



## Mobile banking

### Mobile banking application usage terms and conditions

The "Mobile Banking" App terms apply to the App together with:

- the Terms and Conditions that apply to any account or service you can access using this App, including the General Terms and Conditions for the Operation of Customer Bank Accounts, Bank Deposits, Electronic Banking and Other Banking Services (for individuals, including sole entrepreneurs) (the Product Terms); our Terms and conditions of electronic communication and for carrying out banking transactions via internet (Internet Banking Terms); and
- any other Terms and Conditions that apply to products and services used via Mobile Banking.

In the event of a conflict between the App Terms and the Product Terms or Internet Banking Terms, the App Terms will apply.

Only the following people have rights under these App Terms:

- you; and
- us; and
- the supplier of the mobile device to which you have downloaded the App; and
- the Application store from which you downloaded the App

You will in addition be able to view the current version of the App Terms within the App at any time under the "i" tab before you log in and via the "Legal" or "Contact Us" tabs after you have logged in.

We give you a licence to use the App on a mobile device that you own, control or use, subject to these App Terms and any Usage Rules set out in the Terms of Service of the supplying Application Store.

This licence will start when you have downloaded the App and log on for the first time and will continue until ended as set out in clauses 7 or 8.2 of this licence.

## 1. GLOSSARY

The below terms are used with the following meaning.

"Mobile Banking App" or "App" means the HSBC Mobile Banking Application version 1.5.8 (or any subsequent version) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our Internet Banking service.

"Mobile Banking App services" means those services set out in clause 2.3 of this licence.

"Security Code" - means a onetime security code generated by a Security Device.

"Security Device" means an electronic device used to generate the Security Code for Mobile and Internet Banking systems.

"Password" – means a password created by You to access the Mobile Banking App and use the services of Mobile Banking App.

"Biometric data" – means Your biometric data by which You unlock the mobile devices and use respective programs/systems.

"Bill Payments" means a payment you make to credit card beneficiaries defined via Internet Banking service.



"Existing Payees" are credit card accounts of people or organisations held with HSBC Bank Armenia cjsc, which have been added as payees using Internet Banking and which are displayed within the Mobile Banking App.

"HSBC Group" means (1) HSBC Holdings plc and any entity which from time to time is a subsidiary of HSBC Holdings plc including HSBC Bank Armenia cjsc and its subsidiaries and/or associate companies; (2) any entity over which from time to time any of the entities defined in paragraph (1) of this definition either directly or indirectly exercises management control, even though it may own less than fifty percent (50%) of the shares; and (3) any entity otherwise notified by us from time to time.

"Internet Banking" service means the HSBC Bank Armenia cjsc internet banking service. The full Internet Banking Service is available by logging on at [www.hsbc.am](http://www.hsbc.am).

"Transfers" means any transfer you make to another HSBC Bank Armenia account, account in any other Bank in Armenia or other country (including a joint account).

"you", "your" and "yours" mean the person who has downloaded the Mobile Banking App and any other person who uses that App.

"we", "us" and "our" mean HSBC Bank Armenia cjsc, and any agents we appoint to provide all or part of the Mobile Banking App.

## 2. USING THE MOBILE BANKING APP

2.1. You must be registered for Internet Banking to be able to use the Mobile Banking App. The Mobile Banking App can be used on a mobile device running an operating system supported by us, from which you can access some of our Internet Banking service. However, not all of our full Internet Banking service can be accessed using the App (please see clause 2.3 of these Terms and Conditions below for details of which parts of the Internet Banking service are available).

2.2. To log onto the Mobile Banking App You will need

- to enter your Internet Banking User ID, Password and other security information that we request; or
- to use Your respective Biometric data.

We may notify you from time to time about changes in the required security information.

Your current session of the Mobile Banking App will automatically be terminated after 10 minutes of inactivity.

### Services available within the App

2.3. You can use the Mobile Banking App to carry out the following services:

- Check the balance and available balance 24/7 on those HSBC Bank accounts that would have been previously selected in your Internet Banking service (except for credit card accounts)
- Check the outstanding balance of credit card accounts as at the previous banking day
- Check the overdraft limit (if you have one) on those HSBC Bank accounts previously selected in your Internet Banking service
- View the transactions on those HSBC Bank Armenia accounts, which are selected in your Internet Banking service



- Make Transfers from your HSBC accounts which have been previously selected on your Internet Banking service including transfers between your own accounts, transfer to other accounts in HSBC Bank Armenia, transfers to other local banks and international transfers

**Note:** In the payment orders the information on transactions processed via Internet Banking/Mobile Banking, including transaction purpose and narrative, beneficiary details is inputted and recorded in English, Armenian or Russian using English alphabetic characters.

- Make Credit card payments to Existing Payees, added through HSBC Bank Armenia Internet Banking service, from your HSBC Bank Armenia accounts which have been previously selected on your Internet Banking service
- Make loan payments from and to accounts and loan accounts added through HSBC Bank Armenia Internet Banking service
- View, send and delete secure messages within your Secure Message Inbox
- Carry out any other additional service that we may provide in any future update of the Mobile Banking App

You must not use the Mobile Banking App for any other purpose.

### **How to make transfers and payments using the App**

2.4. By using Biometric data or Password and user ID to log on the App You can make Transfers only to Your accounts with HSBC Bank Armenia as well as make Bill Payments only to Existing Payees.

By using your user ID, Security code and providing other security information that we request to log on the App You can make all Transfers or Bill Payments. When you have provided your payment instructions you will be given the opportunity to edit them and you will then be asked to confirm your payment instructions. This will be your agreement for us to make the payment.

### **Things you must not do**

2.5. You must not copy or reproduce all or any part of the Mobile Banking App.

2.6. You must not alter, modify or adapt all or any part of the Mobile Banking App.

2.7. You must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App. All ownership in the Mobile Banking App remains with us.

2.8. You must not carry out reverse engineering of the Mobile Banking App.

## **3. RESPONSIBILITIES AND AVAILABILITY OF SERVICE**

3.1. While we make reasonable efforts to provide the Mobile Banking App services, we will not be liable for any failure to provide those services, in part or in 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 any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.



3.2. The Mobile Banking App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.

3.3. We are responsible for the Mobile Banking App and its content. Apple Inc., Google Inc., Microsoft Corporation or Research in Motion Limited do not have any responsibilities or obligations to you in relation to the Mobile Banking App and will not provide any maintenance and support services for the Mobile Banking App.

3.4. The Mobile Banking App may only be installed and used by customers of HSBC Bank Armenia cjsc.

#### **Use of location data**

3.5. If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us and Google to provide the relevant functionality in accordance with the terms and conditions and privacy policy of this App and those of Google.

3.6. You will be asked to consent to the use of location services when you download the App.

3.7. You may withdraw this consent at any time by turning off the location services settings on your mobile device.

3.8. Access to Google Maps /Google Earth APIs through the App is subject to separate Google terms and conditions available at:

- Maps Terms: [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)
- Legal Notices: [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html)
- AUP: [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html)

## **4. SECURITY**

#### **Your security obligations**

4.1. You must take all reasonable precautions to keep safe and prevent fraudulent use of your mobile device and security information.

These precautions include:

- never writing down or otherwise recording your security details in a way that can be understood by someone else
- not choosing security details that may be easy to guess
- taking care to ensure that no one hears or sees your security details when you use it
- keeping your security details unique to Internet Banking and the Mobile Banking App
- not disclosing your security details to anyone, including the police and us
- changing your security details 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 security details, or if we ask you to



- keeping your security details and mobile device safe
- complying with all reasonable instructions we issue regarding keeping your security details safe
- once you have logged onto the Mobile Banking App do not leave your mobile device unattended or let anyone else use your mobile device
- logging out of the Mobile Banking App once you have finished using the Mobile Banking App services, and in particular not leaving the Mobile Banking App running in the background whilst logged in (e.g. whilst multi-tasking, or running other apps)
- Follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Mobile Banking App or your mobile device (although you should never disclose your security details to them or information about your accounts with us)
- Undertake reasonable and adequate precautions to scan for computer viruses or other destructive programs

4.2. You must not use the Mobile Banking App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval.

4.3 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.

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

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

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

### **What to do if there is a breach of security**

4.7. If you know or suspect that someone else knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen you must tell us without delay by calling us on **+374 (60) 655 000**. We may ask you to co-operate with us and the police into the actual or suspected misuse of your security details, the Mobile Banking App or your Account(s).

### **Unauthorised transactions**

4.8. 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 Mobile Banking App in accordance with the App Terms (including keeping safe your Mobile Banking security details), or
- You intentionally or with gross negligence fail to notify us in accordance with clause 4.7 if you know or suspect someone else knows your Mobile Banking security details or has used or tried to use your security details

## **5. ABNORMAL AND UNFORSEEN CIRCUMSTANCES**

We are not responsible if we do not 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 national law

## **6. SUSPENSION OF THE MOBILE BANKING APP**

We can, at any time, suspend your use of the Mobile Banking App. We will do this if we think it is reasonably necessary because:

- We have concerns about the security of the Mobile Banking App or Internet Banking; or
- We suspect that your Mobile Banking App or Internet Banking has been used fraudulently or in an unauthorised way; or
- There are regulatory legal obligations we have to meet

If we do suspend your use of the Mobile Banking App we will also suspend any other use by you of Internet Banking.

We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful to do this. Occasionally we may not be able to contact you to give you advance notice.

If you have entered incorrect log on details on Internet Banking or Mobile Banking on several occasions we will suspend your access to the Mobile Banking App and Internet Banking. If this happens, you can reset your log on details within Internet Banking provided you can identify yourself and answer our security questions. Otherwise, you will need to contact our Internet Banking support center at **+374 (60) 655 000**.

## **7. ENDING THIS LICENCE**

7.1. You can end this licence at any time by contacting us by telephone or in branch. We will levy no charge for your cancellation of this licence. In this case, you should also delete the Mobile Banking App from your mobile device.

7.2. We can end this licence with you immediately in the following situations;

- If you have not used Mobile Banking app or Internet Banking system for more than 12 months. To use it again you will need to re-activate your Internet Banking username; or
- If you have directly or persistently broken any of the App Terms or the Product Terms including where



- You are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- Your account is, or we reasonably suspect your account is, being used for an illegal purpose; or
- You are, or we reasonably suspect you may be, acting fraudulently; or
- You act in an unacceptable way, for example you act in a threatening or violent manner towards staff; or
- You were not entitled to download the App; or
- We have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- We have reasonable grounds to suspect that your security details have not been kept safe; or
- We have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or
- You have not satisfied any anti-money laundering requirements
- There has been or we suspect there has been fraud involving any of your accounts or any transactions on any of your HSBC accounts; or
- If there has been or we suspect there has been unusual activity on your account; or
- We have reasonable grounds to suspect unauthorised or fraudulent use of your security details; or
- If the Mobile Banking App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary or
- If we stop supporting the Mobile Banking App on your mobile device or the operating system it runs; or
- If you stop holding any account, product or service in respect of which the Mobile Banking App may be used; or
- If we reasonably consider that by continuing the contract:
  - We may break a law, regulation, code, court order or other duty; or
  - We, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency

7.3. We will notify you personally immediately after we have terminated the licence in the manner agreed between us and you.

7.4. We may end this licence for any other reason by giving you at least one month prior notice in the manner agreed between us and you. This may happen if, for example, we replace the Mobile Banking App.

7.5. Upon termination of this licence for any reason;

- you must remove the Mobile Banking App from your mobile device and
- destroy all copies of the Mobile Banking App including all components of it in your possession; and
- all rights you have in respect of the Mobile Banking App will immediately end



7.6. You must delete the Mobile Banking App from your mobile device if you change your mobile device or dispose of it.

## 8. CHANGES

8.1. We may change the App Terms (including, but not limited to, introducing new charges and changing the types of transactions you can make using the Mobile Banking App) for any of the reasons set out in the Product Terms. We may also change the App Terms for any other valid reason. We will tell you about the changes by 1 month prior notification in the manner agreed by us and you.

8.2. If we provide you with notice that we are going to make a change to Terms, you can end this licence before that change takes effect without additional charge. If you do not tell us that you want to end this licence, then we will assume that you have accepted the change and it will take effect automatically.

## 9. MISCELLANEOUS

9.1. If any part of the App Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining App Terms.

9.2. If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.

9.3. We can transfer all or some of our rights under these Terms to someone else. You cannot transfer any of your rights and obligations under these Terms to anyone else.

## 10. GOVERNING LAW AND LANGUAGE

The laws of the Republic of Armenia apply to these App Terms. Any claims relating to the App Terms shall be subject to the jurisdiction of the Courts of the Republic of Armenia.

The App Terms are in English and Armenian. In case of discrepancies between English and Armenian versions of the App Terms, the Armenian version shall prevail.

Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to us or the HSBC Group unless otherwise noted.

**Note: In case of discrepancies between the Armenian and English versions of this page, the Armenian version shall prevail.**

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