

**first direct**

**Our very  
important**

(not to mention extremely exciting)

**Digital Banking  
Terms and  
Conditions**

Which take effect on **13 January 2018**

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Alright, we might have slightly over-egged the exciting bit, but definitely not that this document's very important. It's full of useful information about our Online and Mobile Banking services, how they should be used and your rights.

And because we know T&Cs can be heavy going, we've worked really hard to make sure these are in as plain English as humanly possible.

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# Digital Banking Terms and Conditions

## 1.

### What these terms cover

They cover your use of our Online and Mobile Banking to access your accounts and any related services or tools we make available through them eg controls you set on how you use some accounts. By registering to use and using Online and Mobile Banking, you're agreeing to these terms.

<b>Just so you know</b>
<b>We, us</b> and <b>our</b> mean <b>first direct</b> , a division of HSBC Bank plc.
We don't charge for Online and Mobile Banking but you may be charged for making some types of payment – check your product terms for more details.
In some circumstances, taxes and/or costs may apply to you that aren't charged by us and/or aren't paid through us.
Your network operator may charge you for using the internet.
We're always looking to find ways of making what you can do through Online and Mobile Banking even easier so look out for our updates.

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## 2.

### How these terms fit with your other agreements with us

#### What you're looking for and where to find it

**In this document** you'll find terms that are relevant to your use of Online and Mobile Banking to access your account(s) and other services.

But if you're looking for terms that relate to any of the following you'll find them in the relevant **product terms** for that account or service:

- terms that are specific to a certain account or service (like use of your 1st Account, a savings account, loan, mortgage, etc) including details about our charges and interest rates
- what happens and who's responsible for any payments (if you can make them) you make via Online or Mobile Banking, including if they go wrong
- how to report a lost or stolen card or cheque
- how to make a complaint about your account, service plus Online and Mobile Banking
- how your money's protected
- the courts and laws that apply to your agreements with us and anything that happens before you agree to these terms and start using our Online and Mobile Banking.

#### Just so you know

Where we say 'product terms' we mean the ones that cover the accounts and services you're managing through Online and/or Mobile Banking.

The product terms cover specific terms about each of our products so if there's a difference between what they say and the terms in this document, the product terms will apply.

Some Online or Mobile Banking features may not be available on all computers, devices or operating systems.

You may not be able to access all of our accounts and services via Online and/or Mobile Banking.

We may restrict access to Online and/or Mobile Banking for any of the reasons explained in your product terms.

We may also allow you to access and manage accounts and services you have (in your name or joint names) with us, other HSBC Group companies or even outside companies where possible via our Online and/or Mobile Banking.

# 3.

## Getting in touch

### How we'll contact you

We'll use the most recent postal address, email or phone numbers you've given us if we're trying to get in touch, including to tell you about changes to these terms.

We may also send you messages to your Online or Mobile Banking inbox. And if you use Mobile Banking, we may also send notifications via our App.

It's really important you tell us as soon as possible if any of your contact details change. If you don't, we might not be able to tell you about important changes we make that affect your account(s).

Just so you know, we may record other phone numbers you call us from and use them if we need to contact you urgently.

### How you can contact us

	From UK, Channel Islands and Isle of Man	From anywhere else
Phone	<b>03 456 100 100</b>	<b>+44 113 234 5678</b>
Text-phone	<b>03 456 100 147</b>	
Online Banking	<b>firstdirect.com</b>	
Mobile Banking	Download our App from your app store	
Text Relay	<b>+44 151 494 1260</b>	
BSL Video Relay Service	For more information visit <b>firstdirect.com/contact-us</b>	
Post	<b>first direct</b> 40 Wakefield Road, Leeds LS98 1FD	

#### **Sending us a message via Online Banking**

If you send us a message via Online Banking we'll always try to get back to you within 2 working days. That said, depending on what you need, this may not always be the best way to contact us eg if speed is important. If there's another part of Online Banking designed for what you need please use that to contact us eg if you want to apply for a savings account.

We're not able to deal with all requests by message eg sharedealing transactions, adjusting insurance policies etc. but we'll let you know if we can't and you can still give us a call using the details above. You also shouldn't send us a message via Online Banking to let us know about the loss or theft of cards, cheques, security details etc or to stop a cheque.

#### **Just so you know**

A **working day** is usually Monday to Friday (except public holidays).

Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

These terms are in English and any communications we send to you will be in English.

If you'd like this document in another format such as large print, Braille or audio please contact us using the contact details set out in your product terms.

## 4.

# Keeping your account(s) safe

We'll do everything we reasonably can to stop anyone who isn't authorised accessing your accounts via Mobile and Online Banking but if you haven't taken reasonable steps to protect them yourself, we may restrict or block your access to keep you, your money and us safe.

If someone who isn't authorised, accesses (or tries to access) your account(s) through Online or Mobile Banking please call us as soon as possible. We may ask for your help and give (or ask you to give) information to the police to help us investigate this for you.

You should also look at your product terms to check what you need to do to keep your account(s) safe.

You can find more information about using Online and Mobile Banking and tips about keeping your account(s) secure on our website and in our Give me the facts brochure (if you have a 1st account or savings account) which we'll have sent you when you opened your account. For the latest version visit **firstdirect.com/terms-and-conditions** or if you'd prefer paper, give us a call using the details on the back of these terms.

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## 5.

# Our responsibilities to you

We provide our Online and Mobile Banking (and any related tools or services) as we make them available to you and in line with these terms, so you need to make sure you use them appropriately. Where we provide tools and services, we'll take reasonable steps to make sure they work as described but you shouldn't rely entirely on them and we won't be responsible if they don't always work in the way you expect. You should check your accounts regularly to make sure any tools are working as you expect.

We'll also take reasonable steps to make sure any information we give you through Online or Mobile Banking is accurate based on what we know, or is consistent with the details we receive (where we can't confirm it's accurate because it's provided by another person or company). We'll also tell you if restrictions apply to any of the information we provide or if we're providing it on a specific basis eg if it's only accurate at a particular time.

As you'd expect, we'll also take reasonable steps to make sure our Online and Mobile Banking are safe, secure and don't contain viruses or other malicious, damaging or disruptive code. But it's worth bearing in mind that we can't guarantee the safety of your computer, device or any digital content on them (eg your data or software) so you also need to take reasonable steps to protect them eg keeping your device operating system up to date and using up to date anti-virus, anti-spyware and firewall software.

Our Online and Mobile Banking will be available 24-7-365 except as we've set out under 'Upgrades and availability' (see section 7). If you can't access your accounts this way you'll still be able to talk to us by phone so we won't be liable to you if our Online or Mobile Banking aren't available.

### Just so you know

**We're responsible** if you suffer loss and/or damage to your data, software, device, digital content and/or other equipment if we don't follow the standards we've set ourselves in these terms for keeping Online and Mobile Banking safe, secure and free from viruses, or other malicious, damaging or disruptive code.

**We aren't responsible** for:

- any equipment, software or user documentation which someone other than us has produced for use with Online and/or Mobile Banking
- any service you use to access our Online or Mobile Banking that we don't control.

Our Online and Mobile Banking are designed to be used in the UK so if you choose to use them abroad, we aren't responsible if they don't operate in line with local laws.

We may restrict or block your access to Online and Mobile Banking if you try to access them from a country that's subject to sanctions, even if you're only there for a short time.

## 6.

### Changes we can make

We hope you'll want to bank with us for a (very, very, very) long time. And as this agreement has no fixed end date, we need to be able to make changes to these terms from time to time. We'll make changes for the reasons explained in your product terms or for any other reason. We need this flexibility because we're providing Online and Mobile Banking over a long period of time, and we can't anticipate everything that could happen.

Unless it's reasonable of us to believe a change is to your advantage, we'll give you at least 2 months' notice of all changes, explain what's happening and how it affects the service we're changing. If we don't hear from you, we'll assume you've accepted the change(s). If you don't accept the change(s), you'll have the option to end this agreement and cancel your registration for Online and Mobile Banking before the change(s) happen with no charge, but we hope it won't come to that.

If it's reasonable of us to believe a change is to your advantage, we'll tell you within 30 days.

If you'd prefer to stop using our App because of a change we've made you can delete it at any time but it's worth bearing in mind that you may need to change the way you log-on to Online Banking, eg if you have our Digital Secure Key, you won't be able to generate a security code to access full Online Banking but don't worry – we can send you a physical Secure Key instead. For more details visit [firstdirect.com/securekey](https://firstdirect.com/securekey)

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## 7.

### Upgrades and availability

From time to time, we may also make changes to Online or Mobile Banking eg introducing new features or making the existing ones easier to use. Sometimes these updates could mean you're not able to use Online or Mobile Banking until you've updated your browser or software, downloaded the latest version of our App or agreed to new terms. If there's a new version of our App, we'll let you know about it through your device.

Our Online and Mobile Banking will be available 24-7-365 unless we're making changes to our systems or if we can't provide the services for technical, security, legal or regulatory reasons or where we can't because of unusual or unavoidable circumstances that aren't in our reasonable control, eg another company stops providing a service to us, or your internet connection, mobile device or mobile network stop working.

But don't worry, if you can't access your accounts via Online or Mobile Banking you'll still be able to speak to a highly skilled and very friendly person on the phone 24-7-365 so you should never be stranded not able to do something if you need us. Amazing right?

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## 8.

### Your responsibilities to us

Our Online and Mobile Banking are designed for you to access and manage your accounts so they shouldn't be:

- used for anything illegal or not in line with these terms
- copied, reproduced, modified or tampered with in any way
- used to help you make any income from them
- used on a device or computer which isn't secure because it has (or is at risk from) viruses or other malicious, damaging or disruptive code or which doesn't have up to date anti-virus, anti-spyware or firewall software
- used in a way that could damage or affect our systems or security
- used in a way that could interfere with other Online or Mobile Banking users or their access to these services
- used to collect data from us or our systems, or to decode/translate any information sent to or from our servers.

## 9.

## Ownership and rights

### Can we transfer this agreement?

Yes – we can transfer all of our rights and obligations under these terms to another provider. We'll tell you if we do this.

### Can you transfer this agreement?

No – you can't transfer any of the rights or obligations you have under these terms to anyone else.

### Just so you know

All content and material made available through Online and Mobile Banking or used to create it, belongs to (or is licensed to) us or other members of the HSBC Group.

HSBC Group means HSBC Holdings plc and all its subsidiaries, associated and affiliated companies.

We give you non-exclusive rights to use our App but you can't give anyone else rights to use it.

We're responsible for our App and what's in it. Your app store provider eg Apple Inc. or Google Inc. isn't responsible for it or for providing any maintenance or support for it.

iPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc. Apple App Store is a service mark of Apple Inc. Android™ is a trademark of Google Inc.

## 10.

## How you can end this agreement

### When?

There is a 'cooling-off period' of 14 days after you receive these terms where you have a right to cancel this agreement free of charge.

After that, you can still end this agreement and cancel your registration for Online and Mobile Banking free of charge at any time but it's worth remembering that if you do:

- you'll no longer have the right to use Online or Mobile Banking
- if you were receiving statements and other correspondence from us electronically, we'll send these on paper instead
- we may close accounts or services that can only be accessed online.

### How?

Obviously you can stop using Online and/or Mobile Banking or delete our App yourself at any time, but if you want to cancel your registration (and this agreement, including in the first 14 days), you'll need to let us know by sending us a message via Online Banking or contacting us using the details on the back of these terms.

## 11.

## How we can end this agreement

### By telling you in advance

We'll contact you and give you at least 2 months' notice.

### Not telling you in advance

We can end this agreement at any time if you've:

- seriously and/or regularly broken any of these terms
- closed all accounts or services that can be accessed via Online or Mobile Banking.

We can also end the agreement for Mobile Banking if:

- we know or believe your device isn't secure or it has (or it's at risk from) viruses or other malicious, damaging or disruptive code
- the manufacturer of your device or operating system withdraws their support for our App or we stop supporting it
- you cancel your registration for Online Banking
- you don't use our App for 12 months (if this happens and you want to start using it again we may ask you to reregister).

# Privacy

The safety and security of your personal information and your privacy are really, really important to us.

Our Privacy Notice explains how we collect, use, disclose, transfer and store your personal information and your rights. We'll let you know whenever we make any changes to it but you'll be able to find the most up to date version by visiting [firstdirect.com/privacy/terms-and-conditions](https://firstdirect.com/privacy/terms-and-conditions) or if you prefer a paper version, give us a call – our contact details are below.

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†Text-phone **03 456 100 147** or if calling from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**). For more information on contacting us via BSL video relay service - visit [firstdirect.com/contact-us](https://firstdirect.com/contact-us). Because we want to make sure we're doing a good job calls may be monitored and/or recorded, we hope you don't mind.

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