



## Terms and Conditions for e-Alert Services

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE e-ALERT SERVICES. BY REGISTERING TO USE THE e-ALERT SERVICES, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY THESE TERMS AND CONDITIONS.

### 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 Hang Seng Bank Limited;

"you", "your" and "yours" refer to you, our customer.

### 2. Terms of Use

- a. These Terms and Conditions govern the use of the e-Alert Services and is in addition to and supplemental to but does not replace the terms and conditions for e-Banking services and the terms and conditions governing the relevant Account from time to time which you will already be subject to in any event. You are advised to re-read such terms and conditions in conjunction with the terms and conditions of the e-Alert Services before continuing with your e-Alert Services application. By making an application for the e-Alert Services, you are agreeing to all applicable terms and conditions.
- b. 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 personal data to us and keep the data updated. Failure to do the same may result in our inability to provide such service.
- b. Personal data will be used to consider your request and subject to us agreeing to provide such service, the personal 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 personal 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 the personal data or to request the personal data not to be used for direct marketing purposes. Any request may be made in writing and addressed to our Data Protection Officer at such address and number as may be specified by us from time to time. We will comply with such request unless we may be or are required to refuse do so under any applicable laws and regulations.

### 4. Scope of e-Alert Services

- a. We will from time to time determine or specify the scope and features of the e-Alert Services and are entitled to modify, expand or reduce the same at any time with or without notice.
- b. The e-Alert Services are offered only to residents of the Hong Kong Special Administrative Region. The material in the e-Alert is not intended for use by persons located in or resident in jurisdictions which restrict the distribution of this material in the e-Alert by us. Persons accessing the e-Alert should inform themselves about and observe any relevant restrictions. The e-Alert should not be regarded as an offer or a solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions.
- c. If we give notice of a change to the e-Alert Services, such notice maybe made in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display or electronic communications such as e-mail.



## 5. Opening/Operating e-Alert Services

- a. Once you have enrolled for the e-Alert Services you may determine the number and frequency of the e-Alert and may specify the type of e-Alert you require by updating your preferences on the appropriate pages of the website.
- b. We will send you a welcome message via SMS or e-mail within 24 hours of your registration. You must contact your branch should this message not be received within 48 hours of your registration.
- c. The e-Alert Services is available to you if you should have appropriate telecommunications equipment and a service provider both of which may be determined by us from time to time.
- d. 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.
- e. The e-Alert Services may without notice to you be suspended or terminated for any reason including without limitation invalid data; 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.
- f. 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.
- g. You shall promptly notify us of any changes in related information registered with us related to or with the purposes of the e-Alert Services including the contact details of your telecommunications equipment and the telecommunications company providing or servicing it.
- h. You must notify us immediately upon the disconnection or suspension of your telecommunications equipment/service.
- i. 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.
- j. 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.
- k. You warrant that all particulars given to us are to the best of your knowledge accurate.
- l. You undertake to notify us in writing of any change of address or other personal particulars recorded with us. All communications sent via the e-Alert Services to the contact details registered by you with us shall be deemed to be delivered to you at the time when the communication was sent by us. If in our opinion the communications sent further to the details registered with the Bank have failed to reach you, we may in our sole discretion stop sending further communications.
- m. You undertake to indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which are of reasonable amounts that may result or which we may reasonably 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 one mobile phone on which you will receive the e-Alert Services as we will only send e-Alert to one number registered by you. Your nominated mobile phone must be a compatible piece of telecommunications equipment capable of receiving such e-Alert.
- b. You will inform us as soon as possible if any of the SMS messages appear to be irregular.



- c. We will only send SMS messages once. If you delete the SMS messages which we have sent you they cannot be sent again.
- d. Any SMS messages sent by us are one-way and you should not reply to such SMS messages.
- e. You should never respond to a request purportedly from us via the e-Alert Services to provide your account or security details by SMS message as we will never make such a request.

## 7. E-mail e-Alert

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

## 8. 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 choose a nickname personal to you avoiding names easy to guess such as your name or the account number. You should check that the e-Alert received on your mobile phone or by e-mail containing information about accounts you have nominated contain your nicknames for those accounts.
- c. You should use at all times the SIM Card personal identification number ("SIM Card PIN Code") on your mobile telephone re-setting any pre-set SIM Card PIN Code and re-setting the SIM Card PIN Code if you know or suspect someone else knows it. When choosing or using the SIM Card PIN Code avoid numbers which are easy to guess.
- d. Do not tell 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 e-mail sites protected by a password which should be kept secret. Avoid passwords which are easy to guess.
- f. You must inform us as soon as possible if you know or suspect that someone knows your SIM Card PIN Code or your nick-names or has unauthorised access to your e-mails or if your mobile telephone number/e-mail address changes or if your mobile telephone is lost, stolen or no longer under your control or if your contract with the network operator ends.
- g. You should check the telephone number of the sender of SMS message e-Alert and the e-mail / website address for e-mail e-Alert to ensure that they are genuine and have been sent by us.
- h. You should suspend the SMS e-Alert Service if you are taking a mobile phone outside Hong Kong due to the fact that the security of any foreign telephone network through which e-Alert may be transmitted to your mobile telephone cannot be guaranteed.
- i. If you should take your mobile phone outside Hong Kong without suspending the e-Alert Services you shall be deemed to authorise us, the network operators and any third party to whom information about you and your account has been passed for the provision of the e-Alert Services to transmit such information and store information in such countries or territories as are necessary to send e-Alert to your mobile phone.



## 9. Liability

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

## 10. e-Alert Suspension and Termination

- 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 is suspended or terminated then, with immediate effect, no e-Alert will be sent during the period of suspension or at all in the event of termination.
- c. You may reactivate the e-Alert Services after suspension at any time at which point you will receive e-Alert from the date of reactivation.
- d. A start date and a finish date need to be provided for suspension of the e-Alert Services and at the end of the suspension term, the e-Alert Services will resume.
- e. 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.
- f. We can suspend or terminate the e-Alert Services at any time and in our absolute discretion.
- g. 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.

## 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.
- c. We reserve our rights to revise, amend or modify these terms and conditions from time to time and in our absolute discretion.

## 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.

## 13. Governing Law and Jurisdiction

The e-Alert Services and these Terms and Conditions are governed by and must be construed in accordance with the laws of Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the courts of Hong



Kong Special Administrative Region. 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 the enforceability of the remaining parts of this agreement.

**15. Governing Version**

The English version of these Terms and Conditions shall prevail in the event of any discrepancy between the English version and the Chinese Version.