

HSBC Open Payments

Additional Conditions for HSBC UK Bank plc
customers from 3rd August 2020

HSBC Open Payments Service

Additional Conditions

These Additional Conditions apply in addition to the Business Banking Terms and Conditions. If there's a conflict between them and the Business Banking Terms and Conditions, the Additional Conditions will apply to the HSBC Open Payments service.

1. What do these Additional Conditions cover?

These Additional Conditions apply to the HSBC Open Payments service making HSBC Open Payments available to you and allowing you to support this payment method on your website.

2. Our rates and charges

Our charges for HSBC Open Payments consists of: a set up fee; an ongoing subscription fee; and a per transaction fee (the "Fees") and we will agree the Fees with you before you use the HSBC Open Payments service.

We will regularly send you an invoice setting out the Fees that you owe us and the terms of payment. Unless we tell you otherwise, we'll keep providing the HSBC Open Payments service as long as you pay the Fees and do not breach the terms of our agreement. We'll take the charges by direct debit from any HSBC account you ask us to, unless we agree otherwise. If we can't do this for any reason, we'll take them from any other account you have with us.

3. Using HSBC Open Payments

In these Additional Conditions, the following words mean as follows:

HSBC Open Payments	Means the payment method described in the Operations Manual by which funds are transferred to you via HSBC Open Payments.
Statement of Work	Means the statement of work signed by you and agreed with us confirming Fees and details of where and how you will use HSBC Open Payments.
Service	References to "service" mean references to the HSBC Open Payments service we provide to you under these Additional Conditions.
Operations Manual	Means the document issued by us from time to time that sets out technical specifications and information on how to install operate and maintain the service on your website and systems.
"we" "us" "our" or "HSBC"	Means HSBC UK Bank plc.

Terms of use

In accordance with these Additional Conditions, you may integrate the HSBC Open Payments service into your website and make HSBC Open Payments available as an online payment method for purchases of goods or services made on your website or via your mobile application.

You agree to comply the terms of the Operations Manual as provided to you from time to time. You may engage a third-party developer to assist with your integration of the HSBC Open Payments service, but you'll be responsible for ensuring compliance with these Additional Conditions and the Operations Manual. If we become aware that you are operating HSBC Open Payments in breach of these Additional Conditions or the Operations Manual we may withdraw the service immediately.

You agree that you'll make HSBC Open Payments available only for the purpose specified above and that you won't exploit for any other commercial purpose, reproduce, duplicate, sell, distribute or publish the software behind HSBC Open Payments or any information relating to HSBC Open Payments that you obtain from us through this service.

You may integrate the HSBC Open Payments service and make HSBC Open Payments available only on the website(s) and mobile application(s) agreed by us the details of which are set out in the Statement of Work.

HSBC Trademarks

The HSBC Open Payments service includes reference to the HSBC's name and may include the use of our logo ("the **HSBC Trade Marks**") if we supply imagery for use with the service. We are granting to you a non-exclusive, royalty-free, revocable, non-sub licensable licence to use the HSBC Trade Marks to enable you to use the HSBC Open Payments service and any HSBC Open Payments Checkout Button we make available, further details of which are supplied in the Operations Manual.

In exchange for license you agree that:

- ◆ You will not change the shape, text, colour or design of the HSBC Trade Marks and will only use them as supplied to you by HSBC.
- ◆ You will not do anything that could be detrimental to or damage the HSBC Trade Marks and their validity or HSBC's reputation, including any use that could be considered to be illegal or immoral.
- ◆ You will not use the HSBC Trade Marks in any way which may cause a person to believe that HSBC endorses your company or your products or your services.
- ◆ HSBC owns the HSBC Trade Marks and all goodwill, right and title in them

We may use your name, logo or trademarks (i) as necessary for us to enable you to offer the HSBC Open Payments service and (ii) to identify you as a participating merchant in our promotional materials.

By integrating the HSBC Open Payments service into your website and/or mobile app, you confirm that you own or have a licence to use your name, logo or trademarks and that our use will not infringe the intellectual property rights of any third party.

Operational and technical requirements

Operational and technical details and requirements to use the service are set out in the Operations Manual.

You'll ensure that the HSBC Open Payments service integrated into your website or mobile app is operational in accordance with the Operations Manual and you'll correct any errors and defects of which you become aware and alert us to any technical issues you identify.



We may ask you to make modifications, updates or upgrades to the HSBC Open Payments software and to the way you make HSBC Open Payments available to your customers. You'll test and promptly make any such changes at your own expense. If you tell us you don't want to make any of such changes, you'll have the right to stop making HSBC Open Payments available to your customers in accordance with these Additional Conditions.

What are your responsibilities?

You agree not to use HSBC Open Payments in a way that causes your customer to make multiple requests for payment for a single transaction on your website or mobile application.

Occasionally, your customer's payment using the service may be delayed by up to 24 hours e.g. for fraud checks. You agree not to do anything to encourage your customer to make a payment in the meantime or do anything to encourage duplicate payments being received by you for the same good or service. In these circumstances, you also agree that, if we request you to do so, you will promptly notify your customer of the outcome of the payment together with any information relating to the payment that we may ask you to provide to your customer.

It's your responsibility to ensure that the HSBC Open Payments service works on your website as contemplated in these Additional Conditions and the Operations Manual, and that it's integrated in a way that is safe and secure to use. You should monitor the use of HSBC Open Payments on your website regularly to check that it's operating in the way you expect.

Disclaimer and limitations of our liability

We provide the service "as is". We make no representations or warranties regarding HSBC Open Payments, including (without limitation) any representation or warranty as to: (a) the functionality of HSBC Open Payments as a method of payment and the functionality of any aspect of HSBC Open Payments, including a HSBC Open Payments Checkout Button (if we make such available); (b) any security risks relating to the use of HSBC Open Payments by your customers; (c) the continued availability of HSBC Open Payments; and (d) the fitness for purpose and appropriateness of HSBC Open Payments as a method of payment.

Except in the case of our wilful misconduct or gross negligence, and to the extent permitted by applicable law, we will not be liable for any losses or damages you or your customers may suffer resulting from offering or using HSBC Open Payments as a payment method, even if you comply with the Operations Manual.

You agree that, prior to live deployment of HSBC Open Payments on your website, mobile app, you have complied with the Operations Manual.

Termination

You can stop making HSBC Open Payments available to your customers at any time but you may still be charged up until this agreement ends. You'll inform us in writing if this happens and if applicable, confirm you have stopped using the HSBC Trade Marks.

You must stop offering HSBC Open Payments as a payment method and cease using any HSBC Trade Marks anywhere on your platforms:

- promptly if you decide to stop making HSBC Open Payments available to your customers;
- promptly if we notify you that we believe you have not complied with any of the terms of the in these Additional Conditions or failed to comply with the Operations Manual;
- promptly if we withdraw the service immediately and without notice;

- by the end of the notice period if we withdraw the service by giving you notice; and

We won't be liable for any losses or damages you may suffer if we withdraw the service in any of the above circumstances.

Making changes to these Additional Conditions

We can change these Additional Conditions at any time by giving you at least two months' written notice. The change will take effect after this time.

We'll normally give you at least 30 days' written notice of any changes to the Operations Manual but exceptionally we can change it sooner. This could be necessary to comply with laws or regulations or to deal with unexpected operational issues. If this happens, the changes will take effect when we tell you.

What laws and courts apply to these Additional Conditions?

These Additional Conditions are governed by English law and the courts of England shall have exclusive jurisdiction over us and you.

Accessibility

To find out more about our accessible services please visit [hsbc.co.uk/accessibility](https://www.hsbc.co.uk/accessibility) or ask at any of our branches.

If you'd like this in another format such as large print, Braille or audio, please contact us.

A textphone service is available for customers with hearing and/or speech impairments. If you use your own textphone you can call us on 03457 125 563 (+44 207 088 2077 from outside the UK).

BSL Video Relay Service is also available (Monday-Friday 8am-6pm, excluding Bank and Public Holidays) at www.hsbc.co.uk/accessibility.

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