

Terms and Conditions Governing “One Time Password (“OTP”) Service and/or 3DS (three domain secure) for Online Transactions/ Payments (also known as ‘eCommerce Transactions/ Payments’)

Definitions

- "You" or "your" or "cardholder" means or refers to the primary cardholder and, where applicable, each supplementary cardholder.
- "We", "us", "our", "HSBC" or the "Bank" means or refers to the Hongkong and Shanghai Banking Corporation Limited, Bangladesh Branch.
- "Card" refers to any credit/debit card issued by HSBC.
- "Merchant" means any person or company or goods/service provider who owns or manages or operates the merchant establishment through a physical establishment and/or a website and/or online platform.
- "OTP" means any password(s) or other means of authentication as we may specify from time to time, which will facilitate your making of credit/debit card payments through the internet in a secured manner.
- "SMS" refers to short message service which allows you to receive text messages sent through a mobile service network.

Applicable Terms and Conditions

1. The Personal Account Terms and Conditions and the HSBC Cards Terms and Conditions (as amended or supplemented from time to time) are to be read in conjunction with these terms and conditions, provided that in the event of any conflict or inconsistency, the terms and conditions herein, to the extent they relate to the Services (defined below) shall prevail. Any capitalized terms which are not defined herein shall have the meanings set out in the Personal Account Terms and Conditions and the HSBC Cards Terms and Conditions. By using this OTP service (the "Service"), you will be deemed to have read, understood, accepted and agreed to be bound by and comply with these terms, which shall operate in addition to all other applicable terms, including, *inter alia*, the aforesaid terms and conditions applicable to your personal accounts and Cards, HSBC's applicable data protection and security policies and recommendations or notices provided by HSBC from time to time. Copies of all terms and conditions mentioned above are available at www.hsbc.com.bd.
2. Transactions may be OTP based and failure to capture the OTP (onetime password) in merchant's portal in the right/prescribed manner may lead to the transaction not being processed and/or approved. The Bank shall not be liable in any manner whatsoever in the above cases.
3. When engaging in any transaction for which the Service is applicable, you are required to enter an OTP sent to you via SMS in your registered mobile number recorded with HSBC, before the Merchant accepts your Card for payment for the transaction. If you cannot provide the OTP or the authentication through the Service fails for any reason, the Merchant may not accept your Card for payment for the transaction concerned. HSBC will not be liable or responsible for any Merchant's inability/refusal to accept your Card for the said payment for any reason.
4. 03 (three) unsuccessful attempts or any other number of attempts specified in the future due to changes in local or international laws/regulations thereof, to enter OTP for a single transaction may lock the Card and/ or transaction partially or fully (either temporarily or permanently) without notification. To unlock and reactivate the Card, you (as customer) must communicate to the Bank via the prevailing mode of issuing customer instruction as prescribed and approved by the Bank (for example, written instructions in the prescribed manner or other bank approved mode) and allow the Bank sufficient processing and verification time as and when required.

5. Cardholder cannot initiate or execute further e-Commerce/online transactions using the Services until the above block/restriction is withdrawn. However, cardholder can continue with ATM/POS Transactions.
6. You are responsible for the veracity, completeness and accuracy of the personal details and documents you provide to the Bank, and must promptly inform the Bank of any change in your particulars.
7. You shall ensure that your mobile phone and number is able to receive SMS in Bangladesh and overseas (where applicable) in order to utilize the Services, and you will be responsible for any fee imposed by your mobile network service provider. OTP will be sent via SMS only to the registered mobile number available to the Bank against the cardholder's account.
8. You acknowledge, accept and agree that the sending of any SMS alert by HSBC and/or its receipt by you may be delayed or prevented by factor(s) beyond HSBC's control and HSBC shall not be held liable for the same in the above circumstances. Without limitation to the generality of the foregoing, HSBC will not be liable for any loss, damage, expense, fee or cost, (including legal costs on a full indemnity basis), that may arise directly or indirectly from any (a) non-delivery or delayed delivery of an SMS alert; (b) non-receipt or delayed receipt of an SMS alert; (c) inaccurate or incomplete content in an SMS alert; (d) use of the information provided in an SMS alert for any purpose other than the Service; (e) third party obtaining your account information contained in the SMS alert by accessing your mobile phone, any network interception or otherwise due to breach of your personal security; or (f) failure by you to observe these terms or any security recommendations/policies or notices provided or issued by HSBC.
9. You are solely and fully responsible and liable for all transactions made/attempted using the Service, including (without limitation) any direct or indirect risks associated with engaging in transactions with the Merchant and/or the website/platform owned or operated by the Merchant.
10. You must not allow any other person to use or access the Card and must not disclose or otherwise enable/permit/allow any other person to obtain any OTP. You shall, at all times, exercise reasonable diligence to ensure security of your card details, OTP, personal information and credentials.
11. The Terms and Condition of NPSB (Bangladesh Bank) will govern the use of NPSB. The Terms and Conditions of VISA will govern the use of VISA network.
12. All international transactions are subject to the prevailing laws and regulations (including, *inter alia*, foreign exchange regulations) as well as bank's own policies and terms.
13. Transaction [e.g. e-commerce transaction and/or fast fund transfer and/or VISA original credit transaction (OCT) etc.] is subject to the global and/or regional and/or local regulatory guidelines, guidelines (including foreign exchange guidelines) of Bangladesh Bank (BB) and/ or and/or guidelines of Bangladesh Financial Intelligence Unit (BFIU) and/or guidelines of any competent authority and/or bank policy of HSBC and/or policy or guidelines of relevant payment switch or network e.g. VISA, NPSB and/or relevant merchant(s).
14. In order to comply with applicable laws, regulations and guidelines, HSBC Bangladesh, may refuse (fully and/or partially) to accept any payment and/or refuse to transfer and/or refuse to send any fund at any point of time without any prior and/or post intimation. The Bank may ask the cardholder or the representative of the cardholder to provide relevant documents and/or evidence prior or post transaction at its own mode of communication as and when required and obtain the same from the cardholder and/or representative of the cardholder prior to providing such services or after.

[Note- for VISA fast fund transfer or VISA OCT (Original Credit Transaction), until further notification, Bank will not send any fund or transfer to others but may accept only DOMESTIC transfer from others subject to meeting the bank's requirements and requirements of the local regulators.]

15. Cardholder's correspondence or business dealings with, or participation in promotions of, online retail Merchants on or through VISA or NPSB or any other payment switch or payment network, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the cardholder and such Merchant.
16. Cardholder agrees and acknowledges that the Bank shall not be responsible or liable for any loss or damage of any sort incurred by cardholder as the result of any dealings or transactions with Merchants. Cardholder further understands that use of the Services does not, in any way, indicate that the Bank recommends or endorses any Merchant. For example, HSBC or VISA or NPSB does not verify the identity of the Merchant or the quality of the Merchant's goods or services.
17. Cardholder also hereby agrees and acknowledges that, at the time of making online purchases by availing the Services, if the cardholder fails to correctly identify him/herself in accordance with the identification procedures detailed on HSBC Bangladesh website or OTP transaction platform provider's portal, the cardholder shall not be able to utilize the Services to complete that online transaction.
18. In order to carry out any payment/transaction through your HSBC Bangladesh Card (primary and/or supplementary) by using the Services, you (cardholder) must provide certain information to HSBC that enables validation of your identity and verify that you are the owner of the account and issuing the transaction/payment instruction. The information that you provide will be validated against information in the records of HSBC associated with your account and/or Card, or may be validated against information maintained by an independent third party.
19. If you are unable to provide adequate information as per stipulated requirements for us to validate your identity, we have the right to disallow you to enroll for the Services and/or discontinue the Services as appropriate. By continuing to use the Services, you warrant and represent that the information provided by you is correct and that you have the legal right to use all the Cards that you register for such Services. Your participation, or failure to participate, does not affect your card account status.
20. In order to use the Services and carry out any payment/transaction, you must have the ability to access the World Wide Web and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.
21. Global and local regulatory limit/ threshold will be applicable for eCommerce Transactions as per global and local regulatory guidance and the Bank's policy. The Bank shall not be required to provide any further notification, intimation or guidelines with respect to the foregoing. All laws relating to Financial Crime, which includes but not limited to, Money Laundering Prevention Act 2012, the Anti-Terrorism Act, 2009, and Penal Code, 1860, as amended from time to time, or any other rules for combatting Financial Crime as issued thereunder or by Bangladesh Bank from time to time will need to be complied with.
22. Where applicable, VAT/taxes will be charged/deducted for any payment/transactions in accordance with the applicable laws and regulations. In particular, (but without limitation to the foregoing) for international eCommerce transactions, Bank has the authority to deduct VAT at source during such transaction or at any point of time subsequent to transaction (including post completion of transaction) at the Bank's own discretion to fulfill legal and regulatory requirements. Cardholder shall be responsible to ensure the adequacy of the fund for the said tax deduction in the relevant Card and/or account (whichever is applicable) till the final deduction/ settlement.

23. Cardholder shall be solely responsible/ liable for any dispute on VAT or any tax obligations related to any payment/transaction.
24. You shall indemnify and hold harmless HSBC from all claims, damages, losses, expenses and any other liabilities incurred by HSBC due to any transaction/business related disputes with the Merchants or third parties, any breach of these terms, applicable laws and regulations by you and/or otherwise disputes with or sanctions by any regulatory/tax authority.

HSBC shall not hold any responsibility/liability for data provided to any external Merchant websites by the cardholder themselves/data provided by any person using the cardholder's credentials.

25. You acknowledge and agree that the Bank may collect, use, store, or process your personal details and records, registration data and/or card data and/or transaction data (including data which may be deemed as "identity information") and also may disclose or transfer such information/data (both inside and outside Bangladesh), if (a) required to do so by applicable law, or in the good faith belief that such disclosure is permitted by applicable law, or as reasonably necessary to comply with legal process: or (b) with any third party, if required to do so to provide the Services or facilitation of any aspect of the Services or (c) in accordance with the Personal Account Terms and Conditions. To the extent any consent from the cardholder is required under applicable laws in relation to the above disclosure, the acceptance of these terms and conditions and availing of the Services by the cardholder shall constitute the requisite and explicit consent.
26. HSBC may vary and amend these terms and conditions at any time at its discretion. Any revised Terms and Conditions shall be available at www.hsbc.com.bd. Your continuation of receipt of the Services to make any payments/undertake transactions shall constitute requisite consent and agreement to the amended terms and conditions of Service, with effect from the date of amendment.
27. HSBC reserves the right to discontinue/cease to provide the Service to you:
 - a. if you do not comply with these terms or any information provided by you is found to be false/inaccurate;
 - b. if the Card account is closed, or not in good standing/not conducted in a proper and satisfactory manner as determined by HSBC;
 - c. Any breach of security or suspected breach of security;
 - d. without cause upon issuing prior written notice to you;
 - e. Otherwise in accordance with the Personal Account Terms and Conditions and/or the HSBC Cards Terms and Conditions.
28. These terms and conditions are governed by the law of Bangladesh, and you hereby agree to submit to the non-exclusive jurisdiction of the courts of Bangladesh.