



恒生 e-Statement/e-Advice 服務章則

1. 釋義

於「本章則」內：

“**戶口**”指以「客戶」名義於「本行」開立之任何銀行戶口（包括但不限於任何存款戶口、貸款戶口、卡戶口、證券戶口、投資基金戶口、黃金戶口及任何由本行提供之戶口，亦不論是綜合戶口內之附屬戶口或獨立之戶口），而“各戶口”指所有該等戶口；

“**通知書**”指不時由「本行」發出或提供並與一個或多個「戶口」或與「本行」提供之產品及服務有關之通知、報告、確認書、買賣合約、紀錄、收據、認收通知、訊息、公告、資訊及/或其他通訊，但不包括「結單」；

“**本行**”指恒生銀行有限公司；

“**客戶**”指以其姓名開立一個或多個「戶口」之人士或（視情況而定）每名人士，並包括該等人士之遺產代理人或合法繼承人，倘文義允許，亦包括任何由「客戶」不時通知「本行」並獲「客戶」授權可以向「本行」發出指示之人士；

“**指定電郵地址**”指「客戶」不時以指定形式通知「本行」之電郵地址，以便「本行」向「客戶」發出「電子通知書」、「電子結單」或提示訊息；

“**e-Advice**”指「本行」根據「服務」而不時以「電子紀錄」形式發出或提供之任何「通知書」；

“**e-Statement**”指「本行」根據「服務」而不時以「電子紀錄」形式發出或提供之任何「結單」；

“**電子紀錄**”指由一資訊系統產生之數碼化紀錄，並可(a)於一個資訊系統內傳送或由一個資訊系統傳送至另一個資訊系統；及(b)於一個資訊系統或其他媒介內儲存及取回；

“**恒生個人 e-Banking**”指「本行」（根據有關章則）不時透過任何由「本行」或代表「本行」建立、運作及/或維持之互聯網站提供之網上銀行服務及設施，供「客戶」於網上向「本行」發出指示及與「本行」聯絡，以便進行銀行、投資、財務及其他不同性質的交易及買賣，以及獲取「本行」及/或滙豐集團成員提供之服務、產品、資訊、貨物、利益及優惠；

“**香港**”指中華人民共和國香港特別行政區；

“**服務**”指該等不時以「本行」指定形式（可由「本行」全權決定）提供予「客戶」而與一個或多個「戶口」或與「本行」提供之產品及服務，及任何其他相關或附帶服務有關之 e-Advice 及 e-Statement 服務；

“**結單**”指不時由「本行」發出或提供而與一個或多個「戶口」或與「本行」提供之產品及服務有關之任何戶口結單、紀錄、確認書及報告；

“通訊設備”指手提電腦、桌面電腦、掌上型電腦、手提電話及任何其他用作接收「服務」之電子媒介及/或器材；

2. 使用之條款

- (a) 以下為使用「服務」之章則（「本章則」），但不會替代任何「戶口」、使用「恒生個人 e-Banking」及其他由「本行」提供之產品及服務之章則，並為該等章則之額外及補充條款。除非另有規定，否則該等章則將繼續適用。建議「客戶」於繼續進行申請「服務」及/或使用「服務」前，將該等章則連同「本章則」再次細閱。「客戶」一經申請及/或使用「服務」，即表示「客戶」已明白及接受「本章則」，並視為「客戶」接受「本章則」約束。
- (b) 閣下承認及同意「服務」的提供及使用，需接受由任何監管機構、政府機關、交易所或專業團體不時發出之任何適用法律、規例或法令，或任何規則、指示、指引、守則、通知或限制（不論是否具法律效力）之規限。
- (c) 倘「本章則」與其他適用章則有任何歧異，在此情況下，「本章則」（在有關「客戶」使用「服務」方面）將凌駕於該等其他適用章則。

3. 「客戶」之接納及授權

- (a) 於「本章則」之規限下，「客戶」要求並授權「本行」提供「服務」，亦同意「本行」可以按下述 5(b)段所述之形式，向「客戶」提供「通知書」及「結單」。
- (b) 鑑於「本行」同意向「客戶」提供「服務」，「客戶」接納並同意受「本章則」之約束。
- (c) 「客戶」向「本行」申請使用或終止「服務」，須以「本行」不時指定之形式/方式及途徑以及根據「本行」訂明的其他條款的規限向「本行」提出。
- (d) 「客戶」承認及同意「本行」可全權決定拒絕「客戶」之「服務」申請而毋須提出理由。

4. 「客戶」資料

- (a) 「客戶」同意及承認「客戶」之個人資料及所有其他「客戶」與「本行」之交易或買賣有關之資料，均會用於向「客戶」提供「服務」。「客戶」授權「本行」可以使用、儲存，以及向其認為有需要之人士（包括滙豐集團成員或任何第三者服務供應商）披露、轉移（不論在香港以內或以外）、取得及/或交換該等個人資料及其他資料，以作「本行」認為適當之任何用途。
- (b) 「客戶」保證提供予「本行」的所有資料乃盡其所知最準確及最新者。

5. 「服務」範圍

- (a) 「本行」會不時決定及指定「服務」之範圍及特點，以及有權隨時予以更改、擴大或減少有關「服務」，並通知或毋須通知「客戶」。尤其是「本行」可以不時決定從「服務」中增加或刪除以 e-Advice 或 e-Statement 形式提供之「通知書」或「結單」種類，以及所提供之 e-Advice 或 e-Statement 之形式。
- (b) 「本行」可透過以下形式提供「服務」：

- i. 以電郵傳送至「客戶」之「指定電郵地址」，而 e-Advice 或 e-Statement 會以附件形式提供，或以超連結方式讓「客戶」連接至「本行」之網頁，以便「客戶」取得、瀏覽及下載 e-Advice 或 e-Statement；及/或
- ii. 「客戶」可透過「恒生個人 e-Banking」取得、瀏覽及下載 e-Advice 或 e-Statement；及/或
- iii. 其他「本行」認為適當之形式。

「本行」可以全權決定與若干「戶口」或產品及服務有關之 e-Advice 或 e-Statement 之提供形式。

- (c) 「客戶」及任何其他人士查閱 e-Advice 或 e-Statement 時，不應將當中的任何資料或通訊視為在任何司法管轄區認購任何產品或服務（包括但不限於投資、存款、保險及貸款）的招引或遊說，而在該等司法管轄區向任何人士使出該等招引或遊說屬於違法。
- (d) 倘「本行」發出更改「服務」之通知，有關通知可以「本行」認為適當之形式或方法發出，包括但不限於展示於「恒生個人 e-Banking」或「本行」網頁或電子通訊方式例如電郵。
- (e) 「客戶」一經發出要求及授權，而「本行」表示同意向「客戶」提供「服務」，(i)「戶口」或「本行」所提供之產品及服務之「通知書」及「結單」可以 e-Advice 及 e-Statement 形式提供者，「本行」會根據「本章則」，以 e-Advice 及 e-Statement 方式發予「客戶」，而不會再郵寄印刷本；及(ii)除非另有規定，「本行」可無須另行通知而將「客戶」在「本行」開立之所有新「戶口」及其他不時由「本行」提供予「客戶」或由「客戶」使用之產品及服務，包括在「服務」之內，除非及直至「客戶」或「本行」根據「本章則」暫停或終止「服務」或其任何部分。「客戶」可向「本行」發出特定指示（其範圍和方式可由「本行」不時訂明），將任何「戶口」或產品及服務摒除於「服務」之外。
- (f) 倘 e-Advice 或 e-Statement 乃透過「恒生個人 e-Banking」提供，「本行」有權決定在 e-Advice 或 e-Statement 已可透過「恒生個人 e-Banking」取得時，將提示訊息發送到「客戶」留存於「本行」紀錄之「指定電郵地址」或手提電話號碼，或使用其他方式例如推送通知 [如適用]。該等由「本行」發出之提示訊息或通知，可能只會發送一次。「客戶」需自行負責定期透過「客戶」「指定電郵地址」或手提電話查閱該等提示訊息或通知。

6. 「服務」的申請及操作

- (a) 為了使「客戶」能使用「服務」，「客戶」需備有由互聯網服務供應商提供之互聯網服務及能夠接收及閱讀 e-Advice、e-Statement 及提示訊息（如適用）之適當「通訊設備」及電腦軟件。前述各項須由「客戶」自行負責，並承擔所有費用、收費及支出，以確保該等服務和設施能接收「服務」。
- (b) 「客戶」須負責向「本行」提供任何「本行」合理地要求之個人資料，以便向「客戶」提供「服務」，同時亦須提供有效及最新之「指定電郵地址」，以便「本行」可以向「客戶」發送 e-Advice、e-Statement 或提示訊息。「客戶」亦應保留及提供一個有效及最新之手提電話號碼，以便「本行」可以發送提示訊息（如有）。「客戶」承諾倘該等提供予「本行」之「指定電郵地址」、手提電話號碼或其他個人資料有任何更改，會立即（以「本行」不時指定的方式）通知「本行」。
- (c) 倘「客戶」未能履行上述第(a)及(b)項條文，或會令「本行」無法向「客戶」提供「服務」。
- (d) 「本行」保留權利，可限制「客戶」登記作為不時收取「服務」之「指定電郵地址」及手提電話號碼之數目。不同類別之「客戶」或會有不同之限制。

- (e) 「客戶」申請「服務」時，或會被要求就若干透過「客戶」「指定電郵地址」發送之 e-Advice 及 e-Statement 設定一個使用者名稱及密碼。
- (f) 「客戶」同意會適時地查核收到之 e-Advice 及 e-Statement，並就任何原因而引致之錯漏、差異、未經授權交易或賬項立即通知「本行」，包括但不限於偽冒、欺詐、未有授權或「客戶」或任何其他人士之疏忽（統稱「錯失」）。
- (g) 「客戶」同意 e-Advice 及 e-Statement 將為「本行」及「客戶」之間就當中資料及細節的確實證明，而 e-Advice 及 e-Statement 將對「客戶」具有約束力，並將視為「客戶」已同意放棄任何就 e-Advice 及 e-Statement 而向「本行」提出反對或追討賠償的權利，除非「客戶」能在「本行」不時為指定 e-Advice 及 e-Statement 種類而設定之限期內，以書面將任何「錯失」通知「本行」。
- (h) 「客戶」有責任經常和定期地查閱「客戶」於「指定電郵地址」之電郵及/或「客戶」之「恒生個人 e-Banking」戶口，以查閱 e-Advice 及 e-Statement。無論「客戶」是否已閱讀或查閱 e-Advice 及 e-Statement，上述第 6(g)項條文將會適用。
- (i) 若「客戶」的「電訊設備」或服務已被中斷或暫停，必須立即通知「本行」。
- (j) 「客戶」承認及同意，由「本行」透過「服務」以 e-Advice 及 e-Statement 方式發予「客戶」之任何「通知書」或「結單」，(1)如以電子郵件方式傳送，將於「本行」或滙豐集團或「本行」之服務供應商之伺服器（視情況而定）以電郵送出至「客戶」「指定電郵地址」之時間，即視為已由「本行」妥為送出及由「客戶」收到；(2)如透過「恒生個人 e-Banking」供「客戶」查閱，將於 e-Advice 或 e-Statement 上載於「恒生個人 e-Banking」並可供瀏覽時，即視為已由「本行」妥為送出及由「客戶」收到。在上述兩種情況下，均毋須理會該 e-Advice 或 e-Statement 是否被「本行」無法控制之資訊系統接受，亦不論該 e-Advice 或 e-Statement 是否為「客戶」得悉。「本行」向「客戶」提供該等 e-Advice 或 e-Statement 之義務及責任（根據適用法律、監管規定或其他）將會完全解除。「客戶」承認及同意須自行負責「客戶」之「指定電郵地址」乃屬有效及適合用於收取 e-Advice 及 e-Statement，「客戶」尤其應該留意其电子邮箱之可用電郵儲存量及電郵體積限制，以及「客戶」能使用及瀏覽「恒生個人 e-Banking」（如適用）。
- (k) 倘任何 e-Advice 或 e-Statement 乃發出至「客戶」之「指定電郵地址」，「本行」只會將其發出一次。若「客戶」將「本行」送出之 e-Advice 或 e-Statement 刪除或「客戶」未能查閱 e-Advice 或 e-Statement，又或 e-Advice 或 e-Statement 因「本行」不能控制之原因（包括但不限於任何電腦、通訊、電氣或網絡故障）而遺失，該等「通知書」或「結單」將不能再次透過「服務」發出。倘任何 e-Advice 或 e-Statement 可以透過「本行」之網頁或「恒生個人 e-Banking」取得，e-Advice 及 e-Statement 只會根據「本行」認為適合之期間作出保留，之後將會自「本行」之網頁或「恒生個人 e-Banking」系統中刪除或移除。「客戶」有責任及時查閱 e-Advice 及 e-Statement，並在 e-Advice 及 e-Statement 自「本行」之網頁或「恒生個人 e-Banking」系統中刪除之前，將 e-Advice 及 e-Statement 下載及儲存於「客戶」之電腦內或打印副本以備日後參考之用。不過，「客戶」可以要求「本行」以郵寄方式並向「本行」繳付規定之費用，補發 e-Advice 及 e-Statement 之副本。為免產生疑問，「本行」收到任何有關重發「通知書」或「結單」之「客戶」要求時，「本行」只會以郵寄方式重發該等「通知書」或「結單」之副本，而並非以 e-Advice 或 e-Statement 形式發送。
- (l) 倘「服務」乃採用「本行」或其他滙豐集團成員之專有軟件，「客戶」可就「服務」或其他「本行」容許之目的獲授予一項非專屬許可。「客戶」同意不會對任何該等軟件或容許任何其他人士對該等軟件進行反滙編、複製、修改或逆向工程。

7. 「服務」的暫停或終止

- (a) 「本行」有絕對酌情權毋須通知「客戶」而以任何理由暫停或終止「服務」或其任何部份，包括但不限於數據失效、有關「戶口」結束、電訊公司就其網絡或「服務」之任何服務供應商就進行系統故障、維修、更改、擴充及/或提升工作，或「本行」懷疑「客戶」未有收到 e-Advice 及 e-Statement 或 e-Advice 及 e-Statement 被未經授權人士查閱。
- (b) 「本行」對該等暫停或終止不會負任何責任。
- (c) 「客戶」可以根據第 3(c)項條文向「本行」發出指示，要求終止使用「服務」。
- (d) 於暫停或終止「服務」後，「本行」會恢復將「客戶」之「通知書」或「結單」郵寄至「客戶」之指定郵寄地址，或按任何「客戶」與「本行」協定之方式，或根據適用法律、規例或法令容許之方式辦理。
- (e) 任何終止或暫停「服務」不會損害及不會影響「本行」及「客戶」於終止或暫停日期前已累積之責任及權利。

8. 費用及收費

- (a) 「客戶」將承擔「本行」應「客戶」要求重發任何「通知書」或「結單」而收取之任何費用、收費或支出，並授權「本行」於「客戶」指定「戶口」支取有關款項。
- (b) 「客戶」將確保指定「戶口」內有足夠資金/結餘以支付所產生之有關費用。

9. 電郵及系統保安

- (a) 「客戶」必須將任何密碼及保安資料保密，並採取一切合理措施防止「客戶」之密碼及保安資料被未經授權或欺詐地使用，並確保「服務」不會被未經授權或欺詐地取用。
- (b) 「客戶」應定期更改密碼，以防止「服務」被未經授權或欺詐地取用。
- (c) 「客戶」絕對不應回覆任何聲稱是「本行」就「服務」而要求「客戶」以電郵提供戶口及保安資料的要求，原因是「本行」絕對不會向「客戶」提出該等要求。
- (d) 「客戶」不應在 e-Advice 或 e-Statement（或「本行」根據「本章則」而向「客戶」發出之電郵）提供之超連結網站提供其戶口及個人資料。所有獲「本行」授權之超連結網站僅供參考用途，以及毋須輸入「客戶」之戶口及個人資料。
- (e) 倘「客戶」察覺任何電郵、進入「客戶」之「恒生個人 e-Banking」戶口、e-Advice、e-Statement 或網頁之超連結網站有不正常現象，或「客戶」懷疑其他人知悉其使用者名稱及密碼或「客戶」之電郵或「恒生個人 e-Banking」戶口被未經授權使用，應盡快通知「本行」。
- (f) 「本行」發出之任何 e-Advice 及 e-Statement 均屬單向，「客戶」絕不應回覆該等 e-Advice 或 e-Statement。「本行」並無責任對該等回覆作出任何回應或是否採取任何行動。
- (g) 「客戶」新選擇使用者名稱及密碼時，應避免揀選容易被猜測之使用者名稱及密碼。
- (h) 「客戶」應不時參照由「本行」提供的保安建議，並適時地遵守「本行」不時就互聯網保安而於網上或其他途徑發出之有關保安措施。

10. 責任

- (a) 倘「本行」能證明 e-Advice 及 e-Statement 已經由「本行」、滙豐集團或「本行」之服務供應商之伺服器傳送至「客戶」之「指定電郵地址」，或由「本行」以其他方式提供，即使「客戶」因未能妥為收取或完全未有收取而蒙受損失，「本行」將毋須負責。
- (b) 倘「客戶」未能遵守第 9 條（電郵及系統保安）之條文規定，「本行」毋須就任何機密資料被披露負責。
- (c) 倘傳送予「客戶」的資料有任何失敗或延誤，或該等資料有任何誤差或失誤，除非因為「本行」、「本行」任何附屬公司，或「本行」指定作為提供「服務」之任何電訊公司的疏忽或故意失責導致，否則「本行」、「本行」任何附屬公司，或有關電訊公司均不會負任何責任。「本行」、「本行」任何附屬公司，或有關電訊公司尤其不會對「本行」、「本行」任何附屬公司，或有關電訊公司所能合理控制範圍以外的事件而引致之後果負任何責任，包括但不限於「客戶」之「通訊設備」因任何原因無法接收資料、任何通訊失靈、機械故障、路徑失敗、失靈、技術故障、干擾或設備、裝置不正確。
- (d) 基於「服務」之性質，「本行」不會對「客戶」之數據、軟件、電腦、「通訊設備」或其他設備之損失或損壞負責，除非該等損失或損壞是純粹因為「本行」之疏忽或故意失責而直接及純粹由此而造成。
- (e) 為「服務」提供支援的第三方（包括但不限於電訊公司、系統操作人員及互聯網服務供應商），並非「本行」的代理人或「本行」之代表。彼等與「本行」並無合作、夥伴、合營或其他關係。「本行」對該等第三方引致之任何損失或損害不負任何責任。
- (f) 「客戶」承諾對「本行」，其代理人、有關之高級人員及僱員就「本行」為「客戶」提供之「服務」及有關而作出之所有事情及事宜予以追認及確認，並同意對「本行」，其代理人、有關之高級人員及僱員因為向「客戶」提供「服務」或與此有關而招致或蒙受之所有損失、責任、收費、支出及任何罰款作出彌償，除非純粹因為彼等之疏忽或故意失責而直接造成，惟有關彌償只限於直接及純粹由此而引致之直接及可合理地預見之損失及損害（如有）。

11. 修訂

「本行」保留權利，可以「本行」認為合適的方法，不時向「客戶」發出通知，藉以調整、修訂或更改「本章則」。「客戶」於「本章則」任何更改之生效日期後使用「服務」，即構成「客戶」接納該等修訂。倘「客戶」不接納任何更改建議，必須於有關更改之生效日期前，取消或終止「服務」。

12. 放棄權利

- (a) 「本行」放棄「本章則」之任何條文，除非以書面發出並明確列明，否則不會有效。
- (b) 「本行」之不作為、延誤或遺漏行使「本章則」任何權利或補救方法，並不作為放棄此等權利或補救方法，「本行」單一次或部分行使任何權利或補救方法，亦不排除任何進一步行使該等權利或權力，或任何其他權利或權力。
- (c) 「本行」於「本章則」的權利和補救方法具有累積性，且不排除法律另有規定的任何權利或補救。

13. 管轄法律及司法管轄權

「服務」及「本章則」須受香港特別行政區法律管轄，並依其詮釋。「客戶」及「本行」均同意接受香港特別行政區法院行使非專屬司法管轄權，惟「本章則」可在任何司法管轄區之法院強制執行。

14. 可分割性

倘「本章則」之任何部份被任何司法管轄區之法院或行政機關判定屬非法、無效或不能強制執行，「本章則」其餘部份之合法性、有效性或可強制執行性概不受影響。

15. 有效文本

「本章則」之英文版與中文譯本如在文義上有任何歧異，概以英文版為準。



Terms and Conditions for Hang Seng e-Statement/e-Advice Service

1. Definitions

In these Terms and Conditions, references to:

"Account" means any bank 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 in the name 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;

"Bank" means Hang Seng Bank Limited;

"Customer" means the person or, as the case may be, each person in whose name one or more Account(s) is(are) opened and includes any personal representative or lawful successor of such person and where the context permits, includes any person(s) authorised by the Customer to give instructions to the Bank, as notified to the Bank from time to time;

"Designated Electronic Mail Address" means the electronic mail address, as notified by the Customer to the Bank in the prescribed method from time to time, to which e-Advices, e-Statements or alert messages may be sent by the Bank to the Customer;

"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 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;

"Hang Seng Personal e-Banking" means the e-Banking services and facility provided by the Bank (subject to the relevant terms and conditions) from time to time through any internet site established, operated and/or maintained by or on behalf of the Bank to enable Customers 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;

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

"Service" means the service of making available to the Customer such e-Advices and e-Statements as may from time to time be prescribed by the Bank (in its absolute discretion) in connection with or in relation to one or more Account(s) or of the products and services offered by the Bank, and 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, mobile phones and any other electronic media and/or equipment used to receive the Service.

2. Terms of Use

- (a) The following are the terms and conditions for use of the Service ("Terms and Conditions") and are in addition to and supplement but do not replace the terms and conditions for any Account, the use of Hang Seng Personal e-Banking and other products and services offered by the Bank, which shall continue to apply unless otherwise provided. The Customer is advised to re-read such terms and conditions in conjunction with the Terms and Conditions herein 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 the Customer's 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 applicable terms and conditions, these Terms and Conditions will (in relation to the Customer's use of the Service) override those other terms and conditions to the extent there is a contradiction.

3. Customer's Acceptance and Authorization

- (a) Subject to the Terms and Conditions herein, the Customer requests and authorizes the Bank to provide the Service and agrees and consents to the Bank providing and making available to the Customer Advices and Statements in the manner described in paragraph 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 the Terms and Conditions herein.
- (c) The application for the use or termination of the Service from the Customer to the Bank shall be given in such form/manner, by such means and subject to such additional terms 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.

4. Customer's Information

- (a) The Customer agrees and acknowledges that the Customer's personal data and all other details/information relating to the Customer's transactions or dealings with the Bank will be used in connection with the provision of the Service to the Customer. The Customer authorizes the Bank to use, store, disclose, transfer (whether within or outside Hong Kong) obtain and/or exchange such personal 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 any purposes the Bank deems appropriate.
- (b) The Customer warrants that all particulars given to the Bank are to the best of the Customer's knowledge correct, accurate and up-to-date.

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 to the Customer. 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.
- (b) The Service may be provided by the Bank in the following manner:
 - i. by electronic mail transmission to the Customer's 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 Bank's website to access, view and download the e-Advice or e-Statement; and/or
 - ii. via Hang Seng Personal 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 the e-Advice or e-Statement in relation to certain 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 as an offer 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 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 Personal e-Banking or the Bank's website or electronic communications such as electronic mail.
- (e) Once the Customer has requested and authorized, and the Bank has indicated its agreement to provide the Service to the Customer, (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 sent by the Bank to the Customer 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) the Bank may, without further notice and unless otherwise specified, 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 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 provided via Hang Seng Personal e-Banking, the Bank may, in its own discretion, send an alert message to the Customer's Designated Electronic Mail Address or to the Customer's mobile phone number maintained in the Bank's record, or use any other method, for example push notifications in the App (if applicable), to notify the Customer when the e-Advice or e-Statement is available to the Customer via Hang Seng Personal e-Banking. Such alert message or notification, if sent by the Bank, may only be sent once. It is the sole responsibility of the Customer to check the Customer's Designated Electronic Mail Address or mobile phone regularly for such alert message or notification.

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 receiving and reading 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 to receive the Service.
- (b) The Customer shall be responsible for providing to the Bank any personal data the Bank may reasonably request for the purposes of providing the Service to the Customer and a valid and updated Designated Electronic Mail Address by which the Bank may send e-Advices, e-Statements or alert messages to the Customer. The Customer shall also maintain and provide a valid and updated mobile phone number to which alert messages (if any) can 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, mobile phone number or other personal data 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 mobile phone numbers which may be registered by the Customer for receiving 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 Customer's Designated Electronic Mail Address, the Customer may be requested to create a user name and password when the Customer applies for the Service.
- (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 such period as may be specified by the Bank from time to time for any specific type of e-Advices or e-Statements.
- (h) It is the Customer's responsibility to frequently and periodically check the Customer's email at the Designated Electronic Mail Address and/or the Customer's Hang Seng Personal e-Banking account

for e-Advices and e-Statements. Clause 6(g) above shall apply regardless of whether or not the Customer have opened and read or accessed the e-Advices and e-Statements.

- (i) The Customer shall notify the Bank immediately upon the disconnection or suspension of the Customer's Telecommunication Equipment or services.
- (j) The Customer acknowledges and agrees that any Advice or Statement that the Bank sends to the Customer in the form of e-Advice or e-Statement via the Service shall be deemed to be provided by the Bank to, and duly served on and received by, the Customer (1) in the case where it is sent by electronic mail transmission to the Customer's 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 made available to the Customer via Hang Seng Personal e-Banking, at the time when the e-Advice or e-Statement is placed and accessible via Hang Seng Personal 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 Customer's 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 Personal e-Banking (if applicable).
- (k) Where any e-Advice or e-Statement is sent to the Customer's Designated Electronic Mail Address, the Bank will only send it once. If the Customer deletes any e-Advice or e-Statement which the Bank has sent to the Customer or if the e-Advice or e-Statement 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 made available on the Bank's website or Hang Seng Personal e-Banking, the Bank will only make available the e-Advices and e-Statements for such period as the Bank may consider appropriate and thereafter, they will be deleted and removed from the Bank's website and Hang Seng Personal e-Banking system. It is the Customer's duty to examine the e-Advices and e-Statements promptly and download and save an electronic copy in the Customer's own computer storage or print a hard copy of the e-Advices and e-Statements for future reference before they are deleted from the Bank's website and Hang Seng Personal e-Banking system. 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 Advice or Statement, the Bank shall only re-send such Advice or Statement in hard copy form by post and not in the form of e-Advice or e-Statement.
- (l) Where the Service utilizes proprietary software of the Bank or other member of the HSBC Group, 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, 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, without notice to the Customer suspend or terminate the Service or any part thereof to the Customer 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 Bank will not assume any liabilities or responsibilities for any such suspension or termination.
- (c) The Customer may terminate the use of the Service by giving instructions to the Bank in accordance with Clause 3(c).
- (d) Upon suspension or termination of the Service, the Bank will revert back to sending the Customer's Advices and Statements to the Customer by post in hard copy form to the Customer's designated mailing address or any other method as agreed between the Customer and the Bank or as permissible under applicable laws, rules and regulations.
- (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 Customer shall bear, and authorizes the Bank to debit from the Customer's nominated Account, any fees, charges or expenses which the Bank may impose for re-sending any Advice or Statements as requested by the Customer.
- (b) The Customer will ensure that there are sufficient funds/credit in the Customer's nominated Account to cover accrued charges.

9. Electronic Mail and System Security

- (a) The Customer must keep any password and security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of the Customer's password or security details and ensure that unauthorized or fraudulent access to the Service is prevented.
- (b) The Customer should change the Customer's password regularly to prevent unauthorized or fraudulent access to the Service.
- (c) The Customer should never respond to a request purportedly from the Bank via the Service to provide the Customer's account or security details by electronic mail as the Bank will never make such a request.
- (d) The Customer should never provide the Customer's account or personal information on screen following a website hyperlink from an e-Advice or e-Statement or any email sent by the Bank to the Customer 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 or personal information.
- (e) The Customer must inform the Bank as soon as possible if any email, access to the Customer's Hang Seng Personal e-Banking account, e-Advices, e-Statements, or website hyperlink appears to be irregular, or if the Customer suspects that someone knows the Customer's user name and

password or may have unauthorized access to the Customer's email or Hang Seng Personal e-Banking account.

- (f) e-Advices and e-Statements sent by the Bank are one-way and the Customer 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, the Customer should avoid choosing a user name and password which are easy to guess.
- (h) The Customer shall refer to the security advice 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 have been sent to the Customer's Designated Electronic Mail Address 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 received properly or at all.
- (b) The Bank will not be liable for any disclosure of confidential information where the Customer has 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 transmitting information to the Customer 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 or damage caused to the Customer's data, software, computer, Telecommunications Equipment or other equipment unless such loss or damage 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 will constitute acceptance 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. The Customer and the Bank 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. 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.



恒生 e-Statement/e-Advice 服务章程

1. 释义

于「本章程」内：

“**户口**”指以「客户」名义于「本行」开立之任何银行户口（包括但不限于任何存款户口、贷款户口、卡户口、证券户口、投资基金户口、黄金户口及任何由本行提供之户口，亦不论是综合户口内之附属户口或独立之户口），而“各户口”指所有该等户口；

“**通知书**”指不时由「本行」发出或提供并与一个或多个「户口」或与「本行」提供之产品及服务有关之通知、报告、确认书、买卖合约、纪录、收据、认收通知、讯息、公告、资讯及/或其他通讯，但不包括「结单」；

“**本行**”指恒生银行有限公司；

“**客户**”指以其姓名开立一个或多个「户口」之人士或（视情况而定）每名人士，并包括该等人士之遗产代理人或合法继承人，倘文义允许，亦包括任何由「客户」不时通知「本行」并获「客户」授权可以向「本行」发出指示之人士；

“**指定电邮地址**”指「客户」不时以指定形式通知「本行」之电邮地址，以便「本行」向「客户」发出「电子通知书」、「电子结单」或提示讯息；

“**e-Advice**”指「本行」根据「服务」而不时以「电子纪录」形式发出或提供之任何「通知书」；

“**e-Statement**”指「本行」根据「服务」而不时以「电子纪录」形式发出或提供之任何「结单」；

“**电子纪录**”指由一资讯系统产生之数码化纪录，并可(a)于一个资讯系统内传送或由一个资讯系统传送至另一个资讯系统；及(b)于一个资讯系统或其他媒介内储存及取回；

“**恒生个人 e-Banking**”指「本行」（根据有关章程）不时透过任何由「本行」或代表「本行」建立、运作及/或维持之互联网站提供之网上银行服务及设施，供「客户」于网上向「本行」发出指示及与「本行」联络，以便进行银行、投资、财务及其他不同性质的交易及买卖，以及获取「本行」及/或汇丰集团成员提供之服务、产品、资讯、货物、利益及优惠；

“**香港**”指中华人民共和国香港特别行政区；

“**服务**”指该等不时以「本行」指定形式（可由「本行」全权决定）提供予「客户」而与一个或多个「户口」或与「本行」提供之产品及服务，及任何其他相关或附带服务有关之 e-Advice 及 e-Statement 服务；

“**结单**”指不时由「本行」发出或提供而与一个或多个「户口」或与「本行」提供之产品及服务有关之任何户口结单、纪录、确认书及报告；

“通讯设备”指手提电脑、桌面电脑、掌上型电脑、手提电话及任何其他用作接收「服务」之电子媒介及/或器材；

2. 使用之条款

- (a) 以下为使用「服务」之章则（「本章则」），但不会替代任何「户口」、使用「恒生个人 e-Banking」及其他由「本行」提供之产品及服务之章则，并为该等章则之额外及补充条款。除非另有规定，否则该等章则将继续适用。建议「客户」于继续进行申请「服务」及/或使用「服务」前，将该等章则连同「本章则」再次细阅。「客户」一经申请及/或使用「服务」，即表示「客户」已明白及接受「本章则」，并视为「客户」接受「本章则」约束。
- (b) 阁下承认及同意「服务」的提供及使用，需接受由任何监管机构、政府机关、交易所或专业团体不时发出之任何适用法律、规例或法令，或任何规则、指示、指引、守则、通知或限制（不论是否具法律效力）之规限。
- (c) 倘「本章则」与其他适用章则有任何歧异，在此情况下，「本章则」（在有关「客户」使用「服务」方面）将凌驾于该等其他适用章则。

3. 「客户」之接纳及授权

- (a) 于「本章则」之规限下，「客户」要求并授权「本行」提供「服务」，亦同意「本行」可以按下述 5(b)段所述之形式，向「客户」提供「通知书」及「结单」。
- (b) 鉴于「本行」同意向「客户」提供「服务」，「客户」接纳并同意受「本章则」之约束。
- (c) 「客户」向「本行」申请使用或终止「服务」，须以「本行」不时指定之形式/方式及途径以及根据「本行」订明的其他条款的规限向「本行」提出。
- (d) 「客户」承认及同意「本行」可全权决定拒绝「客户」之「服务」申请而毋须提出理由。

4. 「客户」资料

- (a) 「客户」同意及承认「客户」之个人资料及所有其他「客户」与「本行」之交易或买卖有关之资料，均会用于向「客户」提供「服务」。「客户」授权「本行」可以使用、储存，以及向其认为有需要之人士（包括汇丰集团成员或任何第三者服务供应商）披露、转移（不论在香港以内或以外）、取得及/或交换该等个人资料及其他资料，以作「本行」认为适当之任何用途。
- (b) 「客户」保证提供予「本行」的所有资料乃尽其所知最准确及最新者。

5. 「服务」范围

- (a) 「本行」会不时决定及指定「服务」之范围及特点，以及有权随时予以更改、扩大或减少有关「服务」，并通知或毋须通知「客户」。尤其是「本行」可以不时决定从「服务」中增加或删除以 e-Advice 或 e-Statement 形式提供之「通知书」或「结单」种类，以及所提供之 e-Advice 或 e-Statement 之形式。
- (b) 「本行」可透过以下形式提供「服务」：

- i. 以电邮传送至「客户」之「指定电邮地址」，而 e-Advice 或 e-Statement 会以附件形式提供，或以超连结方式让「客户」连接至「本行」之网页，以便「客户」取得、浏览及下载 e-Advice 或 e-Statement；及/或
- ii. 「客户」可透过「恒生个人 e-Banking」取得、浏览及下载 e-Advice 或 e-Statement；及/或
- iii. 其他「本行」认为适当之形式。

「本行」可以全权决定与若干「户口」或产品及服务有关之 e-Advice 或 e-Statement 之提供形式。

- (c) 「客户」及任何其他人士查阅 e-Advice 或 e-Statement 时，不应将当中的任何资料或通讯视为在任何司法管辖区认购任何产品或服务（包括但不限于投资、存款、保险及贷款）的招引或游说，而在该等司法管辖区向任何人士使出该等招引或游说属于违法。
- (d) 倘「本行」发出更改「服务」之通知，有关通知可以「本行」认为适当之形式或方法发出，包括但不限于展示于「恒生个人 e-Banking」或「本行」网页或电子通讯方式例如电邮。
- (e) 「客户」一经发出要求及授权，而「本行」表示同意向「客户」提供「服务」，(i) 「户口」或「本行」所提供之产品及服务之「通知书」及「结单」可以 e-Advice 及 e-Statement 形式提供者，「本行」会根据「本章则」，以 e-Advice 及 e-Statement 方式发予「客户」，而不会再邮寄印刷本；及(ii) 除非另有规定，「本行」可无须另行通知而将「客户」在「本行」开立之所有新「户口」及其他不时由「本行」提供予「客户」或由「客户」使用之产品及服务，包括在「服务」之内，除非及直至「客户」或「本行」根据「本章则」暂停或终止「服务」或其任何部分。「客户」可向「本行」发出特定指示（其范围和方式可由「本行」不时订明），将任何「户口」或产品及服务摒除于「服务」之外。
- (f) 倘 e-Advice 或 e-Statement 乃透过「恒生个人 e-Banking」提供，「本行」有权决定在 e-Advice 或 e-Statement 已可透过「恒生个人 e-Banking」取得时，将提示讯息发送到「客户」留存于「本行」纪录之「指定电邮地址」或手提电话号码，或使用其他方式例如推送通知 [如适用]。该等由「本行」发出之提示讯息或通知，可能只会发送一次。「客户」需自行负责定期透过「客户」「指定电邮地址」或手提电话查阅该等提示讯息或通知。

6. 「服务」的申请及操作

- (a) 为了使「客户」能使用「服务」，「客户」需备有由互联网服务供应商提供之互联网服务及能够接收及阅读 e-Advice、e-Statement 及提示讯息（如适用）之适当「通讯设备」及电脑软件。前述各项须由「客户」自行负责，并承担所有费用、收费及支出，以确保该等服务和设施能接收「服务」。
- (b) 「客户」须负责向「本行」提供任何「本行」合理地要求之个人资料，以便向「客户」提供「服务」，同时亦须提供有效及最新之「指定电邮地址」，以便「本行」可以向「客户」发送 e-Advice、e-Statement 或提示讯息。「客户」亦应保留及提供一个有效及最新之手提电话号码，以便「本行」可以发送提示讯息（如有）。「客户」承诺倘该等提供予「本行」之「指定电邮地址」、手提电话号码或其他个人资料有任何更改，会立即（以「本行」不时指定的方式）通知「本行」。
- (c) 倘「客户」未能履行上述第(a)及(b)项条文，或会令「本行」无法向「客户」提供「服务」。
- (d) 「本行」保留权利，可限制「客户」登记作为不时收取「服务」之「指定电邮地址」及手提电话号码之数目。不同类别之「客户」或会有不同之限制。

- (e) 「客户」申请「服务」时，或会被要求就若干透过「客户」「指定电邮地址」发送之 e-Advice 及 e-Statement 设定一个使用者名称及密码。
- (f) 「客户」同意会适时地查核收到之 e-Advice 及 e-Statement，并就任何原因而引致之错漏、差异、未经授权交易或账项立即通知「本行」，包括但不限于伪冒、欺诈、未有授权或「客户」或任何其他人士之疏忽（统称「错失」）。
- (g) 「客户」同意 e-Advice 及 e-Statement 将为「本行」及「客户」之间就当中资料及细节的确实证明，而 e-Advice 及 e-Statement 将对「客户」具有约束力，并将视为「客户」已同意放弃任何就 e-Advice 及 e-Statement 而向「本行」提出反对或追讨赔偿的权利，除非「客户」能在「本行」不时为指定 e-Advice 及 e-Statement 种类而设定之限期内，以书面将任何「错失」通知「本行」。
- (h) 「客户」有责任经常和定期地查阅「客户」于「指定电邮地址」之电邮及/或「客户」之「恒生个人 e-Banking」户口，以查阅 e-Advice 及 e-Statement。无论「客户」是否已阅读或查阅 e-Advice 及 e-Statement，上述第 6(g)项条文将会适用。
- (i) 若「客户」的「电讯设备」或服务已被中断或暂停，必须立即通知「本行」。
- (j) 「客户」承认及同意，由「本行」透过「服务」以 e-Advice 及 e-Statement 方式发予「客户」之任何「通知书」或「结单」，(1) 如以电子邮件方式传送，将于「本行」或汇丰集团或「本行」之服务供应商之伺服器（视情况而定）以电邮送出至「客户」「指定电邮地址」之时间，即视为已由「本行」妥为送出及由「客户」收到；(2) 如透过「恒生个人 e-Banking」供「客户」查阅，将于 e-Advice 或 e-Statement 上载于「恒生个人 e-Banking」并可供浏览时，即视为已由「本行」妥为送出及由「客户」收到。在上述两种情况下，均毋须理会该 e-Advice 或 e-Statement 是否被「本行」无法控制之资讯系统接受，亦不论该 e-Advice 或 e-Statement 是否为「客户」得悉。「本行」向「客户」提供该等 e-Advice 或 e-Statement 之义务及责任（根据适用法律、监管规定或其他）将会完全解除。「客户」承认及同意须自行负责「客户」之「指定电邮地址」乃属有效及适合用于收取 e-Advice 及 e-Statement，「客户」尤其应该留意其电子邮箱之可用电邮储存量及电邮体积限制，以及「客户」能使用及浏览「恒生个人 e-Banking」（如适用）。
- (k) 倘任何 e-Advice 或 e-Statement 乃发出至「客户」之「指定电邮地址」，「本行」只会将其发出一次。若「客户」将「本行」送出之 e-Advice 或 e-Statement 删除或「客户」未能查阅 e-Advice 或 e-Statement，又或 e-Advice 或 e-Statement 因「本行」不能控制之原因（包括但不限于任何电脑、通讯、电气或网络故障）而遗失，该等「通知书」或「结单」将不能再次透过「服务」发出。倘任何 e-Advice 或 e-Statement 可以透过「本行」之网页或「恒生个人 e-Banking」取得，e-Advice 及 e-Statement 只会由「本行」分别保留一个月及十二个月（或其他本行认为适合之期间），之后将会自「本行」之网页或「恒生个人 e-Banking」系统中删除或移除。「客户」有责任及时查阅 e-Advice 及 e-Statement，并在 e-Advice 及 e-Statement 自「本行」之网页或「恒生个人 e-Banking」系统中删除之前，将 e-Advice 及 e-Statement 下载及储存于「客户」之电脑内或列印副本以备日后参考之用。不过，「客户」可以要求「本行」以邮寄方式并向「本行」缴付规定之费用，补发 e-Advice 及 e-Statement 之副本。为免产生疑问，「本行」收到任何有关重发「通知书」或「结单」之「客户」要求时，「本行」只会以邮寄方式重发该等「通知书」或「结单」之副本，而并非以 e-Advice 或 e-Statement 形式发送。
- (l) 倘「服务」乃采用「本行」或其他汇丰集团成员之专有软件，「客户」可就「服务」或其他「本行」容许之目的获授予一项非专属许可。「客户」同意不会对任何该等软件或容许任何其他人士对该等软件进行反汇编、覆制、修改或逆向工程。

7. 「服务」的暂停或终止

- (a) 「本行」有绝对酌情权毋须通知「客户」而以任何理由暂停或终止「服务」或其任何部份，包括但不限于数据失效、有关「户口」结束、电讯公司就其网络或「服务」之任何服务供应商就进行系统故障、维修、更改、扩充及/或提升工作，或「本行」怀疑「客户」未有收到 e-Advice 及 e-Statement 或 e-Advice 及 e-Statement 被未经授权人士查阅。
- (b) 「本行」对该等暂停或终止不会负任何责任。
- (c) 「客户」可以根据第 3(c)项条文向「本行」发出指示，要求终止使用「服务」。
- (d) 于暂停或终止「服务」后，「本行」会恢复将「客户」之「通知书」或「结单」邮寄至「客户」之指定邮寄地址，或按任何「客户」与「本行」协定之方式，或根据适用法律、规例或法令容许之方式办理。
- (e) 任何终止或暂停「服务」不会损害及不会影响「本行」及「客户」于终止或暂停日期前已累积之责任及权利。

8. 费用及收费

- (a) 「客户」将承担「本行」应「客户」要求重发任何「通知书」或「结单」而收取之任何费用、收费或支出，或「本行」服务供应商及/或就「服务」提供「电讯设备」之电讯公司就此收取之任何有关费用、收费或支出，并授权「本行」于「客户」指定「户口」支取有关款项。
- (b) 「客户」将确保指定「户口」内有足够资金/结余以支付所产生之有关费用。

9. 电邮及系统保安

- (a) 「客户」必须将任何密码及保安资料保密，并采取一切合理措施防止「客户」之密码及保安资料被未经授权或欺诈地使用，并确保「服务」不会被未经授权或欺诈地取用。
- (b) 「客户」应定期更改密码，以防止「服务」被未经授权或欺诈地取用。
- (c) 「客户」绝对不应回覆任何声称是「本行」就「服务」而要求「客户」以电邮提供户口及保安资料的要求，原因是「本行」绝对不会向「客户」提出该等要求。
- (d) 「客户」不应在 e-Advice 或 e-Statement (或「本行」根据「本章则」而向「客户」发出之电邮) 提供之超连结网站提供其户口及个人资料。所有获「本行」授权之超连结网站仅供参考用途，以及毋须输入「客户」之户口及个人资料。
- (e) 倘「客户」察觉任何电邮、进入「客户」之「恒生个人 e-Banking」户口、e-Advice、e-Statement 或网页之超连结网站有不正常现象，或「客户」怀疑其他人知悉其使用者名称及密码或「客户」之电邮或「恒生个人 e-Banking」户口被未经授权使用，应尽快通知「本行」。
- (f) 「本行」发出之任何 e-Advice 及 e-Statement 均属单向，「客户」绝不应回覆该等 e-Advice 或 e-Statement。「本行」并无责任对该等回覆作出任何回应或是否采取任何行动。
- (g) 「客户」新选择使用者名称及密码时，应避免拣选容易被猜测之使用者名称及密码。
- (h) 「客户」应不时参照由「本行」提供的保安建议，并适时地遵守「本行」不时就互联网保安而于网上或其他途径发出之有关保安措施。

10. 责任

- (a) 倘「本行」能证明 e-Advice 及 e-Statement 已经由「本行」、汇丰集团或「本行」之服务供应商之伺服器传送至「客户」之「指定电邮地址」，或由「本行」以其他方式提供，即使「客户」因未能妥为收取或完全未有收取而蒙受损失，「本行」将毋须负责。
- (b) 倘「客户」未能遵守第 9 条（电邮及系统保安）之条文规定，「本行」毋须就任何机密资料被披露负责。
- (c) 倘传送予「客户」的资料有任何失败或延误，或该等资料有任何误差或失误，除非因为「本行」、「本行」任何附属公司，或「本行」指定作为提供「服务」之任何电讯公司的疏忽或故意失责导致，否则「本行」、「本行」任何附属公司，或有关电讯公司均不会负任何责任。「本行」、「本行」任何附属公司，或有关电讯公司尤其不会对「本行」、「本行」任何附属公司，或有关电讯公司所能合理控制范围以外的事件而引致之后果负任何责任，包括但不限于「客户」之「通讯设备」因任何原因无法接收资料、任何通讯失灵、机械故障、路径失败、失灵、技术故障、干扰或设备、装置不正确。
- (d) 基于「服务」之性质，「本行」不会对「客户」之数据、软件、电脑、「通讯设备」或其他设备之损失或损坏负责，除非该等损失或损坏是纯粹因为「本行」之疏忽或故意失责而直接及纯粹由此而造成。
- (e) 为「服务」提供支援的第三方（包括但不限于电讯公司、系统操作人员及互联网服务供应商），并非「本行」的代理人或「本行」之代表。彼等与「本行」并无合作、伙伴、合营或其他关系。「本行」对该等第三方引致之任何损失或损害不负任何责任。
- (f) 「客户」承诺对「本行」，其代理人、有关之高级人员及雇员就「本行」为「客户」提供之「服务」及有关而作出之所有事情及事宜予以追认及确认，并同意对「本行」，其代理人、有关之高级人员及雇员因为向「客户」提供「服务」或与此有关而招致或蒙受之所有损失、责任、收费、支出及任何罚款作出弥偿，除非纯粹因为彼等之疏忽或故意失责而直接造成，惟有关弥偿只限于直接及纯粹由此而引致之直接及可合理地预见之损失及损害（如有）。

11. 修订

「本行」保留权利，可以「本行」认为合适的方法，不时向「客户」发出通知，藉以调整、修订或更改「本章则」。「客户」于「本章则」任何更改之生效日期后使用「服务」，即构成「客户」接纳该等修订。倘「客户」不接纳任何更改建议，必须于有关更改之生效日期前，取消或终止「服务」。

12. 放弃权利

- (a) 「本行」放弃「本章则」之任何条文，除非以书面发出并明确列明，否则不会有效。
- (b) 「本行」之不作为、延误或遗漏行使「本章则」任何权利或补救方法，并不作为放弃此等权利或补救方法，「本行」单一次或部分行使任何权利或补救方法，亦不排除任何进一步行使该等权利或权力，或任何其他权利或权力。
- (c) 「本行」于「本章则」的权利和补救方法具有累积性，且不排除法律另有规定的任何权利或补救。

13. 管辖法律及司法管辖权

「服务」及「本章则」须受香港特别行政区法律管辖，并依其诠释。「客户」及「本行」均同意接受香港特别行政区法院行使非专属司法管辖权，惟「本章则」可在任何司法管辖区之法院强制执行。

14. 可分割性

倘「本章则」之任何部份被任何司法管辖区之法院或行政机关判定属非法、无效或不能强制执行，「本章则」其余部份之合法性、有效性或可强制执行性概不受影响。

15. 有效文本

「本章则」之英文版与中文译本如在文义上有任何歧异，概以英文版为准。

PPL819_09/25 (HH)