



恒生銀行
HANG SENG BANK

HANG SENG BUSINESS e-BANKING SERVICES

TERMS AND CONDITIONS

Member HSBC Group 匯豐集團成員

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 hangseng.com website.
- 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.

"Hang Seng Business e-Banking" means Hang Seng Business e-Banking available through the Internet by accessing the hangseng.com website

"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" 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.

"hangseng.com website" means the Bank's 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.

"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 username and Security Code) which may be used to access the 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.

"Security Code" means a one-time password generated by the Security Device for use by a Customer Delegate to access Hang Seng Business e-Banking and/or certain Hang Seng Business e-Banking Services.

"Security Device" means an electronic device designated by the Bank for use by each Customer Delegate to generate the Security Code.

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(s) and/or Security Code(s) in accordance with the Hang Seng Business e-Banking Customer Guide and this Agreement and as shall be prescribed by the Bank from time to time.
- 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.
- 4.9 As part of certain of the Hang Seng Business e-Banking Services, you may issue a Customer Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. You must ensure information you ask us to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or for infringement of any other third party rights).
- 4.10 If we agree that you may communicate with us or we agree to communicate with you (or any third party) via email, the Internet, or any other method (other than via Hang Seng Business e-Banking) you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.

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 Security Device 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 Passwords and Security Device secure and secret at all times and take steps to prevent unauthorised use thereof. For example, they must:
 - 8.4.1 never write or otherwise record their Passwords 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 Passwords 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 Passwords promptly after registering for Hang Seng Business e-Banking using such Passwords, 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 Passwords or access to their Security Device;
 - 8.4.6 never record their Passwords 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;

- 8.4.8 change their Passwords on a regular basis and not alternate between passwords;
 - 8.4.9 never personalise their Security Device in such a manner so as to allow or facilitate anyone to link the Security Device to them; and
 - 8.4.10 never allow anyone to come into possession or take control of or use their Security Device.
- 8.5 Once they have logged on to Hang Seng Business e-Banking the Customer Delegate must not leave at any time the Internet terminal from which they have accessed Hang Seng Business e-Banking or let anyone else use the Internet terminal until they have logged off Hang Seng Business e-Banking. You will be responsible for ensuring that each Customer Delegate has logged off Hang Seng Business e-Banking 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 from any computer connected to a local area network (LAN) or any public Internet access device or access point without first making sure that the computer and the network are free of virus, spyware, destructive or disruptive component, malicious code or any other software or component which will or may compromise either the Bank's or the Customer's access to and/or use of Hang Seng Business e-Banking and Hang Seng Business e-Banking Services and that no-one else will be able to observe or copy their access or get access to Hang Seng Business e-Banking 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, 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 Passwords of one or more of the Customer Delegates or has access to their Security Device. In the event of any such breach or suspected breach of security you must ensure that all your Customer Delegates change their Passwords (except the Security Code) 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 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.
- 8.11 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 SECURITY DEVICE

- 10.1 We will make all reasonable efforts to ensure that any Security Device 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 Security Device fails to function correctly.
- 10.2 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device.
- 10.3 We shall not be liable for any loss or damages incurred or suffered by you or your Customer Delegates arising from or in connection with, whether directly or indirectly, your and their use of the Security Device.

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 including, without limitation, charges for the Security Device. 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 hangseng.com website 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 10.1, 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 including, without limitation, the Security Device 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 hangseng.com website. To access the Hang Seng Business e-Banking Services, Customer Delegates are required to set up their own personal Hang Seng Business e-Banking username and password. Once this has been achieved they can link their Hang Seng Business e-Banking logon details to their username and password, 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 hangseng.com website) 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 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 hangseng.com website (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.

- 20.9 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.
- 20.10 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.
- 20.11 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.
- 20.12 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 us 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; censorship; 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, Hang Seng Mandatory Provident Fund - SuperTrust Plus, Hang Seng Mandatory Provident Fund - SimpleChoice or Hang Seng Mandatory Provident Fund - Value Choice ("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.

SCHEDULE IV

TERMS AND CONDITIONS FOR E-ALERT SERVICES

1. Definitions

In these Terms and Conditions references to:

"including" means including, without limitation to the generality of the surrounding words;

"our", "ours", "us" and "we" refer to the Bank;

"you", "your" and "yours" refer to you, the Customer and include the Customer Delegate(s) that the Customer shall procure the Customer Delegate(s) to comply with these terms and conditions for e-Alert Services;

"person" includes an individual, firm, company, corporation and an unincorporated body of persons.

2. Terms of Use

References to "telecommunications equipment" shall include references to mobile telephones, laptop computers, desktop PCs and any other electronic media and/or equipment used to receive the e-Alert Services.

3. Customers' Information

- a. To enable us to provide you with the e-Alert Services, you are required to supply your data to us and keep the data updated. Failure to do the same may result in our inability to provide such service.
- b. Your data will be used to consider your request and subject to us agreeing to provide such service, the data and all other details/information relating to your transactions or dealings with us will be used in connection with the provision of such service to you. We will use, store, disclose, transfer (whether within or outside Hong Kong) obtain and/or exchange such data and such other details and information to, from or with such persons as we may consider necessary (including the members of the HSBC Group or any service provider) for any purposes we deem appropriate.
- c. You have the right to request access to and correction of any of your data or to request the data not to be used for direct marketing purposes. Any request may be made in writing and addressed to our Data Protection Officer at such address and number as may be specified by us from time to time. We will comply with such request unless we may be or are required to refuse do so under any applicable laws and regulations.

4. Scope of e-Alert Services

- a. We will from time to time determine or specify the scope and features of the e-Alert Services and are entitled to modify, expand or reduce the same at any time with or without notice.
- b. The e-Alert Services are offered only to persons who are residents of or incorporated in the Hong Kong Special Administrative Region. The material in the e-

Alert is not intended for use by persons located in, or resident in or incorporated in jurisdictions which restrict the distribution of this material in the e-Alert by us. Persons accessing the e-Alert should inform themselves about and observe any relevant restrictions. The e-Alert should not be regarded as an offer or a 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 we give notice of a change to the e-Alert Services, such notice may be made in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display or electronic communications such as e-mail.

5. Opening/Operating e-Alert Services

- a. The e-Alert Services is available to you if you should have appropriate telecommunications equipment and a service provider both of which may be determined by us from time to time.
- b. We reserve the right to restrict the number of pieces of telecommunications equipment which may be registered by you for receiving the e-Alert from time to time and different restrictions may apply to different types of customers.
- c. The e-Alert Services may without notice to you be suspended or terminated for any reason including without limitation invalid data; Designated Account closure; insufficient funds within the Designated Account; 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 e-Alert Services. We will not assume any liabilities or responsibilities for any such suspension or termination.
- d. You acknowledge any information received by you under the e-Alert Services is for information only, and shall not be taken as conclusive evidence of the matter to which it relates. Transaction advice and account statements will be supplied by the Bank in accordance with and subject to the terms and conditions governing the relevant Account from time to time.
- e. You shall promptly notify us of any changes to or in any register with us related to or with the purposes of the e-Alert Services including the contact details of your telecommunications equipment and the telecommunications company providing or servicing it.
- f. You must notify us immediately upon the disconnection or suspension of your telecommunications equipment/service.
- g. Neither we nor any of the telecommunications companies which may be designated by us for the purposes of providing the e-Alert Services will assume any liability or responsibility for any failure or delay in transmitting information to you or any error or failure in such information unless this results from negligence or wilful default on our part or such telecommunications companies. In particular, neither we nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond our or its reasonable control including without limitation failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. In addition, we shall not be responsible to arrange for any message to be re-sent to you.

- h. You shall bear any fees, charges or expenses which may be imposed by your telephone service provider and/or any telecommunications company providing or servicing your telecommunications equipment in connection with the e-Alert Services.
- i. You warrant that all particulars given to us are to the best of your knowledge accurate.
- j. You undertake to indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of us agreeing to provide the e-Alert Services.

6. SMS Messaging

- a. You may nominate the number of mobile phone on which you will receive the e-Alert Services as we will only send e-Alert to the number registered by you. Your nominated mobile phone must be a compatible piece of telecommunications equipment capable of receiving such e-Alert.
- b. You will inform us as soon as possible if any of the SMS messages appear to be irregular.
- c. We will only send SMS messages once. If you delete the SMS messages which we have sent you they cannot be sent again.
- d. Any SMS messages sent by us are one-way and you should not reply to such SMS messages.
- e. You should never respond to a request purportedly from us via the e-Alert Services to provide your account or security details by SMS message as we will never make such a request.

7. E-mail e-Alert

- a. If you elect to receive e-Alert by e-mail, you are responsible for ensuring you have compatible telecommunications equipment capable of receiving such e-Alert.
- b. You must keep any password and security details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of your password or security details and ensure that unauthorised or fraudulent access to your e-mail is prevented.
- c. e-Alert sent by e-mail may not be encrypted and may not be secure from corruption by third party. You are responsible for ensuring that your password and any other identification used for accessing your account information is kept secure and secret.
- d. You should never respond to a request purportedly from us via the e-Alert Services to provide your account or security details by e-mail as we will never make such a request.
- e. You should never provide your account or personal information on screen following a website hyperlink from an e-mail e-Alert. All website hyperlinks authorised by us will be for information only and will not require the inputting of your account or personal information.
- f. You must inform us as soon as possible if any e-mail or website hyperlink appears to be irregular.
- g. Any e-mails sent by us are one-way and you should not reply to such e-mails.
- h. We will only send e-mails once. If you delete the e-mail which we have sent you they cannot be sent again.

8. Manned Phone e-Alert Services

- a. Information supplied by you through the use of the Manned Phone e-Alert Services may be used or stored by us in any manner for the provision of the Manned Phone e-Alert Services. You shall obtain all necessary consents from the data subject in respect of personal data recorded through the use of the Manned Phone e-Alert Services. You shall use the Manned Phone e-Alert Services for lawful purpose only.
- b. We will use our best endeavours to notify you the events specified under the Manned Phone e-Alert Services (via the preferred contact telephone number prescribed by you only) and we do not undertake to ensure that you shall be successfully notified under any circumstances.
- c. As part of the Manned Phone e-Alert Services, we may, as our discretion, act on behalf of you to obtain or arrange to obtain from specified merchants(s) good(s) and/or service(s) as per your request.
- d. We do not warrant the accuracy, reliability, completeness or timeliness of the Manned Phone e-Alert Services and shall not be liable for any direct and indirect, consequential or incidental loss or damage which may be incurred by you in connection with the use of the Manned Phone e-Alert Services (or goods or services obtained from third parties through use of the Manned Phone e-Alert Services).
- e. You shall indemnify us, our officers and employees against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind which may be incurred by any of us and all actions or proceedings which may be brought by or against any of us in connection with the provision of the Manned Phone e-Alert Services to you.

9. Security

- a. You are responsible for the security of your telecommunications equipment and must take all reasonable precautions to prevent any one else from accessing any confidential information.
- b. For every account you intend to receive information about via the e-Alert Services, you should choose a nickname to avoid names easy to guess such as your name or the account number. You should check that the e-Alert received on your mobile phone or by e-mail containing information about accounts you have nominated contain your nicknames for those accounts.
- c. You should use at all times the SIM Card personal identification number ("SIM Card PIN Code") on your mobile telephone re-setting any pre-set SIM Card PIN Code and re-setting the SIM Card PIN Code if you know or suspect someone else knows it. When choosing or using the SIM Card PIN Code avoid numbers which are easy to guess.
- d. Do not tell any one else your SIM Card PIN Code or nicknames and do not write them down in a way that someone else may understand.
- e. You should only use secure private e-mail sites protected by a password which should be kept secret. Avoid passwords which are easy to guess.
- f. You must inform us as soon as possible if you know or suspect that someone knows your SIM Card PIN Code or your nick-names or has unauthorised access to your e-mails or if your mobile telephone number/e-mail address changes or if your mobile telephone is lost, stolen or no longer under your control or if your contract with the network operator ends.

- g. You should check the telephone number of the sender of SMS message e-Alert and the e-mail / website address for e-mail e-Alert to ensure that they are genuine and have been sent by us.
- h. You should suspend the SMS e-Alert Service if you are taking a mobile phone outside Hong Kong due to the fact that the security of any foreign telephone network through which e-Alert may be transmitted to your mobile telephone cannot be guaranteed.
- i. If you should take your mobile phone outside Hong Kong without suspending the e-Alert Services you shall be deemed to authorise us, the network operators and any third party to whom information about you and your account has been passed for the provision of the e-Alert Services to transmit such information and store information in such countries or territories as are necessary to send e-Alert to your mobile phone.

10. Liability

- a. If we can show that the e-Alert were sent to you, we have no liability to you if you suffer loss due to the e-Alert not being received accurately or at all.
- b. We will not be liable for any disclosure of confidential information where you have not complied with the provisions of Clause 9.
- c. We will not be liable to you for any loss you suffer due to any event or circumstance beyond our reasonable control which leads to the e-Alert Services being wholly or partly unavailable as a result of but not limited to technical breakdown, strike and industrial action of any party or communications or path failure.
- d. Due to the nature of the e-Alert Services, we will not be responsible for any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment caused by your use of the e-Alert Services unless such loss or damage is directly and solely caused by our negligence or deliberate fault.
- e. The third parties supporting the e-Alert Services are neither agencies of us nor representing us. There is no co-operation, partnership, joint venture or other relationship with us. We are not responsible for any losses caused by system operators.

11. Pricing and Charges

- a. You have the right to choose the e-Alert you wish to receive but acknowledge some e-Alert will be charged for at rates determined by us from time to time. You are advised to check online regularly for any charging changes or updates.
- b. In order to receive the e-Alert you must have any of the following accounts with the Bank: Hong Kong Dollar current account, Hong Kong Dollar savings account or integrated account.
- c. Charges will be made for certain e-Alert (as determined by us from time to time) ("Chargeable e-Alert") sent on an individual basis or by way of a monthly payment package.
- d. You may nominate the account you wish debited to pay for the Chargeable e-Alert ("Designated Account") and authorise us to debit the charges incurred by you for the provision of the e-Alert Services on a monthly basis and/or to debit the monthly payment package from the Nominated Account.
- e. All Chargeable e-Alert sent to you will be charged regardless of whether you receive them or not so long as the failure to receive such Chargeable e-Alert is not as a result of the wilful default or negligence of us.

- f. Each Chargeable e-Alert sent will be charged for on an individual basis. If the same e-Alert is received via e-mail and SMS message, this will count as two e-Alerts for the purpose of charging.
- g. You will ensure that there are sufficient funds/credit in your Nominated Account to cover accrued charges.

12. e-Alert Suspension and Termination

- a. You may terminate or suspend service at any time by completing the relevant screen on the website.
- b. Termination, in respect of the calculation of charges, will be effective on the month following the month in which your termination request was made or the e-Alert Services was terminated by us.
- c. If the e-Alert Services is suspended or terminated then, with immediate effect, no e-Alert will be sent during the period of suspension or at all in the event of termination.
- d. We may suspend or terminate the e-Alert Services if it is suspected they have not been received by you or are being accessed by unauthorised person.
- e. We can suspend or terminate the e-Alert Services at any time and in our absolute discretion and we will be entitled to deduct any outstanding fees or charges from the Nominated Account.
- f. If you are receiving Chargeable e-Alert and/or there are charges outstanding as at the date of termination, these costs shall be deducted by us from your Nominated Account on the 5th day of the month following the month in which you terminated.
- g. Payment for the e-Alert Services is in arrears and any sums paid are non-refundable.
- h. Any termination or suspension of the e-Alert Services is without prejudice to and shall not affect the liabilities and rights which have accrued between you and us prior to the date of suspension or termination.

13. Applicable Terms

- a. When you use the e-Alert Services, you must comply with these Terms and Conditions and other applicable terms and conditions including those of our website from which you access the e-Alert Services which include the Important Message to Readers and Internet Privacy Policy Statement.
- b. If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to your use of the Service) override those other terms and conditions to the extent that there is a contradiction.

14. Waiver

- a. A waiver by us of any provision of these Terms and Conditions will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
- b. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.
- c. Our rights and remedies under these Terms and Conditions, are cumulative and do not exclude other rights and remedies provided by law.

SCHEDULE V

TERMS AND CONDITIONS FOR HANG SENG e-STATEMENT / e-ADVICE SERVICE

1. Definitions

In these Terms and Conditions, unless otherwise provided, capitalised terms shall have the meanings given to them in the Hang Seng Business e-Banking Services Terms and Conditions, and in addition, references to:

"Account" means any 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 under the same business identification number 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;

"Designated Electronic Mail Address" means the electronic mail address notified to or registered with the Bank in such manner as the Bank may prescribe or agree from time to time, to which e-Advices, e-Statements or alert messages may be sent by the Bank;

"Designated Email Recipient" means, in respect of a Designated Electronic Mail Address, the user of that Designated Electronic Mail Address;

"Designated Mobile Phone Number" means the mobile phone number notified to or registered with the Bank in such manner as the Bank may prescribe or agree from time to time, to which alert messages may be sent by the Bank;

"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 or electronic 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;

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

"Service" means the service of providing such e-Advices and e-Statements in such manner and in connection with or in relation to such Account(s) or of such products and services as the Bank may in its absolute discretion prescribe from time to time, together with 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, personal digital assistants, mobile phones and any other electronic media and/or equipment employed to use the Service.

2. Terms of Use

- (a) The use of the Service shall be at all times be governed by these Terms and Conditions. These Terms and Conditions are in addition to and supplement but do not supersede or replace the prevailing terms and conditions for any Account, the use of Hang Seng Business e-Banking and other products and services offered by the Bank (collectively "Other T&Cs") which shall continue to apply unless otherwise provided. The Customer is advised to re-read Other T&Cs in conjunction with these Terms and Conditions 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 its 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 T&Cs, these Terms and Conditions will (in relation to the provision or use of the Service or where the Service is concerned) override Other T&Cs to the extent there is a contradiction.
- (d) The Customer shall procure each Designated Email Recipient to comply with these Terms and Conditions.

3. Customer's Acceptance and Authorization

- (a) Subject to these Terms and Conditions, the Customer agrees and consents to the Bank providing the e-Advices and e-Statements in the manner described in Clause 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 these Terms and Conditions.

- (c) The application for the use or termination of the Service from the Customer shall be given in such form and manner, by such means and subject to such additional terms and conditions 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.
- (e) The Customer confirms that it has assessed and analysed and it understands, acknowledges and accepts all possible risks involved in using the Service including, without limitation, the e-Advice or e-Statement being intercepted, monitored, amended, tampered with or being sent or disclosed to other parties without the authorization of the Customer.

4. Customer's Information

- (a) The Customer (and, where applicable, for and on behalf of each of the directors, authorized persons and other officers or representatives of the Customer("such individuals")) agrees and acknowledges that the Customer's data, the personal data of such individuals and all other details and information relating to any transactions or dealings between the Customer or such individuals with the Bank may be used, held, processed and disclosed by the Bank in connection with the provision of the Service to the Customer or for such marketing and other purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to customers and other individuals from time to time. The Customer (and, where applicable, for and on behalf of each of such individuals) authorizes the Bank to use, hold, process, disclose, transfer (whether within or outside Hong Kong) obtain and/or exchange such 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 such purposes in accordance with Hang Seng's policies on use and disclose of data as set out in statements, circulars, notices or terms and conditions made available by the Bank to customers and other individuals from time to time.
- (b) The Customer warrants that all particulars given to the Bank are to the best of the Customer's knowledge complete, correct, accurate and up-to-date at all relevant times and undertakes to promptly notify the Bank (via such means and in such format and manner as shall be acceptable to the Bank) of any changes thereto.

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. 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 by the Bank.
- (b) The Service may be provided by the Bank by providing the Customers with such e-Advice or e-Statement as may be covered by the Service and/or selected by the Customers to the extent acceptable by the Bank in one or more of the following manners as the Bank shall determine from time to time:
 - i. by electronic mail transmission to the 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 Customer's Hang Seng Business e-Banking to access, view and download the e-Advice or e-Statement; and/or

- ii. by placing the e-Advice or e-Statement in the Customer's Hang Seng Business 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 or whether e-Advice or e-Statement, or in relation to which 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, the covering email, or any hyperlink(s) attached as an offer, invitation 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 offer, 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 Business e-Banking or the Bank's website or electronic communications such as electronic mail.
- (e) The Customer agrees that: (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 provided 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) where the Bank has designated or, as the case may be, the Customer has selected to the extent acceptable by the Bank, a certain types, categories or groups of e-Advice or e-Statement to be sent to the Designated Electronic Mail Address or placed in the Customer's Hang Seng Business e-Banking under the Service, the Bank may, without further notice and unless the Bank specifies otherwise, 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 acceptable to the Bank 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 placed in the Customer's Hang Seng Business e-Banking, the Bank may, in its own discretion, send an alert message to the Designated Electronic Mail Addresses or the Designated Mobile Phone Numbers or both last maintained in the Bank's record when the e-Advice or e-Statement is placed in the Customer's Hang Seng Business e-Banking. Such alert message, if sent by the Bank, will only be sent once. It is the sole responsibility of the Customer to frequently and regularly check the Designated Electronic Mail Address and/or Designated Mobile Phone Number for such alert message and check if the e-Advice or e-Statement has been placed in the Customer's Hang Seng Business e-Banking.

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 accessing, receiving, viewing and/or downloading 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 in order to use the Service.

- (b) The Customer shall be responsible for providing to the Bank any personal data or other information the Bank may reasonably request for the purposes of providing the Service to the Customer and a valid and updated Designated Electronic Mail Address (or such other number of Designated Electronic Mail Addresses as the Bank may agree) to which e-Advices, e-Statements or alert messages (if any) may be sent by the Bank. The Customer shall also maintain or procure to be maintained and provide a valid and updated Designated Mobile Phone Number (or such other number of Designated Mobile Phone Numbers as the Bank may agree) to which alert messages (if any) may 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, Designated Mobile Phone Number or other personal data or such information 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 Designated Mobile Phone Numbers which may be notified to or registered with the Bank for using 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 Designated Electronic Mail Address, the Customer and/or where applicable, each Designated Email Recipient may be requested to create a user name and password when the Customer applies for the Service or at such other time as the Bank may require.
- (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 60 days where the e-Advice or e-Statement is a monthly credit card e-Advice or e-Statement and 90 days for all other e-Advices and e-Statements after the Bank has sent the e-Advices or e-Statements to the Customer's Designated Electronic Mail Address or, as the case may be, placed the same in the Customer's Hang Seng Business e-Banking.
- (h) It is the sole responsibility of the Customer to frequently and regularly check the email at the Designated Electronic Mail Address and/or the Customer's Hang Seng Business e-Banking for e-Advices and e-Statements. Clause 6(g) above shall apply regardless of whether or not the Customer or any Designated Email Recipient has opened, accessed, received, viewed or examined the e-Advices and e-Statements.
- (i) The Customer acknowledges and agrees that any Advice or Statement provided in the form of e-Advice or e-Statement via the Service shall be deemed to be delivered to, and duly served on and received by, the Customer (1) in the case where it is sent by electronic mail transmission to the 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 placed in the Customer's Hang Seng Business e-Banking, at the time when the e-Advice or e-Statement is placed in the Customer's Hang Seng Business 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 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 Business e-Banking.

- (j) Where any e-Advice or e-Statement is sent to the Designated Electronic Mail Address, the Bank will only send it once. If the Customer or the relevant Designated Email Recipient deletes any e-Advice or e-Statement which the Bank has sent to the Customer's Designated Electronic Mail Address or if the e-Advice or e-Statement so sent 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 placed in the Customer's Hang Seng Business e-Banking, such e-Advice or e-Statement will only be made available in the Customer's Hang Seng Business e-Banking for a designated period of time determined by the Bank from time to time and thereafter, they will be deleted and removed from the Customer's Hang Seng Business e-Banking. It is the Customer's duty to examine the e-Advices and e-Statements promptly and download and save an electronic copy of each of the e-Advices and e-Statements in the Customer's own computer storage or print a hard copy of each of the e-Advices and e-Statements for future reference before they are deleted from the Customer's Hang Seng Business e-Banking. 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 e-Advice or e-Statement in hard copy form, the Bank shall only re-send such e-Advice or e-Statement in hard copy form by post and not in the form of e-Advice or e-Statement via the Service.
- (k) Where the Service utilizes proprietary software of the Bank or other member of the HSBC Group, its affiliates and/or other software supplier, 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, decompile, 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, with or without notice to the Customer suspend or terminate the Service or any part thereof at any time 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 Customer may terminate the use of the Service by giving instructions to the Bank in accordance with Clause 3(c).
- (c) The Bank will not assume any liabilities or responsibilities for any such suspension or termination of the Services under any circumstances.
- (d) Upon suspension or termination of the Service, the Bank will revert back to sending the Advices and Statements to the Customer by post in hard copy form to the Customer's designated mailing address or any other method as last agreed between the Customer and the Bank prior to the first use of the Service by the Customer or as permissible under applicable laws, rules and regulations until the Service is resumed either by the Bank or by

- the Customer in accordance with the Bank's procedure applicable at the time.
- (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 Bank reserves the right to at any time and from time to time impose fees and charges for the Service with reasonable notice.
- (b) The Customer shall bear, and authorizes the Bank to debit, without further notice to the Customer, from any of the Accounts, any fees, charges or expenses which the Bank may impose under and in connection with the Service, including, without limitation, such fees, charges or expenses for re-sending any e-Advice or e-Statements in hard copy form by post 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.
- (c) The Customer will ensure that there are sufficient funds or credit in any of the Accounts to cover accrued charges.

9. Electronic Mail and System Security

- (a) The Customer must, and must ensure that each Designated Email Recipient shall, keep any password and security details secure and confidential at all times and take all reasonable precautions to prevent unauthorized or fraudulent use thereof and ensure that unauthorized or fraudulent access to the Service is prevented.
- (b) The Customer should, and must ensure that each Designated Email Recipient should, change its password regularly to prevent unauthorized or fraudulent access to the Service.
- (c) The Customer should, and must ensure that each Designated Email Recipient should, never respond to a request purportedly from the Bank via the Service to provide the Customer's account, its password, personal information or security details by electronic mail as the Bank will never make such a request.
- (d) The Customer should, and must ensure that each Designated Email Recipient should, never provide the Customer's account, its password, personal information or security details on screen following a website hyperlink from an e-Advice or e-Statement or any email sent by the Bank 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, any password, personal information or security details.
- (e) Each of the Customer and the Designated Email Recipient must inform the Bank as soon as possible if any email, access to the Customer's Hang Seng Business e-Banking, e-Advices, e-Statements, or website hyperlink appears to be irregular, or if the Customer or any Designated Email Recipient suspects that someone knows its user name and password or may have unauthorized access to its email or the Customer's Hang Seng Business e-Banking.
- (f) e-Advices and e-Statements sent by the Bank are one-way and the Customer and the Designated Email Recipient 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 or any Designated Email Recipient, the Customer or such Designated Email Recipient should avoid choosing a user name and password which are easy to guess.

- (h) The Customer and the Designated Email Recipient 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 (according to the service scope of the Service as shall be determined by the Bank from time to time) have been sent to the Designated Electronic Mail Address or placed in the Customer's Hang Seng Business e-Banking 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 delivered or received properly or at all.
- (b) The Bank will not be liable for any disclosure of confidential information where the Customer and the Designated Email Recipient have 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 providing the Service or in transmitting information to the Customer or any other person 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, damage or expense that the Customer or any other person may incur including, without limitation, any loss, damage or expense caused to the data, software, computer, Telecommunications Equipment or other equipment of the Customer or such other person in connection with the use of the Service unless such loss, damage or expense 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 (as specified in the Bank's notice) will constitute acceptance without reservation 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. All parties 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. Communication

Any notice or communication (excluding the e-Advice and e-Statement) delivered under these Terms and Conditions personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by the Customer to the Bank via such means and in such format and manner as shall be acceptable to the Bank, (where sent by post) 48 hours after posting if such address is in Hong Kong and seven days after posting if such address is outside Hong Kong or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified by the Customer to the Bank via such means and in such format and manner as shall be acceptable to the Bank. Notice or communication sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

16. 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.

**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/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/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/credit facilities or provision of related banking/financial services or compliance with any laws or guidelines issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services or comply with any laws or guidelines issued by regulatory or other authorities.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking/financial relationship, for example, when data subjects write cheques, deposit money or carry out card transactions.
4. The purposes for which data relating to data subjects may be used are as follows:-
 - (i) the daily operation of the banking/financial services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank’s credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects’ use;
 - (vii) marketing the following services or products (in respect of which the Bank may or may not be remunerated):
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products; and
 - (c) services and products offered by the Bank’s co-branding partners and entities with whom the Bank provides affinity/ co-branded/private label credit card services (“co-branding partners”) (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); andthese services or products may be provided and/or marketed by:
 - (a) the Bank and/or any other member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty or privileges programme providers; and/or
 - (d) co-branding partners of the Bank and/or any other member of the HSBC Group;
 - (viii) determining the amount of indebtedness owed to or by data subjects;
 - (ix) 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;
 - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by

regulatory or other authorities with which the Bank or any of its branches are expected to comply;

- (xi) 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;
 - (xii) exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant") and co-branding partners;
 - (xiii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xiv) 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 member of the HSBC Group 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 or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (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;
 - (vii) any card acquirer of a merchant; and
 - (viii) (a) any member of the HSBC Group;
(b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
(c) third party reward, loyalty and privileges programme providers;
(d) co-branding partners of the Bank and/or any other member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
(e) third party service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii).

Such information may be transferred to a place outside Hong Kong Special Administrative Region.

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;
 - (iv) to be informed on request 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; and
 - (v) in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier.
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 is as follows:-
- Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong
Fax: (852) 2868 4042
9. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event data subjects wish to access credit reports, the Bank will advise the contact details of the relevant credit reference agency.
10. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: February 2011



恒生銀行
HANG SENG BANK

HANG SENG BUSINESS e-BANKING SERVICES

CUSTOMER GUIDE

Member HSBC Group 匯豐集團成員

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 (Designated Beneficiary Account)	5,000,000
Fund Transfer to Other Accounts in Hang Seng Bank, other local and overseas banks (Non-Designated Beneficiary Account)	500,000
Autopay	3,000,000
Bill Payment	1,000,000

- Company can nominate up to 2 Primary Users to singly or jointly exercise the following Management Control functions online:
 - viewing of Maximum Portfolio Daily Limits;
 - reduction of Maximum of Portfolio Daily Limits;
 - reviewing profiles of Primary User(s) and/or Secondary User(s);
 - amending profiles of Primary User(s) and/or Secondary User(s);
 - set up of new Secondary User(s) profiles;
 - deleting the Secondary User(s) profiles;
 - viewing the Designated Accounts;
 - viewing and amending the mode of operation (ie authorisation matrix) of the Designated Accounts, including Import/Export Trade Account (sole authorisation for online transaction is the default setting);
 - accepting (subject to the applicable terms and conditions) and/or declining new Services introduced by the Bank from time to time (if applicable);
 - application of the Management Control setting to the designated accounts of the Related Company (if applicable); and
 - other functions specified by the Bank from time to time.
- 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.

- Fund Transfer to Non-Designated Beneficiary Accounts will only be available when the Company has applied for the Fund Transfer to Designated Beneficiary Accounts at the same time.
- Fund Transfer to Other Accounts in Hang Seng Bank, other local and overseas banks can be made to Designated Beneficiary Accounts and Non-Designated Beneficiary Accounts.
- The Primary User(s) shall be authorised by the Company to complete the Designated Beneficiary Accounts Details. Such Designated Beneficiary Accounts Details should be signed by the Primary User(s) singly/jointly.
- 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⁾	Using Hang Seng Business e-Banking Services – Password Reset Request Form ⁽¹⁾
Changes on Company Portfolio				
■ Reduce Maximum Portfolio Daily Limits	✓			
■ Add/Amend/Delete accessible accounts and account alias	✓ ⁽²⁾		✓	
■ Amend Accounts Designation Method			✓	
■ Add/Amend/Delete Autopay account and description			✓	
■ Add/Delete beneficiary accounts	✓ ⁽³⁾			
■ 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			✓ ⁽⁴⁾	
■ 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 Hang Seng Business e-Banking Username		✓		
■ Reactivate Business e-Banking services of Primary or Secondary Users		✓		
■ 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			✓	
■ Reset logon password of Primary User or Secondary User				✓

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) Only applicable to Add/Amend/Delete Account Alias.

(3) The Primary User(s) shall be authorised by the Company to complete the Designated Beneficiary Accounts Details. Such Designated Beneficiary Accounts Details should be signed by the Primary User(s) singly/jointly.

(4) 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
- Security Device
- 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 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)

3.2 128-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.

3.3 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.

3.4 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 hangseng.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.