



e-Sign Terms and Conditions

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU START THE DIGITAL ID VERIFICATION OR E-SIGN PROCESS AT OUR WEBSITE(S). IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT START THE DIGITAL ID VERIFICATION OR E-SIGN PROCESS AT OUR WEBSITE(S).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words shall have the following meanings:

"Adobe Sign" means the e-signature products and services provided by Adobe Systems Software Ireland Limited, an Irish company with registered office at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland ("Adobe"), via the Adobe Sign platform which is a third party platform not operated by us.

"Banking Document" means any agreement, application or document (in paper, electronic or other form) as required by us from time to time in respect of our banking accounts, products, services, loans and/or facilities (and/or any application for our banking accounts, products, services, loans and/or facilities) as we may provide or prescribe from time to time;

"Chinese Resident Identity Card" means an official identity document for personal identification in the PRC known as "中华人民共和国居民身份证" in Chinese;

"Customer" means the applicant or customer who applies for, or uses, our banking accounts, products, services, loans or facilities;

"Digital ID Verification" means the authentication or verification process of the User's identity via the Hang Seng Business Mobile Application (as updated from time to time) on the User's mobile device;

"e-Sign" means any electronic signature submitted or provided by or on behalf of any Customer or by you in your personal capacity using e-Sign Service, and includes the act of electronic signing through e-Sign Service;

"e-Sign Service" means any electronic signing service or arrangement at any time provided by us for electronic signing of any Banking Document (whether in your personal capacity or on behalf of the Customer) and includes the Website or any electronic signing platform (whether operated by us or any of our agent, contractor or service provider) which is accessible or used in connection with such service or arrangement;

"e-Sign Login Credentials" means e-Sign Password, OTP Password, the User's Hong Kong Identity Card number (or Chinese Resident Identity Card number, as applicable), the User's Registered Mobile Telephone Number and/or any other Password or information that we may from time to time require for verifying the User's identity for e-Sign of a Banking Document;



"e-Sign Password" means a password registered, adopted or re-set by the User from time to time in connection with e-Sign Service;

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

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

"Other Applicable Terms" means our Account Rules, our Business Integrated Account Terms and Conditions, Hang Seng Business Online Application Platform Services Terms and Conditions, our Terms and Conditions for Digital ID Verification, Hang Seng Business e-Banking Services Terms and Conditions, our Standard Terms and Conditions for Banking Facilities and any other applicable agreements or terms and conditions governing the accounts, products, services, loans and facilities provided by us, as may be amended from time to time;

"OTP Password" means a one-time password or verification code at any time sent by us to you at your Registered Mobile Telephone Number for Digital ID Verification or e-Sign Service;

"Password" means any confidential password, phrase, code or number, or any other identification whether issued to you by us or registered, adopted or re-set by you (including any OTP Password) which may be used for Digital ID Verification or e-Sign Service;

"PRC" means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan for the purpose of these Terms and Conditions);

"Registered Mobile Telephone Number" means the User's mobile telephone number provided to us in connection with a Banking Document;

"SZCA e-Sign" means the e-signature products and services provided by SHENZHEN DIGITAL CERTIFICATE AUTHORITY CO., LTD., a PRC company with registered office at Room 301, Building 8, Shenzhen Software Park 1, Gaoxin Central 2nd Road, Nanshan District, Shenzhen ("SZCA"), via the SZCA e-Sign platform which is a third party platform not operated by us.

"User" means any person who uses, or intends to use, Digital ID Verification and/or e-Sign Service;

"we", "us" and the "Bank" means Hang Seng Bank Limited and its successors and assigns, and "our" and "ours" shall be construed accordingly;

"Website" means our website(s) (including any online portal maintained by us); and

"you" means the Customer, and includes the User (whether in his or her personal capacity or on behalf of the Customer); and "your" and "yours" shall be construed accordingly.



1.2 In these Terms and Conditions, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.

2. Supplemental to the Other Applicable Terms

These Terms and Conditions supplement each of the Other Applicable Terms. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of any Other Applicable Terms, the provisions of these Terms and Conditions shall prevail insofar as e-Sign Service is concerned.

3. e-Sign

3.1 The User may act on behalf of a Customer or in his/her personal capacity to access and use our e-Sign Service.

3.2 You represent and warrant that if the User acts for a Customer in using e-Sign Service, the User has been duly authorised to represent the Customer and to sign the Banking Document and confirm the accuracy of the information contained in such Banking Document on behalf of the Customer by e-Sign.

3.3 The User represents and confirms that he/she is physically located in Hong Kong or in the PRC when conducting e-Sign and has full and proper authority from each Customer to e-Sign each Banking Document. We may collect and process the following personal data in line with relevant regulations and law to ensure each User is physically located in Hong Kong or in the PRC such as information about the User's computer (or mobile device), including where available the User's IP address, operating system and browser type, for system administration or for our own commercial purposes. If the User conducts e-Sign in the PRC, he/she further acknowledges and confirms that the Bank may only accept e-Sign conducted by the User in certain provinces or cities (which shall be determined by the Bank from time to time and subject to the Bank's sole and absolute discretion) in the PRC.

3.4 You and us agree that a Banking Document may be electronically signed using e-Sign Service or by way of e-Sign. Any electronic signature submitted or provided by the User in respect of a Banking Document through e-Sign Service shall constitute your signature on such Banking Document and will be binding on you. You also acknowledge and agree that each such e-Sign is your "electronic signature" under the Electronic Transactions Ordinance (Cap.553, Laws of Hong Kong) to authenticate, confirm, agree and approve the Banking Document and to have the same force and effect as manual/wet signature.

3.5 If we require more than one User to electronically sign a Banking Document on behalf of a Customer, such Banking Document may be validly signed in counterparts electronically by each



User using e-Sign Service and/or by manual/wet signature(s) and the counterparts shall together be deemed to constitute one and the same Banking Document.

3.6 The User may e-Sign Banking Documents for multiple Customers using the same e-Sign Login Credentials but the Customer will only be responsible for the Banking Documents as signed by e-Sign on its behalf but not any other Customers.

3.7 Each of the Customer and the User agrees that e-Sign Login Credentials provide us with the reasonable, and sufficient means of verifying the User's identity in respect of the signing and submission of a Banking Document to us through the e-Sign Service. We are authorised to verify the User's identity by the e-Sign Login Credentials.

3.8 Each of the Customer and the User accepts that e-Sign Service provides a reliable and appropriate method for the Customer and User to electronically sign, submit and communicate a Banking Document to us. All Banking Documents received by us with the User's identity verified through the e-Sign Login Credentials shall be binding on you.

3.9 We may treat that you have duly submitted or provided e-Sign in respect of a Banking Document after our verifying the User's identity through the e-Sign Login Credentials, without further obligation on us to check the authenticity of such Banking Document. If the Customer or the User does not accept these Terms and Conditions, please do not start the Digital ID Verification or e-Sign process.

3.11 We may notify you (by way of email or other electronic means) after you e-Sign a Banking Document. Such notification shall be deemed to have been received by you upon transmission. It is your duty to check such notification and to promptly notify us in writing if you consider that such notification is not accurate in any respect.

3.12 e-Sign Password will only be valid for 180 days (first day and last day inclusive) (or such other period as we may determine) after the User's registration of such password upon the completion of the relevant Digital ID Verification process. If you wish to e-Sign a Banking Document after the expiry date of an e-Sign Password, the User would need to go through a new Digital ID Verification process.

4. Important Notice

4.1 You confirm that you have read and understood all the information, terms, warranties, statements, certifications and declarations in the Banking Document (together with the Other Applicable Terms referred to in the Banking Document) before you e-Sign the Banking Document. By signing the Banking Document by way of e-Sign, you agree, confirm, acknowledge and accept the Banking Document (including all the information, terms, warranties, statements, certifications, declarations and authorizations contained in the Banking Document).

4.2 You confirm that you have read and understood our Important Message to Readers and Internet Privacy Statement and the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "Notice").



4.3 You confirm that all of the information and documents submitted or to be submitted in support of the Banking Document is accurate, up-to-date and complete, whether or not such information and documents have been retrieved by the Bank for pre-filling any Banking Document. All information and documents that you provide and upload in support of a Banking Document will be retained by us and will not be returned to you. The information contained in a Banking Document may contain information provided to us by the User(s) online or by your agent or representative through telephone, email and/or any other means acceptable to us, all of which (including such information retrieved by the Bank for pre-filling any Banking Document) will be deemed as information provided by you in support of the Banking Document.

4.4 You acknowledge and understand that the Banking Document is not complete until after the Banking Document has been signed (whether electronically or by manual/wet signature(s)) by all the relevant Users as required by us and (in the case of a Banking Document which is an application for our loan, account or service) we have received all required information and documents as required by us for the purpose of considering such application.

4.5 Our records (including our computer and electronic records) relating to any e-Sign and the related Banking Documents shall be conclusive evidence of the matters stated therein, save for manifest error.

4.6 The application under the Banking Document is subject to our final approval. We have the absolute discretion to reject the Banking Document without giving reasons.

5. Third party electronic signing platform

5.1 You agree and acknowledge that e-Sign Service may utilise third party electronic signing platform(s) such as Adobe Sign and SZCA e-Sign, and you may be directed by the Website to such third party platform(s) to access, electronically sign and submit the Banking Documents to us.

5.2 You are accessing the Adobe Sign platform and/or SZCA e-Sign platform independently and directly contracting with the relevant platform operator by duly accepting their own specific terms and conditions, privacy and cookie statements including disclaimers, and which will form a separate legal agreement between you and such platform operator (“**Third Party Specific Terms and Conditions**”). You understand that you are subject to Third Party Specific Terms and Conditions and other legal documents applicable to your use of the Adobe Sign platform and/or SZCA e-Sign platform.

5.3 We are not responsible for the content of the Adobe Sign platform and/or the SZCA e-Sign platform, or their services and functionalities. The use of the Adobe Sign platform and/or the SZCA e-Sign platform shall be at your own risk, and we shall not be responsible or liable for any damages or in any other way in connection with your access and use of the Adobe Sign platform and/or the SZCA e-Sign platform.

5.4 No endorsement, approval or responsibility for appropriateness of Adobe and/or SZCA or their advice, opinions, information, products or services is expressed or implied by any information on the



Website or by the fact that you will be redirected to the Adobe Sign platform and/or SZCA e-Sign platform through e-Sign Service. We do not make any representation or warranties regarding the accuracy, functionality or performance of Adobe Sign and/or SZCA e-Sign that may be used in connection with e-Sign Service.

6. Information

6.1 Use of e-Sign Service is, in addition to these Terms and Conditions, subject to the Notice and each of you and the User agrees to be bound by them and all other terms and conditions governing any relevant banking accounts, loans, facilities, applications, transactions, dealings, services, products, information, goods, benefits or privileges, if applicable, shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the e-Sign Service.

6.2 Without prejudice to Clause 6.3 below or the rights of the Bank under any other agreement with you or the User, you acknowledge and agree that all data relating to the User, you, your partners, directors, shareholders, members, or other officers, proposed guarantors, or security providers and/or related individuals which are provided by you, the User or any of your agent or representative and/or retrieved by the Bank for pre-filling any Banking Document required for an application (the “Relevant Data”) may be used and retained by the Bank and disclosed and transferred to any agent, contractor or service provider to the Bank (including Adobe, SZCA or any operator of the electronic signing platform), any member of the HSBC Group or such other third parties as the Bank considers reasonably necessary (wherever such persons are located and whether such persons are within or outside Hong Kong) for any of the following purposes:

- (a) considering the relevant application;
- (b) approving, managing, administering or effecting any transaction that you and/or the User request or authorise;
- (c) conducting credit checks and obtaining or providing credit references;
- (d) enforcing or defending the Bank’s or a member of the HSBC Group’s rights;
- (e) meeting the internal operational requirements of the Bank or the HSBC Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (f) creating and maintaining the Bank’s credit and risk related models;
- (g) marketing, designing, improving or promoting the Bank’s services or products to you and/or the User and conducting market research;
- (h) complying with any obligations, requirements or arrangements that the Bank or any branch of the Bank or any member of the HSBC Group is expected to comply according to:
 - (1) any laws or compliance obligations;
 - (2) any codes, internal guidelines, guidelines or guidance given or issued by any authorities;
 - (3) any present or future contractual or other commitment with any authorities with jurisdiction over all or any part of the HSBC Group; or
 - (4) any agreement or treaty between authorities;
- (i) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in



accordance with any programmes for compliance with sanctions or prevention or detection of financial crime; and
(j) any purposes relating or incidental to any of the above.

You confirm and warrant that you have obtained the consent of the persons referred to above to the provision, use, transfer and disclosure of the Relevant Data as provided in this Clause 6.2.

In these Terms and Conditions, “HSBC Group” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and “member of the HSBC Group” has the same meaning and includes the Bank and its branches and subsidiaries.

6.3 You acknowledge and agree that the Bank may use, transfer or disclose the Relevant Data in connection with the purposes and to such recipients set out in the Notice and confirm and warrant that every individual whose information has been (or will be) provided to the Bank has been given a copy of the Notice and in particular, has been (or will be) notified of and agree to the use, transfer and disclosure of his or her Relevant Data for such purposes and to such recipients as set out in the Notice.

6.4 You confirm that you have obtained the necessary consent from the relevant third party for provision of the Relevant Data relating to such third party for the purpose of Clause 6.2.

7. Security measures

7.1 Each of the Customer and the User should take all reasonable security measures to prevent unauthorized or fraudulent use of the e-Sign Service, including the following measures:

(a) the Customer and the User should take reasonable precautions to keep safe and prevent loss or fraudulent use of the User’s mobile device and Registered Mobile Telephone Number, Password and any other e-Sign Login Credentials. The Customer and the User should observe the security recommendations provided by us from time to time about the use of e-Sign Service;

(b) if the Customer or any User are aware of or suspect any unauthorized use of the User’s mobile device, Registered Mobile Telephone Number, Password and/or any other e-Sign Login Credentials, you should notify us as soon as reasonably practicable by calling our 24-hour Business Partner Direct Hotline at (852) 2198 8000.

7.2 You shall be fully responsible for any accidental or unauthorised disclosure of any e-Sign Login Credential to any other person and shall bear the risk of the e-Sign Password, any other Passwords or any other e-Sign Login Credential being used by unauthorised persons or for unauthorised purposes.

8. Indemnity

You shall indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which we may sustain, suffer or incur as a result of or in connection with our accepting and acting upon any information or communications (including any confirmation,



signature and/or agreement) provided to us through e-Sign Service, or with any breach by you of any terms, representations or warranties in these Terms and Conditions or any Other Applicable Terms.

9. Limitation of our liability

9.1 e-Sign Service is provided on an "as is" and "as available" basis. We do not warrant that such services will be available at all times, or that e-Sign Service will function with your or User's equipment in accessing the Website.

9.2 We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with your use of or inability to use e-Sign Service unless it is caused solely and directly by the gross negligence or willful default on our part or on the part of our employees or agents.

9.3 Under no circumstances are we liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages in connection with e-Sign Service.

10. Modification, suspension and termination

We have the right to modify, suspend or terminate e-Sign Service or its use by you at any time without giving prior notice or reason where we reasonably consider necessary or advisable to do so. These cases may include actual or suspected breach of security.

11. Revision of these Terms and Conditions

We have the right to revise these Terms and Conditions and/or introduce additional terms and conditions (including fees and charges) from time to time by giving prior notice. We may give notice by display, advertisement or other means as we consider appropriate. **You will be bound by any variation if you use e-Sign Service on or after the effective date of the variation.**

12. Governing law

These Terms and Conditions shall be governed by and construed in accordance with Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

13. Miscellaneous

13.1 Each provision of these Terms and Conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

13.2 We may assign or transfer all or any of our rights and obligations under these Terms and Conditions to any member of the HSBC Group without your prior consent.



13.3 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.

13.4 The English version of these Terms and Conditions shall prevail wherever there is any inconsistency between the English and the Chinese versions.