

# **Terms and Condition for Personal Banking Customer**

## **1. Definitions**

In these Terms and Conditions, the following terms shall have the following meanings:

“Alerts” means the customized messages sent as short messaging service (SMS) to the Customer over his registered mobile phone.

“Account” means any account of the Customer with HSBC India, which may be savings/current/fixed deposit/credit card account/loan or any other account.

“Bank” means The HongKong & Shanghai Banking Corporation Limited, India, a Company incorporated under the Companies Ordinance of the Hong Kong Special Administrative Region (HKSAR), having its Registered Office at 1 Queens Road Central, Hong Kong and its India corporate office at 52/60 Mahatma Gandhi Road, Fort, Mumbai 400 001 (hereinafter referred to as “HSBC India”)

"CSP" means the Cellular Service Provider with whom HSBC India has an arrangement for providing the Facility

“Customer” means the person who holds an Account with HSBC India

"Facility" means the facility of receiving Alerts.

"Pull Facility" shall mean the facility through which the Customer will be able to make requests about their Account/s by sending key words through SMS to HSBC India’s Contact Number provided for the purpose.

"Keywords" shall mean specific words that need to be typed to get response to the message sent.

"Response shall mean the SMS sent by HSBC India in response of the request made by the Customer about their Account/s by sending "keywords" through SMS to HSBC India’s Contact Number provided for the purpose.

## **2. Availability**

2.1 The Facility is made available to the Customer, at the sole discretion of HSBC India and may be discontinued by HSBC India at any time, without notice. The Facility is currently available to customers with Accounts with HSBC India’s branches.

2.2 The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The Customer understands that unless he is a subscriber of the specific CSPs, the Facility will not be available.

2.3 The Alerts will be sent to the Customer only if the Customer is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs

2.4 HSBC India may, if feasible, extend the Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by it, from time to time.

2.5 One mobile number can be registered only against one customer id.

2.6 The pull facility will be available only to customers with active HSBC Personal Internet Banking accounts.

2.7 Alerts will be sent to the Customer's mobile number registered on HSBC India’s records for transactions in the customer's HSBC Premier Account in India which results into a Debit of INR

5,000 or a Credit of Rs. 10,000 and above. In case the Customer wishes to modify the standard threshold alerts and /or the existing alerts, the customer will have to provide written instructions to HSBC India. However the customer will receive alerts on all transactions done using HSBC Debit and Credit Card. To know more about the list of mobile alerts available and the procedure of

registering for the same, Customer should visit HSBC India's website - [www.hsbc.co.in](http://www.hsbc.co.in)."

### **3. Process**

The Customer acknowledges that Alerts will be implemented in a phased manner. HSBC India, may from time to time, change the features of any Alert.

### **4. Pull Alerts**

4.1 HSBC India shall allow Pull facility to the Customer's mobile phone number as registered by the Customer with HSBC India. It shall not be under any duty to verify the authenticity of the person receiving the information. The Customer is responsible for the accuracy of the mobile phone number and/or email address and/or any other Account information registered with HSBC India and the Customer shall be solely responsible for intimating to HSBC India any change in the phone number or email address or Account details.

4.2 The Customer undertakes to inform HSBC India in case he closes his account with it.

4.3 The Customer acknowledges that to receive Response of the Pull & Push facility, Customer's mobile phone must be in an "on" mode. If the Customer's mobile phone is kept "off" for a continuous period of 48 hours from the time of delivery to the CSP of the Response message by HSBC India, that particular Response message may not get delivered to the Customer .

4.4 The Customer acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by HSBC India. The Customer accepts that timeliness, accuracy and readability of Response sent by HSBC India will depend on factors affecting the CSPs and other service providers. HSBC India shall not be liable for non-delivery or delayed delivery of Response, error, loss or distortion in transmission of the Response to the Customer. In case the Customer observes any error in the information provided by HSBC India through this Facility, the Customer shall immediately inform it and HSBC India in turn will make the reasonable efforts to rectify the error as soon as possible.

4.5 HSBC India shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold HSBC India liable for non-availability of the Facility or non-performance by any CSPs or other service providers or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Response for the Customer's investment or business purposes) for causes which are not attributable to HSBC India. HSBC India shall not be liable in any manner to the Customer in connection with the use of the Facility.

4.6 The Customer accepts that each Response may contain certain Account information relating to the Customer. The Customer authorizes the Bank to send Account related information to an International/Local CSP for transmission of the SMS alerts.

4.7 The customer accepts that in case of alerts on TMDs, the balance received through the pull alerts will be the maturity amount of the TMD and may be different from the final amount payable to the customer especially in case of foreclosures.

4.8 In case of credit card accounts the balance received through the pull SMS will be an indicative balance and any unbilled transaction may not be reflected in the SMS alert received by the customer.

## **5. Receiving Alerts**

The Customer authorizes HSBC India to send any message such as season's greetings, birthday/anniversary greetings, or any other message that HSBC India may consider appropriate, to the Customer pertaining to the banking/credit card transactions.

## **6. Withdrawal or Termination**

HSBC India may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. HSBC India may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.

## **7. Fees**

HSBC India may at its sole discretion revise the charges/fees for use of any or all of the Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility. The Customer shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, as per the terms and conditions of the CSP and HSBC India is in no way concerned with the same.

## **8. Disclaimer**

8.1 HSBC India shall make all reasonable efforts to ensure that the Customer's personal/account information is kept confidential. HSBC India does not warrant the confidentiality or security of the messages whether personal information or account information or otherwise, transmitted through the Facility. The transmission of the messages, however, cannot be guaranteed to be completely secure and HSBC India will not be liable for loss of any information/instructions/Alerts in transmission nor be responsible for security of the transmission.

8.2 No information provided through the Service shall be regarded as an offer or invitation by HSBC India to buy or sell any goods, products, services or securities nor are such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party.

8.3 HSBC India will not be concerned with any dispute between the Customer and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for delivery or accuracy of the contents of each Alert.

## **9. Disclosure**

The Customer accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of HSBC India (and its affiliates). HSBC India is authorized to provide any information or details relation to the Customer of his Account to the CSPs (either locally or outside the country) or any service providers so as to enable them to provide any services to the customers.

## **10. Liability and Indemnity**

The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable in damages to HSBC India. In consideration of HSBC India providing the Facility, the Customer agrees to indemnify and keep safe, harmless and indemnified HSBC India from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which it may at any time incur, sustain, suffer or be put to as a consequence of our arising out of acting in good faith, acting on omitting or refusing to act on any instructions given by use of the Facility. The customer shall indemnify HSBC India for unauthorized access by any other person to any information given by the customer or breach of confidentiality

## **11. Amendment**

HSBC India may amend the above terms and conditions, at any time without prior notice to the Customer and such amended terms and conditions will thereupon apply to and be binding on the Customer.

## **12. Governing Law and Jurisdiction**

The provision of the Facility shall be governed by the laws of India and any disputes in this regard shall be subject to the exclusive jurisdiction of courts in Mumbai.

"I/We wish to avail of the Mobile Push Alert Services and receive SMS Alerts on my mobile phone number registered with HSBC India. I/We have read and understood the terms and conditions related to the service (a copy of which is available as part of the Account Rules on [www.hsbc.co.in](http://www.hsbc.co.in)). I understand that HSBC India may, at its absolute discretion, discontinue the service completely or partially without any notice to me/us. I/We agree that HSBC India may debit my/our account for service charges as per the prevailing tariff from time to time. I/We accept and agree to be bound by the above-mentioned terms and conditions and to any changes made therein from time to time in the future. I/We undertake to intimate HSBC India immediately in the event of any change in my mobile phone number. I/We also understand that the SMS Alerts under this service may contain certain Personal and/or Account Information. I/We also understand and acknowledge that while HSBC India will make all reasonable efforts to ensure that the my/our personal/account information is kept confidential, the SMS Alerts cannot be guaranteed to be completely secure and HSBC India accepts no liability in this regard."