



Terms & Conditions for Investment Funds e-Reports Service and Investment Funds e-Notices Service

1. Definitions

In these Terms and Condition, references to:

“**Applicable Regulations**” means any law, regulation or order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body applicable from time to time;

“**Authorised Person(s)**” means the person(s) authorised by the Customer to give Instructions as notified (together with specimen signatures) to the Bank from time to time in such manner as the Bank may reasonably require;

“**Bank**” means Hang Seng Bank Limited;

“**Customer**” means the person or, as the case may be, each person in whose name the subject Integrated Account is opened and includes any personal representative or lawful successor of such person and where the context permits, includes any Authorised Person(s);

“**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 Investment Funds e-Reports and/or Investment Funds e-Notices should be sent by the Bank to the Customer and also means the Customer’s last known electronic mail address;

“**Investment Funds e-Notices**” means any Notices sent to the Customer by the Bank by electronic mail transmission to the Customer’s Designated Electronic Mail Address, in digital form, a hyperlink through which the Customer can visit the Bank’s website to download the same within a specified period of time or in such other form as the Bank may from time to time prescribe (subject to the Applicable Regulations), in accordance with these Terms & Conditions;

“**Investment Funds e-Notices Service**” means the service of making available the Investment Funds e-Notices to the Customer in connection with each of the Integrated Accounts in the Customer’s name and any other related or ancillary services;

“**Investment Funds e-Reports**” means any Reports sent to the Customer by the Bank by electronic mail transmission to the Customer’s Designated Electronic Mail Address in digital form, a hyperlink through which the Customer can visit the Bank’s website to download the same within a specified period of time or in such other form as the Bank may from time to time prescribe (subject to the Applicable Regulations), in accordance with these Terms & Conditions;

“**Investment Funds e-Reports Service**” means the service of making available the Investment Funds e-Reports to the Customer in connection with each of the Integrated Accounts in the Customer’s name and any other related or ancillary services;

“**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;

“**Integrated Account**” means any bank account held in the name of the Customer with the Bank and regarded by the Bank as an integrated account;

“**Instruction**” means written instructions given in such form and delivered or transmitted to the Bank by such means as the Bank may prescribe and where applicable, includes Telephone Instructions and instructions delivered or transmitted to the Bank through Hang Seng Personal e-Banking, in each case subject to any conditions as may be reasonably prescribed by the Bank from time to time in respect of any particular type of Instruction;

“**Notices**” means the notices, information and communications regarding changes, proposed changes and/or updates to the offering or constitutive documents of and/or any other matters in relation to any collective investment scheme(s) in which the Customer invest through the Bank (or its nominee) from time to time, and such notices, information and communications (including digital form) are received and/or issued by the Bank (or its nominee);

“**Reports**” means the audited annual reports and accounts, semi-annual reports and accounts and other financial reports and accounts for the collective investment scheme(s) in which the Customer invests through the Bank (or its nominee) from time to time, and such reports and accounts (including digital form) are received and/or issued by the Bank (or its nominee); and

“**Telephone Instruction**” means instruction given to the Bank directly or through any telecommunication company, equipment, device or intermediary (mechanical, electronic or otherwise) by the use of telephone through functions or facilities from time to time available to a telephone operated by voice and/or other means in such manner as the Bank may prescribe and telephone includes mobile or cordless phone.

2. Terms of Use

a. The following are the terms and conditions for use of the Investment Funds e-Reports Service and/or the Investment Funds e-Notices Service and is in addition to and supplements but does not replace the terms and conditions for Integrated Account from time to time which you shall already be subject to in any event. You are advised to re-read such terms and conditions in conjunction with the terms and conditions herein before continuing your application for the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service. By making an application for the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service, you indicate your understanding and acceptance of the Terms and Conditions for Investment Funds e-Reports Service and Investment Funds e-Notices Service.

b. References to “telecommunications equipment” shall include references to laptop computers, desktop PCs, pocket PCs and any other electronic media and/or equipment used to receive the Investment Funds e-Reports and/or Investment Funds e-Notices.

3. Customer’s Acceptance and Authorisation

a. Subject to the Terms and Conditions herein, the Customer requests and authorises the Bank, and consents to and agrees that the Bank may, make available to the Customer, by electronic mail transmission to the Customer’s Designated Electronic Mail Address and in digital form, a hyperlink through which the Customer can visit the Bank’s website to download a digital copy within a specified period of time or in such other form as may from time to time be prescribed by the Bank (subject to the Applicable Regulations), such Reports and/or Notices as may from time to time be prescribed by the Bank (in its absolute discretion) in connection with each of the designated Integrated Accounts in the Customer’s name and any collective investment schemes in which the Customer invest through the Bank (or its nominee).

b. In consideration of the Bank’s agreement to provide Investment Funds e-Reports Service and/or Investment Funds e-Notices Service to the Customer, the Customer accepts and agrees to be bound by the Terms and Conditions herein.

- c. In respect of the Customer who is the named account holder of an Integrated Account, subject to any additional terms herein (including but not limited to sub-clause 3(d) and Clause 6) or otherwise imposed by the Bank, any instructions to apply for or terminate the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service from the Customer to the Bank shall be given in such form/ manner and by such means 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 Investment Funds e-Reports Service and/or Investment Funds e-Notices 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 its transactions or dealings with the Bank will be used, held and processed by the Bank in connection with the provision of Investment Funds e-Reports Service and/or Investment Funds e-Notices Service to the Customer. In addition, the Customer authorises the Bank to use, hold and process such personal data and such other details/information for such marketing purposes, and/or disclose, transfer (whether within or outside Hong Kong), obtain and/or exchange such personal data and other details/information to, from or with such persons and for such purposes as set out in the statements, circulars, notices and/or terms and conditions relating to the use and disclosure of personal data made available by the Bank to customers from time to time.
- b. The Customer warrants that all particulars given to the Bank are to the best of its knowledge accurate.

5. Scope of Investment Funds e-Reports Service and Investment Funds e-Notices Service

- a. The Bank will from time to time determine or specify the scope and features of the Investment Funds e-Reports Service and Investment Funds e-Notices Service and is entitled to modify, expand or reduce the same at any time with or without notice to the Customer.
- b. The Customer and any other persons accessing the Investment Funds e-Reports and/or Investment Funds e-Notices 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.
- c. If the Bank gives notice of a change to the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including without limitation, use of direct mailing material, branch display or electronic communications such as electronic mail.
- d. Once the Customer has requested and authorised, and the Bank has indicated its agreement to provide Investment Funds e-Reports Service and/or Investment Funds e-Notices Service to the Customer, Reports and/or Notices will be sent by the Bank to the Customer by electronic mail transmission in digital form, a hyperlink through which the Customer can visit the Bank's website to download the same within a specified period of time or in such other form as may from time to time be prescribed by the Bank (subject to the Applicable Regulations) and will no longer be sent by post in hard copy form unless and until suspension by the Bank or termination by the Customer or by the Bank of the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service in accordance with the terms hereunder.

6. Application for and Operation of Investment Funds e-Reports Service and Investment Funds e-Notices Service

- a. The Investment Funds e-Reports Service and Investment Funds e-Notices Service are available to the Customer if the Customer has an internet service provider and appropriate telecommunications equipment and computer software capable of receiving and reading the Investment Funds e-Reports and Investment Funds e-Notices.
- b. The Customer shall be responsible for providing to the Bank any personal data the Bank may reasonably request and a valid and updated electronic mail address by which the Bank may send Investment Funds e-Reports and/or Investment Funds e-Notices to the Customer and shall notify the Bank (in the method as may from time to time be prescribed by the Bank) of any changes to such electronic mail address from which the Customer wishes to receive Investment Funds e-Reports and/or Investment Funds e-Notices from 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 Investment Funds e-Reports Service and/or Investment Funds e-Notices Service to the Customer.
- d. The Bank reserves the right to restrict the number of electronic mail addresses which may be registered by the Customer for receiving the Investment Funds e-Reports and/or Investment Funds e-Notices from time to time. Different restrictions may apply to different type of Customers.
- e. Investment Funds e-Reports and/or Investment Funds e-Notices sent by the Bank will be in the form of electronic mail which will have attached to it the relevant Reports and/or Notices in PDF file format, with a hyperlink through which the Customer can visit the Bank's website to download a digital copy within a specified period of time or in such other form as may from time to time be prescribed by the Bank (subject to the Applicable Regulations).
- f. The Customer undertakes to immediately notify the Bank in writing through Hang Seng Personal e-Banking or any of its local branches of any changes to his contact details (including his electronic mail address) or other personal particulars registered with the Bank related to or with the purposes of providing the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service to the Customer.
- g. The Customer shall notify the Bank immediately upon the disconnection or suspension of the Customer's telecommunication equipment or services.
- h. The Customer acknowledges and agrees that any Reports and/or Notices that the Bank sends to the Customer in the form of Investment Funds e-Reports and/or Investment Funds e-Notices via the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service shall be deemed to be provided by the Bank to, and duly served on and received by, the Customer at the time when the Investment Funds e-Reports and/or Investment Funds e-Notices is sent by electronic mail transmission from the server of either the Bank, the members of the HSBC Group or the Bank's service provider, as the case may be, to the Customer's Designated Electronic Mail Address, regardless of whether such Investment Funds e-Reports and/or Investment Funds e-Notices is accepted by an information system outside the control of the Bank or whether such Investment Funds e-Reports and/or Investment Funds e-Notices come 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 Investment Funds e-Reports and/or Investment Funds e-Notices and in particular, the Customer should be aware of the available email storage space and the email size limit thereof.
- i. The Bank will only send Investment Funds e-Reports and Investment Funds e-Notices in respect of any Reports and Notices once. If the Investment Funds e-Reports and Investment Funds e-Notices 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 Investment Funds e-Reports and Investment Funds e-Notices cannot be sent again via Investment Funds e-Reports Service and Investment Funds e-Notices Service respectively.
- j. For the avoidance of doubt, in relation to any requests the Bank receives from the Customer to re-send any Reports and/or Notices, the Bank shall only re-send such Reports and/or Notices in hard copy form by post (and not by Investment Funds e-Reports Service and/or Investment Funds e-Notices Service) or any other means as agreed between the Bank and the Customer.

- 7. Suspension or Termination of Investment Funds e-Reports Service and Investment Funds e-Notices Service**
- The Bank may, at its absolute discretion, without notice to the Customer suspend or terminate the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service to the Customer for any reason including without limitation invalid data, relevant Integrated 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 Investment Funds e-Reports Service and/or Investment Funds e-Notices Service.
 - The Bank will not assume any liabilities or responsibilities for any such suspension or termination of service.
 - The Customer may request for termination of the use of the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service by giving instructions to the Bank in accordance with sub-clause 3(c).
 - Upon suspension or termination of the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service, the Bank will revert back to sending Reports and/or Notices to the Customer by post in hard copy form to the Customer's designated mailing address or any other agreed method between the Customer and the Bank.
 - Any termination or suspension of the Investment Funds e-Reports Service and/or Investment Funds e-Notices 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. Electronic Mail Security**
- The Customer must keep any password and security details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of the Customer's password or security details and ensure that unauthorised or fraudulent access to the Customer's electronic mail is prevented.
 - The Customer should change its password regularly to prevent unauthorised or fraudulent access to the Customer's electronic mail.
 - The Customer should never respond to a request purportedly from the Bank via the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service to provide your account or security details by electronic mail as the Bank will never make such a request.
 - The Customer should never provide its account or personal information on screen following a website hyperlink from the electronic mails sent by the Bank to the Customer pursuant to the terms hereunder. All website hyperlinks authorised by the Bank will be for information only and will not require the inputting of the Customer's account or personal information.
 - The Customer must inform the Bank as soon as possible if any Investment Funds e-Reports and/or Investment Funds e-Notices or website hyperlink appears to be irregular.
 - Any Investment Funds e-Reports and Investment Funds e-Notices sent by the Bank are one-way and the Customer should never reply to such Investment Funds e-Reports and/or Investment Funds e-Notices. 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.
- 9. Liability**
- If the Bank can show that the Investment Funds e-Reports and/or Investment Funds e-Notices 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, the Bank has no liability to the Customer if the Customer suffers loss due to the Investment Funds e-Reports and/or Investment Funds e-Notices not being received accurately or at all.
 - The Bank will not be liable for any disclosure of confidential information where the Customer has not complied with the provisions of Clause 8 (Electronic Mail Security).
 - 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 Investment Funds e-Reports Service and/or Investment Funds e-Notices 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.
 - Due to the nature of the Investment Funds e-Reports Service and Investment Funds e-Notices 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 fault.
 - The third parties (including without limitation, system operators and internet service providers) supporting the Investment Funds e-Reports Service and/or Investment Funds e-Notices 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.
 - 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 Investment Funds e-Reports Service and/or Investment Funds e-Notices Service (as the case may be) 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 the Investment Funds e-Reports Service and/or Investment Funds e-Notices Service (as the case may be) to the Customer unless directly and solely caused by or due to the negligence or wilful fault 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.
- 10. Miscellaneous**
- The Customer acknowledges and agrees that an application for Investment Funds e-Reports Service and/or Investment Funds e-Notices Service is made subject to these Terms and Conditions, any other applicable terms and conditions and any applicable laws, rules, regulations, orders, directions, guidelines, codes, notices or restrictions (whether or not having the force of law).
 - 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 Investment Funds e-Reports Service and/or Investment Funds e-Notices Service) override those other terms and conditions to the extent there is a contradiction.
 - The Bank reserves the right to revise, amend or modify these Terms and Conditions from time to time and in the Bank's absolute discretion.
- 11. Waiver**
- 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 right or remedy or any other right or remedy.
- 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.

12. Governing Law and Jurisdiction

The Investment Funds e-Reports Service and/or Investment Funds e-Notices Service and these Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong. The Customer and the Bank agrees 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.

13. 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.

14. 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.