



恒生銀行
HANG SENG BANK

HANG SENG BUSINESS e-BANKING SERVICES

TERMS AND CONDITIONS

Member HSBC Group 滙豐集團成員

TERMS AND CONDITIONS

HANG SENG BUSINESS e-BANKING AGREEMENT

1 INTRODUCTION

- 1.1 The Customer wishes to use the Hang Seng Business e-Banking Services provided by the Bank and the Bank is willing to make the Hang Seng Business e-Banking Services available to the Customer.
- 1.2 The Customer and the Bank agree that the Hang Seng Business e-Banking Services shall be supplied to the Customer subject to the terms and conditions contained or referred to in this Agreement.
- 1.3 The Customer will acting through Customer Delegate(s) access the Hang Seng Business e-Banking Services through the hsbc.com Site.
- 1.4 By signing the Application Form and returning it to the Bank, the Customer agrees to be bound by the terms of this Agreement.
- 1.5 Defined terms used in this Agreement are set out below:

"Agreement" means this Agreement as modified from time to time in accordance with the terms of this Agreement, including any supplementary terms for the provision of the Hang Seng Business e-Banking Services published from time to time which shall form part of this Agreement and any other Hang Seng Business e-Banking documents (including all Hang Seng Business e-Banking Customer Guide and the Bank's Important Message to Readers and Internet Privacy Policy Statement) mentioned in this Agreement.

"Application Form" means the application form provided to the Customer by the Bank for the purpose of applying for access to Hang Seng Business e-Banking.

"Bank" (also "we", "us", "our") means Hang Seng Bank Limited.

"Customer" (also "you", "your", "yours") means the Customer named on the Application Form.

"Customer Delegate" (also "they", "their", "theirs") means any of the Primary User(s) or Secondary User(s) who are authorised from time to time to use the Hang Seng Business e-Banking Services.

"Customer Instruction" means any request or instruction that is received by the Bank through Hang Seng Business e-Banking.

"Customer Services Representatives" means such person designated by us to provide support services as shall be made available to the Customer in connection with the Hang Seng Business e-Banking Services from time to time.

"Digital Certificate" means a security certificate that is issued to each Customer Delegate by the Bank or a member of the HSBC Group, to be used in conjunction with a Password to enable the Customer to access the hsbc.com Site and/or Hang Seng Business e-Banking and/or to effect Customer Instructions.

"Hang Seng Business e-Banking" means Hang Seng Business e-Banking available through the Internet.

"Hang Seng Business e-Banking Customer Guide" means the welcome letter, PIN advice, the Hang Seng Business e-Banking brochure, the user guide, the security guide and all customer guides, manuals, help text or other documents (whether in hard copy or in electronic form) issued by us to you at any time in any format for use with the Hang Seng Business e-Banking Services.

"Hang Seng Business e-Banking ID/User ID" means the user short name for the Hang Seng Business e-Banking Services designated (whether by the Bank, the Customer or the Customer Delegate as the Bank shall prescribe) for use and/or used by the Customer Delegate.

"Hang Seng Business e-Banking Services" means any banking product or service provided by the Bank to the Customer using Hang Seng Business e-Banking.

"HSBC Group" means HSBC Holdings plc and its subsidiary and associate undertakings, or any of their branches.

"hsbc.com Site" means the HSBC portal through which you access Hang Seng Business e-Banking.

"Institution" means (i) any member of the HSBC Group (other than the Bank) and (ii) any third party financial institution which the Customer has notified to the Bank should be treated as an Institution for the purposes of this Agreement.

"Online" means by way of Internet access to Hang Seng Business e-Banking through the hsbc.com Site.

"Password" means any confidential password, phrase, code or number, or any other identification whether issued to the Customer or any Customer Delegate by the Bank or adopted by the Customer or any Customer Delegate (including any Hang Seng Business e-Banking ID/User ID) which may be used to access the hsbc.com Site and/or Hang Seng Business e-Banking and/or the Hang Seng Business e-Banking Services and/or to effect Customer Instructions.

"Primary User" means the Customer Delegate entrusted with responsibility for the initial Hang Seng Business e-Banking portfolio registration and the Customer's on-going use of Hang Seng Business e-Banking as described in the Hang Seng Business e-Banking Customer Guide.

"Secondary User" means a Customer Delegate appointed by the Primary User.

2 THE SERVICE

2.1 The Hang Seng Business e-Banking Services enable you to view certain accounts Online and to give us instructions Online in relation to certain services you receive from us, and certain accounts and products that you have with us. The types of services currently available and the specific terms and conditions applicable thereto are set out in the Schedules to this Agreement. Where there is any discrepancy, this Agreement shall prevail for the purposes of Hang Seng Business e-Banking Services.

2.2 You agree to at all times, in addition to complying with this Agreement, exercise due diligence and good faith in using our Hang Seng Business e-Banking and our Hang Seng Business e-Banking Services. Should we be of the opinion that you or your Customer Delegates have in any way breached this Agreement, we shall have the right to, without further notice, suspend or terminate the use of our Hang Seng Business e-Banking or our Hang Seng Business e-Banking Services by you and/or any one or more of your Customer Delegates.

3 REGISTRATION PROCEDURE

The procedure for registration of Customer Delegates is set out in the Hang Seng Business e-Banking Customer Guide. Failure to follow the procedures set out in the Hang Seng Business e-Banking Customer Guide may result in you or any of your Customer Delegates being unable to access fully or in part the Hang Seng Business e-Banking Services.

4 CUSTOMER INSTRUCTIONS

4.1 We will only accept a Customer Instruction if it has been effected through the Hang Seng Business e-Banking Services using the appropriate Password in accordance with the Hang Seng Business e-Banking Customer Guide and this Agreement.

4.2 You request and authorise us to treat all apparently valid Customer Instructions received by the Bank as instructions properly authorised by you, even if they conflict with the terms of any other mandates given by you at any time concerning your accounts or affairs. Subject to our obligations in Clause

- 4.1 above, we shall be under no other obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.
- 4.3 You are responsible for the accuracy and completeness of Customer Instructions and for ensuring that they will achieve your intended purpose. We are not liable for any loss or delay where the contents of a Customer Instruction are inaccurate or incomplete.
- 4.4 In the event that you request us to cancel or modify any Customer Instruction, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.
- 4.5 We are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with a Customer Instruction.
- 4.6 We may, in our absolute discretion and without liability, refuse to act on or delay acting on a Customer Instruction if, without limitation:
- 4.6.1 it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon you generally or upon the Customer Delegate in question;
 - 4.6.2 we know of or suspect a breach of security in respect of or in connection with the operation of one or more of your accounts or the Hang Seng Business e-Banking Services generally;
 - 4.6.3 we have terminated this Agreement pursuant to Clause 18 hereof; or
 - 4.6.4 acting on it would be inconsistent with our regular business practices and procedures.
- 4.7 In the event that we do not act on or delay acting on a Customer Instruction pursuant to Clause 4.6 above, we shall notify you of this as soon as is reasonably possible.
- 4.8 A transaction being carried out is not always simultaneous with a Customer Instruction being given. Some matters may take time to process and certain Customer Instructions may only be processed during normal banking hours even though Hang Seng Business e-Banking is Online and may be accessible outside such hours.

5 SERVICE INTERRUPTION

- 5.1 We may suspend any service provided to you under the Hang Seng Business e-Banking Services without notice where we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of

security or we need to suspend the Hang Seng Business e-Banking Services for maintenance or other reasons.

- 5.2 We will use reasonable efforts to inform you without undue delay through the Hang Seng Business e-Banking Services, and/or our website(s) if any service under the Hang Seng Business e-Banking Services is not available. In the event that we have levied any charge to you which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for the Hang Seng Business e-Banking Services as a whole) then we will reimburse you this sum. Other than reimbursing any sum as set out above, we will have no further liability to you.
- 5.3 It may be necessary from time to time to suspend some or all of the Hang Seng Business e-Banking Services for routine, non-routine or emergency maintenance where we consider it necessary to do so. In the event of such a suspension being necessary, we will in so far as is possible provide you with a reasonable period of notice prior to the suspension.

6 TRANSACTIONS WITH OTHER INSTITUTIONS

- 6.1 You appoint us as your agent on your behalf to request any Institution to supply Hang Seng Business e-Banking with information about you and your accounts and to use Hang Seng Business e-Banking to instruct an Institution to give effect to Customer Instructions.
- 6.2 Where we pass Customer Instructions to an Institution on your behalf, we are not responsible for any delay or failure by the Institution in executing those instructions.
- 6.3 Where Hang Seng Business e-Banking delivers to you any information supplied to us by an Institution, we make no warranty as to the accuracy or sufficiency of the information provided by that Institution.
- 6.4 In order that an Institution may give effect to a Customer Instruction, you agree that we may, as your agent, agree with any Institution that where applicable the terms of this Agreement will apply between you and the Institution.
- 6.5 We may appoint other parties to provide some or all of the Hang Seng Business e-Banking Services under this Agreement. You agree that such parties shall have the benefit of any provisions of this Agreement which limit our liability.

7 CONFIDENTIALITY

- 7.1 We will take reasonable care to ensure that information about you which is stored or transmitted using Hang Seng Business e-Banking and Hang Seng Business e-Banking Services remains confidential and is not disclosed to any third parties outside the HSBC Group without your written permission. However, you authorise us to disclose information relating to you and your

accounts to any agent, contractor or third party service provider who provides services to us in connection with the operation of our business and where we are obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where we reasonably think necessary in order to give effect to a Customer Instruction.

- 7.2 You agree that we, and any other members of the HSBC Group, may disclose information relating to you and your accounts to other members of the HSBC Group where we consider this to be desirable for the effective provision of the Hang Seng Business e-Banking Services, or so that services may be processed for us or any member of the HSBC Group in any country or jurisdiction, both inside and outside the European Economic Area (EEA).

Citizens of the EEA should be aware that other countries may not provide the same level of protection as the EEA. By this Agreement, you agree to your data being used as described and that it may be transferred as stated above.

8 SECURITY PROVISIONS

- 8.1 You and all Customer Delegates agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding Hang Seng Business e-Banking security including, without limitation, the security recommendations contained in the Hang Seng Business e-Banking Customer Guide. You agree that it is your sole responsibility to set-up, maintain and regularly review security arrangements concerning access to, and use of, the Hang Seng Business e-Banking Services, and information stored on your computing and communications systems, and in particular your and any of your Customer Delegates' control of Passwords and Digital Certificates and access to Hang Seng Business e-Banking.
- 8.2 You confirm that you have assessed the security features of Hang Seng Business e-Banking and have determined that they are adequate to protect each of the Customer Delegate's and your interests.
- 8.3 You agree to ensure that each of your Customer Delegates comply with the terms of this Agreement and any security procedures mentioned or referred to in it including, without limitation, the security recommendations contained in the Hang Seng Business e-Banking Customer Guide.
- 8.4 You must ensure that your Customer Delegates keep their Password secure and secret at all times and take steps to prevent unauthorised use of their Password and any Digital Certificate provided to them. For example, they must:
- 8.4.1 never write or otherwise record their Password in a way that can be understood by someone else except where it is required by the Bank for the registration of a Customer Delegate or for any other reason as set out in the Hang Seng Business e-Banking Customer Guide;

- 8.4.2 never reveal their Password to anyone else including our staff, except where specifically provided in the Hang Seng Business e-Banking Customer Guide;
 - 8.4.3 destroy any advice from us concerning their Password promptly after linking their Hang Seng Business e-Banking logon details to their hsbc.com Site logon, except where specifically provided in the Hang Seng Business e-Banking Customer Guide;
 - 8.4.4 avoid Passwords which may be easy to guess such as passwords used in connection with third parties;
 - 8.4.5 inform us immediately if they believe that a third party may have seen or have had access to their Password;
 - 8.4.6 never record their Password on any software which retains it automatically (for example, any computer screen prompts or 'save password' feature or the like on their Internet browser);
 - 8.4.7 ensure that they are not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys they are pressing while logging on; and
 - 8.4.8 change their Password on a regular basis and not alternate between passwords.
- 8.5 Once they have logged on to Hang Seng Business e-Banking or the hsbc.com Site the Customer Delegate must not leave at any time the Internet terminal from which they have accessed Hang Seng Business e-Banking or the hsbc.com Site or let anyone else use the Internet terminal until they have logged off Hang Seng Business e-Banking and the hsbc.com Site. You will be responsible for ensuring that each Customer Delegate has logged off Hang Seng Business e-Banking and the hsbc.com Site at the end of any session.
- 8.6 You and your Customer Delegates must not permit Customer Delegates to access Hang Seng Business e-Banking or the hsbc.com Site from any computer connected to a local area network (LAN) or any public Internet access device or access point without first making sure that no-one else will be able to observe or copy their access or get access to Hang Seng Business e-Banking or the hsbc.com Site pretending to be a Customer Delegate.
- 8.7 You and/or your Customer Delegates must notify us immediately of the following:
- 8.7.1 any unauthorised access to Hang Seng Business e-Banking, the hsbc.com Site or any unauthorised transaction or instruction which you or any of your Customer Delegates know of or suspect; or

8.7.2 if you suspect someone else knows the Password of one or more of the Customer Delegates or has access to their Digital Certificate. In the event of any such breach or suspected breach of security you must ensure that all your Customer Delegates change their Passwords immediately to one which they have not used before.

You hereby agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of security. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

- 8.8 If you suspect any impropriety on the part of any Customer Delegate in connection with the Hang Seng Business e-Banking Services or a Customer Delegate leaves your business, you must ensure that the Primary User immediately takes all steps available to ensure that the Customer Delegate is unable to access the Hang Seng Business e-Banking Services.
- 8.9 If you suspect any impropriety on the part of the Primary User in connection with the Hang Seng Business e-Banking Services or the Primary User leaves your business, you must immediately take steps to replace such Primary User.
- 8.10 You and your Customer Delegates are responsible for the security of any of the Digital Certificates held on the memory of your and/or the Customer Delegates' computers or otherwise held by them. You and your Customer Delegates must ensure that Digital Certificates cannot be accessed, copied or otherwise tampered with. In particular, you and your Customer Delegates must ensure that Digital Certificates are removed from the memory of any computers which leave your possession at any time or the possession of your Customer Delegates, even temporarily. We shall not be liable to you or to third parties for any loss whatsoever arising from the unauthorised copying and/or unauthorised use of any Digital Certificates. Further, neither you nor any Customer Delegate must use any Digital Certificate other than for the purposes of identifying yourselves to us and must not transmit or otherwise send the Digital Certificate to any party other than us.
- 8.11 You agree that you are solely responsible for the performance and protection of any browser used in connection with Hang Seng Business e-Banking including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.
- 8.12 You agree to keep us indemnified against all actions, proceedings, costs, loss and damage of any kind which we or any other member of the HSBC Group may suffer as a result of our, or any member of the HSBC Group, acting on any Customer Instruction in accordance with this Agreement, or as a result of your failure to comply with your duties under this Clause 8.

9 ACCURACY OF INFORMATION

We will take reasonable care to ensure that any information provided to you by the Hang Seng Business e-Banking Services is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the product and circumstances beyond our control we do not warrant that the information provided through the Hang Seng Business e-Banking Services is accurate or error free. Some of the information available through the Hang Seng Business e-Banking Services may be identified on the screens or in the Hang Seng Business e-Banking Customer Guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.

10 DIGITAL CERTIFICATE

- 10.1 We grant you a non-exclusive, non-transferable licence to install and use Digital Certificates on the Internet browsers of all your Customer Delegates. Title to and rights in the Digital Certificates belong to the relevant member of the HSBC Group and, except for the specific rights granted to you by this licence, neither you nor any Customer Delegates will acquire any rights whatsoever to the Digital Certificates, which will remain the property of the Bank or relevant member of the HSBC Group.
- 10.2 We will make all reasonable efforts to ensure that any Digital Certificate that we provide to you will perform as necessary to permit access to Hang Seng Business e-Banking as and when required. You and/or the relevant Customer Delegate will notify us immediately if any Digital Certificate fails to function correctly.
- 10.3 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Digital Certificate.
- 10.4 We shall not be liable for any damage to or reduction in the performance of your computer system or any part thereof by the installation and/or use of any Digital Certificate.

11 FEES, SUPPLEMENTARY TERMS, CHANGES TO THE AGREEMENT AND SITE

- 11.1 You agree to pay our scale of charges (if any) for providing the Hang Seng Business e-Banking Services as we advise you from time to time. We may vary our charges and the frequency and dates of payment on giving you not less than 30 days notice. These charges are in addition to any charges for particular banking or other services we might provide in response to your Customer Instructions through the Hang Seng Business e-Banking Services.
- 11.2 You are liable for any telephone charges and any charges made by your Internet service provider as a result of the use by you of the Hang Seng Business e-Banking Services.

- 11.3 You authorise us to debit any of your accounts with any charges for providing the Hang Seng Business e-Banking Services.
- 11.4 When we introduce new services under Hang Seng Business e-Banking we may provide them on supplementary terms which will be notified to you from time to time in accordance with this Agreement.
- 11.5 The hsbc.com Site through which you access Hang Seng Business e-Banking and the Hang Seng Business e-Banking Services is subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- 11.6 We may modify the terms of this Agreement on not less than 30 days notice to you or such shorter period (other than in the case of any variations to our charges) as is necessary for the effective operation of the Hang Seng Business e-Banking Services. Such variation(s) shall be binding on you if you continue to maintain or use Hang Seng Business e-Banking Services on or after the effective of the variation(s).

12 OUR LIABILITY TO YOU

- 12.1 Subject to Clause 12.6 below, we shall be liable to you for direct losses suffered by you arising out of your use of Hang Seng Business e-Banking or the Hang Seng Business e-Banking Services where such losses are directly attributable to our breach of contract, including any breach of Clause 12.3 below, or to gross negligence of the Bank, its officers or employees.
- 12.2 We do not exclude or limit liability for loss of interest on your credit balances or interest incurred on your debit balances as a result of a Customer Instruction that we have processed in breach of our duties to you under this Agreement. We are not liable for this loss to the extent that it is attributable to your own neglect or default.
- 12.3 In the case of a breach of the undertaking in Clause 10.2, we will take all reasonable steps to correct the defect.
- 12.4 We will not be liable to you for any loss or damage arising out of your use of Hang Seng Business e-Banking or the Hang Seng Business e-Banking Services, or caused by any breach of contract, including any breach of Clauses 12.1, 12.2 or 12.3 above, or any negligence of the Bank, to the extent that such loss or damage is indirect, consequential or special, whether or not we have been advised of the possibility of such loss or damage.
- 12.5 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces or supplies at any time for use in connection with Hang Seng Business e-Banking or the Hang Seng Business e-Banking Services or (b) any services through which you access

Hang Seng Business e-Banking or the Hang Seng Business e-Banking Services which are not controlled by us.

12.6 Without prejudice to Clause 12.4 above, we will not be liable to you for any loss or damage arising out of your use of Hang Seng Business e-Banking or the Hang Seng Business e-Banking Services to the extent that such loss or damage is:

12.6.1 a loss of profits;

12.6.2 a loss of data; or

12.6.3 any loss other than as set out in Clauses 12.1, 12.2 or 12.3 above

whether or not we have been advised of the possibility of such loss or damage.

12.7 For the avoidance of doubt, the provisions of Clauses 12.6.1, 12.6.2 and 12.6.3 above shall each be construed as a separate exclusion of liability.

12.8 Nothing in this Agreement shall limit the Bank's liability for death or personal injury or for dishonesty, deceit or fraudulent misrepresentation on the part of the Bank.

13 HANG SENG BUSINESS E-BANKING PASSWORD SET UP

13.1 You may only access Hang Seng Business e-Banking via the hsbc.com Site. To access the hsbc.com Site, Customer Delegates are required to set up their own personal hsbc.com Site username and password. Once this has been achieved they can link their Hang Seng Business e-Banking logon details to their hsbc.com Site logon and thereafter gain access to Hang Seng Business e-Banking.

13.2 The procedure for setting up Customer Delegates with Hang Seng Business e-Banking Passwords is set out in the Hang Seng Business e-Banking Customer Guide.

14 HANG SENG BUSINESS E-BANKING PASSWORD RESET

Reset procedures may be notified in the Hang Seng Business e-Banking Customer Guide, via the Hang Seng Business e-Banking Services or via the Customer Services Representatives. You agree you will comply with such reset procedures as are in force from time to time.

15 AUTHORITY AND INDEMNITY

15.1 You may request and authorise us from time to time to act upon written instructions or requests to us concerning the administration of Hang Seng Business e-Banking or the Hang Seng Business e-Banking Services. Such

instructions and requests shall be given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.

- 15.2 We shall be entitled to refuse to act on any written instruction or request which is sent by facsimile transmission or other electronic communication in accordance with Clause 15.1 above. We agree however to use reasonable endeavours to inform you if we refuse to so act.
- 15.3 Where any written instruction or request referred to in Clause 15.1 above is sent by facsimile transmission or other electronic communication, you hereby request and authorise us from time to time without further authority or notice from you to act upon such instruction or request. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and you agree to keep us fully indemnified against any claims or demands arising therefrom.
- 15.4 We shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to Clause 14 above and this Clause 15.

16 ELECTRONIC ADVERTISING

From time to time we may advertise our own products or services and those of other companies in the HSBC Group and also those of other parties on our Internet website(s) (including the hsbc.com Site) through which you access the Hang Seng Business e-Banking Services. If, in relation to other agreements between you and us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these electronic advertisements and consent to receiving them when accessing our Internet website(s) and/or the Hang Seng Business e-Banking Services.

17 ENCRYPTION AND VIRUSES

- 17.1 You should be aware that we use a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside the Hong Kong SAR. It is your responsibility to ensure that, if outside the Hong Kong SAR, your ability to use Hang Seng Business e-Banking is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use Hang Seng Business e-Banking in these jurisdictions.
- 17.2 Hang Seng Business e-Banking is accessed through the Internet which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device which you use to access Hang Seng Business e-Banking is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components.

- 17.3 Due to the nature of Hang Seng Business e-Banking, we will not be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused by you using Hang Seng Business e-Banking unless such loss or damage is directly and solely caused by our negligence or deliberate default.

18 TERMINATION

- 18.1 Either party may terminate this Agreement on not less than 30 days' notice to the other party.
- 18.2 Either party may also terminate this Agreement with immediate effect by notice to the other, if the other party commits a material breach of this Agreement or becomes insolvent under the laws of any applicable jurisdiction.
- 18.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 12 and 20) which is intended to apply after termination.
- 18.4 Upon termination of this Agreement for any reason, the Digital Certificate licence referred in Clause 10.1 above terminates. Within 7 days of termination you or your Customer Delegates must remove all Digital Certificates held on the memory of your and/or the Customer Delegate's computers or otherwise held by you and/or the Customer Delegates. You must ensure that neither you nor any Customer Delegates, employees, agents or representatives do anything on or after termination of this Agreement which will result in the security of Hang Seng Business e-Banking or the systems or security of any other Hang Seng Business e-Banking customers, being compromised.
- 18.5 Upon termination of this Agreement, all provisions of this Agreement which in order to give effect to their meaning need to survive termination of this Agreement, shall remain in full force and effect. Notwithstanding termination, each party shall continue to be bound by this Agreement to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

19 FORCE MAJEURE

Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

20 MISCELLANEOUS

- 20.1 This Agreement is the entire agreement between the parties concerning the use of Hang Seng Business e-Banking and the Hang Seng Business e-Banking Services. It supersedes all previous agreements, communications, representations and discussions between you and us relating to Hang Seng Business e-Banking and/or the Hang Seng Business e-Banking Services. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect of Hang Seng Business e-Banking and/or the Hang Seng Business e-Banking Services, except in the case of fraud. Any other agreements between us and you and/or terms and conditions and/or mandates relating to the conduct of your accounts shall remain unaffected but where there is any discrepancy, this Agreement shall prevail for the purposes of the Hang Seng Business e-Banking Services .
- 20.2 Communications delivered personally, sent by post, facsimile transmission, telex, through Hang Seng Business e-Banking or e-mail shall be deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by you to us, (where sent by post) 48 hours after posting if such address is in the Hong Kong Special Administrative Region ("HKSAR") and seven days after posting if such address is outside the HKSAR or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by you to us. Communications sent by you to us shall be treated as delivered to us on the day of actual receipt.
- 20.3 Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
- 20.4 The provision of the Hang Seng Business e-Banking Services in certain countries or territories may be subject to special supplementary terms. Where applicable, you confirm that you have received and read these terms and agree to be bound by them.
- 20.5 We both agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. You confirm that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under this Agreement in accordance with these laws, or will do so prior to any such transmission, processing or other handling. You agree that you will obtain such consent by getting all such employees and other persons to sign an appropriate consent in writing and, upon request, to provide to us copies of all such consents. You further agree to indemnify and hold the HSBC Group harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.

- 20.6 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 20.7 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings.
- 20.8 Copyright in the pages, screens, information (other than information about your accounts and financial affairs) and all material in their arrangement included in the Hang Seng Business e-Banking Services and in the hsbc.com Site (together the "Material") is owned by or licensed to us or the HSBC Group unless otherwise noted. You may imprint, copy, download, or temporarily store extracts from the Material for your own information or when you use the Hang Seng Business e-Banking Services. You may not alter or otherwise make any changes to any Material that you print or download including, without limitation, removing any identifying marks or legends from such Material. Any other use is prohibited unless you first request and obtain our written permission.
- HSBC is a trademark of 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.
- 20.9 Where tools and other facilities ("Tools") are provided to Customer Delegates in connection with the hsbc.com Site, such Tools will not be provided as part of the Hang Seng Business e-Banking Services but will be provided by the relevant member of the HSBC Group which is providing such Tools. The provision of the Tools will be subject to the terms and conditions, exclusions and disclaimers relevant to such Tools.
- 20.10 Nothing in this Agreement shall affect any right of set-off or combination which we have in relation to any accounts which you access Online.
- 20.11 Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Hang Seng Business e-Banking Services will be provided by us Online. Such advice or confirmation shall be deemed to have been received by you and, where applicable, the Customer Delegate immediately after transmission and it is the duty of you and, where applicable, the Customer Delegate to check such advice or confirmation. It is also the duty of you and, where applicable, the Customer Delegate to enquire with us if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.
- 20.12 Information relating to any account or transaction made available Online is for reference only. Our records of such account and transaction and any use of the Hang Seng Business e-Banking Services shall be conclusive unless and until the contrary is established.

20.13 We shall be entitled to effect any payment and to require you and, where applicable, the Customer Delegate to effect any payment in any currency as we may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by you to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you and the Customer Delegate.

21 LAW AND PROCEEDINGS

This Agreement is governed by and will be construed in accordance with the laws of Hong Kong SAR. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR in respect of any proceedings which may be initiated in connection with this Agreement.

22 GOVERNING VERSION

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.

SCHEDULE I

TERMS AND CONDITIONS FOR AUTOPAY SERVICES

We agree:

- i) to accept and act upon instructions from you by way of electronic files which have been prepared by you by way of on-line transmission via Hang Seng Business e-Banking Services:
 - (a) to process your payroll ; and/or
 - (b) to effect payments from your account(s) and/or to debit or arrange the debiting of accounts with amounts which you advise are due to your customer(s) and to transfer such amounts to account(s) of your customer(s) through the autoPay system (the "autoPay Service");
- ii) to provide you with such software programme (the "Software") including any revisions, supplements or replacements thereto to facilitate the submission of your input and/or other necessary information for the autoPay Service (collectively the "Information") to us; (collectively, "Services").

You hereby acknowledge, accept, agree and undertake as follows:

1. The Software, the programme contained therein and any rights relating thereto is and shall remain at all times the sole property of us and you shall:
 - 1.1 acquire no title or any rights whatsoever in relation to the Software except that you may use the Software as expressly provided herein;
 - 1.2 keep the Software safe in your custody and restrict access to those of your Customer Delegates who need to use it and shall comply with this paragraph 1;
 - 1.3 not allow the Software (or any part thereof) to be used without the permission of us for any purpose other than the preparation of Information or in any place other than the Hong Kong Special Administrative Region ("HKSAR");
 - 1.4 not allow the Software (or any part thereof) to be copied, reproduced, amended, modified, reverse assembled, reverse compiled or disclosed to any unauthorised person in any manner without our consent;
 - 1.5 use the Software only in accordance with any manuals or guides issued by us in relation to the Software and adopt up-dates, revisions, supplements and replacements as and when provided by us;
 - 1.6 return the Software (and any reproductions or copies thereof) to us unconditionally and immediately on our request;
 - 1.7 report any damage to or loss, theft or unauthorised access to or use of the Software (or any part thereof) to us immediately.

2. The autoPay Services is numerically based system and we shall be under no obligation to check that the name of any account holder/beneficiary (as provided in the Information) is identical to the name of any account holder according to its records and confirms that a transfer to or from (as the case may be) an account having the same number as that given in the Information shall constitute good and complete compliance by us with the Information.
3. You are solely responsible for the accuracy of any Information and we shall be under no obligation to check or verify the same.
4. You understand that in case of change of its details (eg correspondence address and/or recipient/addressees etc), you have to advise our Automatic Payments Centre separately.
5. You are responsible for ensuring the security of its own computing and communication equipment in accordance with good computer practice and we accept no responsibility or liability therefor.
6. You warrant and represent to us that any Information will be virus-free and accept that we shall have no responsibility or liability for any delay or inability to process the Information as a result of any virus.
7. We shall act on any Information on the value date specified but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by you by virtue of any delay in acting on any Information or for any inability to act as a result of any Information being unclear or incomplete or you having failed to submit the Information by the cut-off time specified by us from time to time. If the value date falls on a holiday, the next working day after the holiday will be treated as the value date.
8. We will act on any Information before opening of business on the value date specified in the Information. We are not obliged to but may act on any Information if, at that time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to us. We are not responsible or liable for any delay or refusal to act on any Information in such circumstances and you are liable for any resulting overdraft or amount owed to us as a result of our acting on any Information in such circumstances.

9. We shall not be obliged to accept any cancellation or variation of any Information after the value date specified or if it considers it has insufficient time to act.
10. You shall hold us harmless and indemnified against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with our accepting and acting upon the Information or with any breach by you of any term, representation or warranty herein or in any terms and conditions applicable to the services referred to in paragraph 11 below.
11. The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which you have entered into or will be entering into regarding the autoPay Service, the Software and/or, where applicable, our Hexagon services.
12. You hereby authorise us to debit your account with any charges in respect of the Services in accordance with the rates published by us from time to time.
13. We may terminate any of the Services at any time by 7 days prior notice in writing to you and that we may withdraw at any time any of the Services or the Software or part thereof. If the autoPay Service is not used for over one year, we may delete records on file without notice to you.
14. We may revise these terms and conditions at any time on 30 days prior notice to you (which may be given by display, advertisement or any other means as we shall think fit) and shall be binding on you if you continue to use the Services.

SCHEDULE II

TERMS AND CONDITIONS FOR REMITTANCE

1. We shall not be liable for any loss or damage due to omission or delay in sending any message relating to this transfer or in payment or in giving advice of payment; loss of items or any message or signals in transit or transmission or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, message, signals, letter, telegram or cable, or the actions of omission of our correspondents, sub-agent, other agency or any other party involved in The Clearing House Automated Transfer System (if applicable), or declared or undeclared war; censor-ship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device, or any act or event beyond our control.
2. All payment instructions should be checked carefully by you (remitter) in each case.
3. We may send any message relative to the transfer in explicit language, code, cipher or any form of electronic transmission signals and is not to be liable for errors, neglects, or defaults of any correspondents, sub-agent, or other agency.
4. You shall have no right to cancel, amend or revoke any application or any terms thereof without our written consent .
5. We are entitled to reimbursement from you for the expenses incurred by us, our correspondents and our agents.
6. We are entitled to receive and retain any benefit in whatever form from a party or parties through whom transaction(s) is/are effected in connection with any application.
7. For USD transfer, if the Beneficiary Bank is a registered Direct Participant of the USD clearing in HKSAR, the transfer will be effected by Clearing House Automated Transfer System (CHATS). Other transfers will be effected by telegraphic transfer.

SCHEDULE III

TERMS AND CONDITIONS FOR MANDATORY PROVIDENT FUND SERVICES

The Mandatory Provident Fund Services (“MPF Services”) provide you with an online Mandatory Provident Fund management function (including any revisions, supplements or replacements thereto) available from Hang Seng Business e-Banking to facilitate your preparation and submission of information (“Information”) to the administrator of Hang Seng Mandatory Provident Fund – SuperTrust or Hang Seng Mandatory Provident Fund – SuperTrust Plus (“MPF Administrator”) on the following terms and conditions:

1. The MPF Services only facilitate your preparation and submission of Information to the MPF Administrator. You are solely responsible for the accuracy of the Information and that we shall be under no obligation to check or verify the same.
2. Whilst the use of the MPF Services will facilitate your preparation and submission of Information in accordance with the Mandatory Provident Fund Schemes legislation (“MPF Legislation”):
 - (a) You remain at all times responsible for compliance with the MPF Legislation and by the provision of the MPF Services, we assume no responsibility therefor.
 - (b) Following changes to any MPF Legislation, we will use our best endeavours to revise the MPF Services in good time to enable you to comply with your obligations under the MPF Legislation but we will accept no responsibility or liability for the continued use by you of the MPF Services meanwhile or for any loss or damage suffered by you as a result of any delay in delivery of a revised MPF Services including any failure by you to comply with your obligations under the MPF Legislation.
 - (c) We assume no responsibility whatsoever in relation to any refusal by, or failure of, the MPF Administrator to accept or process for any reason the Information.
3. You are responsible for ensuring the security of your own computing and communication equipment in accordance with good computer practice and we accept no responsibility or liability therefor.
4. You warrant and represent to us that
 - (a) any Information will be virus-free and we shall have no responsibility or liability for any delay or inability to act on the Information as a result of any virus;
 - (b) you have obtained all necessary consents from your employees for any transfer or release of personal data to us for the provision of MPF Services to you.
5. We shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by you by virtue of any delay in acting on any Information or for any liability to act as a result of any Information being unclear or incomplete or you having failed to submit the Information by the cut-off time specified by the MPF Administrator.

6. We shall not accept any cancellation or variation of any Information after the specified cut-off time or if we consider we have insufficient time to act. You should contact the MPF Administrator directly on such cancellation or variation.
7. You shall hold us harmless and indemnified against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with our accepting and acting upon the Information or with any breach by you of any term, representation or warranty herein.
8. You authorise us to debit any of your accounts with any charges (if any) in respect of the MPF Services in accordance with the rates published by us from time to time. Fees may be collected from you in such manner and at such intervals as we may specify.
9. We may revise the terms and conditions and/or introduce additional terms and conditions in this Schedule at any time on giving 30 days prior notice to you or such shorter period (other than in the case of any variations to our charges for MPF Services) as is necessary for the effective operation of the MPF Services. Such variation(s) shall be binding on you if you continue to use the MPF Services on or after the effective date of variation.
10. These terms and conditions are without prejudice and in addition to the terms and conditions of Hang Seng Business e-Banking Services.
11. As the MPF Services only facilitate the preparation and submission of Information to the MPF Administrator, you should arrange directly with the MPF Administrator for the payment of contributions and notify the MPF Administrator other information that is not included in the MPF Services.

Hang Seng Bank Limited (the “Bank”)
Notice to Customers and Other Individuals relating to the Personal Data (Privacy)
Ordinance (the “Ordinance”)

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking services and banking facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or applicants)(collectively “data subjects”) to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
2. Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques or deposit money.
4. The purposes for which data relating to data subjects may be used are as follows:
 - (i) the daily operation of the services and credit facilities provided to data subjects;
 - (ii) conducting credit checks;
 - (iii) assisting other financial institutions to conduct credit checks and collect debts;
 - (iv) ensuring ongoing credit worthiness of data subjects;
 - (v) designing financial services or related products for data subjects’ use;
 - (vi) marketing financial services or related products;
 - (vii) determining the amount of indebtedness owed to or by data subjects;
 - (viii) the enforcement of data subjects’ obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects’ obligations;
 - (ix) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches;
 - (x) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xi) exchanging information with merchants accepting credit cards issued by the Bank and entities with whom the Bank provides affinity/co-branded /private label credit card services (each a “merchant” or an “affinity entity”); and
 - (xii) purposes relating thereto.
5. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 4:
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or

- securities clearing or other services to the Bank in connection with the operation of its business;
- (ii) any other person under a duty of confidentiality to the Bank including a group company of the Bank or a merchant or an affinity entity which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) credit reference agencies, and, in the event of default, debt collection agencies;
 - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches; and
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of data subjects.
6. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank; and
 - (iv) in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.
7. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:-
- Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central, Hong Kong
Telephone: (852)2198 4500
Fax: (852)2868 4042
9. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: 28 September 2002



恒生銀行
HANG SENG BANK

HANG SENG BUSINESS e-BANKING SERVICES

CUSTOMER GUIDE

Customer Guide

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1. Important Notes

About Hang Seng Business e-Banking

- Access your designated Hang Seng Bank Accounts up to 50 accounts (including Principal Account) for each Business e-Banking Portfolio.
- Allow inclusion of accounts of up to two Related Companies in the same portfolio.
- Pre-set limits for online fund transfers . (The ceiling is defined by the Bank. Company may specify any amount \leq the ceiling.)

Services	Maximum Portfolio Daily Limits (HKD)
Fund Transfer between your Designated Hang Seng Accounts	10,000,000
Fund Transfer to Other Accounts in Hang Seng Bank, other local and overseas banks Plus Autopay	2,000,000
Bill Payment	1,000,000

- Company can nominate up to 2 Primary Users to singly or jointly exercise the following Management Control functions online:
 - view and reduce the Maximum Portfolio Daily Limits;
 - view and amend profiles of Primary User(s)
 - view, set up, amend and delete profiles of Secondary User(s)
 - view the Designated Accounts
 - view and amend the mode of operation (ie authorisation matrix) of the Designated Accounts, including Import/Export Trade Account (sole authorisation for on-line transaction is the default setting);
 - apply the Management Control settings to the Designated Accounts or Related Companies (if any)
- The sum of Secondary Users' Daily Limits of a Business e-Banking Portfolio may be greater than the User Daily Limits of Primary User(s). However, the daily aggregate limit of the Primary User(s) and of all Secondary User(s) cannot exceed the Maximum Portfolio Daily Limits.
- **For Bill Payment, Autopay and Direct Debit Authorisation, the Primary User(s) and/or the Secondary User(s), if applicable, may make transfers to non-designated accounts. All other fund transfers can be made only to designated beneficiaries' accounts.**
- Only Primary User(s) can set up a Direct Debit Authorisation. He/She/They can choose to/not to specify the payment limit while setting up a Direct Debit Authorisation.

- Limits will not be deducted for transfers within Integrated Accounts or Multi-currency Savings Accounts.
- Primary User(s) can assign any Secondary User to become a Management Control Administrator (MCA) to prepare but not authorise Management Control settings, including the maintenance of Portfolio Daily Limits, Authorisation Settings and User Profile.
- Company may request report of active users.
- Company will automatically be entitled to “Facility Details enquiry by Designated Accounts only” if “Facility Details enquiry by group / company” has been selected in the Application Form.

2. Changing the setting of Business e-Banking

Please refer to the following table for making changes to Business e-Banking Services:

Changes to be made	Means of Maintenance		
	Made by Primary User online	Using Hang Seng Business e-Banking User Profile Rebuild/Service Re-activation Form ⁽¹⁾	Using Hang Seng Business e-Banking Amendment/ Termination Form (with Resolutions) ⁽¹⁾
Changes on Company Portfolio			
▪ Reduce Maximum Portfolio Daily Limits	✓		
▪ Add/Amend/Delete accessible accounts and account alias			✓
▪ Amend Accounts Designation Method			✓
▪ Add/Amend/Delete Autopay account and description			✓
▪ Add/Delete beneficiary accounts			✓
▪ Termination of Business e-Banking services			✓
▪ Add/Amend/Delete services and accounts of the Portfolio			✓
▪ Increase Portfolio Daily Limits			✓
▪ Amend the Management Control settings			✓
▪ Add/Amend/Delete Related Company(ies) to Portfolio			✓ ⁽²⁾

▪ Activate Dual Authorisation in Business e-Banking	✓		
Changes on User Profile			
▪ Add/Amend/Delete services, accounts and User Daily Limits of Secondary User	✓		
▪ Delete accounts and services of Primary User	✓		
▪ Reduce User Daily Limits of Primary User	✓		
▪ Increase User Daily Limits of Primary User			✓
▪ Rebuild Primary User's user profile because of loss of hsbc.com Username		✓	
▪ Reactivate Business e-Banking services of Primary or Secondary Users because of hsbc.com Password reset or loss of digital certificate		✓	
▪ Regenerate Business e-Banking Alpha PIN and Numeric PIN for Primary or Secondary User		✓	
▪ Replace/Suspend/Reactivate Primary User's accessibility to Business e-Banking			✓

Note: (1) To obtain the Form, please click the "Enquiry Desk" button in any Business e-Banking web page and choose "Download Form", or call our Customer Service Representatives on 2998 9788 for assistance.

(2). A Letter of Authority will be required from the Related Company for adding/deleting the designated account(s) or amending the arrangement with the Bank for using the Services. To obtain the required documents, please click the "Enquiry Desk" button in any Business e-Banking web page and choose "Download Form", or call our Customer Service Representatives on 2998 9788 for assistance.

3. Security Tips

In Business e-Banking, your information is highly protected through various measures offered by the system, including:

- Username and Password
- Digital Certificate
- 128-bit Secure Socket Layer (SSL) encryption
- Automatic Logoff

3.1 Username and Password

Follow these tips when creating your own Username and Password

- Select a Username/Password that cannot be easily guessed by anyone else. It is not advisable to use anything personal, such as birthdays, names, phone numbers or other familiar words. We suggest your Username and Password should be totally different.
- Create a Username/Password with a combination of letters and numbers, use upper and lower case.
- Memorise your Username/Password. Never write it down or reveal it to anyone. If you cannot memorise the Username/Password, you should disguise it and keep it in a safe place. (You will be asked for your Username only when you call our Customer Service Representatives to revoke your digital certificate or to reset your Password.)
- The AutoComplete function on your browser which saves previous entries you have made for Web addresses, forms and passwords should be disabled to enhance data security. (For Internet Explorer browser only) When you type information in one of these fields, AutoComplete suggests possible matches. These matches can include folder and programme names you type in the address bar, search queries, stock quotes or information for just about any field you fill in on a Web page. While you log on to the Business e-Banking services, it will automatically prompt your Username which you have used in the system. For security protection, the AutoComplete function of your browser should be disabled to avoid the automatic completion of your Username when you start to type the Username.

To turn off the AutoComplete function,

1. Click the "Tools" menu
 2. Select "Internet Options"
 3. Click the "Content" tab
 4. Press the "AutoComplete" button
 5. Disable "User names and passwords on forms"
- In handling your Password, you should:
 - Remember that NO ONE at Hang Seng Bank will ever ask you for your Password
 - Change your Password on a regular basis – e.g. every 30 days (For details, please refer to the section 5 of the User Guide)

3.2 Digital Certificate

A good way to protect your digital certificate

Your digital certificate is stored on your computer's hard disk. To avoid unauthorised access to your digital certificate, you can set Password using your browser's specific features. Just follow the following steps to set your Password. Please be reminded to keep your Password confidential.

For Internet Explorer

1. Insert a blank and formatted floppy disk and launch Internet Explorer
2. Click "Tools" from the Menu, then select "Internet Options"
3. Select the "Content" tabs
4. Select the "Certificates" button
5. Select the name of the digital certificate you wish to be protected and click the "Export" button
6. From the 'Certificate manager export wizard' screen, click "Next"
7. Ensure the "Yes, export the private key" option is selected before clicking "Next"
8. Ensure the "Enable strong protection" is selected before clicking "Next"
9. Choose a password and enter this into both fields then click "Next" (Please note that the password is case sensitive)
10. Click "browse" and choose "3.5 Floppy (A:)" from the pull down menu
11. Enter a file name for the digital certificate to be exported and click "Save" (You may name the file at your own choice, provided that it does not contain a full stop. Please remember the file name that you have entered. For ease of reference, you are advised to name the file as certxxxx where xxxx is a four-digit number, for example cert1234 or cert 4567)
12. The file name you entered will be shown in the 'Export file name' screen
13. Click "Next"
14. On the next screen, select "Finish"
15. In the pop up window, click "OK"
16. Select the name of the digital certificate you have just exported and click the "Remove" button
17. Click "Yes" to confirm
18. Click the "Import" button
19. Click "Next"
20. Insert the floppy disk with the file of the digital certificate you have just exported and click "Browse"
21. Select the file of the digital certificate saved in the floppy disk and click "Open"
22. Click "Next"
23. Enter the password which you have chosen for protecting the digital certificate
24. Ensure that the "Enable strong private key protection" option is selected before selecting "Next"
25. Select "Automatically select the certificate store based on the type of certificate" then click "Next"
26. Click "Finish"
27. Click the "Set security level" button
28. Select "High" as the security level and click "Next"
29. Select "Create a new password for this item" and enter your name in the "Password for" field then enter your password in both the "Password" and "Confirm" fields (You may choose a new password which is different from the one you used previously. Ensure that you memorise this password as you will be asked to enter this password every time you access to Business e-Banking Services in the future) Click "Finish"

30. Re-enter the password you have just entered (Ensure that the “Remember password” box is NOT ticked) and click “OK”. From the pop up box, click “OK” to finish the whole process

(Note: Please reformat your floppy disk which contain details of your digital certificate immediately after you have completed the above procedures.)

For Netscape

1. Launch Netscape
2. Click “Communicator” from the menu, then select “Tools”
3. Select “Security Info”
4. From the ‘Security Info’ window, select “Passwords”
5. Set the way you would like the password would be asked in the future and click “Change Password”
6. Enter the passwords in the field and click “OK”
7. Click “OK” to close the ‘Passwords’ screen to complete the whole process

(Note: If you forget this password, you will not only lose access to the digital certificate you have downloaded for accessing Hang Seng Business e-Banking but also other digital certificates reside in your Netscape browser. You will, therefore, need to send request to each Digital Certificate Issuer for a new digital certificate.)

Handling of more than one certificate in a computer

You can save more than one certificate in the same browser of your PC. The maximum number of certificate in a single PC will depend very much on the capacity of your browser. Please be reminded that sharing of PC will in turn increase your security risks, for it is difficult to ensure that there is no installation of malicious program and others may attempt to logon with your certificate in your computer.

3.3 128-bit Secure Socket Layer (SSL) encryption

This is a powerful secure standard widely used in data communication in the Internet. It allows you to send and receive information to/from the Bank on the Internet in an encrypted manner, so that others will not be able to read the data you are sending or receiving during data transmission.

To access to Hang Seng Business e-Banking, you will need a browser that can support 128-bit SSL encryption. To ensure that if 128-bit encryption is being used in your browser, please take the following steps:

For Microsoft Internet Explorer

- Move your mouse over the “secure lock icon” at the lower right hand corner. A tool-tip of “SSL secured (128-bit)” should pop up or
- Select the “Help” menu and click “About Internet Explorer”. The “Cipher Strength” should show “128-bit”.

For Netscape

- Press “Security” in the toolbar or the “secure lock icon”. Then a “Security Info” window will be displayed and click “Open page info” or
- Right-click any text on a page (not on a graphic object) and select “View info”.
- If it is 128-bit encrypted, a sentence “This is a secure document that uses a high grade encryption key for U.S. domestic use only (RC4, 128 bit)” will be shown on the “Security” field. Please upgrade your browser if it does not support 128-bit SSL encryption.

3.4 Automatic Logoff

If a banking session done through Business e-Banking is inactive for a certain period, it will be terminated automatically. Moreover, you are advised not to leave the e-Banking devices unattended if the banking session is still open to prevent unauthorised access.

3.5 Other Security Tips

- Implement adequate physical security control over your PCs.
- Ensure you do not have other browser sessions open; do not visit other websites while you have an Internet banking session open. This can help to ensure your company financial information is protected and blocked from unauthorised access via another website.
- Always download and apply new security updates and patches to your PC/browser. They are designed to provide you with protection from known possible security problems.
- Install virus detection software on your computer. This needs to be updated regularly to ensure that you have the latest protection.
- To prevent viruses or other unwanted problems, do not open attachments from unknown or untrustworthy sources and do not install pirated software or software from unknown sources
- You may also install a personal firewall on your computer to help prevent unauthorised access and update the firewall regularly to ensure you are covered with the latest protection. Please refer to your PC or software vendor to identify a firewall that best suits your PC environment.
- Beware of keystroke loggers (i.e. hardware or software installed in your PC without your knowledge to record all keystroke entered), hacker tools and other computer crime risks.
- Know everyone who uses your computer and prevent unauthorised access.
- Always disconnect from the Internet when you have finished to avoid leaving your computer online unattended.
- Never write down your Internet banking details in a format that can be recognized by others. If you store any personal information in an electronic device, please ensure that there will be reasonable care and protection so that you are the only authorized person who can access the stored information.
- Do not use Internet access of public place (i.e. cyber café) to conduct any banking transactions as it is difficult to ensure such PCs are free of hacker programs (someone might be able to access your personal/account information).

- Verify that the Internet address is the genuine HSBC Group's website by double clicking the "lock" icon at the bottom bar screen to check the security certificate of HSBC Group.
- To prevent unauthorised access, please be reminded to logoff the Personal Page and close the hsbc.com window to completely leave Hang Seng Business e-Banking.
- Review your accounts regularly and always keep good records of your company finances. If you suspect any unusual account activity or last logon time-stamp, please contact our Customer Service Representatives on 2998 9788.

4. Data Protection

While enjoying the convenience of Hang Seng Business e-Banking Services, you are required to pay particular attention to the terms and conditions.

One of your responsibilities is to ensure that anybody whose personal or other data is stored, transmitted, processed or otherwise handled has given their consent to this, or will do so before such data is stored or used in any way. The way to obtain their permission is to ask each relevant person to sign an appropriate consent in writing. By signing the Business e-Banking application form you agree that you will undertake to obtain such consent from each person before their data is stored or used as described above, and will provide us with copies of all such consents upon request.

Please see the full terms and conditions for further clarification.

For enquiries, please contact our Customer Services Representatives on 2998 9788 for assistance.