

## Terms and conditions for Hang Seng MPF member services

### 1. Services

Hang Seng Bank Limited (the 'Bank') and/or The Hongkong and Shanghai Banking Corporation Limited (together HSBC Group) shall provide to customers (each a 'Customer') the MPF Member Services (the 'Services') subject to these Terms and Conditions and the Bank's General Disclaimer and Internet Privacy Statement. HSBC Group has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation:

- a. expanding, modifying, reducing or suspending the Services at any time;
- b. imposing and varying any restrictions on the use of the Services; and/or
- c. prescribing and changing the normal service hours during which the Services are available and changing the cut-off time for any part of the Services.

The Services are provided subject to such other Terms and Conditions contained in any other documents which the Customer has entered into or will be entering into regarding the Services.

### 2. User Name, Password and Security Code

- a. The Customer shall keep the MPF membership number, the MPF phone PIN, any Hang Seng e-Banking User Name and password (together 'User Name') strictly confidential and shall advise HSBC Group immediately of any loss of the User Name or if the User Name has become known by any unauthorised person.
- b. The Customer shall be fully responsible for any accidental or unauthorised disclosure of the User Name to any other person and shall bear the risks of the User Name being used by unauthorised persons or for unauthorised purposes.

### 3. Customer's Instructions

- a. Instructions given by the Customer in connection with the Services (the 'Instructions') shall not be considered to be received by HSBC Group until HSBC Group has actually received them but once received shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name provided or submitted.
- b. Instructions will be processed as soon as possible after receipt by HSBC Group but HSBC Group shall not be liable for any delay in processing any Instruction. Instructions will be processed by reference to the Customer MPF account information and fund unit prices (the 'MPF Information') current at the time of processing.
- c. Any Instruction received after the cut-off time as notified by HSBC Group to the Customer from time to time shall be treated as if received the next following working day. Any Instruction submitted on a holiday shall be treated as having been submitted the next working day after the holiday.

### 4. Customer Undertakings and Responsibilities

- a. The Customer authorises HSBC Group to disclose and transfer to any person, including any government or regulatory authority in any jurisdiction, all information relating to the Customer if required by any law, regulation, court order or any government or regulatory authority in any jurisdiction.
- b. The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the online Service or any software comprised in it.
- c. The Customer acknowledges that the Customer shall have and acquire no right, title or interest in the system providing the online Service or in any related software or materials other than the right to access the Services subject to these Terms and Conditions. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.

### 5. MPF Information

HSBC Group shall use its best efforts to update the MPF Information regularly and in accordance with the arrangements as notified by HSBC Group to the Customer from time to time but shall not be liable for any consequences as a result of any delay in making available the current information. MPF Information available from the Services shall be for reference only and is not binding and HSBC Group's records of the MPF Information shall be conclusive.

### 6. Liabilities and Responsibilities of HSBC Group

- a. HSBC Group shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of any delay in acting on any Instruction or for any inability to act as a result of any Instruction being unclear or incomplete or the Customer having failed to submit an Instruction by the cut-off time specified by HSBC Group from time to time.
- b. HSBC Group will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to HSBC Group from time to time.
- c. HSBC Group does not warrant or represent that the Services are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- d. Unless due to the gross negligence or wilful default of HSBC Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount which HSBC Group is able to recover under any contract with any provider of the Services (whichever is less), HSBC Group does not assume any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:
  - i) use of the Services and/or access to the MPF information as a result of such use by the Customer or any other person whether or not authorised;
  - ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, in transmitting instructions or information relating to the Services or in connecting with the online Service caused by any acts, omissions or circumstances beyond the reasonable control of HSBC Group including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
  - iii) transmission and/or storage of any information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.
- e. In no event shall HSBC Group be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

### 7. Amendments

HSBC Group may revise these Terms and Conditions and/or introduce additional terms and conditions at any time on notice to the Customer by posting it online or by display, advertisement or other means as HSBC Group thinks fit, and such revision or amendment shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

### 8. Law

The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

### 9. Third Party Rights

No person other than Customer and HSBC Group will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

### 10. Governing Version

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

Issued by the Administrator of Hang Seng MPF, The Hongkong and Shanghai Banking Corporation Limited



# 恒生強積金成員服務條款及細則

## 1. 服務

恒生銀行有限公司(「銀行」)及／或The Hongkong and Shanghai Banking Corporation Limited香港上海滙豐銀行有限公司(統稱「滙豐集團」)將按照本條款及細則，以及銀行的一般責任聲明及互聯網保密政策聲明，為客戶(「客戶」)提供強積金成員服務(所述「服務」)。

滙豐集團有權不時釐定及更改所述服務的範圍和類別，包括但不限於：

- 隨時擴展、修改、減少或暫停所述服務；
- 對使用所述服務加以限制及更改限制；及／或
- 訂定及更改所述服務的正常服務時間，並更改所述服務任何部分的截止時間。

所述服務乃根據客戶就所述服務而已簽訂的任何其他條款及細則而提供。

## 2. 用戶名稱、密碼及保安措施

- 用戶須將其強積金成員編號、強積金電話密碼、任何恒生e-Banking用戶姓名及密碼(統稱「用戶姓名」)予以保密。若發現遺失用戶姓名或懷疑用戶姓名被任何未獲授權的人士使用，則須立即通知滙豐集團。
- 客戶須對任何意外或未經授權情況下向其他人士披露用戶姓名負上全部責任，並須承擔用戶姓名被未經授權人士使用或作未經授權用途的風險。

## 3. 客戶指示

- 客戶就所述服務作出的指示(「指示」)將須於滙豐集團實際收到後，才被視為已由滙豐集團所接獲。而當滙豐集團接獲指示後，有關指示均不可撤銷，並對客戶具約束力，不論該等指示是由客戶或任何聲稱為客戶的其他人士發出。除核證所提供或提交的用戶姓名外，滙豐集團並無責任核證作出有關指示的人士之身分或授權，或有關指示的真確性。
- 滙豐集團將盡快處理接獲的指示，但滙豐集團毋須就處理指示時出現的任何延誤負責。在處理有關指示時，將按當時客戶的現有強積金賬戶資料及基金單位價格(「強積金資料」)進行。
- 凡於截止時間(由滙豐集團不時通知客戶)以後接獲的指示，將視作在下一個工作日收到；而在假日遞交的任何指示，則將視作於假日後的一個工作日遞交。

## 4. 客戶的承諾和責任

- 客戶授權滙豐集團向任何人士，包括任何司法管轄區的任何政府或監管當局，披露和轉移法律、規例、法令或任何司法管轄區的任何政府或監管當局要求的一切有關客戶的資料。
- 客戶不得及不得試圖分解、倒序建造、翻譯、轉換、配合、改寫、修改、改良、加添、刪除或以任何方式篡改或存取網上服務的任何部分或組成所述服務的任何軟件。
- 客戶承認客戶並無及不會取得提供網上服務的系統或任何有關軟件或物料的權利、所有權或權益，但按照本條款及細則取用所述服務的權利除外。客戶不得作出任何可顯示客戶擁有該等權利、所有權或權益的陳述或行為。

## 5. 強積金資料

滙豐集團將定期及根據滙豐集團不時通知客戶的安排，致力更新強積金資料，但毋須就因延遲更新資料而造成的任何影響承擔任何責任。透過所述服務而提供的強積金資料僅供參考之用，並不具約束力。所有資料均以滙豐集團的紀錄為最終定論。

## 6. 滙豐集團的責任及法律責任

- 倘因資料不清晰或不完整或客戶未能在滙豐集團不時指定的截止時間之前遞交指示，以致延遲或不能按指示行事，滙豐集團對客戶因此而蒙受的任何損失、損壞或開支或相應而生的損失、損壞或開支概不負責。
- 滙豐集團不時在考慮任何適用於滙豐集團的法律、規則、規例、指引、通函、行為守則及現行市場慣例後，將採取合理可行的步驟，確保有關所述服務的系統已具備足夠的保安設計，並控制和管理操作系統的風險。
- 滙豐集團並不保證或聲明所述服務並無電腦病毒或可對客戶的硬件、軟件或設備造成破壞及導致不利的影響。
- 除非因滙豐集團或其有關高級人員或僱員的嚴重疏忽或故意失責，以及僅限於直接及純粹因上述疏忽或失責而引致的直接和可合理預見的損失及損壞(如有)，或滙豐集團能夠根據其與所述服務供應商的合約而追討的金額(以較少者為準)，滙豐集團對客戶或任何其他人士因下列情況而引致的後果概不承擔責任或法律責任：
  - 客戶或不論是否已獲授權的其他人士使用所述服務及／或因使用服務而接觸強積金資料；
  - 所述服務的供應、有關所述服務或網上服務的指示或資料傳輸倘因不在滙豐集團合理控制範圍內的行為、遺漏或情況下而受干擾、截斷、暫停、延遲、損失、不能提供、破壞或其他故障，包括但不限於任何通訊網絡故障、任何第三者服務供應商的行為或遺漏、機械故障、電力故障、機能失常、停頓、或設施不足，或任何法律、規則、規例、守則、指令、監管指引或政府命令(不論是否具有法律效力)；及
  - 通過或在任何系統、設備或任何通訊網絡供應商的工具，傳輸及／或儲存任何有關客戶、所述服務及／或客戶依據所述服務進行交易的資料和／或數據。
- 在任何情況下，滙豐集團對客戶或任何其他人士的附帶、間接、特別、相應而生或懲罰性損害賠償，包括但不限於任何在使用、收入、利潤或儲蓄上的損失，概不負責。

## 7. 修訂

滙豐集團可不時修訂本條款及細則及／或增加額外的條款及細則，但滙豐集團須透過在網上公布，或以展示、廣告或滙豐集團認為合適的其他方式通知客戶有關修訂。若客戶在有關修訂生效當日或之後繼續維持或使用所述服務，則有關修改或修訂對客戶具約束力。

## 8. 法例

所述服務和本條款及細則受香港特別行政區法律規管，並按香港特別行政區法律解釋。

## 9. 第三者權利

除客戶及滙豐集團以外，並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

## 10. 規管版本

本條款及細則的中、英文本如有歧義，概以英文本為準。

由恒生強積金行政管理人The Hongkong and Shanghai Banking Corporation Limited香港上海滙豐銀行有限公司刊發

