

Terms and Conditions

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

1. Services

- a. Hang Seng Bank Limited (the "Bank" which expression shall, where the context allows or requires, include its successors and assigns) shall provide subject to these Terms and Conditions e-banking services and facility from time to time (the "Services") through any Internet site established, operated and/or maintained by or on behalf of the Bank ("Internet Site") to enable customers (each a "Customer") to give instructions to and communicate with the Bank on-line for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the HSBC Group.
- b. The Services are offered only in jurisdictions where and when they may be lawfully offered. The Services and information relating to the Services are not intended for access or use by persons in other jurisdictions. Persons accessing these pages must be aware of and observe any applicable restrictions.
- c. As part of the Services, the Bank may make available via any Internet Site general financial and market information, new services, market analysis and marketing materials supplied and/or issued by persons other than the Bank (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) (together "Third Party Information") and may provide reports compiled from Third Party Information in any form, medium or means ("Reports").
- d. The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation : -
 - i. expanding, modifying or reducing the Services at any time;
 - ii. imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Services; and
 - iii. prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones.
 - iv. reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilised the relevant Service(s) for a period of time that the Bank may designate from time to time.
- e. The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.

2. Governing Terms and Conditions

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealing and obtain services, products, information, goods, benefits and privileges from the Bank and/or other members of the HSBC Group as shall be made available from time to time. Transactions and dealings affected by using the Services are subject to these Terms and Conditions and other related terms issued by the Bank including the Bank's Important Message to Readers and Internet Privacy Policy Statement currently published on the internet site of the Bank where the Services are provided. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

3. Use of the Services

- a. In the case of a personal Customer, the Services are for his sole and exclusive use. In the case of a non-personal Customer, the Customer shall nominate, according to such procedures as the Bank may prescribe, one or more individual(s) as shall be permitted by the Bank (including, where the Customer is a sole-proprietorship, the sole proprietor) to use the Services (the "Authorised e-Banking User") and the Services shall be used by the Authorised e-Banking User and not any other person.
- b. To access the Services for the first time, the Customer and/or the Authorised e-Banking User are required to register on-line or in such other manner as the Bank may from time to time specify and indicate their acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify for identifying the Customer and/or the Authorised e-Banking User.
- c. By registering to use the Services, the Customer and the Authorised e-Banking User warrant that all information provided by them to the Bank in relation to the Services is complete, accurate and up-to-date.
- d. The Customer and, where applicable, the Authorised e-Banking User shall not use or knowingly allow any other person to use the Services, the Third Party Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer and, where applicable, the Authorised e-Banking User shall notify the Bank as soon as practicable if they become aware of such use.
- e. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an on-line inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer and, where applicable, the Authorised e-Banking User upon their acceptance irrespective of any different rate, price or information quoted by the Bank.
- f. The Customer and, where applicable, the Authorised e-Banking User acknowledge that there may be a time lag in transmission of instructions, information or communication via the Internet.
- g. When the Customer and, where applicable, the Authorised e-Banking User access Hang Seng Virtual Assistant HARO (the "Virtual Assistant") and related pages, the Customer and, where applicable, the Authorised e-Banking User shall be deemed to have accepted the following provisions:
 - i. Use of Virtual Assistant is subject to the terms set out under the Important Message to Readers and Internet Privacy Policy Statement and the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance. Use of the Virtual Assistant after logging-on the Service shall also be subject to these Terms and Conditions. By using the Virtual Assistant the Customer and, where applicable, the Authorised e-Banking User accept and agree to be bound by these terms.
 - ii. The Virtual Assistant is an automated service, and information provided for general enquiries is for reference only. The information provided does not constitute any offer for any products or services and is not intended to provide professional investment or other advice.
 - iii. The conversation content will be analyzed and used for the Virtual Assistant's accuracy and quality enhancement and for the purpose of providing banking services.
 - iv. When the Customer and, where applicable, the Authorised e-Banking User use banking services through the Virtual Assistant, in submitting dedicated forms or giving instructions through the Virtual Assistant to perform account enquiries and transactions, the Virtual Assistant may request personal information from the Customer and, where applicable, the Authorised e-Banking User. The Virtual Assistant may access the Customer and, where applicable, the Authorised e-Banking User's account and personal information stored at the Bank, for conducting the account enquiries and transactions instructed by the Customer and, where applicable, the Authorised e-Banking User and for the purpose of providing banking services. The Virtual Assistant will not access or record the Customer and, where applicable, the Authorised e-Banking User's e-Banking User Name and Passwords.
 - v. The conversation content and instruction details between the Customer and, where applicable, the Authorised e-Banking User and the Virtual Assistant are retained by the Bank for 12 months. The personal information provided by the Customer and, where applicable, the Authorised e-Banking User in dedicated forms is retained by the Bank for 2 weeks. The Customer and, where applicable, the Authorised e-Banking User may refer to the post-logon conversation history within 60 days from the conversation date.
 - vi. All afore-mentioned information is transmitted to and stored in the Bank and authorized third parties, which may include processing overseas. Before submitting your information, please read our Important Message to Readers and Internet Privacy Policy Statement and the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance.
 - vii. Every conversation would be assigned with a conversation ID, with which the Customer and, where applicable, the Authorised e-

Banking User may enquire about the conversation details and request for removal of the conversation content other than banking transaction instruction details via the Bank's Customer Service Hotline.

4. User Name, Password, Security Code and Security Measures

- a. The Customer and, where applicable, the Authorised e-Banking User shall follow the guidance provided by the Bank on-line or otherwise in designating any user identification code (the "User Name"), password (the "Password") and any other identifiers or security questions and answers as shall be prescribed by the Bank from time to time (the "Identifier") for identifying him for the purposes of the Services. The Bank may require the Customer and, where applicable, the Authorised e-Banking User to designate more than one User Name, Password and/or Identifier.
- b. The Customer and, where applicable, the Authorised e-Banking User may change any Password or (if applicable) any Identifier at any time in such manner as the Bank may prescribe from time to time but any change shall be effective only if accepted by the Bank. The User Name cannot be changed unless with the agreement of the Bank.
- c. The Bank may, in its sole discretion require a Customer and, where applicable, the Authorised e-Banking User to use a Security Code (a one-time password generated by the Security Device) to access the Services in the event of which it is the sole responsibility of the Customer and, where applicable, the Authorised e-Banking User to apply to the Bank or register for a Security Device (an electronic device, including a physical Security Device or a software-based Security Device, used to generate the Security Code) or a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
- d. The Customer and, where applicable, the Authorised e-Banking User shall act in good faith, exercise reasonable care and diligence in keeping all User Name, Password, Identifier, the Security Device and the Security Code in secrecy. At no time and under no circumstances shall the Customer or the Authorised e-Banking User disclose any User Name, Password, Identifier and/or the Security Code to any other person or permit the Security Device to come into the possession or control of any other person.
- e. The Customer and, where applicable, the Authorised e-Banking User shall take all reasonable steps to keep all User Name, Password, Identifier, the Security Device and the Security Code and any other device or secret code (including but not limited to personal computers, smart cards that store digital certificates, or relevant passwords) used for accessing the Services safe, secure and secret to prevent fraud. In particular, the Customer and, where applicable, the Authorised e-Banking User shall:
 - i. destroy any original printed copy of Password;
 - ii. not allow any other person to use any User Name, Password, Identifier, the Security Device and/or the Security Code;
 - iii. never write down any User Name and/or Password and/or Identifier on any device for accessing the Services or on anything usually kept with or near it; and
 - iv. not write down or record any User Name and/or Password and/or Identifier without disguising it.
- f. The Customer and, where applicable, the Authorised e-Banking User shall be fully responsible for any accidental or unauthorised disclosure of any User Name, Password, Identifier and/or the Security Code to any other person and shall bear the risks of any User Name, Password, Identifier, the Security Device or the Security Code being used by unauthorised persons or for unauthorised purposes.
- g. Upon notice or suspicion of any User Name, Password, Identifier and/or the Security Code being disclosed to and/or the Security Device being lost or has otherwise come into the possession or control of any unauthorized person or any unauthorized use of the Services being made, the Customer and, where applicable, the Authorised e-Banking User shall notify the Bank in person as soon as practicable or by telephone or in such other manner as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer and, where applicable, the Authorised e-Banking User shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorised purposes.
- h. The Customer and, where applicable, the Authorised e-Banking User shall refer to the security reminders provided by the Bank from time to time and observe in a timely manner the relevant security measures in using the Services as specified by the Bank on-line or otherwise from time to time.

5. Instructions

- a. The Customer or, in the case of a non-personal Customer, the Authorised e-Banking User is required to quote any one or more User Name, Password, Identifier and/or the Security Code in order to log-on to the Services and give instructions to the Bank on-line. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
- b. In the case of a non-personal Customer, the liabilities and obligations of the Customer and the Authorised e-Banking User under these Terms and Conditions are joint and several and all transactions effected by the Bank pursuant to instructions received by the Bank shall be binding on the Customer and the Authorised e-Banking User in all respects. The Customer and the Authorised e-Banking User irrevocably authorise the Bank to effect debits and credits with the relevant accounts in accordance with instructions. The Customer and the Authorised e-Banking User shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Account for the purpose of any instructions. The Bank shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to the Customer or the Authorised e-Banking User and the Customer and the Authorised e-Banking User shall be fully responsible for any overdraft, advance or debit created as a result.
- c. Any instruction given in connection with the Services by quoting any User Name, Password, Identifier and/or the Security Code of the Customer and, where applicable, the Authorised e-Banking User as prescribed by the Bank once given, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the HSBC Group. All such instructions given, as understood and acted on by the Bank or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on the Customer and, where applicable, the Authorised e-Banking User whether given by the Customer or the Authorised e-Banking User or by any other person purporting to be the Customer or the Authorised e-Banking User. **The Bank and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name, Password, Identifier and/or the Security Code of the Customer and, where applicable, the Authorised e-Banking User.**
- d. The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- e. Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services will be provided by the Bank on-line. Such advice or confirmation shall be deemed to have been received by the Customer and, where applicable, the Authorised e-Banking User immediately after transmission and it is the duty of the Customer and, where applicable, the Authorised e-Banking User to check such advice or confirmation. It is also the duty of the Customer and, where applicable, the Authorised e-Banking User to enquire with the Bank if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.
- f. Information relating to any account or transaction made available on the Internet Site(s) are for reference only. The Bank's records of such account and transaction and any use of the Services shall be conclusive unless and until the contrary is established.
- g. The Bank shall be entitled to effect any payment and to require the Customer and, where applicable, the Authorised e-Banking User to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer and the Authorised e-Banking User.

6. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services including, without limitation, to impose a charge for its provision of the Security Device and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.

7. Customer Acknowledgements, Undertakings and Responsibilities

- a. The Customer and, where applicable, the Authorised e-Banking User shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services. The Customer and, where applicable, the Authorised e-Banking User shall also ensure that all information provided to the Bank is at all times accurate, complete accurate and up-to-date including,

without limitation, the address and other contact details of the Customer and, where applicable, the Authorised e-Banking User. The Customer and/or the Authorised e-Banking User understand that the Bank will rely on the information provided by the Customer and/or the Authorised e-Banking User.

- b. The Customer and, where applicable, the Authorised e-Banking User understand that the Bank needs to and so authorises the Bank to process, share, store or transmit information about the Customer and, where applicable, the Authorised e-Banking User, their respective accounts and/or the transactions executed by the Bank on behalf of the Customer and/or the Authorised e-Banking User within the HSBC Group or with any institution or agent or third party used by the Bank in connection with the Services. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavor to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority, or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Services.
- c. The Customer and, where applicable, the Authorised e-Banking User shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any software comprised in them.
- d. The Customer and, where applicable, the Authorised e-Banking User acknowledge that it is their responsibility to determine independently market prices and rates for trading purposes through their usual trading channels, to verify any Third Party Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Third Party Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect them under all applicable laws.
- e. In addition to the other provisions in this Clause 7, in the case of a non-personal Customer : -
 - i. The Customer and the Authorised e-Banking User shall, at the request of the Bank, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Services and the performance, exercise and preservation of its obligations, powers and rights under these Terms and Conditions.
 - ii. The Customer acknowledges that, subject to any daily limits or other restrictions which may be imposed by the Customer and/or the Bank in using the Services, the Authorised e-Banking User may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). **The Customer authorises the Bank to carry out all instructions in accordance with these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any instructions.**
 - iii. It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorised e-Banking User and the Designated Accounts, and to adopt proper safeguards against the Services being used by unauthorised persons or for unauthorised purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which the Authorised e-Banking User may debit, withdraw or transfer from the Designated Accounts.
 - iv. By designating any Designated Account, the Customer authorises the Authorised e-Banking User to operate singly such account by using the Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this Clause 7(e)(iv).
 - v. The Customer warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative action has been taken to authorise acceptance of these Terms and Conditions, performance of its obligations and use of the Services. The Customer further warrants that such acceptance, performance and use shall not contravene or conflict with any provision of its constitutional documents.

8. Intellectual Property, Third party Information and Information Providers

- a. The Customer and, where applicable, the Authorised e-Banking User acknowledge and agree that the Services, the Third Party Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.
- b. Unless expressly permitted by these Terms and Conditions, the Customer and, where applicable, the Authorised e-Banking User shall

not, and shall not attempt to : -

- i. sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
 - ii. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
 - iii. incorporate or combine the Confidential Information with any other programmes.
- c. The restrictions on disclosure shall not apply to any Confidential Information : -
- i. where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer or the Authorised e-Banking User to the Bank; or
 - ii. where the Bank has expressly agreed in writing to its disclosure.
- d. The Customer and, where applicable, the Authorised e-Banking User agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Services, the Third Party Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer or the Authorised e-Banking User. The Customer and, where applicable, the Authorised e-Banking User shall not make any representation or do any act which may be taken to indicate that the Customer or the Authorised e-Banking User has any such right, title or interest.
- e. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Third Party Information supplied by it. Access to such Third Party Information by the Customer and, where applicable, the Authorised e-Banking User on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by the Customer and the Authorised e-Banking User.
- f. The Third Party Information and the Reports are made available for general information and reference only and are not intended to provide professional investment or other advice or for trading or other purposes.
- g. Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Third Party Information or the Reports or whether it is fit for any purpose.
- h. The Third Party Information will be made available as it is supplied and identifying the Third Party Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Third Party Information.
- i. No warranty, representation or guarantee of any kind relating to the Services, the Third Party Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorised to give any such warranty, representation or guarantee.

9. Liabilities of the Bank

- a. The Bank will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- b. None of the Bank, any member of the HSBC Group or any Information Provider warrants or represents that the Services, the Third Party Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer and, where applicable, the Authorised e-Banking User.
- c. The Bank will make all reasonable efforts to ensure that the Security Device provided to the Customer and, where applicable, the Authorised e-Banking User will perform as necessary to permit access to the Services as and when required. The Customer and, where applicable, the Authorised e-Banking User must notify the Bank immediately if any Security Device fails to function correctly and the only obligations that the Bank has in respect of such Security Device is to replace the same with a new Security Device (or make available a software-based Security Device) at no cost to the Customer and, where applicable, the Authorised e-Banking User but only

(i) in the case of a physical Security Device, upon the defective Security Device being returned to the Bank within 90 days of its date of issue and (ii) if the Bank is satisfied that there is no default or negligence on the part of the Customer and, where applicable, the Authorised e-Banking User which results in or contributes to the Security Device's failure to function correctly. Other than as specified in this Clause 9(c), the Bank shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, the Bank cannot be held liable for any loss or damages incurred or suffered by the Customer and, where applicable, the Authorised e-Banking User arising from the failure of the Customer and, where applicable, the Authorised e-Banking User to safe-keep and/or use the Security Device in accordance with the Bank's instructions and recommendations.

- d. Unless Clause 10(b) applies or due to the gross negligence or wilful default of the Bank, any member of the HSBC Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the HSBC Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with :-
- i. use of the Services (including, without limitation, the use of the Security Device) and/or access to any information as a result of such use by the Customer (or, in the case of a non-personal Customer, the Authorised e-Banking User) or any other person whether or not authorised;
 - ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, (including, without limitation, any interruption, interception, suspension, delay or failure to generate of the Security Code using the Security Device), in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
 - iii. transmission and/or storage of any information and/or data relating to the Customer, the Authorised e-Banking User, the Services and/or transactions or dealings conducted by the Customer and/or the Authorised e-Banking User pursuant to the Services through or in any system, equipment or instrument of any communication network provider.
- e. In no event shall the Bank, any member of the HSBC Group or any Information Provider be liable to the Customer, the Authorised e-Banking User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

10. Liabilities of the Customer

- a. Unless Clause 10(b) applies, the Customer and, where applicable, the Authorised e-Banking User shall be fully liable and responsible for all consequences arising from or in connection with use of the Services (including, without limitation, the use of the Security Device) and/or access to any Third Party Information or Report or any other information as a result of such use by the Customer, the Authorised e-Banking User or any other person whether or not authorised.
- b. Subject to Clause 4(f) and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer and, where applicable, the Authorised e-Banking User, the Customer and the Authorised e-Banking User shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Services as a result of :-
- i. a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9(a);
 - ii. a human or system error of the Bank; or
 - iii. a missed or mis-directed payment caused by the gross negligence or wilful default of the Bank, its officers or employees.
- c. The Customer shall, and in the case of a non-personal Customer the Customer and the Authorised e-Banking User shall jointly and severally, indemnify the Bank, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Third Party Information and/or the Reports or the exercise or

preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or wilful default of the Bank, any member of the HSBC Group, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

11. Variation and Termination

- a. The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Services or their use by the Customer and, where applicable, the Authorised e-Banking User.
- b. The Customer may terminate the use of the Services at any time by giving to the Bank not less than five working days' prior written notice.
- c. All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services shall remain in full force and effect after suspension or termination including, without limitation, Clauses 3(b), 4, 7, 8, 9 and 10. Notwithstanding such suspension or termination, the Customer and, where applicable, the Authorised e-Banking User shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

12. Set-off and Lien

- a. The Bank may, at any time and without notice, apply any credit balance in any currency on any account of the Customer and, where applicable, any account of the Authorised e-Banking User, whether in the name of the Customer or the Authorised e-Banking User or in the names of the Customer or the Authorised e-Banking User and any other person, in or towards satisfaction of any indebtedness owed by the Customer or the Authorised e-Banking User to the Bank under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by the Customer or the Authorised e-Banking User or by the Customer or the Authorised e-Banking User and any other person.
- b. The Bank shall be entitled to exercise a lien over all property of the Customer and, where applicable, the Authorised e-Banking User which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to sell such property to satisfy such indebtedness owed by the Customer or the Authorised e-Banking User to the Bank.

13. Amendments

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer and, where applicable the Customer has appointed Authorised e-Banking User, to the Customer and/or, the Authorised e-Banking User, the notice of which may be given by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer and, where applicable, the Authorised e-Banking User if they continue to maintain or use the Services on or after the effective date of variation. Where the a non-personal Customer is requested by the Bank to confirm acceptance of any revision and/or addition to these Terms and Conditions, the Bank is authorised and instructed by the Customer to accept the confirmation given by the Authorised e-Banking User on behalf of the Customer and the Customer shall be bound accordingly.

14. Communication

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.
- b. Communications delivered personally, sent by post, facsimile transmission, telex or e-mail 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 in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in the Hong Kong Special Administrative Region

("HKSAR") and seven days after posting if such address is outside the HKSAR or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

15. Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

16. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

17. Miscellaneous

- a. Where the Designated Account in question is a joint account, references in these Terms and Conditions to "Customer" shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services.
- b. In these Terms and Conditions : -
 - i. references to a "Personal Customer" mean a private individual who maintains an account with, or receives other services from, the Bank in his personal capacity;
 - ii. references to a "Non-personal Customer" mean a Customer other than a personal Customer and include a sole proprietorship, a partnership, a corporation, a statutory body or authority;
 - iii. references to a "Customer", in the case of a sole proprietorship, mean the sole proprietor and, in the case of a partnership, mean each of the present and future partners of the partnership; and include in the case of a corporation, its lawful successor and, in the other cases, any personal representative or lawful successor of the personal Customer, the sole proprietor or each partner of the partnership;
 - iv. references to a "Transaction" mean any transfer, withdrawal, deposit, transaction, dealing or act effected by the Bank pursuant to or as a result of an instruction given to the Bank by the Customer or, in the case of a non-personal Customer, by the Authorised e-Banking User (whether for himself or on behalf of the Customer);
 - v. references to a "Designated Account", means all accounts registered and/or accessible under the Services and in the case of a non-personal Customer, include any account (whether in the name of the Customer or the Authorised e-Banking User);
 - vi. references to "Person" include an individual, firm, company, corporation and an unincorporated body of persons;
 - vii. unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- c. The Bank may appoint any person as its agent (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Customer and, where applicable, the Authorised e-Banking User to the Bank and the Customer and the Authorised e-Banking User shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.
- d. The Customer and, where applicable, the Authorised e-Banking User acknowledge and agree that all personal data relating to them may be used and disclosed for such purposes and to such persons in accordance with the Bank's general policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions.

e. No person other than the Customer and the Bank 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.

18. Governing Law and Jurisdiction

- a. The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the HKSAR.
 - b. Each of the Bank, the Customer and, where applicable, the Authorised e-Banking User submits to the non-exclusive jurisdiction of the Courts of the HKSAR but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction
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19. Governing Version

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and the Chinese version.

Last update: 09/2018