Banking on the go App licence
Terms and Conditions
Banking on the go App licence Terms and Conditions

Summary of the Terms and Conditions

This Summary sets out key details about the Banking on the go App. It forms part of the Banking on the go App Licence Terms and Conditions (Terms). You should read it carefully together with the rest of the Terms and the important information at the end of this document.

The Banking on the go App allows you to access some of our Internet Banking service in a format which is easier to view on a mobile device. You can set up a Digital Secure Key within the App (if you are using a device which supports this functionality) which you can use to log into Internet Banking and this App.

You can log onto the Banking on the go App by either:
1. entering your Username and a password which you have created within Internet Banking;
2. entering a Digital Secure Key Password. You can set up a Digital Secure Key on any mobile device that supports this functionality; or
3. entering your Username and a Log on Security Code generated by a Secure Key or Digital Secure Key located on another device.

Features of the Banking on the go App:
- you can make bill payments to people or organisations in the UK that you have recently paid using Internet Banking
- you can transfer money between your first direct accounts
- you can view your account balances
- you can view up to the last 90 transactions on your accounts
- you can set up a Digital Secure Key that you can use to access our full Internet Banking service (if you are using a device which supports this functionality).

Important things in our terms and conditions that you should be particularly aware of:

Security
You should make sure you keep your mobile telephone or tablet and the security details you use to log onto the Banking on the go App safe and secure. You must let us know as soon as possible if these are lost or stolen. You may be responsible for unauthorised payments made from your accounts if you have not kept your mobile telephone or tablet and your security details safe.

Charges
We do not charge for the App. However, your mobile network operator may charge you to access the App and these charges may vary if you use your mobile phone to access the App when abroad. You are responsible for these charges.

Suspension of the App
We can suspend the App in a limited number of situations, for example, for security reasons or because we suspect the App has been used fraudulently or in an unauthorised way. We will try to tell you in advance but may not always be able to. For full details about suspension please see Clause 6.

Changing the Terms
We can change these Terms. We will tell you about changes at least 2 months in advance. For full terms and conditions about changes please see Clause 8.
Banking on the go App licence Terms and Conditions

Contents

1 Glossary
2 Using the Banking on the go App
   Services available within the App
   How to make payments using the App
   Things you must not do
3 Responsibility and availability of service
   Using the Banking on the go App abroad
4 Your Security Duties
   Your security obligations
   What to do if there is a breach of security
   Unauthorised transactions
5 Abnormal and unforeseen circumstances
6 Suspension of the Banking on the go App
7 Ending this licence
8 Changes
9 Miscellaneous
10 Privacy and cookies
11 Your statutory rights
12 Governing law and language
These Terms apply to the App together with:

- the first direct Account Terms and Conditions and any other terms and conditions that apply to any account or service you can access using this App (the Product Terms); and
- any other terms and conditions that we tell you apply.

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

Only the following people have rights under these Terms:

- you; and
- us; and
- the supplier of the mobile device to which you have downloaded the App; and
- the operator of the App store from which you downloaded the App.

We will also provide you with a paper copy of the App terms once you have logged on for the first time after you have downloaded the App. You will be able to view the current version of the App terms under the Help or Terms tabs within the Banking on the go App.

This licence shall commence when you install the Banking on the go App and shall continue until terminated as set out in Clauses 9 or 10.2.

1 Glossary

"Amazon" means Amazon Digital Services, Inc., Amazon Media EU S.a.r.l., Amazon Services International, Inc., Amazon Servicos de Varejo do Brasil Ltda., and Amazon.com Int’l Sales, Inc and Amazon Australia Service Inc. (each an Amazon Party and together with their affiliates, Amazon).

"Banking on the go App" or "App" means the most current version of the first direct Banking on the go application which can be downloaded to any mobile device which runs an operating system supported by us.

"Banking on the go App services" means those services set out in Clause 2.5.

"Bill Payments" means a payment you make to someone else’s account in the UK, Channel Islands and Isle of Man.

"Existing Beneficiaries" means people or organisations you have made a payment to using Internet Banking within the last 13 months and which are displayed within the App.

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

"Internet Banking" means the first direct Internet Banking service. The Internet Banking Service is available by logging on at firstdirect.com.

"Transfers" means an internal transfer you make to another one of your first direct accounts (including a joint account).

"you", "your" and "yours" mean the person installing the Banking on the go 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 the Banking on the go App.

2 Using the Banking on the go App

2.1 You must be registered for first direct Internet Banking to be able to use the Banking on the go App. The Banking on the go App can be used on a mobile device running an operating system supported by us, from which you can access the internet. However, not all of our full Internet Banking service can be accessed using the App (please see Clause 2.5 below for details of which parts of the Internet Banking service are available). Because of this, we recommend that you log onto our full Internet Banking service at firstdirect.com at least every 14 days. The first direct Account Terms and Conditions contain provisions that apply to Internet Banking which will also apply to your use of the Banking on the go App.

2.2 You can set up a Digital Secure Key within the App on any device which supports this functionality. You can only set up a Digital Secure Key on one mobile device at a time. You can use the Digital Secure Key to log onto full Internet Banking and also to log onto the App. If you do not set up a Digital Secure Key you can log onto the App with your Internet Banking Username and other security information that we request. We notify you from time to time about changes in the security information we may require.

2.3 You should read any new secure e-messages we have sent you each time you log on to the App. You will be advised on the initial home screen when you log in if there are any new secure e-messages in your Inbox (if you are using a device that supports this functionality).

2.4 Updates to the App may be issued periodically through the supplying app store. For some devices, updates will be downloaded automatically. If this does not happen, you will need to download the update yourself. We may display in-App messages when you try to log on to remind you to do this. You should log onto the App regularly to check these messages. Depending on the update, you may not be able to use the App until the latest version has been downloaded. If the latest version of the App has not been downloaded and you have set up a Digital Secure Key, you may also not be able to access Internet Banking.

To make sure you always have access to the App and Internet Banking, you should keep your App updated.
Further details on how to register and use the Banking on the go App can be found at firstdirect.com/bankingapp in the Important Information option and from the "Information" section of the main menu within this Banking on the go App.

We will automatically log you out of the Banking on the go App if you have not used it for 10 minutes.

2.5 You can use the Banking on the go App to carry out the following services;
- check the balance and available balance on selected first direct accounts;
- view up to the last 90 transactions on selected first direct accounts (only transactions shown on your last statement and since your last statement will be available);
- make Transfers between your sterling first direct accounts which are displayed within the App;
- make Bill Payments to Existing Beneficiaries from your sterling accounts which are displayed with the App;
- view secure e messages within your Secure Message Inbox (if you are using a device which supports this functionality); and
- carry out any other additional service that we may provide in any future update of the Banking on the go App.

Not all of the services provided within the Banking on the go App may be available with your operating system. For more information, see our website at firstdirect.com/mobile-banking-app

You must not use the Banking on the go App for any other purpose. You cannot make payments in a foreign currency using this App.

How to make payments using the App

2.6 You can make a Transfer or Bill Payment using the App by logging on, using your username, and providing other security information that we request. When you have provided your payment instructions you will be given the opportunity to edit them and you will then be asked to confirm your payment instructions. This will be your agreement for us to make the payment. For further details about these types of payments please refer to the Product Terms.

Things you must not do

2.7 You must not copy or reproduce in any way the whole or any part of the Banking on the go App or make it available for others to copy.

2.8 You must not alter, modify or adapt the whole or any part of the Banking on the go App.

2.9 You must not remove or tamper with any copyright notice attached to or contained within the Banking on the go App and you agree that as between us and you all ownership in the Banking on the go App remains with us.

2.10 We use a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside the UK, Jersey, Guernsey and the Isle of Man. It is your responsibility to ensure that, if outside the UK, Jersey, Guernsey or the Isle of Man, your ability to use the Banking on the go App is allowed under local law. We are not responsible for any loss or damage you incur as a result of not being able to use, or allowed to use, the Banking on the go App in these jurisdictions.

2.11 You must not carry out reverse engineering of the Banking on the go App

2.12 You must not use any Internet-based service to harm or impair anyone else’s use of the Banking on the go App, and must not use such service to try to gain unauthorised access to any service, data or account by any means.

3 Responsibilities and availability of service

3.1 While we make reasonable efforts to provide the Banking on the go App services, we will not be liable for any failure to provide those services, in part or full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any suspension of the Banking on the go App services resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Banking on the go App services, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

3.2 iPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc. Android™ is a trademark of Google Inc. The trademarks BlackBerry® and BlackBerry App World™ is owned by Research In Motion Limited and are registered in the United States and may be pending or registered in other countries. We are not endorsed, sponsored, affiliated with or otherwise authorised by Research in Motion Limited. Windows®, Windows Phone® and Windows logo are trademarks of the Microsoft group of companies.

3.3 The Banking on the go App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality.

3.4 We are responsible for the Banking on the go App and its content. Apple Inc., Google Inc., Microsoft Corporation, Research in Motion Limited and Amazon do not have any responsibilities or obligations to you in relation to the Banking on the go App and will not provide any maintenance and support services for the Banking on the go App.

3.5 The Banking on the go App may only be installed and used by customers of first direct. You confirm that (i) you are not located in a country subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (ii) you are not listed on any US Government list of prohibited or restricted parties. Lists of these countries and parties may be found at http://www.state.gov and http://www.treasury.gov
You agree that we may use other HSBC Group companies and/or third parties to provide the App on our behalf.

We make no warranty or guarantee that the Banking on the go App will remain available for any system and may withdraw or disable it at any time in accordance with Clause 9.2. We are not responsible to you for any losses you may incur as a result.

Portions of the Banking on the go App utilise open source software, for more details see firstdirect.com/mobile-banking-app

Certain services, including the HSBC ATM/Branch finder, use information about your physical location sent from your mobile device (eg, GPS signals). If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us and Google to provide the relevant functionality in accordance with the terms and conditions, and privacy policy, of this Banking on the go App and those of Google. You will be asked to consent to the use of location services when you download the Banking on the go App or, for iOS devices, the first time you use the HSBC ATM/Branch finder tool. You may withdraw this consent at any time by turning off the location services settings on your mobile device.

Access to Google Maps/Google Earth APIs through the Banking on the go App is subject to the separate Google terms and conditions available at:
http://maps.google.com/help/terms_maps.html and

Your Security Duties

Your security obligations

These precautions include:

• never writing down or otherwise recording your security details in a way that can be understood by someone else;
• not choosing security details that may be easy to guess;
• taking care to ensure that no one hears or sees your security details when you use it;
• keeping your security details unique to Internet Banking and the Banking on the go App;
• not allowing anyone else to have or use your mobile telephone or your security details and not disclosing your security details to anyone, including the police and us;
• changing your security details immediately and telling us as soon as possible in accordance with Clause 4.3 if you know, or even suspect, that someone else knows your security details, or if we ask you to;
• keeping your security details and mobile device safe;
• complying with all reasonable instructions we issue regarding keeping your security details safe;
• once you have logged onto the Banking on the go App do not leave your mobile device unattended or let anyone else use your mobile device;
• logging out of the Banking on the go App once you have finished using the Banking on the go App services, and in particular not leaving the Banking on the go App running in the background whilst logged in (eg whilst multi-tasking, or running other apps);
• avoiding using ‘jailbroken’ or other potentially compromised operating systems, or running unapproved software or apps from unknown or untrusted sources;
• follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Banking on the go App or your mobile device (although you should never disclose your security details to them or information about your accounts with us).

After initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to us immediately.

You will be responsible for all instructions given by you or anyone acting with your authority from when you log onto the Banking on the go App until you log off the Banking on the go App.

You are responsible for making sure information either shown or stored on your mobile phone is kept secure.

You must advise us of any change to your mobile phone number without delay.

What to do if there is a breach of security

If you know or suspect that someone else knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen you must tell us without delay by calling us on 03 456 100 100† or +44 1132 345 678 if you are abroad, Minicom 03 456 100 147. Lines are open 24 hours a day including bank holidays. We may ask you to co-operate with us and the police into the actual or suspected misuse of your security details, the Banking on the go App or your Account(s).
Unauthorised transactions

4.7 Please refer to the Product Terms for details about unauthorised transactions. 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 use the Banking on the go App in accordance with the App Terms (including keeping safe your Banking on the go security details), or
• you intentionally or with gross negligence failing to notify us in accordance with Clause 4.3 if you know or suspect someone else knows your Banking on the go security details or has used or tried to use your security details.

5 Abnormal and unforeseen circumstances

We are not responsible if we do not comply with any of the App 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 of the Banking on the go App

We can, at any time, suspend your use of the Banking on the go App. We will do this if we think it is reasonably necessary because:

• we have concerns about the security of the Banking on the go App or Internet Banking; or
• we suspect that your Banking on the go App or Internet Banking has been used fraudulently or in an unauthorised way; or
• there is a significantly increased risk that you will be unable to repay any overdraft on any of your accounts; or
• there are UK or European legal obligations we have to meet.

If we do suspend your use of the Banking on the go App we will also suspend any other use by you of Internet Banking.

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.

If you have entered incorrect log on details on several occasions we will suspend your access to the Banking on the go App and Internet Banking. If this happens, you can reset your log on details within Internet Banking provided you can identify yourself and answer our reset security questions. Otherwise, you will need to telephone us.

You can ask us to lift any suspension by calling us on 03 456 100 100†.

7 Ending this licence

7.1 You can end this licence at any time by selecting “Service Options” from the menu in the Banking on the go App and then selecting “Cancel service” or you can contact us by telephone or in branch. You should also delete the Banking on the go App from your mobile device.

7.2 We can end this licence with you immediately in the following situations;

• if you have not used the Banking on the go App for 12 months you will have to re-register in order to use the Banking on the go App again; or
• if you have seriously or persistently broken any of the App Terms or the 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
  • your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account; or
  • you were not entitled to open your account or take out your service; or
  • we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
  • we have reasonable grounds to suspect that your security details have not been kept safe; or
  • if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or
  • if you have not satisfied any anti-money laundering requirements.

• there has been or we suspect there has been fraud involving any of your accounts or any transactions on any of your first direct accounts; or
The Product Terms set out your agreement with us concerning our use and sharing with other parties of information about you. Without limiting the Product Terms, you agree that we may use other HSBC Group companies and/or third parties to provide the Banking on the go App on our behalf.

9.1 The Product Terms set out your agreement with us concerning our use and sharing with other parties of information about you. Without limiting the Product Terms, you agree that we may use other HSBC Group companies and/or third parties to provide the Banking on the go App on our behalf.

10 Privacy and cookies

The first direct Account Terms and Conditions and the Product Terms set out how we will use and handle your personal data, including any personal data collected via the Banking on the go App. The Banking on the go App stores and accesses software (often referred to as 'cookies') on your device to aid security, maintain the connection to our systems, allow us to monitor how the Banking on the go App is being used, and store your preferences.

11 Your statutory rights

Nothing in the App Terms will reduce your statutory rights including your rights relating to mis-described accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation. For further information about your statutory rights contact your local authority Trading Standards Department or the Citizens Advice Bureau.

12 Governing law and language

The laws of England and Wales apply to these App Terms and how we dealt with you before this licence applied. The App Terms are in English and all communications we send to you will be in English.
Important information

Information about us

**first direct** is a division of HSBC Bank plc which provides financial services as its main business.

HSBC Bank plc are incorporated in England and Wales and are established at 8 Canada Square, London E14 5HQ which is our registered office. HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.

If you want to contact us with a general enquiry please call us on **03 456 100 100†**.

You can also send us a secure message through our Internet Banking service at hsbc.co.uk

Our regulators

**first direct** is a division of HSBC Bank plc. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 114216.

In the UK, HSBC Bank plc is also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority for the conduct of deposit taking, investments and general insurance business under reference number 114216 and for credit business under Interim Permission Number 6343.

In Jersey HSBC Bank plc is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business and we abide by the Code of Practice for Consumer Lending. In Guernsey HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance, Collective Investment Schemes and Investment Business. In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Supervision Commission.

General Information

It is possible that taxes or costs may apply to your use of the Banking on the go App that are not paid to us or imposed by us. For example, your mobile network provider may charge you.

You will be able to use the Banking on the go App once you have downloaded the App to your mobile device and log onto the App with your Internet Banking Username and other security information that we request.

Cancellation

For a period of 14 days after you have received a paper copy of the Banking on the go App Terms in the post, you have the right to cancel your contract with us. You can do this by calling us or in branch. You should also delete the Banking on the go App from your mobile device. If you do not cancel you can still end your contract with us at any time without notice.

How to complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. Please allow your local branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right.

However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet 'Listening to Your Comments'. You may be able to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. For accounts held in the Channel Islands or the Isle of Man you may be entitled to refer your complaint to the Financial Services Commission in Jersey or Guernsey and the Financial Services Ombudsman Scheme in the Isle of Man.
Compensation Scheme membership

We’re covered by the Financial Services Compensation Scheme (FSCS) which can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme and where necessary an eligible depositor can claim up to the current FSCS limit for deposits. For joint accounts, each account holder can claim their share so, for a joint account held by two eligible depositors, each can claim up to the FSCS deposit limit ie 2 x the current FSCS deposit limit. The FSCS deposit limit applies to the combined amount in all the eligible depositor’s accounts with us including their share of any joint account(s), not to each separate account.

first direct and HSBC are both trading names of HSBC Bank plc. Customers who hold deposits with both will only be eligible to make one claim, up to the FSCS deposit limit.

For further information about the scheme including the current limits, amounts covered and eligibility to claim please visit the FSCS website fscs.org.uk or call them on 020 7741 4100 or 0800 678 1100.

Deposits made with our branches in the Channel Islands and the Isle of Man are not protected by the rules made under the UK’s Financial Services and Markets Act 2000 for the protection of retail clients, including the UK Financial Services Compensation Scheme and the Financial Ombudsman Service.

In Jersey, HSBC Bank plc is a participant in the Jersey Banking Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website or on request. In Guernsey, HSBC Bank plc is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for ‘qualifying deposits’ up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details are available on the Scheme’s website www.dcs.gg or on request. Deposits made with our branches in the Isle of Man are protected by the Isle of Man Compensation of Depositors Regulations 2010. Full details available on request.

Need more help?

If you have any queries in relation to the Banking on the go App Terms and Conditions Privacy Policy, please contact our helpdesk on 03 456 100 100† or visit firstdirect.com/bankingapp where further information is available.

For details about How to Complain and the Financial Services Compensation Scheme please refer to the Important Information option accessed via the “Information” section of the main menu within the Banking on the Go App.

first direct is a division of HSBC Bank plc. HSBC Bank plc is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are a financial services organisation and banking institution. The Financial Conduct Authority is the supervisory authority under Consumer Credit Act 1974. Its address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. HSBC Bank plc is entered in the Financial Services Register under reference number 114216. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

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

© HSBC Bank plc 2015. All Rights Reserved. Member HSBC Group.

†Text-phone 03 456 100 147 or if calling from abroad +44 113 234 5678 (Text Relay +44 151 494 1260).
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.