfers allows you to transfer certain funds and currencies internationally to your other accounts linked via Global View.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



When you have provided your payment instruction details in Global Transfers you will be asked to confirm those instructions. This will be your agreement to make the payment or transfer subject to the terms and conditions set out below.

Global Transfers may not be available to all countries/territories linked to Global View. You may not be able to process Global Transfers from certain local transactional accounts.

### 10.1 Definitions for Global Transfers

For the purposes of this clause 10 of these Terms:

"Banking Day" means for:

- (a) a Global Transfers Supported Currency, any day on which HSBC's Hong Kong Treasury department is open for trading; and
- (b) a Global Transfers Unsupported Currency, any day on which one or more branches of the Group are open for business in the country/territory with which HSBC needs to communicate to effect or arrange a Global Transfer or other transaction.

"Currency Conversion" means an exchange of one currency for another at an exchange rate determined, in the case of a Global Transfers Supported Currency, by HSBC's Hong Kong Treasury department or, in the case of a Global Transfers Unsupported Currency, by the HSBC Group member with which you hold the account to which the Global Transfer is to be made.

"Global Transfer" means an electronic transfer of currency from an account held by an HSBC Premier Customer with one member of the HSBC Group to an account held by that same customer with another member of the HSBC Group. Both accounts must be linked to, and be able to be viewed using, Global View.

"Global Transfers Supported Currency" means a currency offered by HSBC's Hong Kong Treasury department for the purpose of Global Transfers and in respect of which the Hong Kong Treasury department will undertake the settlement of a Currency Conversion where a Currency Conversion is required.

"Global Transfers Unsupported Currency" means a currency which HSBC advises can be the subject of a Global Transfer, but is not a currency offered by HSBC's Hong Kong Treasury department for the purpose of Global Transfers. If a Currency Conversion to such a currency is required, it will be undertaken by the Group member with which you hold the account to which the Global Transfer is to be made.

"Global View" means the service marketed under the name "HSBC Premier Global View" which is made available as part of Internet Banking to HSBC Premier Customers only. Global View enables customers of members of the Group to link to, and view on, any HSBC Group member's internet website their accounts held with a Group member which are accessible through internet banking.

"HSBC Premier" means the service and product proposition marketed under that name and made available to HSBC Premier Customers.

"USD" means United States Dollar.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



"24 Hour Period" means the period of time between 00.00hrs and 2400hrs New Zealand time.

## 10.2 Entitlement to Make Global Transfers

You can only access the service which allows a Global Transfer to be made if:

- (a) you have access to Internet Banking;
- (b) you are an HSBC Premier Customer; and
- (c) you have access to Global View, and have agreed and accepted the Global View terms and conditions online when linking your HSBC accounts.

## 10.3 Global Transfer Requirements

Subject to these Terms and the terms and conditions applying to the accounts to be the subject of the Global Transfer, you may effect a Global Transfer from an account with HSBC in New Zealand to an account you have with another HSBC Group member provided that:

- (a) both accounts are linked in, and can be viewed using, Global View;
- (b) you have a sufficient available balance in the account in New Zealand; and
- (c) the amount to be transferred is within the agreed limits (see "Agreed Limits" clause below).

The Global Transfer may be made either in the same currency in which funds are held in the account in New Zealand or in a different currency provided that the account to which the transfer is required to be made is an account in the same currency as that selected by you for the transfer.

Once you have instructed us to make an immediate Global Transfer you will be unable to cancel this instruction.

A Currency Conversion will apply if a different currency is to be transferred. For instance, if you have accounts in Australian Dollars (AUD) in New Zealand and also with the HSBC Group in Australia, you can instruct the transfer to be in AUD and there will be no Currency Conversion.

Alternatively, if you have an account in New Zealand Dollars (NZD) in New Zealand and in AUD in Australia, you can instruct the transfer to be in AUD and, in that case, a Currency Conversion will be required.

## 10.4 Global Transfers Supported Currencies – Instruction Times and Exchange Rates

If you give an Instruction to effect a Global Transfer in a Global Transfers Supported Currency to us on a Banking Day and request that it be processed immediately, the instruction will normally be processed on the same Banking Day.

If a Currency Conversion is required, the currency exchange rate that will be applied is the rate that applies at the time you give the instruction. The applicable rate will be advised to you before the transfer is processed.

If you give an Instruction to make a Global Transfer:

- (a) on a future Banking Day; or

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



(b) at any time on a day that is not a Banking Day,

the instruction will be processed on the requested future Banking Day or the next Banking Day (as relevant) and, in each case, if a Currency Conversion is required, at the currency exchange rate that applies at the time the instruction is processed.

Due to fluctuations in currency exchange rates, if we are provided with instructions to effect a Global Transfer at a date in the future and a Currency Conversion will be required, there will always be a risk that the currency exchange rate that applies to the transfer when it is processed may be less beneficial to you than if you had instructed us to process the transfer on the same Banking Day.

#### 10.5 Global Transfers Unsupported Currencies – Instruction Times and Exchange Rates

This clause applies to an instruction to effect a Global Transfer in a Global Transfers Unsupported Currency.

Cut-off times may apply. These will be the cut-off times applicable to the particular HSBC Group member that processes the instruction for that currency.

If you give an instruction to us on a Banking Day and request that it be processed immediately, it may not be processed on that same Banking Day if we receive the instruction at a time after an applicable instruction cut-off time. In that event the Instruction will be processed on the next Banking Day. If you give an instruction to make a Global Transfer on a future Banking Day, it will be processed on the requested future Banking Day. In each case, if a Currency Conversion is required, the currency exchange rate that will be applied is the rate that applies at the time the applicable HSBC Group member processes the Instruction. The applicable HSBC Group member is the HSBC Group member with which you hold the account to which the Global Transfer is to be made. That HSBC Group member will determine the currency exchange rate.

Please note that due to fluctuations in currency exchange rates, there will always be a risk that the currency exchange rate that applies to a Global Transfer where a Currency Conversion is required may be less beneficial to you than had we been provided with instructions to effect the Global Transfer on the same Banking Day and prior to the applicable instruction cut-off time.

#### 10.6 Agreed Limits

You must not make a Global Transfer for an amount which would cause you to exceed any limit agreed with, or imposed by, the HSBC Group. There are five (5) types of daily transaction limits applicable to Global Transfers. The maximum daily transaction limits which apply to a 24 Hour Period are:

- (a) Global limit – USD\$200,000 – this is your maximum cumulative limit for all Global Transfers from accounts held with any Group member;
- (b) Transaction Limit - USD200, 000 – this is your maximum limit per single Global Transfer;
- (c) Group Member Limit – USD200, 000 – this is your maximum accumulated limit for transfers made from any one Group member (subject to point 10.6(e) below);
- (d) Customer Limit – Variable per customer to be determined and, if relevant, advised to you by a Group member;

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.





- (e) Country/Territory Specific Limits/rules – some countries/territories in which Group members operate, and where you may have accounts, may have local laws in regards to currency transfers. Please check with the relevant Group member for more details.

When you are not using the Global Transfer service the transaction limits applicable to Internet Banking will apply to your transactions.

If you give two instructions for a Global Transfer with exactly the same details within a short space of time, the second Instruction will be rejected at the point of input.

### 10.7 Currency Conversions, Risks and Fees and Charges

If your Global Transfer involves a transfer from an account in which funds are held in one currency to an account in which funds are held in a different currency, a Currency Conversion will be required. A Currency Conversion may present the following risks:

- fluctuations in exchange rates may adversely impact on your funds when converting currencies;
- due to fluctuations in currency exchange rates, if a rate of exchange is advised to you on inquiry, it may be different from the rate of exchange that you may obtain subsequently when carrying out the Global Transfer; and
- there are time delays in processing transactions during which time the exchange rate may change.

Therefore, you must use your own independent judgment in respect of currency transfers and not rely on any advice, opinions or data supplied by us.

Operational risk is the risk of loss from disruptions to internal processes, people and systems or disruptions arising from external events. Disruptions resulting from operational risks may affect the processing of your Global Transfer in a timely manner. This may result in an exchange rate applying to the Global Transfer that is less favourable to you.

In the event that your access to Global Transfers is terminated you will need to make alternate arrangements for any future dated instructions for Global Transfers you may have given us.

When you give us an instruction to effect a Global Transfer which requires a Currency Conversion you agree to pay one currency in exchange for another currency. Exchange rates vary depending on a range of factors such as interest rate differentials, economic conditions and government actions. Although you will not currently be charged a fee to effect a Global Transfer, other fees and charges may apply for related transactional services. Information about these costs is contained in the Wealth and Personal Banking Fees and Charges brochure or published on our website or within Internet Banking. Global Transfer fees apply to non-HSBC Premier Customers.

### 11. Prohibited Uses of the Services and Indemnity

You must not use the Services for, or in connection with, any illegal purpose or activity, or in a manner inconsistent with these Terms, or act fraudulently or maliciously. You must notify us as soon as

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



possible if you become aware that the Services are being used for, or in connection with, an illegal purpose or activity.

You must not (and must not attempt to) tamper or interfere in any way with any part of the Services (including any internet site or any software relating to us or the Services or any Security Device or Security Code). You must not (and must not attempt to) access anything relating to the Services (including any internet site or any software relating to us or the Services) that we do not intend you to access, including anything protected with a password other than your Password.

You must not (and must not attempt to) create a link to any of the pages on this website without our prior permission. If you do create a link to any of the pages on our website, you acknowledge that you are responsible for all direct or indirect consequences of the link and you indemnify us and the HSBC Group for all loss, damage, liability, cost or expense arising from or in connection to the link.

You agree to indemnify and protect HSBC against all loss, costs or damage suffered by us, our customers or a third party, or for any claim or action brought against us by a customer or third party which results either from your misuse of the Services or failure to comply with the Terms.

## 12. Confidential Information

You acknowledge that information provided in connection with the Services ("Confidential Information") is confidential to us, the HSBC Group and any relevant Information Provider. You must not in any way (and must not attempt to):

- disclose (except to the extent you are required to do so by law), download (other than as reasonably required to use the Services), copy or commercially exploit any Confidential Information;
- remove or alter any proprietary marking, including any trademark or copyright notice, in or on the Confidential Information; or
- incorporate or combine the Confidential Information with any other information or programme.

You acknowledge that you have no (and will not acquire any) right, title or interest in or relating to the Confidential Information or any related copyright, patent, trademark, service mark, proprietary property, trade secret or exclusive work. You must not make any representation or do anything that could be taken to indicate that you have such a right, title or interest.

## 13. Liability for Losses

Section 6.3 of the WPB Booklet applies to the Services as if that section was set out in full in these Terms and references to these "Terms and Conditions" shall be construed as references to these Terms.

Whilst every care has been taken in preparing the information contained on our website, such information is provided "as is" without warranty of any kind, either express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for purpose, or freedom from computer viruses or security against computer hackers is given in connection with such information.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.



Due to the nature of the internet, transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission.

Electronic messages outside of approved communication channels provided by us or email sent to us over the internet cannot be guaranteed to be completely secure. Neither we nor the HSBC Group are responsible for any damages incurred by you if you send a message to us, or if we send a message to you at your request over the internet. We currently do not process instructions received by email to transfer funds or make payments.

Any software downloaded from the website is at your own risk and neither we or the HSBC Group accept or assume liability for any loss, damage (whether direct or indirect) howsoever caused, as a result of any computer virus, 'Trojan Horses', 'worms', software 'bombs' or similar items or processes.

#### 14. Cancellation, Suspension and Alteration of Services

You may stop your use of the Services at any time by giving written notice to us.

We may at any time, in our absolute discretion, stop, suspend or alter the Services without notice and without being responsible for any loss which you may suffer as a result.

Where access to the Services have been cancelled or deactivated the Security Device must be returned to us upon our request.

#### 15. Waiver, Severability and Governing Law

A waiver by HSBC of any of these Terms or obligations will only be effective if given by us in writing. A failure, delay or indulgence by us in exercising any power or right HSBC in exercising any power or right will not operate as a waiver of that power or right.

If any part of these terms and conditions is held to be unenforceable, that will not affect the enforceability of the remaining parts of these Terms.

The Services and these Terms are governed by and must be construed in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand. These Terms may be enforced in the courts of any competent jurisdiction.

E2.427011

The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.