

EASY PAY SERVICE TERMS AND CONDITIONS

IMPORTANT! You should not use any jailbroken mobile telephones which may have security loopholes to log on to Hang Seng Personal e-Banking.

1. **Scope of the Service**

We have the right to specify or vary the scope and extent of the Service and its features from time to time without prior notice.

2. **Applicable terms**

2.1 Our provision and your use of the Service are governed by these Terms and Conditions.

2.2 In addition, all agreements, terms and conditions governing the respective accounts, services and products covered by the Service from time to time continue to apply unless we agree otherwise. For the purpose of the Service, the provisions of these Terms and Conditions prevail over such other agreements, terms and conditions to the extent of any inconsistency between them.

2.3 By using (which includes registering for) the Service, you will be considered to have accepted these Terms and Conditions and such other agreements, terms and conditions and will be bound by them.

3. **Registering and using the Service**

3.1 Before you can use the Service, you must:

- (a) maintain a valid PIB Profile;
- (b) download our Hang Seng Personal Banking mobile app (“App”) and set up such security details that we request;
- (c) have a mobile telephone number which is unique in our record;
- (d) have a valid email address maintained in our record; and
- (e) register for the Service in such manner or form accepted by us from time to time.

3.2 During the registration you must link one Hang Seng Eligible Account of your choice to your mobile telephone number and email address in the record of Hang Seng. This is your designated account to make and receive payments through the Service.

3.3 You can change the designated Hang Seng Eligible Account that makes and receives payments through the Service by selecting “Settings” under “Easy Pay” from the menu within the App.

3.4 You can use the Service to make a payment to anyone who is a registered user of Hang Seng Personal e-Banking with a Hang Seng Eligible Account added to online access or a HSBC Personal Internet Banking with a HSBC Eligible Account added to online access (a “receiver”), provided you have the receiver’s mobile telephone number in the record of Hang Seng or HSBC. The payment will be credited to the receiver’s registered or default Hang Seng Eligible Account or HSBC Eligible Account.

4. **Payment limits**

4.1 The Maximum Limit is a limit set by us from time to time on the maximum total value of payments you can make using the Service on a daily or other basis, which is available in the App and is subject to change.

4.2 You should set a Customer Limit equal to or less than the Maximum Limit during registration of the Service, and may subsequently change it, by selecting “Settings” under “Easy Pay” from the menu within the App.

4.3 If we reduce the Maximum Limit to an amount which is less than the Customer Limit, your Customer Limit will be reduced to match the Maximum Limit. We may reduce the Maximum Limit if we reasonably suspect fraud or we believe there is a material risk or security issue. We will tell you if we reduce your Customer Limit although we may not be able to contact you in advance.

5. **How to make a payment**

5.1 You can use the Service to make Hong Kong dollar payments. You must provide us with the following information for us to be able to make a payment from your designated Hang Seng Eligible Account:

(a) The mobile telephone number of the person you want to pay. This is the information that we require to identify the receiver’s account; and

(b) The amount of the payment.

5.2 **Once you have provided the above information we will re-present it to you so you can check it is correct. We will also present to you partially masked account name that is linked to the mobile telephone number that you provided. You must check this information carefully and if you are in any doubt that you are paying the correct person you must not press [“confirm”] and instead pay the receiver by an alternative method. We cannot and have no obligation to verify if the account identified by the mobile telephone number that you provided is the account of the person you want to pay.**

5.3 **Once you have pressed the [“confirm”] button you are confirming that all information that you have input and the receiver’s account name we have presented to you is**

correct and this is your agreement for us to make the payment. You cannot cancel your instructions once you have pressed [“confirm”].

- 5.4 If the mobile telephone number you have provided to us cannot be found in the record of Hang Seng or HSBC, we will be unable to make the payment. We will advise you if this is the case.

6. Unauthorised transactions

- 6.1 You must check your account statements regularly and carefully. You must notify us promptly and in such manner as we may accept from time to time if there is a transaction you do not recognize or if you think we have made a payment incorrectly. If we do not receive any such notice from you within ninety (90) days after we deliver the account statements, you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to any errors.

- 6.2 You must keep your mobile telephone under personal control and keep your password, account and security details secret. You must take all reasonable precautions to prevent loss, theft or unauthorised or fraudulent use of your mobile telephone, your password, account, security details or other confidential information.**

- 6.3 You must inform us as soon as reasonably practicable and in such manner as we may accept from time to time of any matter which may affect our provision of or your use of the Service. These matters include the following (or any of them):**

- (a) if you know or suspect that any person knows your password or your PIB Profile log-on credentials;**
- (b) if you know or suspect that any person has, without your authorisation, accessed your mobile telephone or PIB Profile; and**
- (c) if your mobile telephone number has changed.**

- 6.4 You are solely responsible for:

- (a) paying the fees, charges and expenses for your mobile telephone and the services provided by your telecommunications service provider; and
- (b) complying with the terms and conditions governing your mobile telephone and the services provided by your telecommunications service provider from time to time.

- 6.5 You should refer to the security advice provided by us from time to time and observe in a timely manner the relevant security measures in using the Service as we may specify on-line or otherwise from time to time.**

7. Limitation of our liability and your indemnity

7.1 Except as set out in Clause 7.2, we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):

- (a)** any failure or delay in providing the Service for any reason (including as a result of failure or error of any computer or electronic system or equipment);
- (b)** any disclosure of confidential information;
- (c)** any loss or damage to your data, software, mobile telephone or other equipment arising from or in connection with your use of the Service; and
- (d)** any error in the information you provided and confirmed for a payment instruction.

7.2 If it is proved that the events in Clause 7.1 was caused by negligence or wilful default of **(a)** ours, **(b)** our agents or nominees, or **(c)** our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

7.3 We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing the Service to you to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees.

7.4 (a) Except as set out in Clause 7.4(b), you will indemnify and reimburse **(i)** us, **(ii)** our agents and nominees, and **(iii)** our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with our provision or your use of the Service. This indemnity will continue after the termination of the Service.

- (b)** If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 7.4(a) was caused by negligence or wilful default of **(i)** ours, **(ii)** our agents or nominees, or **(iii)** our officers or employees or that of our agents or nominees, then you are not liable under Clause 7.4(a) to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

8. Termination or suspension of the Service

- 8.1 You may terminate the Service at any time by giving us notice in such manner accepted by us from time to time.
- 8.2 We have the right to suspend or terminate all or any part of the Service for any reason without notice and without giving reason.
- 8.3 Without limiting or reducing the effect of Clause 8.2, we may suspend or terminate all or any part of the Service without giving you notice in the following cases (or any of them):
- (a) if you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
 - (b) if your account or PIB Profile is, or we reasonably suspect your account or PIB Profile is, being used for an illegal purpose;
 - (c) if you are, or we reasonably suspect you may be, acting fraudulently;
 - (d) if you are, or we reasonably suspect you may be, using the Service to send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information;
 - (e) if we have reasonable grounds to suspect that your security details have not been kept safe;
 - (f) if any information you provided to us in connection with the Service is or becomes incorrect or incomplete;
 - (g) if there is equipment, system or network breakdown or maintenance; and
 - (h) if the relevant telecommunications service provider modifies its network or services.
- 8.4 Any suspension or termination of the Service does not affect the liabilities and rights between you and us respectively before the date of suspension or termination.

9. **Variation of terms**

We have the right to vary these Terms and Conditions (including any fees and charges) from time to time. We will give you notice by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to terminate the Service with effect before the date on which that variation takes effect.

10. **Waivers and remedies**

A waiver by us of any provision of these Terms and Conditions will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. No failure or delay by us in exercising any right, power or remedy will operate as a waiver

of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

11. **Communications**

11.1 Unless we specify otherwise, you will be considered as having received any notice given by us:

- (a) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
- (b) 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
- (c) immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
- (d) immediately after emailing it to the email address last notified in writing by you (if sent by email); or
- (e) immediately after placing it in the PIB Profile maintained by you with us (if made available there).

11.2 Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

12. **Your information**

12.1 You confirm that all your information provided to us is, to the best of your knowledge, complete, accurate and up-to-date.

12.2 You agree to inform us promptly in writing if there are any changes to your information supplied to us from time to time.

13. **Partial invalidity**

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

14. **Third party rights**

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

15. **Governing law and version**

15.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

15.2 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

16. **Jurisdiction**

16.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.

16.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

Definitions

Customer Limit means a limit you choose, for the maximum total value of payments you can make using the Service, which is equal to or less than the Maximum Limit.

Hang Seng Eligible Account means any sole name Hong Kong dollar accounts maintained with and acceptable by us from time to time.

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

HSBC means The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) with central entity number AAA523, and its successors and assigns.

HSBC Eligible Account means any of your sole name Hong Kong dollar accounts maintained with and acceptable by HSBC from time to time.

include means include, without limitation, and "includes" and "including" shall be construed accordingly.

Maximum Limit has the meaning given to it in Clause 4.1.

person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

PIB Profile means your personal profile in Hang Seng Personal e-Banking through which you can access, view and transact your accounts maintained with us and use other services after entering your personal log-on credentials.

Service means the Hang Seng Easy Pay service which we may provide pursuant to these Terms and Conditions.

you or your means each person to whom the Service is provided and, where the context permits, includes any individual authorised by you to give instructions relating to the Service.

we, us, our or Hang Seng means Hang Seng Bank Limited whose registered office is at 83 Des Voeux Road Central, Hong Kong, and its successors and assigns.