



HSBC Secure Pay Terms and Conditions

Terms and Conditions for HSBC's MasterCard® SecureCode™

These Terms and Conditions ("Terms") explain your responsibilities and obligations relating to your use of HSBC's MasterCard SecureCode service ("Service"). By registering for and/or using the Service you acknowledge that you have read and understood these Terms and you agree to be bound by them.

1. Definitions

In these Terms references to:

"card" means the credit or debit MasterCard issued by us that are associated with your SecureCode for the Service;

"including" means including, without limitation to the generality of the surrounding words;

"our", "ours", "us" and "we" refer to The Hongkong and Shanghai Banking Corporation Limited; and

"you", "your" and "yours" refer to you, our customer.

2. Applicable terms

a. When you use the Service, you must comply with these Terms and other applicable terms, including the terms relating to your cards like the Card Cardholder Agreements and the terms of our website from which you access the Service which include the 3 statements : (i) Privacy and Security, (ii) Terms of Use and (iii) Hyperlink Policy.

b. If these Terms contradict other applicable terms, these Terms will (in relation to your use of the Service) override those other terms to the extent that there is a contradiction.

3. Changing these Terms, the Service, and fees

We reserve the right to change these Terms and fees relating to the Service, if any, at any time, and you agree to be bound by all changes we make. We will give you at least 30 days notice of these changes. Notice of any changes to these Terms may be made by posting a notice on our website, advertisement or such other means as we, acting reasonably, may determine. You can access the current version of these Terms on our website.

4. Your SecureCode and Personal Greeting [Your Security Duties]

a. When you register for the Service, you will need to designate a password ("SecureCode") and a personal greeting ("Personal Greeting").

b. We use your SecureCode to identify you. Clause 10 sets out your liabilities for everything that is done with your SecureCode.

c. You should use your Personal Greeting to identify us.

d. You must keep your SecureCode and your Personal Greeting secret and secure at all times and take steps to prevent unauthorised use of your SecureCode and your Personal Greeting.



e. You agree to follow the guidance and any security recommendation or procedures issued by us from time to time including those provided on-line. Your failure to do so will constitute a breach of these Terms and will be deemed as negligence on your part.

5. Registration

a. You can register for the Service by logging on to online@hsbc and follow our online registration procedures.

b. By registering for the Service, you are authorising us to use and retain certain information about you and your cards; and signify your consent to disclose to third party entities certain information including your cardnumber, email address and such other information as may be necessary to carry out this service.

c. Your registration for the Service is subject to our approval. In case of rejection, we are under no obligation to notify you of the reason for the rejection.

d. Your failure to register for the Service may result in your inability to use your cards for online and other transactions which require authentication by the Service.

6. Your information

a. You must provide information that we reasonably request to enable us to provide the Service. If you do not provide the information we request, we may not be able to provide the Service to you. You warrant that information you provide to us in relation to the Service is true, complete and up-to-date at all times.

b. Your registration data, your other personal information including your use of the Service may be used for record keeping and reporting purposes, as well as to help resolve transaction disputes. Your registration data and other personal information relating to the Service, however, will not be transferred by us to the merchants.

7. Authentication

a. By registering for the Service, you authorise our Bank and the use of the Service to authenticate your identity, your cards and/or the use of your cards to make payment for the transactions concerned.

b. When engaging in an online transaction or other transactions for which the Service is used, you may be required to enter your SecureCode before the merchant accepts your cards in payment for the transactions. If you are unable to provide your SecureCodes or if the authentication through the Service fails, the merchant may not accept your cards in payment for the transactions concerned. Our Bank cannot be held liable for any merchant's refusal to accept your cards for the said payment, whatever the reasons shall be.

8. Accuracy of information

If there is any inconsistency between our internal records, and information relating to your cards and their related card accounts or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.



9. Exclusion of warranties and limitation of our liability

a. Where you are a "personal customer" in terms of the Code of Banking Practice in force from time to time ("Banking Code"), nothing in these Terms is intended to limit the application of the Banking Code, and these Terms are to be deemed to be modified to the extent necessary to give effect to the foregoing.

b. Subject to Clause 10, and to the maximum extent permitted by applicable law:

i. we give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and non-infringement;

ii. in no event will we be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages;

iii. due to the nature of the Service, we will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by our negligence or deliberate default; and

iv. we cannot be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of HSBC's MasterCard SecureCode, whether within or outside our control.

10. Your liability [for unauthorized transactions]

a. If you have acted negligently or fraudulently, you are liable for all claims, losses and consequences arising from or in connection with your use of the Service.

b. If you let any other person use your SecureCode or has knowledge of your Personal Greeting, you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the Service by or with the consent of that person.

c. If you have contributed to an unauthorized transaction, you may be liable for some or all of the losses resulting from the unauthorized transaction. Ways you can contribute to an unauthorized transaction include selecting an unsuitable SecureCode, keeping a written record of your SecureCode and your Personal Greeting, disclosing your SecureCode or Personal Greeting to any other person, failing to take reasonable steps to prevent disclosure of your SecureCode or Personal Greeting to any other person, failing to take reasonable steps to observe any of your security duties referred to in these Terms and unreasonable delay in notifying us of an actual or possible disclosure to any other person of your SecureCode or Personal Greeting.

d. If you have promptly reported an actual or possible disclosure of your SecureCode or Personal Greeting to us, you are not liable for loss occurring after you have notified us unless you have acted fraudulently or negligently.

e. If you are a "personal customer" in terms of the Banking Code, Clauses 10(a) to (d) set out your liability for use of your SecureCode and Personal Greeting. Except to the extent that Clauses 10(a) to (d) limit your liability in specific circumstances, you are liable to us and shall indemnify us for all claims, losses and consequences arising from or in connection with your use



of the Service, use of the Service by any person using your SecureCode or Personal Greeting, and losses and consequences otherwise caused or contributed to by you..

11. Suspension and Termination

a. We reserve the right to at any time suspend the Service without notice where we consider necessary or advisable to do so, for example, to protect you when there is a suspected breach of security, or when we have reasonable grounds to suspect that your registration data is untrue, inaccurate, not current or incomplete or we need to suspend the Service for maintenance or other reasons.

b. We may, without giving you notice or reason, terminate the Service or its use by you. You can request termination of your use of the Service at any time by calling our Credit Cards Customer Service Hotline appearing on our website. Your termination will be effective when we de-register you from the Service.

12. General

a. Communications: Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) three days if the address is within Metro Manila and seven days after posting if the address is outside Metro Manila or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you to us. Communications sent by you to us are deemed to be delivered to us on the day of actual receipt.

b. Severability: If any part of these Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement.

c. Waiver:

i. A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.

ii. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.

iii. Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.

d. Governing Law and Jurisdiction: The Service and these Terms are governed by and must be construed in accordance with the laws of the Philippines. The parties submit to the non-exclusive jurisdiction of the Courts of Makati City. These Terms may be enforced in the Courts of any competent jurisdiction.



HSBC's Verified by Visa Terms and Conditions

These Terms and Conditions ("Terms") explain your responsibilities and obligations relating to your use of HSBC's Verified by Visa service ("Service"). By registering for and/or using the Service you acknowledge that you have read and understood these Terms and you agree to be bound by them.

1. Definitions

In these Terms references to:

"card" means the credit or debit Visa card issued by us that are associated with your Password for the Service;

"including" means including, without limitation to the generality of the surrounding words;

"our", "ours", "us" and "we" refer to The Hongkong and Shanghai Banking Corporation Limited; and

"you", "your" and "yours" refer to you, our customer.

2. Applicable terms

a. When you use the Service, you must comply with these Terms and other applicable terms, including the terms relating to your cards like the Terms and Conditions and the terms of our website from which you access the Service which include the 3 statements : (i) Privacy and Security, (ii) Terms of Use and (iii) Hyperlink Policy.

b. If these Terms contradict other applicable terms, these Terms will (in relation to your use of the Service) override those other terms to the extent that there is a contradiction.

3. Changing these Terms, the Service, and fees

a. When you register for the Service, you will need to designate a password ("Password") and a personal assurance message ("PAM").

b. We use your Password to identify you. Clause 10 sets out your liabilities for everything that is done with your Password.

c. You should use your PAM to identify us.

d. You must keep your Password and your PAM secret and secure at all times and take steps to prevent unauthorised use of your Password and your PAM.

e. You agree to follow the guidance and any security recommendation or procedures provided by us on-line. Your failure to do so will constitute a breach of these Terms and will be deemed as negligence on your part.

4. Your Password and PAM [Your Security Duties]

a. When you register for the Service, you will need to designate a password ("Password") and a personal assurance message ("PAM").

b. We use your Password to identify you. Clause 10 sets out your liabilities for everything that is done with your Password.

c. You should use your PAM to identify us.



d. You must keep your Password and your PAM secret and secure at all times and take steps to prevent unauthorised use of your Password and your PAM.

e. You agree to follow the guidance and any security recommendation or procedures provided by us on-line. Your failure to do so will constitute a breach of these Terms and will be deemed as negligence on your part.

5. Registration

a. You can register for the Service by logging on to online@hsbc and follow our online registration procedures.

b. By registering for the Service, you are authorising us to use and retain certain information about you and your cards; and signify your consent to disclose to third party entities certain information including your cardnumber, email address and such other information as may be necessary to carry out this service.

c. Your registration for the Service is subject to our approval. In case of rejection, we are under no obligation to notify you of the reason for the rejection.

d. Your failure to register for the Service may result in your inability to use your cards for online and other transactions which require authentication by the Service.

6. Your information

a. You must provide information that we reasonably request to enable us to provide the Service. If you do not provide the information we request, we may not be able to provide the Service to you. You warrant that information you provide to us in relation to the Service is true, complete and up-to-date at all times.

b. Your registration data, your other personal information including your use of the Service may be used for record keeping and reporting purposes, as well as to help resolve transaction disputes. Your registration data and other personal information relating to the Service, however, will not be transferred by us to the merchants.

7. Authentication

a. By registering for the Service, you authorise our Bank and the use of the Service to authenticate your identity, your cards and/or the use of your cards to make payment for the transactions concerned.

b. When engaging in an online transaction or other transactions for which the Service is used, you may be required to enter your Password before the merchant accepts your cards in payment for the transactions. If you are unable to provide your Passwords or if the authentication through the Service fails, the merchant may not accept your cards in payment for the transactions concerned. Our Bank cannot be held liable for any merchant's refusal to accept your cards for the said payment, whatever the reasons shall be.

8. Accuracy of information

If there is any inconsistency between our internal records, and information relating to your cards and their related card accounts or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

9. Exclusion of warranties and limitation of our liability

- a. Where you are a "personal customer" in terms of the Code of Banking Practice in force from time to time ("Banking Code"), nothing in these Terms is intended to limit the application of the Banking Code, and these Terms are to be deemed to be modified to the extent necessary to give effect to the foregoing.
- b. Subject to Clause 10, and to the maximum extent permitted by applicable law:
- i. we give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and non-infringement;
 - ii. in no event will we be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages;
 - iii. due to the nature of the Service, we will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by our negligence or deliberate default; and
 - iv. we cannot be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of HSBC's Verified by Visa, whether within or outside our control.

10. Your liability [for unauthorised transactions]

- a. If you have acted negligently or fraudulently, you are liable for all claims, losses and consequences arising from or in connection with your use of the Service.
- b. If you let any other person use your Password or has knowledge of your PAM, you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the Service by or with the consent of that person.
- c. If you have contributed to an unauthorised transaction, you may be liable for some or all of the losses resulting from the unauthorised transaction. Ways you can contribute to an unauthorised transaction include selecting an unsuitable password, keeping a written record of your Password and your PAM, disclosing your Password or PAM to any other person, failing to take reasonable steps to prevent disclosure of your Password or PAM to any other person, failing to take reasonable steps to observe any of your security duties referred to in these Terms and unreasonable delay in notifying us of an actual or possible disclosure to any other person of your Password or PAM.
- d. If you have promptly reported an actual or possible disclosure of your Password or PAM to us, you are not liable for loss occurring after you have notified us unless you have acted fraudulently or negligently.
- e. If you are a "personal customer" in terms of the Banking Code, Clauses 10(a) to (d) set out your liability for use of your Password and PAM. Except to the extent that Clauses 10(a) to (d) limit your liability in specific circumstances, you are liable to us and shall indemnify us for all claims, losses and consequences arising from or in connection with your use of the Service, use of the Service by any person using your Password or PAM, and losses and consequences otherwise caused or contributed to by you.

11. Suspension and Termination

a. We reserve the right to at any time suspend the Service without notice where we consider necessary or advisable to do so, for example, to protect you when there is a suspected breach of security, or when we have reasonable grounds to suspect that your registration data is untrue, inaccurate, not current or incomplete or we need to suspend the Service for maintenance or other reasons.

b. We may, without giving you notice or reason terminate the Service or its use by you. You can request termination of your use of the Service at any time by calling our Credit Cards Customer Service Hotline appearing on our website. Your termination will be effective when we de-register you from the Service.

12. General

a. Communications: Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) three days if the address is within Metro Manila and seven days after posting if the address is outside Metro Manila or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you to us. Communications sent by you to us are deemed to be delivered to us on the day of actual receipt.

b. Severability: If any part of these Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement

c. Waiver:

i. A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.

ii. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.

iii. Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.

d. Governing Law and Jurisdiction: The Service and these Terms are governed by and must be construed in accordance with the laws of the Philippines. The parties submit to the non-exclusive jurisdiction of the Courts of Makati City. These Terms may be enforced in the Courts of any competent jurisdiction.