

Terms and Conditions for Hang Seng e-Passbook Service

Hang Seng e-Passbook service enables customer to check the HKD Passbook Savings Account balance and the transaction records of past 7 years via Hang Seng Mobile App with your e-Passbook NFC card, without visiting a branch. Please read carefully the following Terms and Conditions for Hang Seng e-Passbook service.

1 Application

1.1 In these Terms:

- (a) "we" or "us" means Hang Seng Bank Limited or anyone who takes over from us;
- (b) "you" means existing customers who hold HKD passbook savings accounts in their sole or joint names (including your joint account holders);
- (c) "e-Passbook" means your e-Passbook NFC card;
- (d) "Service" means the e-Passbook service;
- (e) "Supported Device" means a compatible mobile device with NFC function running an operating system version as we specify from time to time; and
- (f) "includes" means including but not limited to.

Unless we say otherwise, the terms and expressions in these Terms have the meanings set out in the Account Rules.

1.2 These terms and conditions ("these Terms") apply when you add and use the e-Passbook on your Supported Device.

1.3 You should read and understand these Terms before using your e-Passbook.

When you use the e-Passbook, you must also comply with:

- (a) these Terms;
- (b) the Account Rules and Hang Seng Personal e-Banking Terms and Conditions (collectively referred to as "Other Terms").

If these Terms and the Other Terms say different things about e-Passbook, we'll follow what these Terms say. You should periodically check these Terms and the Other Terms relevant to the Service.

1.4 For a joint account:

- (a) each joint account holder may apply for their own e-Passbook;
- (b) these Terms bind all account holders jointly and severally.

2 Our Services

2.1 This Service allows you to retrieve account transaction records using the e-Passbook on a Supported Device

2.2 To use this Service, you'll have to:

- (a) download and keep the Hang Seng Personal Banking mobile app ("Hang Seng Mobile App") update-to-date and operating normally;
- (b) register a valid mobile number with us;
- (c) keep your HKD passbook savings account(s) active ("Eligible Account"); and
- (d) Bind the e-Passbook (under Clause 3.1) with a Supported Device and link up your HKD passbook savings accounts by visiting our branches in person.

You may apply for an e-Passbook and link up all HKD passbook savings accounts in your sole or joint name.

- 2.3 We can set and change the scope of the Service to be made available. This includes:
- (a) expanding, changing or reducing the Service;
 - (b) imposing and varying any restrictions on the use of this Service;
 - (c) setting and changing the service hours in which this Service is available;
 - (d) setting and changing the scope of transaction records which may be retrieved;
 - (e) limiting the Service if you haven't used it for a period of time (as we may set from time to time); and
 - (f) limiting the operating system version we specify from time to time

We can do this at any time without prior notice.

2.4 We may suspend or terminate this Service if you no longer satisfy a requirement in Clause 2.2.

2.5 Unless otherwise specified, this Service doesn't apply to our corporate accounts.

3 Binding and Unbinding

3.1 Your e-Passbook needs Binding before you can use it. "Binding" means taking steps to bind the e-Passbook to your Eligible Account and personal Supported Device;

You'll need to:

- (a) visit one of our branches; and
- (b) share any information we ask you for to verify your identity before Binding.

We may not process Binding if you don't:

- (a) have an Eligible Account; or
- (b) comply with Clause 2.2.

3.2 You can terminate the use of the e-Passbook at any time by "Unbinding" or "to Unbind" (following our procedures to terminate the link between the e-Passbook and personal Supported Device).

After Unbinding, your e-Passbook needs Binding again before you can use this Service.

Please contact us for Binding again after Unbinding.

3.3 We reserve the absolute discretion to Unbind the e-Passbook if we think fit in the circumstances. For example, we may Unbind your e-Passbook if you:

- (a) lose your Supported Device;
- (b) lose the e-Passbook; or
- (c) re-install the Hang Seng Mobile App.

You'll tell us if any of these things have happened as soon as you reasonably can.

You authorise us to Unbind the e-Passbook with your Supported Device as we think fit.

4 Your responsibilities

4.1 The e-Passbook isn't transferable.

4.2 You'll act in good faith, exercise reasonable care and diligence in keeping the e-Passbook safe. You won't:

- (a) transfer the e-Passbook to any person; or
- (b) allow another to use it.

4.3 You're responsible for any unauthorised:

- (a) or accidental disposal of the e-Passbook to any person; and
- (b) use of the e-Passbook.

- 4.4 If you lose your e-Passbook or Supported Device, you'll tell us this by visiting our branch or other channels we may specify from time to time.
- 4.5 We reserve the right to charge a fee for any e-Passbook replacement. You authorise us to debit the fee from any of your accounts with us.

5 Our limitation of liabilities

- 5.1 We provide the Service on an 'as-is' basis. We aren't responsible for any:
- (a) failure, breakdown or malfunction of all or any of the facilities available to the e-Passbook; or
 - (b) suspension or termination of this Service for any reason whatsoever.
- 5.2 We aren't liable for any loss arising from or in connection with the:
- (a) use of this Service;
 - (b) inability to use this Service
 - (c) suspension or termination of this Service or any part of it; or
 - (d) loss of e-Passbook resulting in data leakage or unauthorized use of e-Passbook, unless caused by our proven willful default or negligence.
- 5.3 We aren't liable in any event for any indirect, incidental, special, consequential or exemplary damages.
- 5.4 All limitations of our liability under these Terms operate to the extent the applicable law permits.
- 5.5 Any transaction information made available by the Service is for reference only. Our records of such transaction will be conclusive.

6 Changes to these Terms

We may change these Terms at any time by giving you notice according to regulatory requirements. We'll communicate these to you by display, ad or other means we think are suitable. These changes will be binding on you if you continue to use the e-Passbook or this Service after the effective date.

7 Fees

You can find our latest service charges on the use of the e-Passbook in our fee and charges table: www.hangseng.com

8 Termination

If required by Applicable Regulations or good reason, we can suspend or terminate any of this Service or the operation of the e-Passbook. We can do this at any time without notice or reason.

9 No third party rights

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.

10 Governing law and jurisdiction

These Terms are governed by the laws of Hong Kong Special Administrative Region ("Hong Kong"). The Hong Kong courts have non-exclusive jurisdiction. These Terms may be enforced in the courts of any competent jurisdiction.

11 Language

If the English version of these Terms says something different to the Chinese version, then we'll follow the English version.