

# CARD ALERTS AGREEMENT



# Table of Contents

1. Definitions .....	1
2. Introduction.....	1
3. Text Banking Messages .....	2
4. Security .....	3
5. Responsibilities and Availability of the Service .....	3
6. Joint Accounts .....	4
7. Service Fees .....	4
8. Miscellaneous.....	4
9. Terminating this Agreement or the Service .....	4
10. Changes to this Agreement.....	4
11. Governing Law .....	5
12. General Information .....	5

This cards alerts agreement (“Agreement”) outlines in simple and clear language the relationship between you as my financial service provider and me as your valued customer in connection with HSBC Bank Bermuda Limited’s card alerts programme (“Alerts Programme”).

I acknowledge that I have read this Agreement carefully before I access and use the services outlined in this Agreement in relation to the Alerts Programme. It exempts HSBC Bank Bermuda Limited and other persons from liability or limits their liability and contains other important provisions that I have read. Each time I access and use the services outlined herein this Agreement, as it then reads, will govern my use and access of your Alerts Programme. Accordingly, when I access and use your services, I should check the date of this Agreement (which appears at the end of this Agreement) and review any changes since the last version.

All interest rates and charges that apply to the services covered in this Agreement are covered in the “Fees and Charges applicable to your products / services” section which is published on your website at [www.hsbc.bm](http://www.hsbc.bm).

## 1. Definitions

“**Agreement**” means this agreement as amended or supplemented from time to time and any supplementary terms for the provision of the Alerts Programme published and amended by you from time to time.

“**ATM**” means automated teller machine.

“**Business Days**” means Mondays through Fridays excluding any public holidays in Bermuda.

“**Cardholder**”, “**I**”, “**me**” and “**my**” mean myself as a client, and each person who has been enrolled in your Alerts Programme and my heirs, executors, administrators, successors and assigns. “**We**”, “**us**” and “**our**” mean two or more persons who maintain a joint Card Account.

“**Card Account**” means each account I have with you in relation to each credit card or debit card issued to me by you and which I nominate to receive a consumer-selected alert for.

“**Consumer-selected Alerts**” mean the text messages or emails sent by you to me under the Service.

“**Contact Centre**” means the customer support centre that deals with all card related queries.

“**Credit Card**” means any credit card you have issued to me, including, but not limited to, any Visa Card, MasterCard and the BermudaCard.

“**Card Alert Service**” means that with an eligible Bank-issued Credit or debit card that I have registered with the Service (a “Card”), the Service will send certain Consumer-selected Alerts to the mobile telephone

number(s) via SMS text messages and/or email address(es) I have designated. My mobile telephone numbers, email addresses, and the types of available Service alerts that I wish to receive, are designated by me when I register a Card.

“**Debit Card**” means any Visa debit card you have issued to me.

“**Electronic Means**” means communications sent by email, facsimile, computer or by the use of scanned or digital signatures or any other electronic means.

“**Email Address**” means the email address notified to you by me from time to time as being the email address to which the Consumer-selected Alerts are to be sent.

“**Fee Schedule**” means the current charge, fee and interest rate schedule provided by you from time to time.

“**HSBC Group**” means HSBC Holdings plc and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices and “any member of the HSBC Group” has the same meaning.

“**Joint Account**” means any Card Account owned by me and at least one other.

“**Mobile Telephone Number**” means the mobile telephone number notified to you by me from time to time as being the number to which the Consumer-selected Alerts are to be sent.

“**Secondary Cardholder**” means a person I have designated to be issued a Credit Card for use on my Credit Card Account who shall be bound by this Agreement and

is deemed to be my agent.

“**Service**” means the Consumer-selected Alert service as described in this Agreement.

“**You**” and “**your**” means HSBC Bank Bermuda Limited and its subsidiaries.

Words in this Agreement that are in the singular include the plural and vice versa, unless the context requires otherwise.

## 2. Introduction

2.1. The Service is intended to enable you to provide me with information regarding my Card Account via my Mobile Telephone Number and/or my Email Address.

2.2. Once I have opened a Credit Card account with you, I may register for the Consumer-selected Alert Service by following the instructions set out on your Personal Banking website at [www.hsbc.bm/alerts](http://www.hsbc.bm/alerts).

In response to select transactions made with an eligible Credit Card that I have registered with the Service, the Service will send certain alerts to the Mobile Telephone Number(s) via SMS text messages and/or Email Address(es) I have designated. My Mobile Telephone Numbers, Email Addresses, and the types of available Service alerts that I wish to receive, are designated by me when I register a Credit Card. I may change those designations by going to [www.hsbc.bm/alerts](http://www.hsbc.bm/alerts).

2.3. Once I have opened a bank account with you and obtained a Debit Card, I may register for the Debit Card Alert Service by calling the Contact Centre on 441 299 5518.

In response to select transactions made with an eligible Debit Card that I have registered with the Service, the Service will send certain alerts to the Mobile Telephone Number(s) via SMS text messages and/or Email Address(es) I have designated. My Mobile Telephone Numbers, Email Addresses, and the types of available Service alerts that I wish to receive, are designated by me when I register a Debit Card. I may change those designations by calling the Contact Centre at 1 441 299 5518.

### Consent

2.4. By providing You with a Mobile Telephone Number, I am expressly consenting to receiving text messages from You, your affiliates, and agents at that number. I certify

that I am authorized to grant You consent to contact me at the contact number or email address provided. This express consent applies to each telephone number and email address that I provide to You now or in the future.

The terms in this Agreement may be accepted online by following the instructions set out on the relevant screen page. Where I register online, You recommend that I download or print off a copy of this Agreement for my records.

## 3. Text Banking Messages

3.1. I must register for the Service in accordance with clause 2.2. and/or 2.3. Once my registration for the Service has been processed, Consumer-selected Alerts will then be sent directly to my mobile phone using SMS (Short Messaging Service). I will ensure the SMS facility is switched on for my Mobile Telephone Number.

3.2. I must ensure the text messaging service provided by my network operator and my Mobile Telephone is compatible with the Service You provide.

3.3. I can change the Options or Accounts for:

- Credit Cards by logging onto [www.hsbc.bm/alerts](http://www.hsbc.bm/alerts)
- Debit Card by calling the Contact Centre on 441 299 5518.

3.4. I must tell You as soon as possible by calling the Contact Centre on 441 299 5518 if I do not recognise any of the transactions shown in my Consumer-selected Alerts. Consumer-selected Alerts only include a limited number of transactions, for full details of all transactions on my account(s) I must refer to my regular Card Account statement.

3.5. You will only send me a Consumer-selected Alert in relation to a specific transaction once. If I delete a Consumer-selected Alert, which You have sent me, it cannot be sent again.

3.6. Each Consumer-selected Alert You send to me will contain up to a maximum of 160 characters.

3.7. All balances in any Consumer-selected Alert will be correct as at the date and time stated in the Consumer-selected Alert. The balance in a Consumer-selected Alert will change if any transactions are posted to the applicable account after You send me a Consumer-selected Alert.

3.8. If I registered to receive Consumer-selected Alerts to my Mobile Telephone Number(s), actual time between a transaction made with my Card that triggers a transaction alert and the time the transaction alert is sent to my Mobile Telephone Number is dependent on my wireless service and coverage within the area in which I am located at that time. Consumer-selected Alerts may not be available to be sent to my Mobile Telephone Number(s) in all geographic areas.

#### 4 Security

4.1. I am responsible for the security of my mobile telephone and the Consumer-selected Alerts contained on my mobile telephone. I agree to take all reasonable precautions to prevent anyone else from accessing my Consumer-selected Alerts. These include, but are not limited to, the provisions set out below :

- not telling anyone else, my Mobile phone access code or writing them down in a way that someone else could easily understand;
- keeping my mobile phone safe at all times and not leaving it unattended in a place accessible to anyone else or letting anyone I would not wish to see my Consumer-selected Alerts use my mobile telephone; and
- complying with all instructions or guidance from my mobile phone operator.

In order to protect the security of my Consumer-selected Alerts, I should ensure that I follow all the security guidance and recommendations given by the manufacturer of my mobile telephone and/or network operator.

4.2 If I would like to suspend the Service as a result of :

- my Mobile Telephone Number changing; or
- My Mobile Telephone being lost, stolen or no longer under my control; or
- My contract with the network operator ends.

For Credit Cards, I must delete all of my alert options by logging onto [www.hsbc.bm/alerts](http://www.hsbc.bm/alerts) and deleting any alerts previously set up.

For Debit Cards, I must call the Contact Centre on 441 299 5518.

4.3 You recommend that I suspend the Service if I am taking my mobile telephone outside of Bermuda. If I take my mobile telephone outside of Bermuda without suspending

the Service, I shall be deemed to authorise you and the network operator to transmit such information and store information in such countries or territories as are necessary to send text messages to my mobile telephone. I will also be responsible for any charges I incur as a result of receiving Consumer-selected Alerts whilst abroad.

#### 5. Responsibilities and availability of the Service

5.1 While You make reasonable efforts to provide the Service, You will not be liable for any failure to provide the Service, in part or full, due to abnormal and unforeseen circumstances beyond Your control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to any systems or the systems of any party used to provide the Service, outages on any phone network or in the case of mobile networks where I am not in an area of mobile coverage. If my records, unless shown to be wrong, demonstrate that the Consumer-selected Alert was sent by You to me You shall not be responsible to me if I suffer a loss due to the Consumer-selected Alert not being received.

5.2 The Service is available when I have my mobile handset within operating range of a carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. You do not guarantee that the Service (or any portion of the Service) will be available at all times or in all areas.

5.3 I acknowledge and agree that You are not responsible for performance degradations, interruptions, failures or delays due to conditions due to any hardware, software, or networks associated with bringing me the Service including, but not limited to, my mobile handset. I acknowledge that You shall not be liable to me if You are not able to send Consumer-selected Alerts to my Mobile Telephone Number(s) as I requested.

5.4 I will be responsible for all losses suffered by me if I act without reasonable care in protecting the Consumer-selected Alerts contained on my mobile telephone, which includes not complying with the provisions of clause 4 above.

## 6. Joint Accounts

6.1 Where any account is a Joint Account held with a third party, by registering to receive the Service I am confirming that I have the authority of the other account holder(s) to register for the Service.

6.2 The authority described above will continue until it is cancelled in accordance with the proper notice of the cancellation being provided to You.

## 7. Service Fees

7.1 You do not currently charge for the Service. However, I may be charged by my mobile network provider for receiving any Consumer-selected Alerts You send me and these charges may change if You send me Consumer-selected Alerts when I am abroad. I will be responsible for paying any such charges. I should contact my carrier for complete pricing details.

7.2 You reserve the right to start charging customers for receiving the Service. If You plan to do this, You will give at least 30 days' prior notice. I will be able to terminate the Service without notice within that 30-day period.

## 8. Miscellaneous

### Consumer-selected Alerts

8.1 The Consumer-selected Alerts that are sent to me through this Service do not amend, supplement, change or replace this Agreement, the Credit Cards Agreement, Personal Banking Agreement or any other notice or information that I may receive in connection with my Card Account, including but not limited to, any information provide to me on my monthly statement.

8.2 I understand that and agree that Consumer-selected Alerts will be transmitted over various third party networks and systems and that You, Your subsidiaries and affiliates involved in providing the Service will not be responsible for the security of such information or data.

8.3 I agree that I will not use the Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive message, or any other activity that could diminish or harm Your reputation or that of your affiliates or subsidiaries involved in providing the Service.

## 9. Terminating this Agreement or the Service

9.1 The terms of this Agreement will survive the termination or withdrawal of Services and will continue to apply with respect to determination of responsibility and resolution of all disputes for events, acts or omissions occurring before or circumstances as exist as at the time of the termination or withdrawal. For example, You may subsequently: exercise your right of set-off for amounts due or accruing due to You as at the time of termination; use Personal Data that I have given to You prior to termination; or You or I can refer to and rely on this Agreement in resolution of any dispute.

9.2 You can withdraw or terminate my right to use any or all Services at any time without prior notice to me. You will have no liability to me for any loss or inconvenience that may result, unless such was caused by your gross negligence or willful misconduct.

9.3 I can terminate this Agreement at any time by deregistering for this this service. To deregister:

For Credit Cards, I must delete all of my alert options by logging onto [www.hsbc.bm/alerts](http://www.hsbc.bm/alerts) and deleting any alerts already setup.

For Debit Cards, I must call the Contact Centre on 441 299 5518.

## 10. Changes to this Agreement

You can, in your sole discretion, change this Agreement at any time. Any such change will become effective on the thirtieth (30<sup>th</sup>) day following You taking any of the following actions:

- (a) displaying the notice of the revised Agreement at your branches, or ATMs or other locations designated by You;
- (b) mailing me a copy of the revised Agreement to my last known address;
- (c) providing me with written notice of the revised Agreement on my Statement of Accounts;
- (d) sending me written notice of the revised Agreement by electronic mail or other Electronic Means;
- (e) posting a copy of the revised Agreement on your website.

If I wish, I can also obtain a copy of the revised Agreement at any of your branches or online at [www.hsbc.bm](http://www.hsbc.bm).

## 11. Governing Law

This Agreement and all Services and issues relating to my use of the Alerts Programme will be construed, interpreted and governed exclusively by the laws of Bermuda and I agree to exclusively attorn to and be bound by the courts of Bermuda.

## 12. General Information

12.1 Notices: Except as expressly set forth in this Agreement or requested by You, all notices required to be given under this Agreement will be in writing and communicated by Electronic Means, postal mail, courier or hand delivery. If by Electronic Means, the document is deemed received twenty-four (24) hours after transmission. If by postal mail, the document is deemed received 5 (five) calendar days after posting.

12.2 Severance: If any part of this Agreement is held unenforceable for any reason, the unenforceable portion of this Agreement will not affect the enforceability of the remainder of this Agreement, which will continue in full force and effect as if this Agreement had been executed without the unenforceable portion. If all or any part of the provisions of this Agreement become illegal, invalid or unenforceable in any respect of the laws of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdiction or the remainder of this Agreement in that jurisdiction.

12.3 No Waiver: No consent or waiver by any party to or of any breach by any other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties.

12.4 Conflict: In the event of any conflict or inconsistency between any of the terms of this Agreement and those in any other service, product, business relationship, account or agreement between me and You, this Agreement shall prevail.

12.5 Any consents, authorisations, your requested waivers and permissions that already exist from me in relation to my Customer Information shall continue to apply in full force and effect to the extent permissible by the laws of Bermuda.

12.6 Survival: This Agreement shall continue to apply notwithstanding the termination, any termination by You or a member of the HSBC Group of the provision of any Services to me or the closure of any Customer account.

12.7 Rights of Third Parties: Nothing in the terms of this Agreement shall confer any right on any third party to enforce or enjoy the benefit of any aspect of the terms of this Agreement. Without prejudice to the generality of the foregoing, it is not intended that any provision of the terms of this Agreement shall be enforceable by virtue of the Bermuda Contracts (Rights of Third Parties) Act 2016, as the same may be amended from time to time, by any person who is not a party hereto.

12.8 Implied Terms: To the extent permitted by law, I agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Services (Implied Terms) Act 2003, as the same may be amended from time, shall apply to me or You in relation to the terms of this Agreement.

***THIS VERSION OF THIS AGREEMENT IS IN EFFECT SINCE JUNE 2020.***

[www.hsbc.bm](http://www.hsbc.bm)  
HSBC Bank Bermuda Limited  
37 Front Street, Hamilton, HM 11, Bermuda  
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