

PayMe by HSBC TERMS

These terms should be read together with

- Fee Schedule – You will find details of all applicable fees in our Fee Schedule which you can find online
- Privacy Notice – Explains how we'll collect, store, use and share your data

These documents together form your agreement with us.

USING PayMe

1. What is PayMe

PayMe is a service that allows you to store value in a wallet, send and receive money and pay for purchases.

It's not a bank account and we won't pay you interest on the value you store in your PayMe wallet. That amount and any pending transactions are not a protected deposit and are not protected by the Deposit Protection Scheme in Hong Kong.

The money you're receiving or that you store in PayMe is only available for you to make transactions using PayMe. We hold it for you "in trust". This means that we hold your money in an account in our name but you're the actual owner of the money. We're required to keep records to identify your money so that it is separate from the rest of our funds and protected by the trust arrangement.

PayMe may integrate, display and communicate advertising or commercial content (which may include a link or other diverting method) of HSBC and third parties (which may or may not be PayMe merchants) in the PayMe website or app. The relevant services and products mentioned in such advertising or commercial content are not (a) provided by PayMe; (b) related to PayMe's stored value facility business; or (c) endorsed by PayMe, the Hong Kong Monetary Authority or other authorities (unless otherwise stated in the relevant advertising or commercial content). PayMe shall not be liable for any direct or indirect loss or damage (howsoever it arose) incurred or suffered by Customer in purchasing or utilizing any services or products mentioned in or through such advertising or commercial content.

2. How to set up PayMe

In order to send money and make purchases using PayMe, you'll need to

1
Download
the PayMe

2
Set up your profile

3
Link your PayMe profile to your HKID or a top up
source

app to your device

You can only have one profile at any one time. That profile is personal to you, so don't allow anyone else to use it. You also can't use it for business purposes.

You'll need to give us some personal data and set up security details that we'll use to confirm it's you giving us instructions.

In order to transact with PayMe, you must link your profile to one of the following:

- HKID; or
- HKID and HSBC credit card; or
- HKID and HSBC personal banking account; or
- HKID and non-HSBC credit card; or
- HKID and non-HSBC personal bank account

If you don't have enough money in your PayMe wallet to do a transaction, we may deduct the entire balance of your PayMe wallet and treat the shortfall as a top up.

Your top up source can be

- a current or saving account in your name with selected banks in Hong Kong, or
- any Hong Kong credit card in your name.

Where your top up source is a current or saving account, you agree to the setting up of a direct debit authorisation and you authorise your bank to make transfers from your account to your PayMe wallet in accordance with our instructions. It may take some time to set up a direct debit authorisation. If you want to cancel this at any time in the future, you'll need to tell your bank.

If:

- you have insufficient funds or credit in your top up bank account or credit card at the time of a top up, or
- your bank does not process the request to top up for whatever reason

then you may be unable to top up your PayMe wallet and we may be unable to complete your transaction.

Your top up limit is based on:

- your verification status (unverified or verified) and;
- your top up source (credit card or bank account)

If you haven't topped up your PayMe wallet for 30 months, we may cancel the link to your top up source.

You can change your security details or remove or change your top up source by contacting us at any time. We'll make that change as soon as we can. Any top up that happens before that change takes effect will go through.

We'll need to accept your application to use the PayMe service. We'll consider your application as soon as we can but you may have already created your profile before we're able to confirm that your application is successful.

There are other third parties that you may use in connection with the PayMe services, such as the bank that you use as a top up source (if not us), or those relating to your device. If you have any issues with these third parties, you'll need to reach out to related parties directly.

3. Security

What we do

We consider that it's you we're dealing with when your security details are used, so keep these safe at all times.



Security details are personalised information that you've given to us to confirm your identity. This includes mobile device passcode, passwords, security codes, PINs, signatures, biometric data (such as a fingerprint, facial or voice recognition of retina image) or any other authentication factor.

What you must do

- Keep your security details secret
- Do not allow anyone else to use or log on to your mobile device
- Do not store anyone else's biometric data on your mobile device
- Do not use facial recognition to access your mobile device if you have an identical twin sibling or if your facial features may change or develop, in which case you are recommended instead to use your device passcode
- Review your transactions and the messages we send you carefully. Tell us straight away if you see a transaction that you don't recognize
- Take all reasonable precautions to prevent misuse or unauthorised access to your PayMe wallet and security details
- Do not access or store your PayMe application in a device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" device)
- Delete the PayMe application from your mobile device before you sell or dispose of your mobile device
- Do not take any action to disable any function provided by your mobile device, and/or agree to any settings of your mobile device that would compromise the security of the use of your PayMe application or mobile device

- Follow the security tips and guidance that we make available on our app and website

Tell us straight away

- If you think that your PayMe wallet, data, device or security details are no longer safe or have been used by someone else.

You'll be responsible for any transactions made through your PayMe wallet until you tell us that your wallet, device or security details are no longer safe.

What we'll do if you report unauthorised transactions

We'll investigate.

We may ask you for information to help our investigations and we may need to share it with the relevant law enforcement agencies or regulators.

If we reasonably believe that you acted carelessly, fraudulently, or didn't follow these terms or the security tips and guidance that we make available, you'll be responsible for any unauthorised transactions.

Alerts

We may send you warning messages that a payment to the relevant payee or payee wallet/account may involve fraud or scam ("Alerts"). They are intended to help you stay vigilant against frauds, scams and deceptions when sending money or making payments. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests and money from fraud or other illegal activities.

We:

- do not control the management, operation or any other aspect of any anti-fraud search engine and/or anti-deception data (including but not limited to Scameter) operated or managed by the Faster Payment System, the Hong Kong Police Force or any other law enforcement agency or government body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations;
- compile the Alerts solely based on the information available from the above described anti-fraud databases from time to time; and
- would not compile any Alert relating to a payee, a payee wallet/account, or a payment if no information about it is available from any anti-fraud databases.

Therefore, we do not and cannot warrant whether the information available from any described anti-fraud database is complete, true, accurate and up-to-date, and that money transfers for which you do not

receive Alerts are not fraudulent nor that money transfers for which you receive Alerts are fraudulent. Our records of our delivery of any Alert to you and any response from you whether to proceed or cancel any money transfer shall have conclusive effect save for manifest error.

We have sole discretion to determine and/or vary the channels or means through which the Alerts are delivered.

We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with any anti-fraud database or the Alerts, or any delay, unavailability, disruption failure, error of or caused by the same, or the processing, execution or cancellation of any money transfers affected by the Alerts.

You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee wallet/account, the payment details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel any money transfer affected by an Alert. Your decision to proceed with or cancel a payment affected by an Alert is binding on you and you shall be solely responsible for the consequences.

PAYMENTS AND TRANSFERS

4. Receiving and sending money

Receiving money - how it works

Type of payment	When do you receive it?
From a PayMe friend	Immediately. We'll let you know if someone has sent you money
From a non-PayMe friend	As soon as you collect it. We'll let you know if you need to collect money. Until you do, the sender can cancel the payment If you don't collect the payment within 7 days of it being sent, we'll cancel the payment and return the money to the sender

Sending money - how it works

Type of payment	When is it received?
To a PayMe friend To a merchant	Immediately
To a non-PayMe friend	As soon as the person receiving the payment collects it. We'll tell that person that the money needs to be collected

(including payment to a non-PayMe user)	If that person is not a PayMe user, they'll first have to download the PayMe app and set-up a profile If they don't collect the payment within 7 days of it being sent, we'll cancel the payment and return the money to your PayMe wallet
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5. Cancelling or changing a payment

You can't change a payment you've authorised, but you can cancel it while it's 'pending'.

A payment is pending until a person who isn't on your PayMe friend list to whom you sent the payment accepts your friend request and collects that payment. If they don't collect the payment within 7 days, we'll cancel it and return the money to your PayMe wallet.

All other payments you make (to your PayMe friends or merchants) are sent immediately, so you can't cancel them. We also can't cancel them for you.

If you have a disagreement with a person or a merchant you've sent money to, you must raise it with them directly.

6. Delaying, stopping or returning a payment

We can stop or delay a payment in or out of your PayMe wallet if

- we receive instructions that are incorrect or incomplete
- it exceeds a particular limit, including one related to the account linked to your PayMe profile
- we reasonably suspect fraudulent, illegal, unauthorised or criminal activities
- we reasonably believe that, if we don't, we or any other HSBC group member could be acting outside a law, regulation, court order or an agreement or guidance from a government, regulator or law enforcement agency, or
- there are circumstances beyond our reasonable control, such as equipment or power failure, a strike, or a natural disaster

We can also return the payment to the sender if we reasonably believe that the payment was made as a result of fraud or mistake. If there aren't enough funds in your PayMe wallet for us to return the payment, we may return it and then recover the amount from you.

We're not responsible for any losses this may cause you.

7. Transferring money from PayMe to your bank account

You can transfer money stored on PayMe to a bank account that you've identified and linked on the app. It doesn't have to be the same as your top up source, but it has to be with a Hong Kong bank. We recommend the name of your linked bank account matches with your name.

You can remove or change the account you've identified at any time, but we may need time to make that change.

Where is your bank account?	How fast will we send the transfer?
With HSBC or Hang Seng Bank	Immediately
With another bank	Immediately but it may take up to 1 working day for you to receive it if your bank is registered with the Hong Kong Interbank Clearing Limited for Faster Payment Services (FPS)

8. Faster Payment Service ("FPS")

FPS is a service that enables almost immediate transfer of funds between you and us and with non-PayMe users.

FPS is operated and provided by HKICL (Hong Kong Interbank Clearing Limited) and there are some things that we'd like to tell you about this service:

- HKICL can change the scope, conditions and procedures of FPS at any time
- HKICL can suspend or terminate FPS at any time. If they do this, any funds that we transfer to your bank account will be available to you as soon as possible and any funds that you send to us will be available in your PayMe wallet as soon as we can process it. Similarly, any funds that you send to or receive from a non-PayMe user will be available as soon as we can process it
- we may disclose to HKICL and other participants of FPS (such as banks) your data and data about other persons who transfer funds to you or receive funds from you. Please see our Privacy Notice for more details of how we use and share your and other persons' data. HKICL and other participants of FPS may also use and share your and other persons' data for FPS purpose. Please obtain the other persons' consent before providing their data to us to avoid any dispute
- if you would like to fund your PayMe wallet using an account with another FPS registered bank, we'll ask HKICL to link that bank account to your PayMe wallet
- When you register for FPS you'll be asked to register a proxy ID (mobile phone number or another unique random number generated by FPS) with HKICL. You have to register for FPS in order to receive a payment via FPS
- it's possible to link several bank accounts to the same proxy ID so when you add a bank account to transfer money into, we'll ask you if you want it to be your default account – this means that HKICL will consider it to be your principal account for faster payment transactions.

If you register the same proxy ID for more than one account, you'll need to set one account as the default account

- in any case, please only provide your own proxy ID and you must be the present genuine owner or authorised user of the proxy ID. HKICL or we can de-register outdated or incorrect proxy IDs without your consent based on information available to HKICL or to us. Please follow the rules and procedures of HKICL in registering or changing a proxy ID or an account for FPS. You must tell us if your proxy ID or related information changes – if you don't, payments could be made to the wrong account and you may be responsible in these circumstances
- you must use FPS in compliance with the law and regulations, and the requirements, rules and procedures of the HKICL. For personal data privacy, we must mask the name and personal data of others when you send remarks or messages to prevent unauthorised display or disclosure of personal data
- you may set up an eDDA to use as your top up source. An eDDA is a direct debit authorisation set up by electronic means using FPS. In order to set up eDDA with us you'll need to follow our instructions which we'll make available to you when you want to set eDDA up
- If you use a proxy ID to set up an eDDA, any subsequent change in that proxy ID will not affect that eDDA
- If you set up an eDDA but don't use it for a significant period of time, we or your bank may cancel that eDDA authorisation without telling you
- If you give instructions to make payments or effect transactions by FPS, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement
- PayMe shall not be liable for any loss, damage or expenses of any kind which you or any other person may incur or suffer arising from or in connection with any delay, unavailability, disruption, failure, error of or caused by FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to, where applicable, the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force
- If your bank account is credited in error or your bank account is credited in anticipation of receiving funds where those funds are not received or the underlying funds transfer is reversed, PayMe is entitled to reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the bank account, and debit or demand immediate repayment of any loss, damage or expense incurred by PayMe in connection therewith, as appropriate

INFORMATION ABOUT YOU AND YOUR TRANSACTIONS

9. Getting information

You can check your balance and get information about your transactions at any time on the PayMe app.

We may also contact you to let you know that we've received instructions from you, we've sent a payment from your PayMe wallet or that you've received money.

We'll normally contact you through the PayMe app or using the email address or phone number on your PayMe profile. We assume you receive our message within 24 hours of us sending them.

Remember: Update your profile if your contact details change.

10. Reviewing your payment history

Check your PayMe transactions regularly and let us know straight away if you think there are any errors or transactions that you don't recognise.

If you don't let us know within 90 days after the transaction, we may be unable to take any action in relation to that error or unauthorised transaction.

11. Sharing information about you and your payments

We are responsible for masking the names and other personal data of the relevant persons when you send remarks or messages to be displayed to PayMe friends or other persons using PayMe FPS to prevent unauthorised display or disclosure of personal data.

Your profile picture, your chosen PayMe name (which is not your full HKID name), and your transaction message can only be viewed by the recipient of your transaction. Your payments made to any businesses are private and would not be visible to any persons using PayMe. You must make sure that your transaction messages does not infringe the rights of others and is not disruptive, abusive or annoying to others.

We can remove the transaction message that you have shared on PayMe if we believe that the content is inappropriate.

FEES

12. Fees

All applicable fees are set out in our Fee Schedule which you'll find online. There may also be fees for things that aren't specific to PayMe (like if you ask us for a copy of historical data) - these will also be set out in our Fee Schedule which you'll find online.

SUSPENSION, END AND CHANGES

13. Suspending your access to PayMe

We can suspend your access to PayMe straight away and without telling you first if

- your PayMe wallet hasn't been used to receive or send any money for at least 30 days
- we have requested information from you, but you haven't given it to us within a reasonable period of time
- we reasonably suspect fraudulent, illegal, unauthorised or criminal activities
- we have concerns about the security of your PayMe wallet (such as a suspected misuse of your security details)
- we reasonably believe that if we don't it could expose us or another HSBC group member to action or censure from any government, regulator or law enforcement agency
- we reasonably believe that you haven't complied with these terms
- we believe that it's important as part of our fight against financial crime

If we suspend your PayMe access for any other reason, we'll tell you 30 days in advance.

You won't be able to use PayMe to make transactions while it is suspended.

We also can't guarantee that you'll always be able to access or make transactions using PayMe. For example, you may not be able to use it while you're in certain jurisdictions or because of technical issues or circumstances beyond our control.

14. Stopping your use of PayMe

You can close your PayMe profile at any time, directly on the app

We can end your access to PayMe

We can end your access to PayMe at any time and we'll normally tell you 30 days in advance. We can end your access immediately without telling you first if:

- your PayMe wallet hasn't been used to receive or send money for at least 90 days
- we have evidence that you're involved in any fraudulent, illegal, unauthorised or criminal activity
- you've used PayMe in a way that is disruptive, abusive or annoying to other users
- we have requested information from you but you haven't given it to us within a reasonable period of time
- you gave us incorrect or misleading information
- we have concerns about the security of your PayMe wallet (such as a suspected misuse of your security details)
- you haven't paid us any amount that you owe after a reasonable period
- we reasonably believe that if we don't it could expose us or another HSBC group member to action or censure from any government, regulator or law enforcement agency, or
- you've put us in a position where we or another HSBC group member could be acting outside a law, regulation, court order or an agreement with or guidance from a government, regulator or law enforcement agency
- we believe that it's important as part of our fight against financial crime

We won't be responsible for any losses this may cause you.

What happens when your PayMe access ends

- we'll transfer any funds stored in PayMe to one of the bank accounts that you've linked to your PayMe profile
- all benefits associated with PayMe will end, and
- you should remove the app from your device as a security measure

You will continue to be responsible for all transactions and activities linked to your PayMe profile conducted before the end of your PayMe access. The terms under this section 'SUSPENSION, END AND CHANGES' and the section 'WE WANT TO HEAR FROM YOU' will survive the end of your PayMe access.

15. When we may change things

Changing our terms

We may change these terms at any time. We can't predict all of the reasons why we may make a change, but the most common reasons are

- changes in laws or regulations
- decisions we have to follow (such as by a court) or new industry guidelines or codes of practice
- changes to our business such as technology or the systems, services or facilities we use

Where possible, we'll tell you at least 30 days in advance. If you don't agree to the change, you can stop using PayMe.

Changing PayMe

We may sometimes make changes to the PayMe service and we may not tell you before we do this.

Delay in exercising our rights

Sometimes we may not enforce our rights right away, it doesn't mean we won't do it later or in similar situations.

Transferring our rights

We may transfer our rights and obligations to someone within the HSBC group or someone we think is able to perform our obligations towards you as well as we would. We'll let you know if this happens.

WE WANT TO HEAR FROM YOU

16. Contact Us

Praises and complaints, we want to hear them all!

Please see Contact Us section of App Settings for details of how to contact us.

Please talk to us if you're unhappy about something.

We hope that we can always resolve issues ourselves but if we do ever need a court to settle a dispute between us, the laws of Hong Kong will apply to the interpretation of all of the terms between us and the dispute will be dealt with in the courts of Hong Kong. You'll be responsible for any reasonable amounts we spend in order to defend or exercise our rights against you. You must repay these to us as soon as possible when we ask.