

Phone  
Banking  
Terms –  
Corporate  
Accounts



The world's local bank

If there is any inconsistency between the terms and conditions applying to an Account and these Phone Banking Terms, these Phone Banking Terms prevail in respect of the use of the Phone Banking Service.

These Phone Banking Terms are effective as from 2 March 2010.

The following terms have the following meaning in these Phone Banking Terms:

**“Account”** means an account that you or a third party has with HSBC that is governed by the terms and conditions contained in the **“Corporate Banking Deposit Accounts Product Disclosure Statement”** and which you nominate to be accessed (or, where the account is a third party’s account, which you and the third party nominate to be accessed) via the Phone Banking Service.

**“Business Administrator”** means a person you nominate who is empowered to use the Phone Banking Service and appoint Users.

**“PBN”** means the 10-digit Personal Banking Number supplied to a User/Business Administrator and by which HSBC identifies a User/Business Administrator for the purpose of using the Phone Banking Service.

**“Phone Banking Service”** means the telephone service made available by HSBC’s Direct Service Centre 24 hours, 7 days a week every day of the year and is accessible by telephone.

**“PIN”** means the personal identification number provided by HSBC to you for use as an access code when registering for the Internet Banking Service.

**“Unauthorised”** means without the knowledge and consent of you or a User/Business Administrator.

**“User”** means you and any other person authorised by you (or by a Business Administrator on your behalf) and HSBC to use the Phone Banking Service.

### **Condition precedent**

The Phone Banking Service is only available if you have accepted the terms and conditions applying to HSBC’s Business Internet Banking Service (as contained in the Product Disclosure Statement for the business Internet Banking Service).

### **Acceptance**

The first use by a User/Business Administrator of the Phone Banking Service will constitute your acceptance of these Phone Banking Terms.

### **Use of the Phone Banking Service**

The Phone Banking Service can be used by a User/Business Administrator to:

- Check Accounts balances
- Receive transaction information

The Phone Banking Service cannot be used to conduct transactions or funds transfers.

### **Users/Business Administrators**

A User’s/Business Administrator’s access to your Accounts using the Phone Banking Service is governed by these Phone Banking Terms and, where a User or Business Administrator is also an **“Authorised Signatory”** as defined in the **“Corporate Banking Deposit Accounts Product Disclosure Statement”**, the relevant sections of the terms and conditions in the **“Corporate Banking Deposit Accounts Product Disclosure Statement”** that apply to the Account and Authorised Signatories. You must ensure that each User/Business Administrator protects their PIN in accordance with these Phone Banking Terms.

## **Termination**

You may stop the use of the Phone Banking Service by any or all Users/Business Administrators at any time by giving written notice to HSBC. However, your cancellation of a User's/Business Administrator's authority will not be effective until your notification of the cancellation is received by HSBC. HSBC may terminate the Phone Banking Service at any time by giving you a written notice. HSBC may suspend or cancel a User's/Business Administrator's PIN at any time without notice if it believes the PIN is being misused, there is a concern as to the security of the PIN or there is noncompliance with these Phone Banking Terms. When a PIN has been cancelled by HSBC, Users/Business Administrators must not attempt to use the cancelled PIN again.

## **Access to the Phone Banking Service**

You agree that any person who supplies HSBC with a User's/Business Administrator's PBN and PIN may be allowed access to the Phone Banking Service and that HSBC will act on instructions provided. HSBC may change a User/Business Administrator's PBN or PIN, at any time, by notifying the User/Business Administrator in writing. Users/Business Administrators may change their PIN at any time and will be required to do so when first supplied with their PIN.

## **Recording telephone calls**

HSBC may record telephone calls made to HSBC's Direct Service Centre for training, verification, authentication and quality control purposes.

## **Security of Access Methods**

Each User/Business Administrator must keep their PIN secure to prevent Unauthorised access to Accounts.

Each User/Business Administrator must take care to ensure that their PIN is not misused, lost or stolen and that their PIN does not become known to anyone else. These guidelines should be followed by Users/Business Administrators to ensure the security of their PINs.

### **To protect the PIN:**

- ▶ Memorise the PIN when it is received and destroy HSBC's notification of the PIN.
- ▶ Do not tell or show the PIN to another person or allow it to be seen by another person (including family and friends).
- ▶ Do not keep a record of a PIN in a way in which it can be determined by another person.
- ▶ Do not record a PIN and PBN together.
- ▶ Do not record the PIN on electronic equipment (eg telephone or computer) or related articles without making a reasonable attempt to disguise the PIN or prevent Unauthorised access to the record.
- ▶ Users/Business Administrators should not select a PIN which represents their birth date as a numeric code, or an alphabetical code which is a recognisable part of their name, their telephone number or anything else that could be associated with them.
- ▶ Notify HSBC immediately by calling 1300 300 437 at any time if a record of a PIN is lost or stolen or if a User/Business Administrator suspects that someone else may know a PIN.

If a memory aid is required to recall the PIN such a record may be made provided the record is reasonably disguised.

Examples which we do not consider provide a reasonable disguise are:

- ▶ recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;
- ▶ recording the PIN with surrounding information which makes it stand out from its context;
- ▶ recording the PIN as a string of digits in isolation from other information unless the context provides adequate disguise;
- ▶ disguising the PIN by reversing the number sequence;
- ▶ describing the disguised record as a “PIN record” or similar;
- ▶ disguising the PIN using alphabetical characters or numbers eg A = 1, B = 2, C = 3, etc, or in any other easily understood code;
- ▶ selecting or disguising the PIN using any of the following combinations (or parts of them), with the PIN in its correct sequence within the combination:
  - dates of birth;
  - personal telephone numbers;
  - car registration numbers;
  - family members’ names;
  - social security numbers; or
  - licence numbers.
- ▶ recording the PIN as a:
  - date of birth;
  - postcode; or
  - telephone number without additional features of disguise;

- ▶ storing the PIN in any low security electronic device of any kind, such as (but not limited to):
  - calculators;
  - personal computers; or
  - electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning the PIN.

### **Reporting loss, theft, breach of PIN security, etc**

Users/Business Administrators must notify HSBC immediately if a PIN becomes known to someone else or if a person has used the Phone Banking Service without a User/Business Administrator's authority.

Users/Business Administrators should notify HSBC in Australia by calling its Direct Service Centre at any time on 1300 300 437. If overseas, Users/Business Administrators should report to any branch of an HSBC Group member bank. If you do not you may be liable for any loss incurred on your Account.

HSBC will acknowledge the notification by giving the User/Business Administrator a reference number that verifies the date and time HSBC was contacted. The number is proof that HSBC was advised according to these Phone Banking Terms and should be kept for future reference. HSBC will then cancel the PIN and arrange for the User/Business Administrator to select a new one.

You agree that HSBC may disclose information about you or your Account to the police or other third parties if it thinks it will help prevent or recover losses or if it is legally obliged to do so.

## Electronic system malfunctions

We will make all reasonable efforts to ensure that any electronic equipment or system provided by or on behalf of us is operational and is functioning correctly. We are not liable to you if that electronic equipment or system does not accept a User's/ Business Administrator's Instructions, or if a PIN fails to operate the electronic equipment or system.

## Miscellaneous

The following clauses contained in the ***"Corporate Banking Deposit Accounts Product Disclosure Statement"*** document form part of these Phone Banking Terms as if each reference to ***"Terms and Conditions"*** is replaced by a reference to ***"Phone Banking Terms"*** and, where relevant, each reference to ***"Account"*** is replaced with a reference to ***"Phone Banking Service"***:

- ▶ "Code of Banking Practice and Financial Services Guide"
- ▶ "Your Responsibilities"
- ▶ "Costs and Expenses"
- ▶ "Changes to Terms and Conditions"
- ▶ "Liabilities and Indemnities"
- ▶ "Miscellaneous"
- ▶ "Law and Jurisdiction"

