

# Site Terms and Privacy Statement

## Commercial Banking **Netherlands**

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By accessing this website (the 'Site'), you agree to be bound by the following terms and conditions (the 'Terms'). Before using this Site, you should read carefully the Terms, our Cookie Policy and also our Privacy Policy.

The Site is operated by HSBC Bank plc, Amsterdam Branch. Authorised and regulated by De Nederlandsche Bank (DNB). HSBC Bank plc, Amsterdam Branch is ultimately owned by HSBC Holdings plc. HSBC Bank plc, Amsterdam Branch is registered in the Netherlands and is established at Amsterdam, which is its registered office.

### **HSBC Bank plc, Amsterdam Branch**

#### **Country clauses**

If you are accessing this Site from any of the following countries, the following Country Clauses shall also apply to you. The Country Clauses can be viewed by clicking the link to the relevant country listed below:

- [Australia](#)
- [Malaysia](#)
- [New Zealand](#)
- [Taiwan](#)
- [Thailand](#)
- [Turkey](#)
- [Argentina](#)
- [Czech Republic](#)
- [Poland](#)
- [Indonesia](#)
- [Switzerland](#)

#### **Local Sites**

All products and services provided by members of the HSBC Group are subject to the terms and conditions and disclaimers of the applicable agreement governing their supply and use ('Product Terms and Conditions'). Where Product Terms and Conditions conflict with these Terms and Conditions or any Local Site's terms and conditions the Product Terms and Conditions shall prevail.

Your use of any Local Site shall be governed by both these Terms and Conditions and the terms and conditions of the Local Site. However, where these Terms and Conditions conflict with those of the Local Site, the terms and conditions of the Local Site shall prevail. Please read carefully any Local Site and/or Product terms and conditions before using the Local Site or product.

## **Changes**

The information, material and content provided in the pages of the Site or any Local Site may be changed at any time without notice. Changes may be made to these Terms and Conditions by us at any time without notice to you by updating the posting of the Terms and Conditions. You agree to review any applicable terms and conditions regularly and that your use of any part of this Site will be subject to such changes once they are made.

## **Security**

In certain circumstances you may be requested to register with a Local Site. When you register, you must provide accurate and complete information and up-date such information when necessary so it remains accurate and complete. When you register and are accepted as a registered user of the Local Site, you may choose a unique user name and password. **Please use maximum caution to keep your user name and password confidential and log-off from the Local Site when your session is complete to prevent unauthorised access to your information. If your user name or password is subject to unauthorised access, you should immediately inform the relevant HSBC Group company.**

## **Data protection and privacy policies**

We are committed to protecting your privacy. All information gathered from you in connection with your use of the Site or any Local Site will be maintained in accordance with the applicable privacy policies disclosed for the Site or any of the Local Sites. The Privacy and Data Protection Statement (including the Cookie Policy) can be viewed by clicking on the link listed below and shall be deemed to be incorporated in these Terms and Conditions

## **No offer**

This website is for information purposes only. Information or opinions provided by us or through a third party on the Site or by a Local Site should not be used for investment advice and do not constitute an offer to sell or solicitation of an offer to buy any securities or financial instruments or any advice or recommendation with respect to such securities or other financial instruments, even if any companies or securities are explicitly mentioned therein. When making a decision about your investments, you should seek the advice of a professional financial adviser.

## **No warranties**

HSBC Bank plc, Amsterdam Branch has examined all information contained in this site with due care. Neither HSBC Bank plc, Amsterdam Branch nor any other party makes any guarantee, representation or warranty as to the accuracy, completeness or actuality of this site as well as of any other website, which can be accessed via hyperlink. HSBC Bank plc, Amsterdam Branch is not responsible for any content on other websites, which can be accessed via such hyperlink. HSBC Bank plc, Amsterdam Branch and the third party content providers disclaim any and all warranties.

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We do not represent or warrant that the Site or any Local Site will be available or that it will meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and

back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

We do not warrant the accuracy, adequacy, completeness or timeliness of the information, material, products and services or the error-free use of the Site or Local Site.

We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Site or any Local Site.

### **Limitation of liability**

In no event shall we be liable for any damages, losses or liabilities including without limitation, direct or indirect, special, incidental, consequential damages, losses or liabilities, in connection with your use of the Site or your reliance on or use or inability to use the information, materials, products and services on the Site, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if you advise us of the possibility of such damages, losses or expenses.

### **Links to third party Sites or content**

Your use of hyperlinks on the Site is at your own risk. We provide hyperlinks to other locations on the Internet for information and convenience purposes only. No endorsement of third party web sites or content is implied. We are not responsible for the content of any other web sites or pages linked to or from the Site or any Local Site. We have not verified the content of any such web sites, or pages. It is recommended that you view the linked website's terms or privacy policy pages to understand how use of that website may affect you.

We are not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third party web sites or pages linked to the Site or any Local Site. Links to downloadable software Sites are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the licence agreement, if any, which accompanies or is provided with the software.

The Site may offer access to news services, market analysis, financial planning tools or other information provided by third parties on the Site or any Local Site. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the Site or any Local Site. We do not control, cannot guarantee, and are not responsible for the accuracy, timeliness or even the continued availability or existence of such content.

### **Internet e-mail**

Do not use ordinary e-mail to communicate personal or confidential information to us. Use the secure server available at your Local Site. Ordinary e-mail messages sent over the Internet may be intercepted, lost or altered. We are not responsible for them and will not be liable to you or anyone else for any damages in connection with any messages sent by you to us using ordinary e-mail.

### **E-mail alert service**

We may, at our discretion, provide an e-mail alert service (the 'Service') allowing you to receive alerts relating to HSBC Holdings plc and/or such other parties or matters as we may include from time to time.

Your use of the Service will result in us holding the data you submit for use of the Service. The data will be held in the USA and will only be used to provide you with the information you have requested receiving via the Service or for statistical analysis. By using the Service, you agree to us holding and using your data as indicated above.

We may at any time at our discretion withdraw the Service and/or your use of it.

The provisions under "No warranties" in these Terms and Conditions shall apply as if reference to "the Site" includes reference to the Service.

### **Trademarks and copyright**

Contents and structure of the HSBC Bank plc, Amsterdam Branch website are protected by copyright.

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You may not use the Site or any Local site for any purpose which is unlawful, abusive, libellous, obscene or threatening.

HSBC Bank plc, Amsterdam Branch is a trademark of the HSBC Holdings plc and all rights in and to HSBC vest in HSBC Holdings plc. Other than as provided above you may not use or reproduce the HSBC trademark, logo or brand name.

### **Accessibility Policy**

HSBC is committed to providing a website that is accessible to the widest possible audience, regardless of technology or ability. We are actively working to increase the accessibility and usability of this website and in doing so, adhere to internationally accepted standards and guidelines.

This website endeavours to meet the Web Content Accessibility Guidelines Version 2.0 (WCAG 2.0) at a minimum "Double-A" (AA) rating. The guidelines, drawn up by the World Wide Web Consortium (W3C), explain how to make web content more accessible to people with disabilities. We seek to ensure that this website is accessible to people who use assistive technology like screen readers and speech-input software and those unable to use a mouse or a pointing device.

Accessibility features on this site include:

- Strong colour contrasts
- Text can be resized
- Page layout is flexible (it resizes according to the width of your browser window)
- Headings are used correctly to make them readable through screen readers
- Links do what they say. We don't use 'click here'
- Tables are laid out in tabular form with headings and summaries
- All form fields have labels, and follow a logical tab sequence to ensure easy navigation

- We use cascading style sheets (CSS) to determine the presentation of our website – this assists those using screen-reading devices
  - Where we use images, we use alternative text so that those who cannot see the image can read the text. These can be read by screen-reading devices
  - Most PDF files on this site are tagged to allow basic accessibility
- This site has been built using code compliant with W3C standards for HTML and CSS. The site displays correctly in current browsers and using standards-compliant HTML/CSS code means any future browsers will also display it correctly.

### **Browsers and operating systems that we support**

#### Browsers

- Internet Explorer 8
- Internet Explorer 7
- Firefox 3.0 and above
- Safari 4 and above
- Google Chrome

#### Operating systems

- XP
- Vista
- Windows 7
- Mac OS X 10.4 and above

Browser updates are available free of charge from each browser provider. Operating systems can be purchased from software vendors. We will update our list of supported browsers and operating systems from time to time as the software used by our customers changes. We also endeavour to support the most popular combinations of these browsers and operating systems, for example Internet Explorer 8 with Windows 7.

### **Reasons to upgrade your browser**

- New versions are more secure
- New versions are faster
- Improved browsing experience

Browser updates are available from Microsoft, Firefox, Safari, Google.

We use accessibility testing tools and perform periodic accessibility audits of our site. Whilst HSBC strives to adhere to accepted guidelines and standards for accessibility and usability, rapid changes in technology mean it is not always possible to do so in all areas of the website. We are, however, continually seeking solutions to address accessibility issues.

### **Cookie Policy**

#### **Understanding how and why we use cookies**

We use cookies on our website (hsbc.com) to create the most effective website possible for our users. Among other things, the cookies we use allow us to improve your experience when using our website and to ensure the website performs as you expect it to.

This Cookie Policy explains what cookies are, how we use them on hsbc.com and what benefits they bring.

On local websites which are linked from this site, cookies may be used to allow you to log on to Internet Banking, choose log-in preferences, and apply for products and services online and use financial tools. Please bear in

mind that HSBC Group members will have their own privacy and cookie policies that will govern their use of cookies on local sites and any information you submit on a local site. Please read carefully any local site and/or product terms and conditions before using the local site or product.

As you may be aware, recent legislation requires websites to gain visitors' consent to use certain cookies. As a group, HSBC is working to implement appropriate changes to its websites as soon as possible.

## **Frequently asked questions**

### **Do cookies mean I could get cold calls or junk mail?**

We never use the data gathered through cookies on this site to contact you via post, email or phone and we do not use cookies on this site to show you financial product and/or service advertising as HSBC Holdings plc does not offer financial services or products.

Our local sites, to which we provide links from this site, may use cookies to show you subtly tailored content of things they think you might be interested in, for example in relation to products and services provided by members of the HSBC Group and their agents. Local site cookie policies will explain how they use cookies to show you tailored content.

### **Can cookies pass on my personal information to others?**

We will not share any personal information gathered through cookies on this site with third parties.

We do use 'analytics' cookies on this site to help us make our website better for those who visit it regularly and in doing so we do share certain limited information with our third party 'analytics' providers but none of that information can be traced to an individual.

Our local sites may share personal information gathered through cookies on their local sites, for example where you have given them express consent to do so by applying for a product or service and in accordance with the local site cookie policy.

### **Do cookies compromise my security when I'm logged on to Internet Banking?**

Internet Banking is not offered on this site but we do provide you with the ability to link to local sites to access your Internet Banking. As stated in the Terms and Conditions, your use of local sites, including Internet Banking, is governed by the local site terms and conditions and any applicable product terms and conditions, including the cookie policy shown on the local site. In fact, many of the cookies used on local sites are used purely to provide important security features such as protecting your data and your accounts.

[Follow this link to see other frequently asked questions.](#)

### **What are cookies?**

Cookies are small text files that are sent to and stored on your computer, smartphone or other device for accessing the internet, whenever you visit a website. Cookies are useful because they allow a website to recognise a user's device. On this site, the cookies we use include 'analytics' cookies, to analyse how users use this site to help us make our website better for those who visit it regularly, and 'load-balancer' cookies, which are essential to ensure performance of the site.

Local sites may use cookies for a variety of other reasons including to determine preferences, let users navigate between pages efficiently, verify the user and carry out other essential security checks. Local site cookie policies will explain how they use cookies.

Some of the functions that cookies perform can also be achieved using similar technologies. This policy refers to 'cookies' throughout, however is to include these alternate mechanisms.

More information about cookies can be found on [allaboutcookies.org](http://allaboutcookies.org)

### **How cookies make our websites safer and easier to use**

Cookies are used for a variety of reasons, such as to improve the functionality and performance of this site and safeguard your privacy when browsing our local sites. They can allow you to use functions such as being able to find and compare mortgages and use secure online application forms. If you leave a secure session window open when logged in to Internet Banking, cookies will enhance your security by prompting you to end, and/or automatically ending, your secure session.

We use 'analytics' cookies on this site to help us make the site better for those who visit it regularly. They help us work out what users like and don't like and how we can improve things for you.

When we include links to other websites, please bear in mind they will have their own privacy and cookie policies that will govern the use of any information you submit. We recommend you read their policies as HSBC Holdings plc is not responsible or liable for their privacy practices.

### **How we work with trusted third parties**

Third parties are trusted suppliers to HSBC Holdings plc and include those partners who provide important functionality to our websites.

In relation to local sites, third parties may include local suppliers to HSBC Group members, such as website insurance policy providers.

We will not share any personal information gathered through cookies on this site with third parties but local sites may do so in accordance with their own cookie policies.

### **How you can manage your cookies**

The browsers of most computers, smartphones and other web-enabled devices are typically set up to accept cookies. If you wish to amend your cookie preferences for this site, any local sites or any other websites, you can do this through your browser settings. Your browser's 'help' function will tell you how to do this.

However, please remember that cookies are often used to enable and improve certain functions on our site. If you choose to switch certain cookies off, it is likely to affect how our site works.

For more information about how to disable cookies, visit [allaboutcookies.org](http://allaboutcookies.org).

### **More about your privacy**

To find out more about how HSBC protects your privacy when using our website, see our website Terms and Conditions and Data Protection and Privacy Statement.

### **Privacy Policy**

This privacy statement sets out the privacy policy of [hsbc.com](http://hsbc.com).

[hsbc.com](http://hsbc.com) provides a portal, or gateway, to the financial services offered by members of the HSBC Group. The Site is owned by HSBC Holdings plc. HSBC Holdings plc is a public limited company registered in England and Wales under Company Register Number 617987 and with its registered office at 8, Canada Square, London, England E14 5HQ.

For more information on how to use this website and definitions used in this privacy policy, please see the Terms and conditions.

## **Privacy**

We know that you are concerned with how your personal information is dealt with. This privacy statement sets out our current policies and demonstrates our commitment to your privacy. We may change the content or services found on this Site at any time without notice, and consequently our privacy policy may change at any time in the future. You agree to revisit this page regularly and your continued access to or use of the Site will mean that you agree to the changes.

Please also note that the HSBC Group provides financial products and services through its affiliated companies and branches located across the world. Privacy and personal data protection principles vary from one country to another. When you access or link to a Local Site, please read the privacy statement issued by the Local Site to determine the policies that apply to information or data maintained by the Local Site.

## **Personal information**

If you register your personal details for the email alerts service, we will ask you to provide us with certain up to date data about yourself, which we will handle in accordance with the United Kingdom's Data Protection legislation but please note that it may be hosted or transferred outside of this jurisdiction. We will not share your personal information with entities outside of the HSBC Group. We maintain strict security standards and procedures with a view to preventing unauthorised access to your data by anyone, including our staff. We use leading technologies such as (but not limited to) data encryption, firewalls and server authentication to protect the security of your data. All Group companies, all our staff and whenever we hire third parties to provide support services, we will require them to observe our privacy standards and to allow us to audit them for compliance.

## **Cookies**

You should read our Cookie Policy to find out more about how HSBC and our trusted partners use cookies, which is relevant to your experience on this website.

## **Web beacons and spotlight tags**

This website may contain electronic images, known as web beacons or spotlight tags. These enable us to count users who have visited certain pages on the website. Web beacons and spotlight tags are simply tools used to obtain generic information about the web pages visited. They are not used to obtain information about specific users.