

Digital banking terms for internet and mobile banking

Effective from 13th January 2018

If you'd like this document in another format such as large print, Braille or audio please contact us using the contact details set out in your Product terms.

1. Who's this agreement between?

You	Us (or we)
The person who has registered to use either of our digital banking services: Internet Banking or the M&S Banking App	M&S Bank which is a trading name of Marks & Spencer Financial Services plc

2. What do these terms cover?

These terms cover use of our digital banking services to access your accounts, related services and tools we make available (such as controls you set on how you want to use certain accounts).

We will continue to improve the functionality, tools and services available through our digital banking services.

3. How do these terms fit with your other agreements with us?

Where can I find the terms that are relevant to my products/accounts?	These terms	Product terms
Use of our digital banking services (available online and through our M&S Banking App) to access your accounts and related services	✓	✗
Use of your products or accounts	✗	✓
What happens and who is responsible for unauthorised payments (if you can make payments from your account online or through the M&S Banking App)	✗	✓
How to report a lost or stolen card or cheque	✗	✓
How you can make a complaint about your account or product or our digital banking services	✗	✓
How your money is protected	✗	✓
What country's courts and laws apply to this agreement and our dealings before you take this service	✗	✓
If there's a conflict between these terms and the Product terms, these terms will apply.		

Some digital banking features may not be available depending on your computer, mobile device or operating system.

You may not be able to access all the products and services we offer through digital banking.

We can restrict access to digital banking for any of the reasons set out in your Product terms.

We may add products and services you receive (individually or jointly with someone else) from us, another HSBC Group company or certain other third parties to your Internet and Mobile Banking access.

We'll communicate with you at all times in English.

What is the HSBC Group?

This means HSBC Holdings plc and all its subsidiary, associated and affiliated companies.

By using our digital banking services, you agree to these terms.

We don't charge for our digital banking services but you may be charged for making certain types of payments. You can find further details in your Product terms. Your network operator may also charge you for using the internet.

4. Keeping up security

We'll do all we reasonably can to prevent unauthorised access to your accounts through digital banking. You must also act reasonably to prevent misuse of your accounts through digital banking. If you don't, we may block your access to protect you and us from unauthorised use.

If someone else tries to access, or has accessed, your accounts through digital banking without your permission you must contact us as soon as possible. We'll ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation.

You should also check your Product terms as they may tell you more about what you need to do to keep your accounts or products secure.

You can find more information about using our digital banking services, including tips about how to keep your accounts secure and how to make payments, in our 'Banking made easy' document (if you have a current account or savings account), when you sign in to Internet Banking and on our website.

5. Upgrades and availability

From time to time, we may make changes to the digital banking service (such as introducing new features or making updates to our M&S Banking App). Depending on the update, you may not be able to use digital banking until you have updated your browser or software or downloaded the latest version of our M&S Banking App. You may also need to agree to new terms if you want to continue to use the services. We'll let you know through your mobile device if there is a new version of our M&S Banking App.

The digital banking service will be available 24/7, unless:

- we're making changes to our systems or if we can't provide the services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services for any reason); or
- your internet connection, mobile device or network fails. The M&S Banking App may also not be available if you do not keep it updated.

You'll still be able to use your accounts (e.g. through Telephone Banking) so we won't be liable to you if digital banking is unavailable.

6. What's our liability to you?

We provide digital banking "as is" and it's your responsibility to use it in an appropriate way. We may also provide tools that you can use with our products and related services if you want to. We'll take reasonable care to make sure that they work as described, but you shouldn't solely rely on them and we won't be responsible if they don't always work as you expect. You should monitor your accounts regularly to check that any tools are operating in the way you expect. Our responsibility is to provide the relevant product or service in accordance with the terms.

We'll take reasonable care to ensure that any information we provide to you through digital banking is an accurate reflection of the information we hold or, if it is provided by a third party, that it accurately reflects the information we receive. Where information is provided by a third party we can't guarantee that it is accurate or error free. We'll explain when you use digital banking if information we provide is subject to restrictions or if we provide it on a specific basis (for example, if it's only accurate at a particular date).

We'll use reasonable skill and care to ensure that digital

banking is safe and secure and does not contain viruses or other damaging property, for example by incorporating security features into it, however, we can't guarantee that this will be the case or that no damage will occur to your data, software, computer, mobile device or other digital content. If we fail to comply with this and you suffer loss and/or damage to your data, software, device, digital content and/or other equipment, we'll be liable.

We won't be responsible for:

- any equipment, software or user documentation which someone other than us produces for use with digital banking; and
- any service you use to access digital banking or which you access through digital banking which we don't control.

If you use digital banking outside the UK, we won't be liable to you if this does not comply with any local laws. We may block your access to our digital banking services if you try to access them from a country that is subject to sanctions (even if you're only there for a short period of time).

7. How you can end this agreement

You can end this agreement and deregister from digital banking at any time. Your right to use our M&S Banking App will end automatically.

If you do this, and you were receiving statements, documents and correspondence from us through digital banking, we'll send you these on paper again.

To end your agreement with us:

- Write to us at: Customer Services team, M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT;
- Contact us by secure message, in branch or by telephone.

You can delete our M&S Banking App or stop using digital banking at any time but if you want us to deregister your digital banking access you need to let us know.

If you end this agreement, we can close any accounts or services that we provide to you that can only be accessed online.

8. How we can end this agreement

We show below the different ways we can end this agreement and your access to digital banking.

Immediately and without notice

We can do this at any time if:

- you seriously or repeatedly breach any of these terms;
- all accounts or services which you can access through digital banking have closed.

By giving you at least 2 months' notice

We'll tell you why we're ending the agreement unless it would be unlawful for us to do so.

Immediately and without notice to our M&S Banking App

We can also do this for our M&S Banking App if:

- we suspect that your mobile device is not secure or contains, or is vulnerable to, viruses or malicious software.
- the manufacturer of your mobile device or operating system withdraws the M&S Banking App or we stop supporting it.
- you cancel your registration for Internet Banking.
- you do not use it for 12 months. We may ask you to sign up again.

We'll tell you if possible before we do this and why. We may not always be able to contact you, for example because of legal or regulatory restrictions.

9. Changes we can make

From time to time we may make changes to these terms (such as introducing specific charges).

We'll make changes for the reasons set out in your Product terms or for any other reason. We need this flexibility so that we can manage our digital banking services over a long period of time. We'll give you 2 months' notice of the change and explain the impact. If you don't want to accept the change, you can end this agreement and deregister from digital banking at any time before it comes into effect. If a change relates to the M&S Banking App, you can also delete it at any time (you can continue using Internet Banking if you do this but you may need to update your security details). If we don't hear from you, we'll assume you've accepted the change and it will take effect automatically.

We'll also make changes that we reasonably believe are to your advantage. If we do this, we'll tell you within 30 days of making the change.

10. Things you should not do

You must not use digital banking for anything other than accessing and managing your accounts. In particular, you must not:

- use it for anything illegal or inconsistent with these terms;
- seek to copy, reproduce, modify or tamper with it in any way;
- attempt to make any income directly from using it;
- use it on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up to date anti-virus, anti-spyware software, firewall and security patches installed on it;
- use it in a way that could damage or affect our systems or security or interfere with other users, or restrict or inhibit anyone else's use of digital banking; or
- collect data from us or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services.

11. Other things you should know

General

We may transfer our rights and our obligations under these terms to someone else. We will tell you if we do this. You can't transfer any of your rights and obligations under these terms to anyone else.

We own or have a licence to all content and material used in digital banking and its arrangement.

Our M&S Banking App

We give you a non-exclusive right to use the M&S Banking App but you can't grant any rights relating to it to anyone else.

We're responsible for the M&S Banking App and its content. Neither Apple Inc. or Google Inc. have any responsibilities or obligations to you in relation to the M&S Banking App and won't provide any maintenance and support services for the M&S Banking App.

12. Contacting each other

If you want to talk to us about our digital banking services (for example, if you're having technical problems) you'll find dedicated contact details on our website or in the M&S Banking App. To contact us about a product or service that you access through digital banking, you should use the contact details in your Product terms.

We'll use the most recent contact details you've given us to communicate with you (including to tell you about changes to these terms).

We may also contact each other through the 'My Messages' (secure e-messaging) facility in Internet Banking. We may send you secure messages, place notices in digital banking and give you in app and push notifications about the products and services you have with us, so it's important that you check your secure messages and notifications regularly.

If you send us a secure message, we'll try to respond as soon as we can. If you need to contact us more quickly, please telephone us or visit us in branch.

We can act on messages you send us in this way but if you ask us to do something and you later change your mind, we can't guarantee that we'll be able to undo what you asked to do immediately. Where we provide specific functionality in Internet Banking to deal with a request (e.g. for changing your address details), you should use this instead.

We can't deal with all requests by secure message. In particular, you must not send us messages relating to:

- share dealing, fund management or other transactional instructions;
- opening, amending or renewing existing insurance policies;
- our dealings with any other person (or on behalf of any other person); or
- products and services that you access through digital banking but which are held with third parties or other HSBC Group companies.

We'll let you know if we can't deal with your request. We also won't respond to inappropriate messages.

IMPORTANT INFORMATION

Privacy

Your privacy is important to M&S Bank.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We provide our Privacy Notice to you separately and will inform you when we make any changes to it. You can also find it at: marksandspencer.com/bank or you can ask for a copy in branch or by telephone.

Trademarks

Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence.

iPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc. Apple App Store is a service mark of Apple Inc. Android™ is a trademark of Google Inc.

Taxes

You may have to pay other taxes or costs in relation to this agreement that are not imposed by us or paid through us.

Cancellation

For a period of 14 days starting the day after you receive these terms, you have the right to cancel your agreement with us. You can do this by writing to Customer Services team, M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT or by contacting us through Internet Banking.

How we are authorised

M&S Bank is a trading name of Marks & Spencer Financial Services plc.

Registered in England No. 1772585. Registered office: Kings Meadow, Chester, CH99 9FB. M&S Bank is part of the HSBC Group.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 151427. You can check these details by visiting the Financial Conduct Authority's website [fca.org.uk](https://www.fca.org.uk) or contacting them on 0800 111 6768.