

first direct

first direct

Paym Terms and Conditions

Effective from 14 October 2014

Summary of the Terms and Conditions

This Summary sets out key details about payments made using Paym. It forms part of the **first direct** Paym Terms and Conditions (Terms). You should read it carefully together with the rest of the Terms.

Features of the Paym service

Paym enables money to be sent to anyone with a registered account by simply using their mobile telephone number. See below for full details about registered accounts.

You can register to receive payments using the Paym service into a first direct 1st Account

We will register your selected account details and mobile telephone number on a Database operated on behalf of all participating banks and building societies by a company called Vocalink Limited (Database). Your information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

This means other people will be able to make payments to you using your mobile telephone number and will not need details of your bank account. Their bank will obtain details of your account by looking up your mobile telephone number on the Database so that they can send a payment to you.

You can make payments to a person who has registered to receive payments using Paym

- You can do this by providing us with their mobile telephone number and certain other details as set out in these Terms.
- We will then look up the mobile telephone number on the Database mentioned above.
- The Database will provide us with details of the account that is linked to that mobile telephone number.
- We will provide you with details of the recipient's account name so you can make sure the payment is going to the right recipient.
- If you confirm it is correct then we will pay the recipient using the faster bill payments service.

Payments made using the Paym service will be described as PYM on your account statement.

Important things in our Terms and Conditions that you should be particularly aware of:

Making a payment

To make a payment using the Paym service, you need to provide us with the mobile telephone number of the person you want to pay. We will look up that number on the Database and present to you the account name that is linked to that mobile telephone number. You must check the account name carefully and if you are concerned it is not correct you must not proceed with the payment. For full Terms and Conditions about this please see clauses 2.7 to 2.9.

Charges

We will not charge you to make or receive payments using the Paym service. However, your mobile network operator may charge you to download and use the App. These charges may vary if you access the App when abroad. You are responsible for these charges.

Suspension of your registration on the Database

We may suspend your registration on the Database in a limited number of situations, for example, if we believe your registration details have been compromised or we suspect fraud. For full Terms and Conditions about this please see clause 6.

Your details on the Database

If you want to receive payments using the Paym service, we will need to register some of your details on the Database. Once we have done this, those details can be accessed and used by other banks and their agents and customers. You need to be aware that other banks' customers will be able to match your mobile telephone number and find out your Account Name. For full Terms and Conditions about this please see clause 3.3.

Terms and Conditions

Contents

- 1 Glossary
- 2 Making payments using Paym
 - Payment Limits
 - How to make a payment
- 3 Registering to receive payments using Paym
- 4 Unauthorised transactions
- 5 Abnormal and unforeseen circumstances
- 6 Suspension
- 7 Deregistration
- 8 Changes
- 9 Miscellaneous
- 10 Governing law and language

These Terms apply to the Paym service together with:

- **Our Banking on the go App Licence Terms and Conditions (App Terms);**
- **Our Account Terms and Conditions which apply to your 1st Account(s) (the Product Terms); and**
- **any other Terms and Conditions that we tell you apply.**

In the event of a conflict between these Terms, the App Terms or the Product Terms, these Terms will apply.

Only the following people have rights under these Terms:

- you; and
- us; and
- the App store from which you downloaded the App.

We will provide you with a copy of the Terms either:

1. After you have completed the registration process to receive payments through the Paym service;
or
2. When you send a payment using the Paym service for the first time.

You will be able to view the current version of the Terms within the App at any time under Information and on our website under the “Legals” section.

1 Glossary

“Account” means the Eligible Account (which can be an account in your sole name or an Account you hold jointly with another person) that you have selected to receive payments made through the Paym service.

“Account Name” means your first name and surname that we hold on our systems.

“Banking on the go App” or “App” means the **first direct** Banking on the go Application version 1.5 (or any subsequent version) which can be downloaded to any mobile device which runs an operating system supported by us.

“Customer Limit” means a limit you choose, for the maximum total value of payments you can make using Paym each day, which is less than the Maximum Limit.

“Database” means the Paym database operated by Vocalink Limited.

“Debit Card Number” means the long card number on the debit card issued on your Account

“Eligible Account” means a **first direct** 1st Account, held in your sole name or jointly with someone else, that is listed within the App.

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

“Internet Banking” means our internet banking service.

“Maximum Limit” is a limit set by us on the maximum total value of payments you can make using Paym each day.

“Paym” is a service which enables payment requests to be made using the recipient’s mobile telephone number.

“you”, “your” and “yours” means the person who has downloaded the Banking on the go App and any other person that uses the App.

“we”, “us” and “our” mean **first direct**, a division of HSBC Bank plc, and any agents we appoint to provide all or part of this service.

2 Making payments using Paym

- 2.1** You must have downloaded the Banking on the go App and set up such security details that we request before you can send payments using Paym. Paym may not be available on certain operating systems, please see our website for more details.
- 2.2** You can make a payment using Paym to anyone who has registered for Paym provided you have the mobile telephone number that they have registered and their bank accepts bill payments made through the faster payments service.

Payment Limits

- 2.3** We will set a Maximum Limit on payments you can make using Paym. We will provide you with a link to the current Maximum Limit when you make a payment. Your consent to making a payment will also be your agreement to the Maximum Limit that applies to that payment from your account. The Maximum Limit may be different each time you make a payment.
- 2.4** You can set a Customer Limit which is lower than the Maximum Limit. The minimum Customer Limit you can set is £25. You can reduce the Customer Limit by selecting “Settings” and then “Paym settings” from the menu within the App. You can increase or decrease the Customer Limit in the “Paym” section in Internet Banking.
- 2.5** If we reduce the Maximum Limit to an amount which is less than the Customer Limit, your Customer Limit will be reduced to match the Maximum Limit. We may reduce the Maximum Limit if we reasonably suspect fraud or we believe there is a material risk or security issue. We will tell you if we reduce your Customer Limit although we may not be able to contact you in advance.
- 2.6** The minimum payment you can make using Paym is £1.

How to make a payment

- 2.7** You can make payments using Paym from any Eligible Account. You must provide us with the following information for us to be able to make a payment from your Account:
1. The mobile telephone number of the person you want to pay. This is the information that we require to identify the recipient’s account.
 2. Any reference.
 3. The amount of the payment.
- 2.8** Once you have provided the above information we will re-present it to you so you can check it is correct. **We will also carry out a check of the Database and, provided the recipient is registered, will present to you details of the account name that is linked to the mobile telephone number that you provided. You must check this information carefully and if you are in any doubt that you are paying the correct person you must not press “Pay Now” and instead pay the recipient by an alternative method.**
- 2.9** Once you have pressed the “Pay Now” button you are confirming that all the information that you have input and the recipient’s account name we have presented to you is correct and this is your agreement for us to make the payment. You cannot cancel your instructions once you have pressed “Pay Now”.
- 2.10** Payments that you make using Paym will be sent as a bill payment through the faster payments service. You can only make payments to sterling accounts held in the UK, Channel Islands and Isle of Man. For more details about bill payments please refer to the Product Terms.
- 2.11** If the mobile telephone number you have provided to us is not registered on the Database we will be unable to make the payment. We will advise you if this is the case.

3 Registering to receive payments using Paym

- 3.1** You can register to receive payments using the Paym service through our App or Internet Banking. During registration you must link one Eligible Account of your choice to your mobile telephone number.
- 3.2** You must provide any security information that we request as part of the registration process. We will also send an activation code to your mobile telephone number which you will need to input into the App or Internet Banking .
- 3.3** We will provide the Account name, mobile telephone number, the sort code and account number of your Account and your Debit Card Number to Vocalink Limited who operate the Database. Once this information is added to the Database it can be accessed and used by;
- Vocalink Limited and any of its suppliers;
 - banks and other institutions who participate in the Paym service and their employees and contractors;
 - any other person that uses the Paym service, including customers of other banks and financial institutions who participate in the Paym service. **Those customers will be able to match your mobile telephone number to your Account name.**
- 3.4** You can change
- the Account that receives payments made through the Paym service; and/or
 - your mobile telephone number that is registered on the Paym database,
- at any time through the 'Paym' section in Internet Banking or through Settings within the Paym section of the App. Once you have done so we will update the details on the Database within one working day. You cannot update the Database yourself directly.
- 3.5** We will not update your contact details with the mobile telephone number you provide to be registered on the Database. However, we will use that mobile telephone number to contact you about the Paym service.
- 3.6 Your mobile telephone number can only be linked to one account on the Database.** If you have already linked your mobile telephone number to an account held with another financial institution on the Database, you must contact the other financial institution and cancel that registration before you can link one of our accounts to that mobile number on the Database.
- 3.7** If you hold an Eligible Account jointly with another person, both you and the other person can register to receive payments into that account using the Paym service using different mobile telephone numbers.
- 3.8** If there is a change to your Account Name or your Debit Card Number then we will pass the new details to Vocalink Limited to update the Database within one working day.

4 Unauthorised transactions

- 4.1** You must check your statements regularly and carefully. You must tell us immediately by calling us if there is a transaction you do not recognise or if you think we have made a payment incorrectly. If you do not tell us within 13 months of the date of the payment you may not be entitled to have any errors corrected. Please refer to your Product Terms for more details about unauthorised transactions.
- 4.2** You will be responsible for all losses arising from unauthorised transactions on your Account as a result of;
- You acting fraudulently, or
 - You intentionally or with gross negligence failing to comply with these Terms (including keeping safe your mobile device and security details), or
 - You intentionally or with gross negligence fail to notify us in accordance with the App Terms if you know or suspect someone else knows your security details or has used or tried to use your security details or if your mobile device is lost or stolen.

5 Abnormal and unforeseen circumstances

We are not responsible if we do not comply with any of the Terms:

- Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- Where our failure to comply is due to our obligations under European or national law.

6 Suspension

We can, at any time, suspend your registration on the Database. We will do this if we think it is reasonably necessary because:

- We reasonably believe that your registration details on the Database have been compromised; or
- We suspect that fraud or an illegal activity may have occurred in relation to your registration on the Database; or
- There are legal obligations we have to meet.

We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.

We may unsuspend your registration on the Database once we are satisfied that none of the above reasons apply.

7 Deregistration

7.1 You can, at any time, ask us to deregister your details from the Database. You can do this through Settings within the Paym section of the App or using the Paym section in Internet Banking. We will normally deregister your details from the Database within one Working Day

7.2 We can deregister your details from the Database within one working day in the following situations;

- If your Account is closed, including if you switch your account to another provider.
- If you have seriously or persistently broken any of these Terms, the App Terms or Product Terms including where:
 - you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
 - your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
 - you are, or we reasonably suspect you may be, acting fraudulently; or
 - you act in an unacceptable way, for example you act in a threatening or violent manner towards staff which makes it inappropriate for us to continue to provide this service to you; or
 - you were not entitled to open your Account or download the App; or
 - we have demanded that you repay an overdrawn balance on your Account and you do not do so; or
 - we have reasonable grounds to suspect that your security details have not been kept safe; or
 - if we reasonably consider that by your registration on the Database continuing:
 - we may break a law, regulation, code, court order or other duty; or
 - we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

7.3 We will notify you personally immediately after we have deregistered your details from the Database. This can include SMS, a message when you log onto the App, by post, by e-mail, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.

8 Changes

- 8.1** We may change these Terms (including changes to charges) at any time. We will tell you about the changes by post, by e-mail, or by placing details of the changes within Internet Banking at least 2 months before the changes take effect. Examples of changes we may make are changes to payment limits, changes to Eligible Accounts, and changes to the ways payments are made. We can make changes for any of the reasons set out in the Product Terms for changing those terms.
- 8.2** If we provide you with notice that we are going to make a change to Terms, you can end the licence we have given you to use the App on a mobile device that you own, control or use before that change takes effect, without charge. If you do not tell us that you want to end the licence, then we will assume that you have accepted the change and it will take effect automatically.
- 8.3** In addition to the above, we can also make any change so long as:
- we tell you at least 30 days in advance; and
 - you are able to end the licence we have given you to use the App on a mobile device that you own, control or use before the change takes effect, without any charge.

9 Miscellaneous

- 9.1** If any part of these Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining Terms
- 9.2** If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.
- 9.3** We can transfer all or some of our rights under these Terms to someone else.
- 9.4** We can transfer all of our obligations under these Terms but only to someone we reasonably consider capable of performing them equally as well as us.

You cannot transfer any of your rights and obligations under these Terms to anyone else.

10 Governing law and language

The laws of England and Wales apply to these Terms and how we dealt with you before these Terms applied.

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

Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to us or the HSBC Group unless otherwise noted.