Fast Balance Licence App
Terms and Conditions

Your agreement with us for your use of the Fast Balance App consists of:
• These Fast Balance App licence Terms and Conditions together with any additional Terms and Conditions we may give you relating to the Fast Balance App (the “Terms”), and
• Any terms and conditions that apply to any specific product or service you can access via the Fast Balance App which may be provided before, at the same time as, or after you have downloaded, the Fast Balance App (“the Product Terms”).

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

We may change the Terms in accordance with clause 10.

No third party will have any rights under the Terms, except that Apple, Google Inc. and Research In Motion Limited (and their subsidiaries) are third party beneficiaries of the Terms and have the right to enforce the Terms against you.

Please read the Terms and keep them in a safe place. You can ask for a copy of the Terms at any time. The current Terms can be found under the Service Options/Information tab within the Fast Balance App and can be downloaded from our website at www.hsbc.co.uk/fast-balance. We recommend you print or download a copy of the terms for your records.

We grant you a non-assignable, non-transferable, non-exclusive licence to use the Fast Balance App (which shall include any future updates made available to you from time to time which may be subject to additional terms which will be provided to you at the time any update is made available) subject to the obligations and/or restrictions in these Terms. You shall not sub-licence or grant any rights of use or any other rights in respect of the Fast Balance App to any other person. You will be deemed to have accepted these Terms by installing the Fast Balance App on any mobile phone.

This licence shall commence when you install the Fast Balance App and shall continue until terminated as set out in clauses 9.1 or 10.3.

1. Definitions

“Account” means any account you hold with us in respect of which we have issued you with a current unexpired debit card.

“Fast Balance App” means the HSBC Bank plc Fast Balance Application which can be downloaded to an iPhone, an Android™ mobile telephone or a BlackBerry® mobile telephone from Apple App Store, Android Market or BlackBerry App World™.

“Fast Balance App services” means those services set out in clause 2.1.

“you”, “your” and “yours” mean the person installing the Fast Balance App

“we”, “us” and “our” mean HSBC Bank plc, and any agents we appoint to provide all or part of the Fast Balance App.

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

2. Using the Fast Balance App

2.1 You can use the Fast Balance App to do the following:
• Check the balance and available balance on your Account;
• View the last 6 transactions on your Account;
• Make pay-as-you-go top ups on up to 5 mobile telephones. You must ensure that you enter the correct mobile telephone number when purchasing mobile telephone top-ups as we will not provide a refund if you enter an incorrect mobile telephone number; and
• Carry out any other additional service that we may provide in any future update of the Fast Balance App.

You must not use the Fast Balance App for any other purpose.

2.2 You can use the App in respect of up to five Account(s) but each Account has to be registered with us using the process within the Fast Balance App.

You will need to log onto the App, on each occasion you want to use it, with your Fast Balance PIN.

Further details on how to register and use the Fast Balance App can be found at www.hsbc.co.uk/ways-to-bank/mobile.

2.3 You will be able to make a payment to top up a pay-as-you-go mobile telephone by;
• Logging onto the Fast Balance App using your Fast Balance PIN; and
• Choosing the Account you wish to make the payment from; and
• Choosing or inputting the mobile telephone number you wish to make the top-up payment on; and
• Inputting the amount of the top-up;

You will then be asked to confirm your payment instructions. This will be your agreement for us to deduct the amount of the top-up from your chosen Account. Please refer to the Product Terms for details about when we will and will not make payments.

2.4 You cannot withdraw your consent to make the payment but your mobile phone network provider may make a refund. We will credit your account when we receive the refund. We are not responsible for any delay in receiving the refund. We are not responsible if your mobile phone network provider refuses to accept a mobile phone top up payment.

2.5 We will deduct the amount of the top-up from your Account immediately. We will make the payment to your mobile phone network provider on that same day.

2.6 We will make the top-up payment based on the information provided at clause 2.3 above. If you provide us with incorrect information, we will not be responsible if the payment is not made, is delayed or is made incorrectly.

2.7 You may only use the Fast Balance App on one single registered mobile phone belonging to you or under your control. You will need to register separately each additional or replacement mobile phone.

2.8 You must not copy or reproduce in any way the whole or any part of the Fast Balance App.

2.9 You must not alter, modify or adapt the whole or any part of the Fast Balance App.

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

2.11 The Fast Balance App may only be installed by our customers in the United Kingdom (including Jersey, Guernsey and the Isle of Man). You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
2.12 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 Fast Balance 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 Fast Balance App in these jurisdictions.

2.13 You must not carry out reverse engineering of the Fast Balance App.

3 Responsibilities and availability of service

3.1 While we make reasonable efforts to provide the Fast Balance 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, in particular, any suspension of the Fast Balance App services resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Fast Balance 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 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.

3.3 The Fast Balance App is provided “as is” with no representation, guarantee or warranty of any kind as to its functionality.

3.4 You agree that neither Apple, Google Inc., nor Research in Motion Limited are under any obligation to provide any maintenance and support services for the Fast Balance App.

3.5 Apple, Google Inc., Research in Motion Limited, any mobile telephone network provider and any intermediary making the Fast Balance App available for download, will not have any responsibilities or obligations to you in relation to the Fast Balance App. This includes (but is not limited to) alleged breaches of a third party’s intellectual property rights. All complaints relating to the Fast Balance App should be addressed to us in accordance with the complaints procedure set out in the Product Terms.

4. Your security duties

4.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your mobile telephone and Fast Balance PIN. These precautions include but are not limited to all of the following, as applicable:

- Never writing down or otherwise recording your PIN in a way that can be understood by someone else;
- Not choosing a PIN that may be easy to guess;
- Taking care to ensure that no one hears or sees your PIN when you use it;
- Keeping your PIN unique to the Fast Balance App;
- Not allowing anyone else to have or use your mobile telephone or your PIN and not disclosing your PIN to anyone, including the police and us;
- Changing your PIN 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 PIN, or if we ask you to;
- Keeping your PIN and mobile telephone safe;
- Complying with all reasonable instructions we issue regarding keeping your PIN safe;
- Once you have logged onto the Fast Balance App do not leave your mobile telephone unattended or let anyone else use your mobile telephone until you have logged off;
- Follow all security measures provided to you by Apple, Android or Blackberry that apply to your use of the Fast Balance App or your mobile telephone (although you should never disclose your PIN to them or information about your Accounts with us).

4.2 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.

4.3 If you know or suspect that someone else knows your PIN, or has used or tried to use it, or if your mobile telephone is lost or stolen you must tell us without delay by calling us on 08456 00 7010 or +44 1442 422929 if you are abroad, textphone 1800 109547 125 563. 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 PIN, the Fast Balance App or your Account(s).

4.4 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 Fast Balance App in accordance with the Terms (including keeping safe your Fast Balance PIN), 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 Fast Balance PIN or has used or tried to use your PIN.

4.5 You will be responsible for all instructions given by you or anyone acting with your authority between when you log onto the Fast Balance App until you log off the Fast Balance App.

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

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

5. Transactions

5.1 You acknowledge that you are responsible for all transactions carried out using the Fast Balance App and for the repayment of any debt that arises from the use of the Fast Balance App.

6. Charges

6.1 We do not currently charge for the Fast Balance App. However, your mobile phone network operator may charge you and these charges may vary if you use your mobile phone to access the Fast Balance App when abroad.

7. Abnormal and unforeseen circumstances

7.1 We will not be responsible to you if we fail to 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.

8. Suspension of the fast balance app

8.1 We may, at any time, suspend your use of the Fast Balance App if we have reasonable grounds which relate to the security or the suspected unauthorised or fraudulent use of the Fast Balance App; or if we consider there is a significantly increased risk that you will be unable to repay any overdraft on your Account. If the debit card issued to you on your Account is lost or stolen or expires we will suspend your use of the Fast Balance App in respect of that Account for security reasons. We will do this immediately we receive notice from you that your debit card has been lost or stolen or when your existing card expires. When you receive a new debit card from us you can remove the suspension by updating your debit card details in the Fast Balance App using the “Manage Account” option.

8.2 We will normally give you advance notice (in writing, by phone or in branch) if we are going to suspend your use of the Fast Balance App. We may occasionally suspend your use of the Fast Balance App without notifying you where we have been unable to contact you in advance. We may also suspend your use of the Fast Balance App due to national or European legal obligations that apply to us. You can ask us to lift any suspension by calling us on 08457 404404.

9 Ending this licence

9.1 You can end this licence at any time by selecting “Service Options” from the menu in the App and then selecting “Cancel service” or you can contact us by telephone or in branch.
9.2 We can end this licence with you immediately in the following situations:

- If you have not used the Fast Balance App for 12 months. You will have to re-register in order to use the Fast Balance App again; or
- If you have significantly broken any of the Terms or the Product Terms; or
- There has been or we suspect there has been fraud involving any of your Accounts or any transactions on any of your HSBC Bank plc accounts; or
- If there has been or we suspect there has been suspicious activity on your Account; or
- We have reasonable grounds to suspect that your PIN has not been kept safe; or
- We have reasonable grounds to suspect unauthorised or fraudulent use of your PIN; 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; or
- If we have demanded that you repay an overdrawn balance on your Account to us and you fail to do so.
- If the App is withdrawn by Apple, Google Inc or Research In Motion Limited.

We will give you notice in writing immediately after your Account has been closed.

9.3 We may end this licence for any other reason by giving you at least two months’ written notice.

9.4 You must delete the Fast Balance App from your mobile telephone if you change your mobile telephone or dispose of it.

9.5 Upon termination of this licence for any reason;

- you must uninstall the Fast Balance App from your mobile telephone and destroy all copies of the Fast Balance App including all components of it in your possession; and
- All rights granted to you in respect of the Fast Balance App will immediately end.

10 Variation

10.1 We may change the Terms (including, but not limited to, introducing new charges and changing the types of payments you can make using the Fast Balance App). We will tell you about the changes by post, email, secure e-message, a message on your statement, or in any other way that will be sent to you individually at least 2 months before the changes take effect.

10.2 We may make any change to the Terms for all or any of the reasons set out below that apply.

- If the change is favourable to you.
- Following, or in anticipation of, and to respond to a change in relevant law or regulation or to respond to a change in industry guidance or code of practice or good banking practice.
- To respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
- To make the Terms clearer.
- To respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- To respond to any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any Bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country’s central bank when dealing with foreign currency).
- To respond to changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- To respond to any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- To improve the services we provide.
- To respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

Where we make any change under this clause the change will be proportionate to the underlying reason for the change.

10.3 You may end this licence within two months of the date of any advance notice of a change we send to you, or, if longer, up to the date the change is due to take effect. There will be no charge for this. If you do not tell us that you want to end this licence, and if we do not hear from you before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

11 Miscellaneous

11.1 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 Fast Balance App on our behalf.

11.2 If any part of the Terms becomes void, illegal or unenforceable, this will not affect the validity of the remaining Terms.

11.3 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these terms later on.

11.4 Your statutory rights

Nothing in the 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.

11.5 Governing law and language

The Terms are governed by the laws of England and Wales as are our dealings with you until the time this licence is formed. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.

The Terms are in English and all communications we send to you will be in English.

Need more help?

If you have any queries in relation to the Terms and Conditions or Privacy statement, please contact our helpdesk on 08457 404404 (the helpdesk is open 8am to 10pm Monday to Sunday) or visit www.hsbc.co.uk/fast-balance where further information is available.