

TERMS AND CONDITIONS (For Cross-Border View and Transfer)

Cross-Border View and Transfer (the "Function") is jointly provided by Hang Seng Bank Limited ("Hang Seng") and Hang Seng Bank (China) Limited ("Hang Seng China") (each of which is included when the words "we" and "us" and "our" and the "Bank" are used in these Terms). You can register this Function to link Hang Seng China accounts in Hang Seng Personal e-Banking, and view your Hang Seng and Hang Seng China accounts through Hang Seng Personal e-Banking and Hang Seng Personal Banking mobile app (collectively "Hang Seng e-Banking and App") or Hang Seng China mobile app ("Hang Seng China App").

Please read these terms and conditions ("Terms") before you begin using the Function and linking your Hang Seng accounts and Hang Seng China accounts.

A. Use of the Function

1. **Information You Provide.** You agree we may use any information you provide to us or which we hold about you (whether in connection with the Function or otherwise) but only as required to provide the Function to you.
2. **Account Access.** You agree that our employees, regulators, third party service providers, accountants, auditors, legal advisers and other agents may have access to your information as reasonably required to provide the Function, investigate complaints and comply with applicable law, regulation, court order and any applicable regulatory guidance and code.
3. **Your Accounts.** By using the Function, you agree that we may access and link your accounts held in Hang Seng China to Hang Seng e-Banking and App, and access and link your accounts held in Hang Seng to Hang Seng China App, to retrieve your account information and to use the information in connection with providing the Function and you hereby appoint us as your agent for this limited purpose. You confirm that you are the legal owner of your Hang Seng account(s) and Hang Seng China account(s) and that you have authority to use the Function.
4. **Function Instructions.** You agree to comply with any instructions we notify to you at any time in connection with the use of the Function or the security of the Function. We will never contact you to ask for your password(s) or logon information. You agree not to use the Function for illegal purposes.
5. **Our Rights in the Function.** You acknowledge and agree that we own all rights in the Function and the content displayed on Hang Seng e-Banking and App and Hang Seng China App. You are only permitted to use this content in connection with the Function. You may not copy, reproduce, distribute, or create derivative works from this content. You also agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Function.

B. Function Security

The following provisions are for the benefit and security of all users of the Function.

1. **Provide Accurate Information.** You agree to provide true, accurate, current and complete information about yourself as requested in using the Function. You also agree to keep your information and account information up to date and accurate at all times.
2. **Keep Your Password(s) Safe.** You are responsible for maintaining the confidentiality of your password(s) and other security details relating to the Function. Your password(s) and other security details must not be disclosed to anyone, other than as required to use the Function. Please notify us immediately of any unauthorised use of your password(s) or of any other breach of security. Except to the extent required by law, regulation or any applicable code, we will not be liable to you for any loss that you may incur as a result of someone else using your password(s) in connection with the Function. You must not use another person's password(s) at any time.

C. Cancellation, Discontinuance and Changes

1. Cancellation of the Function. You may cancel the Function at any time by giving us notice. After receipt of your request to cancel the Function and our processing, the linking of your account(s) will cease.
2. Discontinuation of the Function. We reserve the right to discontinue, temporarily or permanently, the Function at any time either with or without notice if you are in breach of these Terms, or the terms and conditions of any other agreement with us or if you no longer meet our qualifying criteria or if there is a suspected breach of security or if we need to carry out maintenance or if for commercial, legal or regulatory reasons, we consider at any time the provision of the Function is no longer viable.
3. Changes to the Function and to these Terms. We may change the Function and /or these Terms at any time by giving you such notice as is required by law, regulation or any applicable code. We may also introduce a fee or revise any fee for using the Function by giving you such notice as is required by law, regulation or any applicable code. If you do not agree to any changes we make (including if we introduce a fee or revise any fee), you may give notice to us to cancel the Function before the changes are made. You will be bound by the changes if we do not receive notice from you to cancel the Function before any changes take effect. You agree that we will not be liable to you or to any third party for any changes to or for any discontinuance of the Function.
4. Any cancellation or discontinuation of the Function does not affect the liabilities and rights between you and us respectively before the date of cancellation or discontinuation.

D. No Warranties, Limits to our Liability and Indemnity

1. No warranties. We will take reasonable care to ensure that any information provided to you through your use of the Function is an accurate reflection of the information contained in our computer systems, or where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the Function and to circumstances beyond our reasonable control, you agree that your use of the Function is at your own risk and that the Function is provided on an "as is" and "as available" basis. We do not guarantee that the Function will be uninterrupted, timely or error-free and to the maximum extent allowed by law, regulation or any applicable regulatory guidance and code, the Function is provided without any warranty of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
2. Limits to our liability. You agree that, to the maximum extent allowed by law, regulation and any applicable regulatory guidance and code, we will not be liable for any direct, indirect, incidental, special, or consequential losses or exemplary damages, including, but not limited to, loss of profits, loss of goodwill, use, data or other intangible losses, even if we have been advised of the possibility of such losses, resulting from: (i) the use or the inability to use the Function; (ii) unauthorised access to the Function; (iii) statements or conduct of anyone in the course of providing the Function; or (iv) any other matter relating to the Function.
3. Indemnity. You agree to indemnify and fully compensate us, our employees, agents and our service providers from any claims, liability, damages, losses, reasonable expenses and costs (including, but not limited to, legal fees) caused by or arising from your breach of these Terms or by your infringement of any of our intellectual property rights.

E. Other Terms Applying

1. These Terms shall not affect the terms and conditions of any agreement (the "Other Terms") that may apply to you relating to the use or operation of your account(s) or relating to Hang Seng e-Banking and App or Hang Seng China App and the Other Terms shall remain in full force and effect. In the event that these Terms conflict with the Other Terms, these Terms shall prevail to the extent they relate specifically to the Function, they comply with the law, regulation and any applicable regulatory guidance and code and to the extent of any such conflict.
2. For transfers from your Hang Seng accounts to Hang Seng China accounts, the Other Terms include, without limitation, the Terms and Conditions for Remittance Services.

F. Miscellaneous

1. The Function is personal to you and you may not assign it to anyone. You agree not to make any commercial use of the Function.
2. Unless otherwise provided in these Terms, all notices we give you or you give us shall be in writing and may be given by electronic mail on the same basis as (and subject to the same conditions as) the Other Terms. Additionally, unless prohibited by law, regulation or any applicable regulatory guidance and code, we may give you notice by message we broadcast through the Function or through Hang Seng e-Banking and App or Hang Seng China App.
3. Any notice given by electronic mail or which we broadcast through the Function or through Hang Seng e-Banking and App and Hang Seng China App under Clause F.2 above shall be regarded as received 24 hours after its dispatch.
4. Any relaxation or waiver by us of these Terms at any time does not affect our right to enforce these Terms strictly at any time. Any right, power or remedy under these Terms is intended to be cumulative and in addition to any other right, power or remedy we have in law.
5. If any of these Terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intention of the parties with all the other provisions remaining in full force and effect.
6. These Terms are the entire understanding between you and us about the Function.
7. No person other than you and us 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.
8. These Terms shall be governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), and you submit to the non-exclusive jurisdiction of the Hong Kong courts. These Terms may be enforced in the courts of any competent jurisdiction.
9. In case of any discrepancy between the English and the Chinese versions of these Terms, the English version shall prevail.

G. Acceptance of these Terms

By using the Function, you will be considered to have confirmed:

1. you are at least eighteen years of age (or such other age as is required by law, regulation or any applicable code for you to enter into a contract) and
2. you agree to accept these Terms and will be bound by them.