



## HANG SENG BUSINESS e-BANKING SERVICES TERMS AND CONDITIONS

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## [NOTICE TO CUSTOMERS AND OTHER INDIVIDUALS RELATING TO THE PERSONAL DATA \(PRIVACY\) ORDINANCE](#)



## 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 and/or the App.
- 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 (including its Schedules) 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, End User License Agreement for the App and the Bank's Important Message to Readers and Internet Privacy Policy Statement) mentioned in this Agreement.

"App" means the Hang Seng Business Mobile Application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by the Bank, through which the Customer Delegates can access some of the Hang Seng Business e-Banking Services.

"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.

"Authentication Tools" means any tools as shall be prescribed or designated by the Bank from time to time used for authentication, including the Security Device, Mobile Security Key and Identifiers.

"Bank" (also "we", "us", "our") means Hang Seng Bank Limited.

"Business Mobile Banking" means Hang Seng Business e-Banking available through the App.

"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.

"Functions" means the functions and capabilities provided by the Bank from time to time under Hang Seng Business e-Banking to facilitate the access and use of the Bank's products and services and/or to provide information about the Bank's products and services.

"End User License Agreement for the App" means the end user license agreement issued by us from time to time relating to the use of the App.

"Hang Seng Business e-Banking" means Hang Seng Business e-Banking available through the Internet including Business Mobile Banking, being an electronic channel to enable the Customer to access and operate its accounts and the Bank's products and services, and includes the Functions.

"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 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 Hang Seng Business e-Banking and any product or service provided by the Bank or via the Bank to the Customer through 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.

"Identifier" means any identifiers or security questions and answers as shall be prescribed by the Bank from time to time and adopted by the Customer or any Customer Delegate 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.

"Information" means financial, market or other information and data in the form of reports compiled in any form, medium or means supplied by an Information Provider.

"Information Provider" means a person who supplies any Information and this expression shall also include a person who supplies Information to an Information Provider.

"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.

"Mobile Security Key" means a feature within the App which is a software-based Authentication Tool used for authentication, as the Bank may provide from time to time;

"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, Security Code and password associated with any Mobile Security Key) 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.

"Reports" means a report or reports compiled from Information in any form, medium or means.

"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, the Information and Reports 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. We may also provide certain products and services to you using or via the Hang Seng Business e-Banking from time to time which are subject to the terms of this Agreement, its Schedules and other specific terms and conditions governing such products and services. Where there is any discrepancy between the specific terms and conditions governing such products and services or the Schedules of this Agreement and other terms of this Agreement, the other terms of this Agreement shall prevail insofar as it relates to the use of Hang Seng Business e-Banking.
- 2.2 The Bank has the right, in its absolute discretion, to determine and vary from time to time the scope and type of Hang Seng Business e-Banking Services to be made available including, without limitation : -
  - 2.2.1 expanding, modifying or reducing the Hang Seng Business e-Banking Services at any time;
  - 2.2.2 imposing and varying any restrictions on the use of the Hang Seng Business e-Banking Services such as minimum and maximum daily limits of any transaction or dealing or any type of transactions or dealings which



- you or the Customer Delegates may conduct by using the Hang Seng Business e-Banking Services; and
- 2.2.3 reducing or re-setting daily limits (whether designated by you or the Bank) to a lower value or down to zero if you or the Customer Delegates have not utilised the relevant Hang Seng Business e-Banking Services for a period of time that the Bank may designate from time to time or if the Bank, in its absolute discretion, determines that any daily limit (whether designated by you or the Bank) does not commensurate with your past account transactions or business needs.
- 2.3 By using Hang Seng Business e-Banking Services:
- 2.3.1 You authorise the Customer Delegates to use Hang Seng Business e-Banking Services to access and operate your accounts, and the Bank's products and services and receive information about the Bank's products and services on your behalf. You expressly direct the Bank to act on the instructions given by the Customer Delegates from time to time, such instructions and the resulting transactions and dealings shall be binding on you. You are responsible for the careful selection of the Customer Delegates being fully aware that the Customer Delegates are and will be given access to various Functions and other Hang Seng Business e-Banking Services.
- 2.3.2 You have duly considered the nature and scope of the Hang Seng Business e-Banking Services and the associated risks. In particular, you expressly confirm the following:
- (a) The Customer Delegates are authorised to give instructions to the Bank through Hang Seng Business e-Banking Services to apply or subscribe for products and services available through Hang Seng Business e-Banking presently or in the future (including investment products and services). The Bank is authorised by you to act on such instructions without further notice to or consent from you.
- (b) The Primary User(s) is/are authorised to perform the management control setting as specified by you and, where applicable, designate the Secondary Users from time to time. The Bank is authorised by you to accept such designation and act on the instructions given by the Secondary Users without further notice to or consent from you.
- (c) You are responsible for (i) taking appropriate measures, having regard to your circumstances, to monitor and control the use of Hang Seng Business e-Banking Services (including any new service subject to the terms and conditions governing the new service) from time to time, and the appointment and change of the Customer Delegates and the designated accounts; and (ii) adopting proper safeguards to ensure that each Customer Delegate acts within the scope and limits of his/her authority in giving instructions to or dealing with the Bank, and to prevent Hang Seng Business e-Banking Services from being used by unauthorised persons or for unauthorised purposes including, without limitation, prescribing maximum daily limits or other restrictions on the amounts which a Customer Delegate may debit or transfer from the designated accounts designated for him/her.
- (d) The Bank is not under an obligation to verify whether the instructions received from the Customer Delegates through Hang Seng Business e-Banking Services are appropriate for or authorised by you.



- (e) All Customer Delegates are authorised to access the Functions without specific designation, unless otherwise required by the Bank. You are responsible for the access of the Functions by any Customer Delegate.
- 2.4 The Hang Seng Business e-Banking, the Hang Seng Business e-Banking Services, the hangseng.com website, the App or parts thereof may be accessed by your Primary Users and/or your Secondary Users using different electronic devices as we may specify or allow from time to time.
- 2.5 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.
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 Identifiers in accordance with the Hang Seng Business e-Banking Customer Guide, this Agreement and/or 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, SMS 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, our website(s) and/or the App 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 and all Customer Delegates 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, your accounts and all Customer Delegates 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 or generally to enable us to provide the Hang Seng Business e-Banking Services.
- 7.2 You agree that we, and any other members of the HSBC Group, may disclose information relating to you, your accounts and all Customer Delegates 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 Hong Kong SAR and the European Economic Area (EEA).
- 7.3 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.
- 7.4 Where our service provider is situated outside the Hong Kong SAR in an area where there are less data protection laws, we will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in the Hong Kong SAR.
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, communications systems and other applicable electronic devices, and in particular your and any of your Customer Delegates' control of Passwords and Authentication Tools 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, including the access thereto by each of your Customer Delegates using different electronic devices permitted by our Bank, 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 Authentication Tools 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 and/or Identifiers 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 and/or Identifiers 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 and/or Identifiers which may be easy to guess such as passwords and/or identifiers 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 and/or Authentication Tool;
  - 8.4.6 never record their Passwords and/or Identifiers on any software which retains it automatically (for example, any screen prompts on certain electronic devices 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 and/or Identifiers on a regular basis and not alternate between passwords and/or identifiers;
  - 8.4.9 never personalise their Authentication Tool in such a manner so as to allow or facilitate anyone to link the Authentication Tool to them; and
  - 8.4.10 never allow anyone to come into possession or take control of or use their Authentication Tool.
- 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 electronic devices connected to a local area network (LAN) or any public Internet access device or access point without first making sure that the electronic devices 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 and/or Identifiers of one or more of the Customer Delegates or has access to their



Authentication Tools. 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) and/or Identifiers (as the case may be) immediately to one which they have not used before.

You hereby agree to comply immediately with all reasonable request 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 immediately take 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 must, and must also ensure that your Customer Delegates, keep any electronic devices you use to access Hang Seng Business e-Banking secure and safe at all times and take steps to prevent unauthorized use, access to or loss thereof, including, without limitation, the installation of appropriate and updated security software or devices to safeguard the information and data contained in these electronic devices which may lead to or facilitate unauthorized access to the Hang Seng Business e-Banking, the Hang Seng Business e-Banking Services, the App or the hangseng.com website. You and your Customer Delegates must notify us immediately upon any unauthorized access to or the loss of such electronic devices.
- 8.11 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.
- 8.12 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

- 9.1 You are aware and acknowledge that the Information and Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression are trade secrets and are confidential and proprietary property of the Bank and the respective Information Providers.
- 9.2 You and your Customer Delegates must not do or attempt to do any of the following:
  - 9.2.1 Sell, transfer, disclose, assign, convey, lease, sub-licence, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any of the Information and Reports in any form whatsoever.
  - 9.2.2 Remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Information and/or the Reports, including any trademark or copyright notice.
  - 9.2.3 Incorporate in any of the Information or Reports with any other programmes.
- 9.3 The restrictions on confidentiality in respect of the Information and/or the Reports referred to in Clause 9.1 shall not apply where:



- 9.3.1 the disclosure is compelled by law but only to the extent required by law and only after you have given written notice of the requirement to disclose to us; or
- 9.3.2 We have written to agree to the disclosure.
- 9.4 You agree that all right, title and interest to the Reports and Information and any and all copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works remains ours and the Information Provider's exclusive property. Other than accessing the Information and Reports in accordance with this Agreement, you do not have or acquire any right or title to the Information and the Reports. Accordingly you must not represent or act in such a manner to indicate that you have acquired any of the foregoing rights.
- 9.5 An Information Provider can impose its own terms in relation to the Information or Reports that it supplies. Where these terms have been made known to you and you continue to access this Information and/or Reports after the data that these terms, comes into effect, you will be considered to have accepted those terms of the Information Provider.
- 9.6 The Information and Reports are available for information and general reference only and not intended to provide professional investment or other advice or for trading or other purposes.
- 9.7 You acknowledge that it is your responsibility to independently determine market prices and rates for trading purposes, to verify any Information and/or Report before acting on it and to seek independent legal, accounting and tax advice in connection with the use of Hang Seng Business e-Banking, Hang Seng Business e-Banking Services, the Information and/or the Reports and the terms of this Agreement and other issues which may affect you under all applicable laws.
- 9.8 The Information and Reports are supplied by the Information Provider and we are making this available to you as we receive this from the Information Provider. This does not mean or imply that we endorse the content of the materials by our simply making the Information and Reports available. We are not responsible for verifying the content of any Information or Reports.
- 9.9 No warranty, representation or guarantee of any kind relating to the Information and/or Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorized to give any such warranty, representation or guarantee.
- 9.10 Neither we nor the Information Provider guarantee the accuracy, completeness, reliability, truth or timeliness of any of the Information and Reports or that it is fit for any purpose. Therefore we and the Information Provider are not liable to you or any other person (whether in tort or contract or otherwise) if you rely on the Information and/or the Reports.
- 9.11 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. AUTHENTICATION TOOLS



- 10.1 We grant you the rights to use the Authentication Tools we provide to you from time to time for its intended purpose. The Authentication Tools, where applicable, shall remain the property of the Bank or relevant member of the HSBC Group.
  - 10.2 We will make all reasonable efforts to ensure that any Authentication Tools 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 Authentication Tools fails to function correctly.
  - 10.3 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Authentication Tools.
  - 10.4 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 Authentication Tools.
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 inform 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 App through which you and/or your Customer Delegates access Hang Seng Business e-Banking 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 using such means of notification as we deem appropriate. 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 10.2, 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 Authentication Tools 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 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 and your Customer Delegates agree you and your Customer Delegates 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 when signed, or purporting to be signed, as described in Clause 15.3 below. Such instructions and requests may include, without limitation, the giving by you to us of requests (a) to remove or replace any Primary User; (b) to reset any Passwords and/or Identifiers; or (c) to take any action to promote the continued and orderly operation of Hang Seng Business e-Banking or the Hang Seng Business e-Banking Services.
- 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.

15.5 You request and authorise us to allow your Customer Delegates to, if they so instruct our Bank, use the same Passwords and/or Identifiers they use to access your Hang Seng Business e-Banking portfolio to access other Hang Seng Business e-Banking portfolio(s) of which they are also Customer Delegate(s) and to also link these portfolios together so that your Customer Delegates are able to view and transact all such Hang Seng Business e-Banking portfolios once they log-on to Hang Seng Business e-Banking.

#### 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](http://hangseng.com) website) and the App 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), the App 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 electronic 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. Neither we, any member of the HSBC Group nor the Information Provider warrants or represents that the Information and/or Reports are free from virus, electronic viruses or other destructive features which may adversely affect your hardware, software or equipment.

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 or your Customer Delegates' data, software, computer, computer networks, telecommunications, electronic devices 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 AND SUSPENSION

18.1 You may terminate use of Hang Seng Business e-Banking on not less than 30 days' notice to us except that your Customer Delegates may terminate Business Mobile Banking at any time by deleting the App from their mobile device.

18.2 We reserve the right to suspend or terminate use of Hang Seng Business e-Banking and/or all or any Hang Seng Business e-Banking Services by you, at any time and at our sole discretion, with immediate effect by notice (save under exceptional





circumstance when suspension or termination may be made without notice) with or without cause.

- 18.3 Suspension or termination will not affect the rights and remedies of either party accrued to the date of suspension or termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 12 and 20) which is intended to apply after suspension or termination.
- 18.4 You must ensure that neither you nor any Customer Delegates, employees, agents or representatives do anything on or after suspension or termination 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 suspension or termination, all provisions of this Agreement which, in order to give effect to their meaning, need to survive suspension or termination, shall remain in full force and effect. Notwithstanding suspension or 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 electronic devices, 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 email to you or in the case of communications through Hang Seng Business e-Banking or email, to your Customer Delegates 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 email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you or your Customer Delegates (in the case of email) 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 and electronic 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 and the App (together the "Material") is owned by or licensed to us or the HSBC Group unless otherwise noted. Other than in respect of the Information and/or the Reports, 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 Where tools and other facilities ('Tools') are provided to Customer Delegates in connection with the hangseng.com website and the App, such Tools will not be provided as part of the Hang Seng Business e-Banking Services but will be provided by the relevant member of the HSBC Group which is providing such Tools. The provision of the Tools will be subject to the terms and conditions, exclusions and disclaimers relevant to such Tools.
- 20.10 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.
- 20.11 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.
- 20.12 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.

- 20.13 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.
- 20.14 No person other than you and us (which includes our successors and assigns) 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.

## 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 1 - TERMS AND CONDITIONS FOR AUTOPAY SERVICES*

We agree:

1. 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 ("Input"):
  - a. to effect payments from your account(s) to other accounts through interbank electronic clearing system or our system, as the case may be, ("Autopay System") ("AutoPayment"); and/or
  - b. to debit or arrange the debiting of accounts with amounts which you advise are due to you and to transfer such amounts to your account(s) through Autopay System ("AutoCollect") (AutoPayment and AutoCollect collectively, "Autopay Services"); and
2. to provide to you with such software package (the "Package") by way of diskettes, compact disc or other means containing a software programme, including any revisions, supplements or replacements thereto to facilitate:
  - a. your submission of the Input and/or other information (collectively, the "Information");
  - b. your preparation of the Information.

You hereby acknowledge, accept, agree and undertake as follows:

1. The Package, the software 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 Package except that you may use the Package as expressly provided herein;
  - 1.2 keep the Package 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 Package (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 Package (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 Package only in accordance with any manuals or guides issued by us in relation to the Package and adopt up-dates, revisions, supplements and replacements as and when provided by us;
  - 1.6 return the Package (and any reproductions or copies thereof) to us unconditionally and immediately on our request; and
  - 1.7 report any damage to or loss, theft or unauthorised access to or use of the Package (or any part thereof) to us immediately.
2. The Autopay Services are numerically based systems and we shall not be responsible to check that the name of any account holder/beneficiary (as provided in the Information) is identical to the name of any account holder in our records. You confirm and agree 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 and completeness of any Information and we shall not be responsible to check or verify the same and that we shall not be liable for any losses or damages suffered by you arising from any inaccuracies or omissions of any Information.
4. You understand that in case of change of any information provided by you in your application for the Autopay Services (e.g. correspondence address, recipient, email address etc.), you have to advise us of such changes forthwith.
5. 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 thereof.
6. You warrant and represent to us that any Information will be virus-free and accept that we do not have any responsibility or liability for any delay or inability to process the Information as a result of any virus.
  - 6.1 You accept that Information sent to us via on-line transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. You acknowledge and accept that we do not have any liability for any errors or omissions in, loss or late or failure of arrival or receipt of, any Information transmitted via on-line transmission.
  - 6.2 If you are preparing any Information by the use of any software programme not provided by us ("Third Party Software"):
    - 6.2.1 you accept that you shall only use such Third Party Software as are acceptable to us from time to time and we shall be entitled to refuse to accept any Third Party Software at any time without any notice to, reason or consent from you;
    - 6.2.2 you further accept that we are not responsible and do not accept any liability for any losses, damages or expenses or consequential losses, damages or expenses suffered or incurred by you in connection with the Third Party Software, and you are solely responsible for subscribing for the Third Party Software from the service providers of the Third Party Software and shall be fully liable and responsible for all consequences arising from or in connection with the use, suspension or termination of the Third Party Software; and
    - 6.2.3 you represent and warrant that you have the full right to use the Third Party Software.
7. We shall act on any Information on the value date specified by you but shall not be liable for any losses, damages or expenses or consequential losses, damages or expenses suffered or incurred 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 non-clearing day, the next clearing day will be treated as the value date.



8. We will act on any Information before opening of business on the value date specified by you. 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 by you or if we consider we have insufficient time to act.
10. You represent and warrant that all necessary arrangements have been made in respect of any AutoCollect instructions and that we may admit, compromise or reject any claim made against us by any account holder whose account is debited as a result of any collection and may debit your account(s) with us with the amount of any claim admitted or compromised as we shall in our discretion decide.
11. You represent and warrant that you have obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to us in order for us to provide the Autopay Services.
12. 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 terms, representations or warranties herein or any terms and conditions applicable to the services referred to in paragraph 13 below.
13. 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 Services, the Package, Hang Seng HSBCnet Services and/or other services or channels we approve. You understand that in case of transmission of the Information via Hang Seng HSBCnet Services or other services or channels we approve, you must subscribe for Hang Seng HSBCnet Services or other services or channels we approve on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly.
14. You hereby authorise us to debit your account with any charges in respect of the Autopay Services in accordance with the rates published by us from time to time, and if such debit requires the conversion of one currency into another, such conversion shall be effected at the exchange rate which we determine to be prevailing in the relevant foreign exchange market at the relevant time, and such determination shall be conclusive and binding on you.
15. Notwithstanding the terms and conditions of Hang Seng Business e-Banking Services, we may terminate any of the Autopay Services at any time by giving 7 days' prior notice in writing to you and that we may withdraw at any time any of the Autopay Services or the Package or part thereof or any of the services or channels we approve. If the Autopay Services has not been used by you for over one year, we may terminate the Autopay Services without notice to you.
16. We may revise these terms and conditions at any time on giving 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 Autopay Services.
  - 16.1 Notwithstanding Clauses 15 and 16 above, (i) we reserve the right to introduce additional terms and conditions applicable to the Autopay Services, terminate the provision of any Autopay Services, transfer or convert any amount in your account(s) in order to comply with our agreement with the clearing bank or domestic agent bank and any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the People's Republic of China) applicable from time to time (collectively the "Applicable Regulations") without prior notice except as may be otherwise required in the Applicable Regulations; and (ii) we shall have the right





to refuse or at any time terminate the provision of any Autopay Services to you (including without limitation, to decline any transfer or revert any transfer of any sum that has been effected from or to your account(s)) without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.

#### *SCHEDULE 2 - TERMS AND CONDITIONS FOR REMITTANCE*

1. Please refer to the latest Terms and Conditions for Remittance Services of our Bank under the [Account Rules](#), the [Integrated Account Terms and Conditions](#) or the [Business Integrated Account Terms and Conditions](#) (as applicable).

#### *SCHEDULE 3 - 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 Plus ("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 4 - 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 to 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(including, without limitation, the types and delivery channels of e-Alert) and features(including, without limitation, the default recipient) of the e-Alert Services and are entitled to modify, expand or reduce the same at any time with or without notice.
  - b. 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 email.
5. Opening/Operating e-Alert Services
- a. The e-Alert Services are available to you provided that you have appropriate telecommunications equipment and service provider both of which may be determined by us from time to time. You shall notify us immediately upon any changes in any registered information, or disconnection, suspension or termination of your telecommunications equipment /services in relation to the e-Alert Service.
  - 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. 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.
  - d. 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.
  - e. 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.
  - f. You warrant that all particulars given to us are to the best of your knowledge accurate.
  - g. 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. Email e-Alert

- a. If you elect to receive e-Alert by email, 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 email is prevented.
- c. e-Alert sent by email 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 email 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 email 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 email or website hyperlink appears to be irregular.
- g. Any emails sent by us are one-way and you should not reply to such emails.
- h. We will only send emails once. If you delete the email which we have sent you they cannot be sent again.

#### 8. Security

- a. You are responsible for the security of your telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information.
- b. For every account you intend to receive information via the e-Alert Services, you should assign a nickname that is not easy to guess (especially avoid using your company name or account number). A masked account number will be assigned as the nickname for default e-Alert. You should check that the e-Alert received on your mobile phone or by email 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 anyone 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 email 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 nicknames or has unauthorised access to your emails or if your mobile telephone number/email 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 email / website address for email e-Alert to ensure that they are genuine and are sent by us.
- h. If your registered telephone number(s) is/are not Hong Kong telephone number(s) or if you are taking a mobile phone with a registered Hong Kong telephone number outside Hong Kong, you should be aware of the risks 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 have not suspended the e-Alert Services for a registered non-Hong Kong telephone number, or if you are taking a mobile phone with a registered Hong Kong telephone number outside Hong Kong, 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.

#### 9. Liability

- a. If we can show that the e-Alert was 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 8.
- 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 their system operators.

#### 10. Suspension and Termination of e-Alert Services

- a. You may terminate or suspend the e-Alert Services at any time by completing the relevant screen on the website.
- b. If the e-Alert Services are 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.
- c. 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.
- d. 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.
- e. 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.



- f. 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.

#### 11. 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.

#### 12. 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 5 - 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 should 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 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 reminder 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.