

Business PhoneBanking Terms and Conditions

The use of the Bank's Business PhoneBanking service is governed at all times by (i) the General Terms & Conditions (Accounts) in case you are a consumer in terms of the Consumer Affairs Act (Chapter 378 of the Laws of Malta) or a micro-enterprise as defined in paragraph 3 of the Business Promotion Regulations, 2000, or the General Terms and Conditions (Corporate Opt-Out) – Accounts, in case you are a non-micro-enterprise (i.e. you exceed the conditions for qualification as a micro-enterprise in terms of paragraph 3 of the Business Promotion Regulations, 2000), hereinafter together referred to as the "General Terms"; and (ii) these Terms and Conditions for Business PhoneBanking which are deemed to have been accepted by the customer upon application for this service.

Notwithstanding anything stated in the General Terms, in case of any conflict between the Business PhoneBanking Terms and Conditions and the General Terms, the General Terms shall prevail.

1. Defined terms

In these Business PhoneBanking Terms and Conditions

"Bank" means HSBC Bank Malta p.l.c.;

"Customer" means the account holding legal entity/sole trader/unregistered partnership;

"PBN" means the ten digit PhoneBanking Number by which the User is identified;

"Password" refers to the 6 digit code;

"PIN" means a Personal Identification Number, which together with the PhoneBanking Number (PBN) gives the Customer/User access to the Service and/or can be required to authenticate your card payment transactions through a two-factor authentication process;

"Service/s" means the provision of Business PhoneBanking services via telephone, or operator-assisted means, or any other future means;

"System" means the Business PhoneBanking system;

"User" means any person who is registered as such for the use of the Services on behalf of a Customer as authorised by the signatories to the account;

"Available Balance" excludes any uncleared funds from the ledger balance but includes any approved overdraft limits.

The terms used in these Terms and Conditions, unless defined herein or the context otherwise requires shall bear the same meaning assigned to them in the General Terms.

2. Security of PBN and PIN

- The Bank will assign a PBN and PIN to the User. The PIN will be notified to the User in a secure form, together with instructions for its activation and use. Upon receipt of this advice, it is recommended that the User changes the said PIN into a new one of his/her own choice, which he/she must keep secret. If the User suspects that his/her PIN has become known to any other person, the User shall change his/her PIN immediately.
- If User loses or forgets the PIN, User is to report the matter on the Bank's customer service number 2380 8000 Monday to Friday between 8.00am to 5.00pm excluding Public and Bank Holidays. Bank will deactivate the Service and send a new Phone Banking PIN to the customer upon verbal authentication.

- If the User is not identified by the System, that is by the use of the PBN and PIN, Customer Representatives will be precluded from giving any account information whatsoever.
- If upon registration for the Service, the Customer chooses to receive the PBN and PIN by post, then should these come in possession of any person who is not the User, the Customer accepts to bear any loss that Customer or the Bank may suffer through the unauthorised use of such PBN and PIN. Alternatively, the Customer may opt to collect the PBN and PIN from the branch.

3. Using the Service

- Through this Service, the User may have either full rights or enquiry rights only. The Bank may, at its discretion, extend the Service to specific transactions.
- The Bank will act on any instruction received with a PBN and relative PIN provided the User's access to the Service has not been suspended by the Bank and/or the account signatories. All enquiries/transactions which are affected on the system using the PBN and the relative PIN/Password shall be considered as having been authorised by the User.
- Where an account is held by more than one customer, the mandate/s governing the account will also govern the use of the Service. The Service is only available on those accounts whose mandate allows any one of its signatories to operate the account.
- The Customer/User should carefully check account records and statements once received. If the Customer/User believes that there has been a mistake in any transaction using the Service, the User/Customer must notify the Bank by contacting Customer Service on 2380 8000, Monday to Friday from 8.00am to 5.00pm, excluding Public and Bank holidays. If the customer believes that there has been an unauthorised transaction, the Customer must notify the Bank immediately by contacting Customer Service on 2148 3809 a service available 24 hours a day, 7 days a week. The Bank will deactivate the Service.
- Any time mentioned in these Terms and Conditions refers to Malta time as registered on the Bank's PhoneBanking System.
- Normal banking practice will apply in carrying out banking transactions effected by the User via the Service.
- The Account balance at the disposal for transactions by the User is the available balance provided there exist no legal impediments frustrating the availability of such balance.

- The User shall not overdraw the Customer's accounts by using the Service unless previously agreed to with the Bank.
- The Customer/User warrants that all details submitted under the Business PhoneBanking Services are true and correct and that the foreign exchange will be used solely for the purpose as stated at the time of the transaction.
- The Bank will endeavor to maintain an efficient service. However, in so far as permitted the Central Bank of Malta Directive 1 of 2009, the Bank shall not be liable for any loss incurred or damage suffered by the User and/or the Customer as a result of financial or other information provided by the Service being inaccurate or not up to date. Nor shall the Bank be liable for any transaction not being carried out or being carried out incorrectly when this is caused directly or indirectly by failure of equipment, electronics, communication or similar failures or by misrouting of information, industrial dispute or other causes beyond the Bank's control.

4. Changes to these Terms and Conditions

The Bank may change and/or add to these Business PhoneBanking Terms and Conditions for security, legal, regulatory, market or other reasons specified in the General Terms, provided the Bank will, where applicable, give prior notice to the User and/or the Customer of any addition and/or changes either in writing or by publication thereof in the local media, on our website or in our branches. If any change to these Business PhoneBanking Terms and Conditions is favourable to the User and/or the Customer, the change will take place immediately but the Bank will, within 30 days of the change, tell the User and/or Customer about it personally or put notices in the national press, on our website or in our branches.

5. Recording telephone calls

Telephone calls to the Bank are recorded for security and training purposes.

6. Termination

Both the Bank and the User and or the Customer may decide to discontinue providing/receiving this Service by notice in writing to the other without giving any reasons.

7. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services within the first 12 months of applying for the Service, including the right to impose a charge for its provision of the PBN and to revise such fees. The Bank shall determine and give prior notice to the User and/or Customer of the rate of any fee from time to time, which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify. The Customer authorises the Bank to debit any of his accounts with any fees and/or charges in relation to the use and/or termination of the Services.

8. Availability of Service

The automated service of Business PhoneBanking is available 24 hours a day, 7 days a week; whereas the Customer Service Representative service is available between Monday and Friday from 8.00am to 5.00pm excluding Public and Bank holidays (except for reporting of loss/stolen PIN or of unauthorised transactions which service is available 24 hours a day 7 days a week on 2148 3809).

9. Governing Law

This agreement is governed by Maltese Law and shall be subject to the non-exclusive jurisdiction of the Maltese courts.

10. Language

These Business PhoneBanking Terms and Conditions are in English and all communications we send you will be either in English or in Maltese.

11. Use of Data

The User and the Customer hereby authorise and give their consent to the Bank and to the HSBC Group to record, use, exchange, analyse and assess relevant information about them and their relationships within the HSBC Group including the nature of their transactions, for credit assessment, market research, insurance purposes and in servicing their relationships with the HSBC Group. This may include information provided by the User and/or the Customer or someone acting on their behalf, which is relevant to their relationship with the Bank including information obtained from third parties. Relevant information about the User and the Customer may also be exchanged with members of the HSBC Group and others to provide them with products and services, for audit purposes debt collection, judicial proceedings, fraud prevention and if required by appropriate governmental and non-governmental regulators. The Bank may pass information to selected third parties for marketing purposes, but if the User and or the Customer have an objection to this, please notify the Bank. The Bank aims to keep information on customers up-to-date, please advise the Bank of any changes. The Bank may use other HSBC Group companies and/or third parties (who may also be present outside the EEA) who are bound by confidentiality agreements, to process information and provide services on the Bank's behalf. Whether it is processed in the Malta or overseas, information about the User and the Customer will be protected, in accordance with data protection legislation, a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with the Bank's instructions.