

## Terms and Conditions for Hang Seng e-Statement/e-Advice Service

### 1. Definitions

In these Terms and Conditions, references to:

**"Account"** means any bank account (including without limitation any deposit account, loan account, card account, securities account, investment funds account, gold account and any account offered by the Bank, and whether as a sub-account under an integrated account or a standalone account) held in the name of the Customer with the Bank and "Accounts" means all of them;

**"Advice"** means any advice, report, confirmation, contract note, record, receipt, acknowledgement, message, notice, information and/or other communication in connection with or in relation to one or more Account(s) or of the products and services offered by the Bank, as from time to time issued or provided by the Bank, excluding a Statement;

**"Bank"** means Hang Seng Bank Limited;

**"Customer"** means the person or, as the case may be, each person in whose name one or more Account(s) is(are) opened and includes any personal representative or lawful successor of such person and where the context permits, includes any person(s) authorised by the Customer to give instructions to the Bank, as notified to the Bank from time to time;

**"Designated Electronic Mail Address"** means the electronic mail address, as notified by the Customer to the Bank in the prescribed method from time to time, to which e-Advices, e-Statements or alert messages may be sent by the Bank to the Customer;

**"e-Advice"** means any Advice from time to time issued or provided by the Bank in the form of an Electronic Record under the Service;

**"e-Statement"** means any Statement from time to time issued or provided by the Bank in the form of an Electronic Record under the Service;

**"Electronic Record"** means a record generated in digital form by an information system, which can be (a) transmitted within an information system or from one information system to another; and (b) stored in and retrieved from an information system or other medium;

**"Hang Seng Personal e-Banking"** means the e-Banking services and facility provided by the Bank (subject to the relevant terms and conditions) from time to time through any internet site established, operated and/or maintained by or on behalf of the Bank to enable Customers to give instructions to and communicate with the Bank on-line for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the HSBC Group;

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;

**"Service"** means the service of making available to the Customer such e-Advices and e-Statements as may from time to time be prescribed by the Bank (in its absolute discretion) in connection with or in relation to one or more Account(s) or of the products and services offered by the Bank, and any other related or ancillary services;

**"Statement"** means any account statement, record, confirmation, report in connection with or in relation to one or more Account(s) or of the products and services offered by the Bank, as from time to time issued or provided by the Bank;

**"Telecommunications Equipment"** means laptop computers, desktop PCs, pocket PCs, mobile phones and any other electronic media and/or equipment used to receive the Service.

### 2. Terms of Use

(a) The following are the terms and conditions for use of the Service ("Terms and Conditions") and are in addition to and supplement but do not replace the terms and conditions for any Account, the use of Hang Seng Personal e-Banking and other products and services offered by the Bank, which shall continue to apply unless otherwise provided. The Customer is advised to re-read such terms and conditions in conjunction with the Terms and Conditions herein before continuing the application for the Service and/or using the Service. By making an application for and/or using the Service, the Customer indicates the Customer's understanding and acceptance of these Terms and Conditions and shall be deemed to be bound by these Terms and Conditions.

(b) The Customer acknowledges and agrees that the provision and use of the Service shall also be subject to any applicable laws, rules, regulations, orders, directions, guidelines, codes, notices or restrictions (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body from time to time.

(c) If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to the Customer's use of the Service) override those other terms and conditions to the extent there is a contradiction.

### 3. Customer's Acceptance and Authorization

(a) Subject to the Terms and Conditions herein, the Customer requests and authorizes the Bank to provide the Service and agrees and consents to the Bank providing and making available to the Customer Advices and Statements in the manner described in paragraph 5(b) below.

(b) In consideration of the Bank's agreement to provide the Service to the Customer, the Customer accepts and agrees to be bound by the Terms and Conditions herein.

(c) The application for the use or termination of the Service from the Customer to the Bank shall be given in such form/manner, by such means and subject to such additional terms as may from time to time be prescribed by the Bank.

(d) The Customer acknowledges and agrees that the Bank may at its absolute discretion not accept the Customer's application for the Service and the Bank is not obligated to provide a reason to the Customer for such non-acceptance.

### 4. Customer's Information

(a) The Customer agrees and acknowledges that the Customer's personal data and all other details/information relating to the Customer's transactions or dealings with the Bank will be used in connection with the provision of the Service to the Customer. The Customer authorizes the Bank to use, store, disclose, transfer (whether within or outside Hong Kong) obtain and/or exchange such personal data and other details and information to, from or with such persons as the Bank may consider necessary (including the members of the HSBC Group or any third party service provider) for any purposes the Bank deems appropriate.

(b) The Customer warrants that all particulars given to the Bank are to the best of the Customer's knowledge correct, accurate and up-to-date.

### 5. Scope of the Service

(a) The Bank will from time to time determine or specify the scope and features of the Service and is entitled to modify, expand or reduce the same at any time with or without notice to the Customer. In particular, the Bank may from time to time determine, add to or delete from the Service the types of Advices and Statements which will be offered as e-Advices or e-Statements, and the manner in which any e-Advice or e-Statement will be provided.

(b) The Service may be provided by the Bank in the following manner:

i. by electronic mail transmission to the Customer's Designated Electronic Mail Address, whereby the e-Advice or e-Statement is attached or a hyperlink is available through which the Customer can visit the Bank's website to access, view and download the e-Advice or e-Statement; and/or

ii. via Hang Seng Personal e-Banking, whereby the Customer can access, view and download the e-Advices and e-Statements; and/or

iii. in any other manner as the Bank considers appropriate.

The Bank shall, in its absolute discretion, determine in which manner the e-Advice or e-Statement in relation to certain Accounts or products and services may be provided.

(c) The Customer and any other persons accessing the e-Advices or e-Statements should not regard any information or communication contained therein as an offer or solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions.

(d) If the Bank gives notice of a change to the Service, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including without limitation, posting on Hang Seng Personal e-Banking or the Bank's website or electronic communications such as electronic mail.

(e) Once the Customer has requested and authorized, and the Bank has indicated its agreement to provide the Service to the Customer, (i) Advices and Statements of the Account(s) or of the products and services offered by the Bank which are available as e-Advices and e-Statements will be sent by the Bank to the Customer in the form of e-Advices and e-Statements pursuant to these Terms and Conditions and will no longer be sent by post in hard copy form; and (ii) the Bank may, without further notice and unless otherwise specified, include within the Service all new Accounts that the Customer opens with the Bank and other products and services that the Bank provides or used by the Customer from time to time, unless and until suspension or termination of the Service or any part thereof by the Customer or the Bank in accordance with these Terms and Conditions. The Customer may give any specific instructions to the Bank (to the extent and in the manner as may from time to time be prescribed by the Bank) to exclude any Account or product and service from the Service.

(f) In the case where e-Advice or e-Statement is provided via Hang Seng Personal e-Banking, the Bank may, in its own discretion, send an alert message to the Customer's Designated Electronic Mail Address or to the Customer's mobile phone number maintained in the Bank's record to notify the Customer when the e-Advice or e-Statement is available to the Customer at Hang Seng Personal e-Banking. Such alert message, if sent by the Bank, will only be sent once. It is the sole responsibility of the Customer to check the Customer's Designated Electronic Mail Address or mobile phone regularly for such alert message.

### 6. Application for and Operation of the Service

(a) To enable the Customer to use the Service, the Customer has to have internet service provided by an internet service provider and appropriate Telecommunications Equipment and computer software capable of receiving and reading the e-Advices, e-Statements and, if applicable, alert messages. It is the sole responsibility of the Customer to maintain the aforesaid and to bear all fees, charges and expenses in securing such services and facilities to receive the Service.

(b) The Customer shall be responsible for providing to the Bank any personal data the Bank may reasonably request for the purposes of providing the Service to the Customer and a valid and updated Designated Electronic Mail Address by which the Bank may send e-Advices, e-Statements or alert messages to the Customer. The Customer shall also maintain and provide a valid and updated mobile phone number to which alert messages (if any) can be sent by the Bank. The Customer undertakes to immediately notify the Bank (in the method as may from time to time be prescribed by the Bank) of any changes to such Designated Electronic Mail Address, mobile phone number or other personal data provided to the Bank.

(c) The Customer's failure to perform the acts in sub-clauses (a) and (b) above may result in the Bank's inability to provide the Service to the Customer.

(d) The Bank reserves the right to restrict the number of Designated Electronic Mail Addresses and mobile phone numbers which may be registered by the Customer for receiving the Service from time to time. Different restrictions may apply to different type of customers.

(e) In respect of certain e-Advices and e-Statements to be sent to the Customer's Designated Electronic Mail Address, the Customer may be requested to create a user name and password when the Customer applies for the Service.

(f) The Customer agrees to examine all the e-Advices and e-Statements in a timely manner, and advise the Bank immediately of any errors, discrepancies, unauthorized transactions or entries arising from whatever cause, including without limitation, forgery, fraud, lack of authority or negligence of the Customer or any other person (the "Errors").

(g) The Customer agrees that the e-Advices and e-Statements shall, as between the Bank and the Customer, be conclusive evidence as to the information and details shown therein and that the e-Advices and e-Statements shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer has notified the Bank in writing of any such Errors within such period as may be specified by the Bank from time to time for any specific type of e-Advices or e-Statements.

(h) It is the Customer's responsibility to frequently and periodically check the Customer's email at the Designated Electronic Mail Address and/or the Customer's Hang Seng Personal e-Banking account for e-Advices and e-Statements. Clause 6(g) above shall apply regardless of whether or not the Customer have opened and read or accessed the e-Advices and e-Statements.

(i) The Customer shall notify the Bank immediately upon the disconnection or suspension of the Customer's Telecommunication Equipment or services.

(j) The Customer acknowledges and agrees that any Advice or Statement that the Bank sends to the Customer in the form of e-Advice or e-Statement via the Service shall be deemed to be provided by the Bank to, and duly served on and received by, the Customer (1) in the case where it is sent by electronic mail transmission to the Customer's Designated Electronic Mail Address, at the time when the e-Advice or e-Statement is sent from the server of either the Bank, the members of the HSBC Group or the Bank's service provider, as the case may be; or (2) in the case where it is made available to the Customer via Hang Seng Personal e-Banking, at the time when the e-Advice or e-Statement is placed and accessible via Hang Seng Personal e-Banking, in both cases, regardless of whether such e-Advice or e-Statement is accepted by an information system outside the control of the Bank or whether such e-Advice or e-Statement comes to the knowledge of the Customer and any duties and obligations of the Bank (under the applicable law, regulatory requirements or otherwise) to provide the same to the Customer shall be fully discharged. The Customer acknowledges and agrees that it is the sole responsibility of the Customer to ensure that the Customer's Designated Electronic Mail Address is valid and suitable for receiving the e-Advices and e-Statements and in particular, the Customer should be aware of the available email storage space and the email size limit thereof; and that the Customer is able to use and access Hang Seng Personal e-Banking (if applicable).

(k) Where any e-Advice or e-Statement is sent to the Customer's Designated Electronic Mail Address, the Bank will only send it once. If the Customer deletes any e-Advice or e-Statement which the Bank has sent to the Customer or if the e-Advice or e-Statement cannot be accessed or is lost due to reason beyond the Bank's control (including without limitation, any computer, telecommunication, electrical or network failure), such Advice or Statement cannot be sent again via the Service. Where any e-Advice or e-Statement is made available on the Bank's website or Hang Seng Personal e-Banking, the Bank will only make available the e-Advices and e-Statements for 1 month and 12 months respectively (or such other period as the Bank may consider appropriate) and thereafter, they will be deleted and removed from the Bank's website and Hang Seng Personal e-Banking system. It is the Customer's duty to examine the e-Advices and e-Statements promptly and download and save an electronic copy in the Customer's own computer storage or print a hard copy of the e-Advices and e-Statements for future reference before they are deleted from the Bank's website and Hang Seng Personal e-Banking system. However, subject to any charges the Bank may impose, the Customer may request that the Bank re-send to the Customer the e-Advice or e-Statement in hard copy form by post. For the avoidance of doubt, in relation to any requests the Bank receives from the Customer to re-send any Advice or Statement, the Bank shall only re-send such Advice or Statement in hard copy form by post and not in the form of e-Advice or e-Statement.

(l) Where the Service utilizes proprietary software of the Bank or other member of the HSBC Group, the Customer is granted a non-exclusive license to use this software solely for the purposes of the Service or such other purposes as the Bank shall permit. The Customer agrees not to disassemble, copy, modify or reverse engineer any such software or permit anyone else to do so.

### 7. Suspension or Termination of the Service

(a) The Bank may, at its absolute discretion, without notice to the Customer suspend or terminate the Service or any part thereof to the Customer for any reason including without limitation invalid data, relevant Account closure, system breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(ies) concerned in relation to their network or by any service provider in respect of the Service or if the Bank suspects that the e-Advices and e-Statements have not been received by the Customer or are being accessed by unauthorized person.

(b) The Bank will not assume any liabilities or responsibilities for any such suspension or termination.

(c) The Customer may terminate the use of the Service by giving instructions to the Bank in accordance with Clause 3(c).

(d) Upon suspension or termination of the Service, the Bank will revert back to sending the Customer's Advices and Statements to the Customer by post in hard copy form to the Customer's designated mailing address or any other method as agreed between the Customer and the Bank or as permissible under applicable laws, rules and regulations.

(e) Any termination or suspension of the Service is without prejudice to and shall not affect the liabilities and rights which have accrued between the Bank and the Customer prior to the date of suspension or termination.

### 8. Fees and Charges

(a) The Customer shall bear, and authorizes the Bank to debit from the Customer's nominated Account, any fees, charges or expenses which the Bank may impose for re-sending any Advice or Statements as requested by the Customer or imposed by the Bank's service provider and /or any telecommunications company providing or serving its Telecommunications Equipment in connection with the Service.

(b) The Customer will ensure that there are sufficient funds/ credit in the Customer's nominated Account to cover accrued charges.

### 9. Electronic Mail and System Security

(a) The Customer must keep any password and security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of the Customer's password or security details and ensure that unauthorized or fraudulent access to the Service is prevented.

(b) The Customer should change the Customer's password regularly to prevent unauthorized or fraudulent access to the Service.

(c) The Customer should never respond to a request purportedly from the Bank via the Service to provide the Customer's account or security details by electronic mail as the Bank will never make such a request.

(d) The Customer should never provide the Customer's account or personal information on screen following a website hyperlink from an e-Advice or e-Statement or any email sent by the Bank to the Customer pursuant to these Terms and Conditions. All website hyperlinks authorized by the Bank will be for information only and will not require the inputting of the Customer's account or personal information.

(e) The Customer must inform the Bank as soon as possible if any email, access to the Customer's Hang Seng Personal e-Banking account, e-Advices, e-Statements, or website hyperlink appears to be irregular, or if the Customer suspects that someone knows the Customer's user name and password or may have unauthorized access to the Customer's email or Hang Seng Personal e-Banking account.

(f) e-Advices and e-Statements sent by the Bank are one-way and the Customer should never reply to any e-Advice or e-Statement. The Bank shall be under no duty or responsibility to make any response, to take or not to take any actions whatsoever in relation thereto.

(g) In relation to the new user name and password chosen by the Customer, the Customer should avoid choosing a user name and password which are easy to guess.

(h) The Customer shall refer to the security advice provided by the Bank from time to time and observe in a timely manner the relevant security measures in respect of internet security as specified by the Bank on-line or otherwise from time to time.

### 10. Liability

(a) If the Bank can show that the e-Advice and e-Statement have been sent to the Customer's Designated Electronic Mail Address from the server of the Bank, the HSBC Group or the Bank's service provider, or have been otherwise provided by the Bank, the Bank will have no liability to the Customer if the Customer suffers loss due to the e-Advice and e-Statement not being received properly or at all.

(b) The Bank will not be liable for any disclosure of confidential information where the Customer has not complied with the provisions of Clause 9 (Electronic Mail and System Security).

(c) Neither the Bank, any of the Bank's affiliates, nor any of the telecommunications companies which may be designated by the Bank for the purposes of providing the Service will assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error or failure in such information unless this results from negligence or wilful default on the part of the Bank, any of the Bank's affiliates, or such telecommunications companies. In particular, neither the Bank, any of the Bank's affiliates, nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond the reasonable control of the Bank, any of the Bank's affiliates, or such telecommunications company including without limitation failure of the Customer's Telecommunications Equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or accuracy of equipment or installation.

(d) Due to the nature of the Service, the Bank will not be responsible for any loss or damage caused to the Customer's data, software, computer, Telecommunications Equipment or other equipment unless such loss or damage is directly and solely caused by the Bank's negligence or wilful default.

(e) The third parties (including without limitation, telecommunications companies, system operators and internet service providers) supporting the Service are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship with the Bank. The Bank is not and will not be responsible whatsoever for any losses or damages caused by such third parties.

(f) The Customer hereby undertakes to ratify and confirm all things and matters done by the Bank, its nominee, their respective officers and employees pursuant to or in connection with the provision of the Service to the Customer and agrees to indemnify the Bank, its nominee, their respective officers and employees against all or any losses, liabilities, charges, expenses and penalties of any kind which may be incurred or suffered by any of them in connection with or as a result of the provision of Service to the Customer unless directly and solely caused by or due to the negligence or wilful default of any of them and then only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom.

### 11. Amendments

The Bank reserves the right to revise, amend or modify these Terms and Conditions from time to time upon notice to the Customer using such means of notification as it shall deem appropriate. Use of the Service after the date upon which any changes to these Terms and Conditions are to take effect will constitute acceptance by the Customer of such changes. If the Customer does not accept any proposed changes, the Customer must cancel or terminate the Service prior to the date upon which such changes are to take effect.

### 12. Waiver

(a) A waiver by the Bank of any provision of these Terms and Conditions will not be effective unless given in writing and only to the extent that it is expressly stated to be given.

(b) A failure, delay or indulgence by the Bank in exercising any of its right or remedy will not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy by the Bank does not preclude any further exercise of that power or right or any other power or right.

(c) The Bank's rights and remedies under these Terms and Conditions are cumulative and do not exclude other rights and remedies provided by law.

### 13. Governing Law and Jurisdiction

The Service and these Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong. The Customer and the Bank agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

### 14. Severability

If any part of these Terms and Conditions is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair or affect the legality, validity or enforceability of the remaining parts of these Terms and Conditions.

### 15. Governing Version

The English version of these Terms and Conditions shall prevail if there is a difference between the English version and the Chinese version.



恒生銀行  
HANG SENG BANK



## 恒生e-Statement/e-Advice服務章則

### 1. 釋義

於「本章則」內：

“**戶口**”指以「客戶」名義於「本行」開立之任何銀行戶口（包括但不限於任何存款戶口、貸款戶口、卡戶口、證券戶口、投資基金戶口、黃金戶口及任何由本行提供之戶口，亦不論是綜合戶口內之附屬戶口或獨立之戶口），而“**客戶**”指所有該等戶口；

“**通知書**”指不時由「本行」發出或提供並與一個或多個「戶口」或與「本行」提供之產品及服務有關之通知、報告、確認書、買賣合約、紀錄、收據、認收通知、訊息、公告、資訊及/或其他通訊，但不包括「結單」；

“**本行**”指恒生銀行有限公司；

“**客戶**”指以其姓名開立一個或多個「戶口」之人士或（視情況而定）每名人士，並包括該等人士之遺產代理人或合法繼承人，倘文義允許，亦包括任何由「客戶」不時通知「本行」並獲「客戶」授權可以向「本行」發出指示之人士；

“**指定電郵地址**”指「客戶」不時以指定形式通知「本行」之電郵地址，以便「本行」向「客戶」發出「電子通知書」、「電子結單」或提示訊息；

“**e-Advice**”指「本行」根據「服務」而不時以「電子紀錄」形式發出或提供之任何「通知書」；

“**e-Statement**”指「本行」根據「服務」而不時以「電子紀錄」形式發出或提供之任何「結單」；

“**電子紀錄**”指由一資訊系統產生之數碼化紀錄，並可(a)於一個資訊系統內傳送或由一個資訊系統傳送至另一個資訊系統；及(b)於一個資訊系統或其他媒介內儲存及取回；

“**恒生個人e-Banking**”指「本行」（根據有關章則）不時透過任何由「本行」或代表「本行」建立、運作及/或維持之互聯網提供之網上銀行服務及設施，供「客戶」於網上向「本行」發出指示及與「本行」聯絡，以便進行銀行、投資、財務及其他不同性質之交易及買賣，以及獲取「本行」及/或滙豐集團成員提供之服務、產品、資訊、貨物、利益及優惠；

“**香港**”指中華人民共和國香港特別行政區；

“**服務**”指該等不時以「本行」指定形式（可由「本行」全權決定）提供予「客戶」而與一個或多個「戶口」或與「本行」提供之產品及服務，及任何其他相關或附帶服務有關之e-Advice及e-Statement服務；

“**結單**”指不時由「本行」發出或提供而與一個或多個「戶口」或與「本行」提供之產品及服務有關之任何戶口結單、紀錄、確認書及報告；

“**通訊設備**”指手提電腦、桌面電腦、掌上型電腦、手提電話及任何其他用作接收「服務」之電子媒介及/或器材；

### 2. 使用之條款

(a) 以下為使用「服務」之章則（「本章則」），但不會替代任何「戶口」、使用「恒生個人e-Banking」及其他由「本行」提供之產品及服務之章則，並為該等章則之額外及補充條款。除非另有規定，否則該等章則將繼續適用。建議「客戶」於繼續進行申請「服務」及/或使用「服務」前，將該等章則連同「本章則」再次細閱。「客戶」一經申請及/或使用「服務」，即表示「客戶」已明白及接受「本章則」，並視為「客戶」接受「本章則」約束。

(b) 閣下承認及同意「服務」的提供及使用，需接受由任何監管機構、政府機關、交易所或專業團體不時發出之任何適用法律、規例或法令，或任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）之規限。

(c) 倘「本章則」與其他適用章則有任何歧異，在此情況下，「本章則」（在有關「客戶」使用「服務」方面）將凌駕於該等其他適用章則。

### 3. 「客戶」之接納及授權

(a) 於「本章則」之規限下，「客戶」要求並授權「本行」提供「服務」，亦同意「本行」可以按下述5(b)段所述之形式，向「客戶」提供「通知書」及「結單」。

(b) 鑑於「本行」同意向「客戶」提供「服務」，「客戶」接納並同意受「本章則」之約束。

(c) 「客戶」向「本行」申請使用或終止「服務」，須以「本行」不時指定之形式/方式及途徑以及根據「本行」訂明的其他條款的規限向「本行」提出。

(d) 「客戶」承認及同意「本行」可全權決定拒絕「客戶」之「服務」申請而毋須提出理由。

### 4. 「客戶」資料

(a) 「客戶」同意及承認「客戶」之個人資料及所有其他「客戶」與「本行」之交易或買賣有關之資料，均會用於向「客戶」提供「服務」。「客戶」授權「本行」可以使用、儲存，以及向其認為有需要之人士（包括滙豐集團成員或任何第三者服務供應商）披露、轉移（不論在香港以內或以外）、取得及/或交換該等個人資料及其他資料，以作「本行」認為適當之任何用途。

(b) 「客戶」保證提供予「本行」的所有資料乃盡其所知最準確及最新者。

### 5. 「服務」範圍

(a) 「本行」會不時決定及指定「服務」之範圍及特點，以及有權隨時予以更改、擴大或減少有關「服務」，並通知或毋須通知「客戶」。尤其是「本行」可以不時決定從「服務」中增加或刪除以e-Advice或e-Statement形式提供之「通知書」或「結單」種類，以及所提供之e-Advice或e-Statement之形式。

(b) 「本行」可透過以下形式提供「服務」：

(i) 以電郵傳送至「客戶」之「指定電郵地址」，而e-Advice或e-Statement會以附件形式提供，或以超連結方式讓「客戶」連接至「本行」之網頁，以便「客戶」取得、瀏覽及下載e-Advice或e-Statement；及/或

(ii) 「客戶」可透過「恒生個人e-Banking」取得、瀏覽及下載e-Advice或e-Statement；及/或

(iii) 其他「本行」認為適當之形式。「本行」可以全權決定與若干「戶口」或產品及服務有關之e-Advice或e-Statement之提供形式。

(c) 「客戶」及任何其他人士查閱e-Advice或e-Statement時，不應將當中的任何資料或通訊視為在任何司法管轄區認購任何產品或服務（包括但不限於投資、存款、保險及貸款）的招引或遊說，而在該等司法管轄區向任何人士使出該等招引或遊說屬於違法。

(d) 倘「本行」發出更改「服務」之通知，有關通知可以「本行」認為適當之形式或方法發出，包括但不限於展示於「恒生個人e-Banking」或「本行」網頁或電子通訊方式例如電郵。

(e) 「客戶」一經發出要求及授權，而「本行」表示同意向「客戶」提供「服務」，(i)「戶口」或「本行」所提供之產品及服務之「通知書」及「結單」可以e-Advice及e-Statement形式提供者，「本行」會根據「本章則」，以e-Advice及e-Statement方式發予「客戶」，而不會再郵寄印刷本；及(ii) 除非另有規定，「本行」可無須另行通知而將「客戶」在「本行」開立之所有新「戶口」及其他不時由「本行」提供予「客戶」或由「客戶」使用之產品及服務，包括在「服務」之內，除非及直至「客戶」或「本行」根據「本章則」暫停或終止「服務」或其任何部分。「客戶」可向「本行」發出特定指示（其範圍和方式可由「本行」不時訂明），將任何「戶口」或產品及服務摒除於「服務」之外。

(f) 倘e-Advice或e-Statement乃透過「恒生個人e-Banking」提供，「本行」有權決定在e-Advice或e-Statement已可透過「恒生個人e-Banking」取得時，將提示訊息發送到「客戶」留存於「本行」紀錄之「指定電郵地址」或手提電話號碼以通知「客戶」。該等由「本行」發出之提示訊息，只會發送一次。「客戶」需自行負責定期透過「客戶」指定電郵地址」或手提電話查閱該等提示訊息。

### 6. 「服務」的申請及操作

(a) 為了使「客戶」能使用「服務」，「客戶」需備有由互聯網服務供應商提供之互聯網服務及能夠接收及閱讀e-Advice、e-Statement及提示訊息（如適用）之適當「通訊設備」及電腦軟件。前述各項須由「客戶」自行負責，並承擔所有費用、收費及支出，以確保該等服務和設施能接收「服務」。

(b) 「客戶」須負責向「本行」提供任何「本行」合理地要求之個人資料，以便向「客戶」提供「服務」，同時亦須提供有效及最新之「指定電郵地址」，以便「本行」可以向「客戶」發送e-Advice、e-Statement或提示訊息。「客戶」亦應保留及提供一個有效及最新之手提電話號碼，以便「本行」可以發送提示訊息（如有）。「客戶」承諾倘該等提供予「本行」之「指定電郵地址」、手提電話號碼或其他個人資料有任何更改，會立即（以「本行」不時指定的方式）通知「本行」。

(c) 倘「客戶」未能履行上述第(a)及(b)項條文，或會令「本行」無法向「客戶」提供「服務」。

(d) 「本行」保留權利，可限制「客戶」登記作為不時收取「服務」之「指定電郵地址」及手提電話號碼之數目。不同類別之「客戶」或會有不同之限制。

(e) 「客戶」申請「服務」時，或會被要求就若干透過「客戶」指定電郵地址」發送之e-Advice及e-Statement設定一個使用者名稱及密碼。

(f) 「客戶」同意會適時地查收收到之e-Advice及e-Statement，並就任何原因而引致之錯漏、差異、未經授權交易或賬項立即通知「本行」，包括但不限於偽冒、欺詐、未有授權或「客戶」或任何其他人士之疏忽（統稱「錯誤」）。

(g) 「客戶」同意e-Advice及e-Statement將為「本行」及「客戶」之間就當中資料及細節的確實證明，而e-Advice及e-Statement將對「客戶」具有約束力，並將視為「客戶」已同意放棄任何就e-Advice及e-Statement而向「本行」提出反對或追討賠償的權利，除非「客戶」能在「本行」不時為指定e-Advice及e-Statement種類而設定之限期內，以書面將任何「錯誤」通知「本行」。

(h) 「客戶」有責任經常和定期地查閱「客戶」於「指定電郵地址」之電郵及/或「客戶」之「恒生個人e-Banking」戶口，以查閱e-Advice及e-Statement。無論「客戶」是否已閱讀或查閱e-Advice及e-Statement，上述第6(g)項條文將會適用。

(i) 若「客戶」的「通訊設備」或服務已被中斷或暫停，必須立即通知「本行」。

(j) 「客戶」承認及同意，由「本行」透過「服務」以e-Advice及e-Statement方式發予「客戶」之任何「通知書」或「結單」，(1) 如以電子郵件方式傳送，將於「本行」或滙豐集團或「本行」之服務供應商之伺服器（視情況而定）以電郵送出至「客戶」指定電郵地址」之時間，即視為已由「本行」妥為送出及由「客戶」收到；(2) 如透過「恒生個人e-Banking」供「客戶」查閱，將於e-Advice或e-Statement上載於「恒生個人e-Banking」並可供瀏覽時，即視為已由「本行」妥為送出及由「客戶」收到。在上述兩種情況下，均毋須理會該e-Advice或e-Statement是否被「本行」無法控制之資訊系統接受，亦不論該e-Advice或e-Statement是否為「客戶」得悉。「本行」向「客戶」提供該等e-Advice或e-Statement之義務及責任（根據適用法律、監管規定或其他）將會完全解除。「客戶」承認及同意須自行負責「客戶」之「指定電郵地址」乃屬有效及適合用於收取e-Advice及e-Statement，「客戶」尤其應留意其電子郵箱之可用電郵儲存量及電郵體積限制，以及「客戶」能使用和瀏覽「恒生個人e-Banking」（如適用）。

(k) 倘任何e-Advice或e-Statement乃發出至「客戶」之「指定電郵地址」，「本行」只會將其發出一次。若「客戶」將「本行」送出之e-Advice或e-Statement刪除或「客戶」未能查閱e-Advice或e-Statement，又或e-Advice或e-Statement因「本行」不能控制之原因（包括但不限於任何電腦、通訊、電氣或網絡故障）而遺失，該等「通知書」或「結單」將不能再次透過「服務」發出。倘任何e-Advice或e-Statement可以透過「本行」之網頁或「恒生個人e-Banking」取得，e-Advice及e-Statement只會由「本行」分別保留一個月及十二個月（或其他本行認為適合之期間），之後將會自「本行」之網頁或「恒生個人e-Banking」系統中刪除或移除。「客戶」有責任及時查閱e-Advice及e-Statement，並在e-Advice及e-Statement自「本行」之網頁或「恒生個人e-Banking」系統中刪除之前，將e-Advice及e-Statement下載及儲存於「客戶」之電腦內或打印副本以備日後參考之用。不過，「客戶」可以要求「本行」以郵寄方式並向「本行」繳付規定之費用，補發e-Advice及e-Statement之副本。為免產生疑問，「本行」收到任何有關重發「通知書」或「結單」之「客戶」要求時，「本行」只會以郵寄方式重發該等「通知書」或「結單」之副本，而並非以e-Advice或e-Statement形式發送。

(l) 倘「服務」乃採用「本行」或其他滙豐集團成員之專有軟件，「客戶」可就「服務」或其他「本行」容許之目的獲授予一項非專屬許可。「客戶」同意不會對任何該等軟件或容許任何其他人士對該等軟件進行反滙編、複製、修改或逆向工程。

(m) 「客戶」絕對不應回覆任何聲稱是「本行」就「服務」而要求「客戶」以電郵提供戶口及保安資料的要求，原因是「本行」絕對不會向「客戶」提出該等要求。

(n) 「客戶」不應在e-Advice或e-Statement（或「本行」根據「本章則」而向「客戶」發出之電郵）提供之超連結網站提供其戶口及個人資料。所有獲「本行」授權之超連結網站僅供參考用途，以及毋須輸入「客戶」之戶口及個人資料。

(o) 倘「客戶」察覺任何電郵、進入「客戶」之「恒生個人e-Banking」戶口、e-Advice、e-Statement或網頁之超連結網站有不正常現象，或「客戶」懷疑其他人知悉其使用者名稱及密碼或「客戶」之電郵或「恒生個人e-Banking」戶口被未經授權使用，應盡快通知「本行」。

(p) 「本行」發出之任何e-Advice及e-Statement均屬單向，「客戶」絕不應回覆該等e-Advice或e-Statement。「本行」並無責任對該等回覆作出任何回應或是否採取任何行動。

(q) 「客戶」新選擇使用者名稱及密碼時，應避免揀選容易被猜測之使用者名稱及密碼。

(r) 「客戶」應不時參照由「本行」提供的保安建議，並適時地遵守「本行」不時就互聯網保安而於網上或其他途徑發出之有關保安措施。

(s) 倘「客戶」未能證明e-Advice及e-Statement已經由「本行」、滙豐集團或「本行」之服務供應商之伺服器傳送至「客戶」之「指定電郵地址」，或由「本行」以其他方式提供，即使「客戶」因未能妥為收取或完全未有收取而蒙受損失，「本行」將毋須負責。

(t) 倘「客戶」未能遵守第9條（電郵及系統保安）之條文規定，「本行」毋須就任何機密資料被披露負責。

(u) 倘傳送予「客戶」的資料有任何失敗或延誤，或該等資料有任何誤差或失誤，除非因為「本行」、「本行」任何附屬公司，或「本行」指定作為提供「服務」之任何通訊公司的疏忽或故意失責導致，否則「本行」、「本行」任何附屬公司，或有關通訊公司均不會負任何責任。「本行」、「本行」任何附屬公司，或有關通訊公司所能合理控制範圍以外的事件而引致之後果負任何責任，包括但不限於「客戶」之「通訊設備」因任何原因無法接收資料、任何通訊失靈、機械故障、路徑失敗、失靈、技術故障、干擾或設備、裝置不正確。

(v) 基於「服務」之性質，「本行」不會對「客戶」之數據、軟件、電腦、「通訊設備」或其他設備之損失或損壞負責，除非該等損失或損壞是純粹因為「本行」之疏忽或故意失責而直接及純粹由此而造成。

(w) 為「服務」提供支援的第三方（包括但不限於通訊公司、系統操作人員及互聯網服務供應商），並非「本行」的代理人或「本行」之代表。彼等與「本行」並無合作、夥伴、合營或其他關係。「本行」對該等第三方引致之任何損失或損害不負任何責任。

(x) 「客戶」承諾對「本行」，其代理人、有關之高級人員及僱員就「本行」為「客戶」提供之「服務」及有關而作出之所有事情及事宜予以追認及確認，並同意對「本行」，其代理人、有關之高級人員及僱員因為向「客戶」提供「服務」或與此有關而招致或蒙受之所有損失、責任、收費、支出及任何罰款作出彌償，除非純粹因為彼等之疏忽或故意失責而直接造成，惟有關彌償只限於直接及純粹由此而引致之直接及可合理地預見之損失及損害（如有）。

(y) 任何終止或暫停「服務」不會損害及不會影響「本行」及「客戶」於終止或暫停日期前已累積之責任及權利。

### 8. 費用及收費

(a) 「客戶」將承擔「本行」應「客戶」要求重發任何「通知書」或「結單」而收取之任何費用、收費或支出，或「本行」服務供應商及/或就「服務」提供「通訊設備」之通訊公司就此收取之任何有關費用、收費或支出，並授權「本行」於「客戶」指定「戶口」支取有關款項。

(b) 「客戶」將確保指定「戶口」內有足夠資金/結餘以支付所產生之有關費用。

### 9. 電郵及系統保安

(a) 「客戶」必須將任何密碼及保安資料保密，並採取一切合理措施防止「客戶」之密碼及保安資料被未經授權或欺詐地使用，並確保「服務」不會被未經授權或欺詐地取用。

(b) 「客戶」應定期更改密碼，以防止「服務」被未經授權或欺詐地取用。

(c) 「客戶」絕對不應回覆任何聲稱是「本行」就「服務」而要求「客戶」以電郵提供戶口及保安資料的要求，原因是「本行」絕對不會向「客戶」提出該等要求。

(d) 「客戶」不應在e-Advice或e-Statement（或「本行」根據「本章則」而向「客戶」發出之電郵）提供之超連結網站提供其戶口及個人資料。所有獲「本行」授權之超連結網站僅供參考用途，以及毋須輸入「客戶」之戶口及個人資料。

(e) 倘「客戶」察覺任何電郵、進入「客戶」之「恒生個人e-Banking」戶口、e-Advice、e-Statement或網頁之超連結網站有不正常現象，或「客戶」懷疑其他人知悉其使用者名稱及密碼或「客戶」之電郵或「恒生個人e-Banking」戶口被未經授權使用，應盡快通知「本行」。

(f) 「本行」發出之任何e-Advice及e-Statement均屬單向，「客戶」絕不應回覆該等e-Advice或e-Statement。「本行」並無責任對該等回覆作出任何回應或是否採取任何行動。

(g) 「客戶」新選擇使用者名稱及密碼時，應避免揀選容易被猜測之使用者名稱及密碼。

(h) 「客戶」應不時參照由「本行」提供的保安建議，並適時地遵守「本行」不時就互聯網保安而於網上或其他途徑發出之有關保安措施。

### 10. 責任

(a) 「本行」保留權利，可以「本行」認為合適的方法，不時向「客戶」發出通知，藉以調整、修訂或更改「本章則」。「客戶」於「本章則」任何更改之生效日期後使用「服務」，即構成「客戶」接納該等修訂。倘「客戶」不接納任何更改建議，必須於有關更改之生效日期前，取消或終止「服務」。

(b) 「本行」之不作為、延誤或遺漏行使「本章則」任何權利或補救方法，並不作為放棄此等權利或補救方法，「本行」單一次或部分行使任何權利或補救方法，亦不排除任何進一步行使該等權利或權力，或任何其他權利或權力。

(c) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(d) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(e) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(f) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(g) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(h) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(i) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(j) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(k) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(l) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(m) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(n) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

### 11. 修訂

(a) 「本行」保留權利，可以「本行」認為合適的方法，不時向「客戶」發出通知，藉以調整、修訂或更改「本章則」。「客戶」於「本章則」任何更改之生效日期後使用「服務」，即構成「客戶」接納該等修訂。倘「客戶」不接納任何更改建議，必須於有關更改之生效日期前，取消或終止「服務」。

(b) 「本行」之不作為、延誤或遺漏行使「本章則」任何權利或補救方法，並不作為放棄此等權利或補救方法，「本行」單一次或部分行使任何權利或補救方法，亦不排除任何進一步行使該等權利或權力，或任何其他權利或權力。

(c) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(d) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(e) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(f) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(g) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(h) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(i) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(j) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(k) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(l) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(m) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

(n) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。