

## 电子银行服务条款及细则

本条款及细则（“条款及细则”）对恒生银行（中国）有限公司（简称“本行”，在上下文允许或要求的情况下，包括本行在中国（为本条款及细则之目的不包括香港特别行政区、澳门特别行政区及台湾地区）境内或境外的任何或所有分行、支行及其继承人和受让人）与已于本行开立账户的客户（“客户”）之间就客户通过本行的电子银行系统所作交易项下的相互责任进行规范及/或界定。

客户确认其已仔细阅读、审阅并且理解本条款及细则。如客户注册使用或继续使用该服务，则应被视为已无条件地及不可撤销地接受本条款及细则。

### 1. 电子银行服务

a. 本行将根据本条款及细则，随时提供电子银行服务和便利（“电子银行服务”），包括通过由本行或者代表本行建立、经营和/或维持的任何因特网网站（“因特网网站”）提供的网上银行服务及设施（“网上银行”），及通过由本行或代表本行建立、运作及/或维护的装载于客户手机或其他手持电子装置或设备的应用程序（“应用程序”），提供的手机银行服务及设施（“手机银行”），使客户能够以在线方式向本行发出指令并与本行沟通，以办理各种性质的银行业务、投资、金融和其它交易和买卖，并从本行和/或汇丰集团成员处获得服务、产品、资料、商品、利益和优惠。

b. 电子银行服务仅将在相关司法管辖区当时适用的法律允许的范围内提供。电子银行服务及其相关信息并非旨在供其它司法管辖区的人士查阅或使用。进入电子银行服务网页的人士必须知悉并遵守一切有关的法律（包括但不限于中国法律）和限制。

c. 作为电子银行服务的一部分，本行可通过任何因特网网站或应用程序提供由任何人（以下称“资料提供者”，包括向资料提供者提供任何资料的任何其他人士）提供的金融、市场或其它信息和资料（“电子银行资料”），而且可以提供以任何形式、媒介或方法从电子银行资料中汇编出来的报告（“报告”）。

d. 为了不断改进电子银行服务，本行有权定期或不定期对电子银行系统进行维护、升级和改造，此外，本行**将根据业务发展需要变更本行提供的电子银行服务的范围和种类**，本行将在进行上述变更前以本行认为合适的渠道，如通过本行官网、电子银行渠道或营业网点等渠道事先发布公告（上述变更在本行控制范围以外的除外），包括但不限于：

i. 增加、改变、缩减或终止电子银行服务；

ii. 规定和更改电子银行服务的任何使用限制，例如：客户使用电子银行服务可能进行的任何交易或买卖的每日最低和最高限额或种类；和

iii. 规定和更改提供电子银行服务的正常服务时间，以及任何种类的电子银行服务或交易的每日截止时间。本行在其随时确定的任何每日截止时间后收到的任何客户指令，应视为于下一个营业日收到。本行可参照在不同时区运作的各个市场的时间来规定营业日和每日截止时间。

e. 为提供电子银行服务，本行可以要求客户指定或注册一个或多个特别账户。

### 2. 条款及细则的适用

电子银行服务为客户提供一种额外的账户操作方式，可以进行交易和买卖，以及获得本行和/或汇丰集团其它成员随时提供的服务、产品、资料、商品、利益和优惠。使用电子银行服务而完成的交易和买卖须受本条款及细则以及本行向客户发送的重要通知和个人信息及隐私保护政策约束。适用于有关账户、交易、买卖、服务、产品、资料、商品、利益或优惠的一切其它条款及条件应继续适用，本条款及细则应被视为是对其他适用的条款及条件的补充，如其他条款及条件与本条款及细则有任何不一致，则就电子银行服务而言，应以本条款及细则为准。

### 3. 电子银行服务的使用

a. 如属个人客户，则电子银行服务仅供其单独及排他使用。如属非个人客户，则客户应根据本行规定的程序，指定本行准许的一人或多人（如果客户为个人独资企业，则包括个人独资企业投资人）使用电子银行服务（“被授权用户”）。电子银行服务仅可由客户或（如属非个人客户）被授权用户使用，不得由任何其它人使用。

b. 第一次使用电子银行服务时，客户和/或被授权用户须以在线方式或本行可能随时规定的其它方式进行注册，表明其接受适用于电子银行服务的一切条款及细则，并提供本行为识别客户和/或被授权用户的身份可能合理规定的资料。

c. 一旦客户和/或被授权用户注册使用电子银行服务，其即应被视为已向本行保证就其就电子银行服务向本行提供的一切信息均为真实、完整和最新的。

d. 客户和（如适用）被授权用户不得为任何非法目的或活动使用或在明知的情况下允许任何他人使用电子银行服务、电子银行资料和/或报告。客户和（如适用）被授权用户如知悉上述使用行为，应在可行情况下尽快通知本行。

e. 本行在因特网网站或应用程序上或以其它方式就在线查询报出的任何汇率、利率、交易费率及其它价格和信息均仅供参考之用，对本行不具有约束力。本行就有关交易报出的任何汇率、价格和信息，一经客户和（如适用）被授权用户接受即对其具有约束力，不管本行报出何种不同的汇率、价格或信息。

f. 客户和（如适用）被授权用户承认，通过因特网或应用程序传输指令、资料或通讯可能存在时间延迟。

#### 4. 身份识别与验证

a. 本行可针对不同服务渠道，或不同产品、服务或交易类型，对于网上银行和/或手机银行客户要求不同的身份识别与验证方式，包括但不限于识别、查验客户个人信息（包括但不限于姓名、身份证件号码等），本行提供的密码器、客户的用户名、密码，以及客户预设的手势、指纹、面容特征或其他生物特征。本行可不时决定增加、删减和变更身份识别与验证方式。客户同意并确认，以客户名义通过前述任一方式完成身份识别与验证后所进行的操作或发出的指示，本行无需获得客户另外的任何书面或其他方式的确认，即可合理认为是由客户本人所为或经客户本人授权作出，并将其视为客户本人的真实意思表示，即使该等操作或指示实际上并非由客户亲自进行。

b. 使用用户名及密码方式识别验证身份的，客户或（如属非个人客户）被授权用户应按照本行以在线或其它方式提供的指南指定用户识别码（“用户名”）和密码（“密码”），以便其在使用电子银行服务时进行身份识别。客户或（如属非个人客户）被授权用户可随时更改密码，但密码的更改仅于本行接受时方生效。除非得到本行同意，否则不得更改用户名。

c. 客户和（如适用）被授权用户应诚信行事，并作出合理的谨慎和努力，妥善保管用户名和密码以及存储在移动设备上的用于访问手机银行以及授权进行相关交易的手势、指纹、面容特征或其他生物特征（以下统称“身份识别信息”）。客户或被授权用户在任何时候和任何情况下均不得向任何其它人透露用户名和/或密码，并且应该确保移动设备上仅存储本人的手势、指纹、面容特征或者其他生物特征。

**d. 客户和（如适用）被授权用户应对身份识别信息的泄漏、遗失、被盗负全责，并承担身份识别信息被未经授权的人士使用或被用于未经授权用途的风险。**

e. 如发觉或怀疑身份识别信息被透露给任何未经授权的人士或有任何未经授权使用电子银行服务的行为，客户（或如属非个人客户，客户或被授权用户）应在可行的情况下亲自或通过电话或本行可能随时规定的其它方式通知本行（本行可要求客户书面确认所提供的任何详情）。在本行实际收到上述通知之前，客户和（如适用）被授权用户仍应对未经授权人士使用电子银行服务或电子银行服务被用于未经授权的用途负责。

#### 5. 指令

a. 客户或（如属非个人客户）被授权用户必须使用身份识别信息登录以使用电子银行服务和向本行发出在线指令。客户或（如属非个人客户）被授权用户给予本行的任何电子银行服务指令，必须以本行随时规定的方式发出，并且在本行实际收到之前，不被视为已由本行收到。

b. 如属非个人客户，则客户和被授权用户在本条款及细则项下的责任和义务应是连带的，本行按其收到的指令完成的一切交易，在任何方面均对客户和被授权用户具有约束力。客户和被授权用户不可撤销地授权本行按指令完成有关账户的借记与贷记。

客户和被授权用户应确保有关的指定账户中有进行任何交易所需的足够资金或预先安排的信用额度。本行不负责其因资金和/或信用透支额度不足而未能执行任何指令所引起的或与之有关的任何后果。但本行在上述资金不足的情形下，仍可无须事先通知客户或被授权用户或不经其事先批准而自行酌情决定执行任何指令，由此产生的任何透支、垫款或借记金额由客户和被授权用户负全部责任。

c. 客户和（如适用）被授权用户应完全负责确保所有通过电子银行服务发出的指示（包括但不限于从账户中汇出资金的指示）的准确性，充分性及完整性。

d. 只有在本行认为依指令行事是实际可行而且合理的情况下，本行才会根据其正常业务惯例和程序依指令行事。

e. **本行将会以在线方式提供关于指令已被收到和/或交易已通过电子银行服务完成的通知或确认。**上述通知或确认一旦发出，客户和（如适用）被授权用户即被视为已收到该等通知或确认，客户和（如适用）被授权用户有责任核对该等通知或确认。如在收到类似的通知或确认通常所需的时间内未收到上述通知或确认，则客户和（如适用）被授权用户有责任就此向本行进行查询。

f. 因特网网站或应用程序上提供的关于任何账户或交易的资料均仅供参考之用。除非证明存在相反情形，否则本行就上述账户、交易和电子银行服务的任何使用的记录应是最终的。

g. 本行有权以本行规定的任何币种进行任何支付，并可要求客户和（如适用）被授权用户以本行规定的任何币种进行任何支付。如需将一种货币折算为另一种货币，则应按本行确定的相关外汇市场在相关时点通行的汇率进行折算，上述关于汇率的确定应是最终的，对客户和被授权用户均具有约束力。

#### 6. 费用

本行保留就使用和/或终止电子银行服务收取和更改费用的权利。本行应在其随时确定的任何费率生效前向客户发出合理的通知。如果客户在生效日期或其后继续维持或使用电子银行服务，则该等费率应对客户具有约束力。本行可按其规定的方式和时间向客户收取费用。

#### 7. 客户的承认、承诺和责任

a. 客户和（如适用）被授权用户应提供本行为提供电子银行服务而随时合理要求的资料。

b. 客户和（如适用）被授权用户授权本行将有关客户、被授权用户及其各自的账户和/或本行代表客户和/或被授权用户执行的交易的资料，按照本行随时制定的有关使用客户资料的政策使用，并且在下列情况下，向相关方人士（不论在中国境内或境外）披露：

- i. 向本行潜在或实际受让人或本行对客户享有的相关权利的受让人或本行所有或任何部分资产或业务的受让人或其权利与客户相关的人披露；
- ii. 向本行的总部或其他分行、支行、关联公司、代理人或代表人，或向本行提供与本行经营业务有关的管理、电信、计算机、付款、证券结算清算、信用调查、催收欠款或任何其他服务的任何代理人、代表人、承包人或服务提供者，或向本行的审计师、会计师或法律顾问披露；
- iii. 本行应任何司法管辖地的任何适用法规、法庭命令的要求而披露；
- iv. 本行应任何司法管辖地的本行监管或监督机关或本行业协会的要求而披露；
- v. 在客户与本行另行签署的任何其他协议项下客户授权本行作出的披露。

客户或本行终止电子银行服务不影响或终止客户对本行披露本行于服务终止时所持有的上述资料所作的授权。

c. 客户和（如适用）被授权用户不得（也不得试图）对电子银行服务、任何因特网网站、应用程序或其中包含的任何软件的任何部分进行反编译、反向工程、翻译、转换、适配、更改、修改、增加、删除或以任何方式篡改或进入其中任何部分。

d. 客户和（如适用）被授权用户承认，其有责任通过正常交易渠道为交易之目的独立确定市场价格和费率，在信赖并根据任何电子银行资料和/或报告行事前进行核实，就所有适用法律规定的可能对其有所影响的关于电子银行服务、电子银行资料和报告的使用、本条款及细则及任何交易和买卖的法律、税务和其它问题寻求独立的专业咨询意见。

e. 客户确认并且无条件地接受及同意，本行无需对客户因技术性障碍或误用/未经授权地使用电子银行服务，或因本行将其账户的资料披露予任何人士、或因进行加密交易、或因按照在电子银行服务项下收到的加密指示行事而招致的损失负责。

若客户未能遵守安全及保密要求，其可能需就未经授权的使用服务而承担责任，本行对此概不承担任何责任，本条款及细则第10条另有约定的除外。除本第7条的其它条款外，如属非个人客户，则：

i. 客户和（如适用）被授权用户应按本行要求，签署本行认为就提供电子银行服务和履行、行使和保证其在本条款及细则项下的义务、权力和权利所需要的或适用的表格和/或文件，提供本行就上述目的认为必要的或适当的资料以及采取本行就上述目的认为必要的或适当的行动。

ii. 客户承认，除遵守客户和/或本行可能设定的使用电子银行服务的每日限额或其它限制外，被授权用户可发出指令，以其认为适当的方式操作任何及所有指定账户（包括但不限于从指定账户提取资金和/或向其自身和/或任何其它人转移资金，无论是否供其个人使用和为了其个人的利益）。客户授权本行根据本条款及细则执行一切指令，并且确认本行无任何义务核实任何指令的恰当性或完整性。

iii. 客户有责任采取适当的措施随时关注和控制电子银行服务的使用以及被授权用户和指定账户的指定和改变，采取适当安全措施防止电子银行服务被未经授权的人使用或被用于未经授权的用途。这些措施包括但不限于对被授权用户可以从指定账户中借记、提取或转账的金额规定每日最高限额或其它限制。

iv. 客户应指定任何指定账户，并授权被授权用户通过电子银行服务（但不得通过任何其它方法）单独操作该等账户，而无论目前对于该等账户的操作是否有相反规定或安排（包括任何交易限制）。为避免歧义，上述任何相反规定或安排应视为已在本第7(e)(iv)条的范围内被修改。

v. 客户保证，其具有接受本条款及细则以及履行其在本条款及细则项下义务的全部权力和授权；其已采取或取得一切必要的公司内部或政府行动和批准，以接受本条款及细则、履行其义务和使用电子银行服务。客户进一步保证，上述接受、履行和使用均不会违反其组织文件或适用法律的任何条款或与之相冲突。

## 8. 知识产权、资料和数据提供者

a. 客户和（如适用）被授权用户承认并同意，电子银行服务、电子银行资料、报告及其编辑、编集、构造、呈现和表达形式、格式、方式或方法（合称“保密资料”），均系本行和各个资料提供者的商业秘密及专有财产，并且客户应对此承担保密责任。

b. 除本条款及细则明确允许外，客户和（如适用）被授权用户不得（亦不得试图）作出下述行为：

i. 以任何方法向任何其它人销售、转让、披露、转让、让与、出租、分许可、共享、出借、派发、传输、广播、以有线电视方式播送、传阅、下载、复制、复印或以其它方式提供或传播任何形式的保密资料，或者以商业方式利用任何保密资料；

ii. 以任何方式去除、抹去、消除、移动或修改保密资料上的或与保密资料一起出现的任何专有标记，包括但不限于任何商标或著作权公告；或

iii. 将保密资料纳入任何其它计划中或与之组合；

c. 上述披露限制不适用于下列任何保密资料：

i. 法律强制要求披露的，但仅限于法律要求披露的范围，并且仅可在客户或被授权用户向本行发出关于披露要求的书面通知后作出；或

ii. 本行已明确书面同意披露的保密资料。

d. 客户和（如适用）被授权用户同意，对保密资料的（或与之有关的）一切权利、所有权和利益，以及任何及一切相关的著作权、专利、商标、服务商标、专有财产、商业秘密和专有作品，均属于（并将持续属于）本行和各资料提供者的专有财产。

除根据本条款及细则访问电子银行服务、电子银行资料和报告的权利外，本行和/或任何资料提供者并未向客户或被授权用户让与或转让任何权利、所有权或权益。客户和（如适用）被授权用户不得作出任何陈述或任何行为，使任何第三方认为客户和（如适用）被授权用户有上述任何权利、所有权或权益。

e. 资料提供者可随时就其提供的任何电子银行资料的使用和获取制定条款及细则。客户和（如适用）被授权用户在上述条款及细则生效之日或之后（经事先通知）访问电子银行资料，即构成客户和被授权用户接受该等条款及细则。

f. 所提供的电子银行资料和报告仅供参考之用，并不旨在用于交易或其它目的。本行和任何资料提供者均不得被视为是客户和（如适用）被授权用户的投资顾问。

g. 本行和任何资料提供者均未就任何电子银行资料或报告的连续性、准确性、真实性、可靠性、充足性、及时性或完整性，或者其是否适合于任何目的作出任何保证、陈述和担保。他们中的任何一方均不对客户、被授权用户或任何其它人依赖电子银行资料或报告的行事承担任何责任（无论是侵权、合同还是其它责任）。

h. 电子银行资料将依现状提供，并标明直接向本行提供电子银行资料的资料提供者的身份。本行不应被视为已认可任何资料提供者所提供的任何电子银行资料，或对上述资料发表任何意见，也不承担任何核对或核实任何电子银行资料的义务。

i. 本行并未作出与任何种类的电子银行服务、电子银行资料和/或报告有关的任何承诺、陈述或保证。本行或任何资料提供者的雇员或代理人未被授权作出上述任何承诺、陈述或保证。

## 9. 本行的责任

a. 本行将在考虑可能随时适用于本行的任何法律、法规、规章、指导方针、通告、行为守则和通行市场惯例后，采取合理可行的措施，以确保其电子银行服务的系统的安全性，以及控制和管理系统的操作风险。

b. 本行、任何汇丰集团成员或任何资料提供者均未作出下述保证或陈述：电子银行服务、电子银行资料和报告不存在任何可能对客户和（如适用）被授权用户的硬件、软件或设备产生不利影响的病毒或其它破坏性功能。

c. 对于因下列行为而引起的或与之有关的后果，本行或任何汇丰集团成员概不对客户或任何其它人承担任何义务或责任，除非第10(b)条适用，或者该等后果系因本行、汇丰集团任何成员或其各自的高级职员或雇员的故意不当行为或重大过失造成，而且仅限于由此造成的可合理预见的直接损失和损害（如有）或有关交易的金额（以金额较低者为准）：

i. 客户或（如属非个人客户）被授权用户或任何其它人（不论是否获得授权）使用电子银行服务和/或由于使用而访问任何电子银行资料；

ii. 在提供电子银行服务、传输与电子银行服务有关的指令或资料或与因特网网站及应用程序连接时，由于本行不能合理控制的任何作为、不作为或情况而引起的任何干扰、中断、中止、延迟、损失、无法获得、残损或其它故障（包括但不限于任何通讯网络的故障，任何第三方服务提供商的作为或不作为、机械故障、电力中断、功能障碍、停止运转或设备、安装或设施的不足，任何法律、法规、规章、准则、指令、监管指导原则或政府命令（无论是否具有法律效力））；和

iii. 在任何通讯网络提供商的任何系统、设备或工具中传输和/或存储任何与客户、被授权用户、电子银行服务和/或客户和/或被授权用户根据电子银行服务进行的交易或业务有关的资料和信息。

d. 在任何情况下，本行、任何汇丰集团成员或任何资料提供者，均不就任何附带的、间接的、特殊的、相应的或惩罚性的损害（包括但不限于任何使用、利润或储蓄的损失）而对客户、被授权用户或任何其它人承担责任。

## 10. 客户的责任

a. 除非第10(b)条适用，否则客户和（如适用）被授权用户应对客户、被授权用户或任何其它人（无论有否获得授权）因使用电子银行服务和/或因该等使用而访问任何电子银行资料、报告或任何其它资料而引起的所有后果承担全部责任。

b. 除第4(e)条规定外，如果本行合理认为，客户和（如适用）被授权用户没有过失、欺诈或过错，则如果客户和被授权用户在使用电子银行服务进行的未经授权的交易过程中因下列原因发生资金损失或错误存放，客户无须承担责任：

i. 电脑犯罪，条件是如果本行根据第9(a)条采取风险控制和管理措施，该等犯罪行为可被防范；

ii. 本行的人为或系统错误；或

iii. 因本行或其高级职员或雇员的故意不当行为或重大过失而引起的付款无效或错误付款。

c. 对于本行、任何汇丰集团成员、任何资料提供者及其各自的高级职员和雇员可能发生的任何种类的一切责任、索赔、要求、损失、损害赔偿、费用、开支和支出（包括但不限于按全部补偿基准支付的律师费），以及可能由他们其中之一提起或可能针对其提起的关于提供电子银行服务、电子银行资料和/或报告或客户违反本条款及细则和任何适用法律或根据本条款及细则行使或保护本行的权利和权力的一切行动或程序，客户和/或（如属非个人客户）被授权用户应连带地赔偿本行、任何汇丰集团成员、任何信息提供者及其各自

的高级职员和雇员由此而造成的损失，除非其起因是本行、任何汇丰集团成员、任何信息提供者及其各自的高级职员和雇员的故意不当行为或重大过失，或者除非第10(b)条适用。

### 11. 软件及硬件

- a. 客户应随时在适当时候确保采购、保养及更新/升级所有软件及、计算机及通讯系统，以接受及使用与本行系统兼容的服务，并自行承担有关费用。本行可随时自行更改、变更或升级其软件、硬件、运作系统等。客户的软件、硬件、运作系统与本行的软件、硬件、运作系统相匹配是客户独有的责任，本行无义务就此提供支持。
- b. 客户应采取所有合理切实可行的措施确保其用以连接服务的计算机或其它装置不受任何计算机病毒或相似装置或软件的影响。客户可以通过本行无法控制的公开系统，即互联网或其它方式连接服务，因此，客户必须确保其为连接服务而使用的任何计算机或其它装置能够充分地防止病毒入侵。
- c. 若客户于中国以外的国家使用服务，客户有责任遵守当地法律。

### 12. 变更和终止

- a. 本行可根据业务发展需要变更、暂停或终止任何或全部电子银行服务，或者暂停或终止客户和被授权用户（如适用）使用电子银行服务，本行将在进行上述变更、暂停或终止前以本行认为合适的渠道，如通过本行官网、电子银行渠道或营业网点等渠道事先发布公告（上述变更在本行控制范围以外的除外）。
- b. 客户可随时向本行发出至少五个工作日的事先书面通知而终止使用电子银行服务。
- c. 本条款及细则中依其本义需要在电子银行服务和/或对电子银行服务的使用暂停或终止后继续有效的一切规定，应在本条款及细则暂停或终止后继续完全有效，这些规定包括但不限于第3(b)、4、7、8、9和10条。尽管有上述暂停或终止规定，只要本条款及细则与客户及/或被授权人士（如适用）仍须履行的任何义务或法律责任有关，客户及被授权人士（如适用）仍将继续受本条款及细则中相关规定的约束。

### 13. 抵销

- a. 本行可无须事先通知客户和（如适用）被授权用户，随时将客户和（如适用）被授权用户（不论是以客户或被授权用户的名义单独开立的或是以客户或被授权用户和任何其它人的名义联名开立的）在本行开设的任何账户内的任何余额进行组合或合并，并且无论付款地、本行办理业务的分行或双方各自义务所涉及的币种，无论该等债务是实际的还是或有的，也无论其是客户或被授权用户单独欠付的或是客户或被授权用户与任何其它人共同欠付的，本行可以将客户和（如适用）被授权用户对本行的任何到期义务和本行对客户和（如适用）被授权用户的义务（如果该等义务尚未到期，则本行可以采取任何行动将其到期日提前）相互抵销。
- b. 如果上述a项中提及的债权和债务涉及不同币种，本行可按债务抵销时其依法公布的汇率折算债务。
- c. 如果上述a项提及的任何债务尚未确定，本行可按其保存的资料核算债务并予以抵销。

### 14. 修改

本行可随时修改本条款及细则和/或采用额外的条款及细则。本行向客户和（如适用）被授权用户发出合理通知后，对本条款及细则的任何修改和/或增加即告生效，本行可通过在因特网网站或应用程序上张贴或通过展示、广告或本行认为合适的其它方法发出通知。如果客户和（如适用）被授权用户在变更生效之日或之后继续维持或使用电子银行服务，则该等变更即对其具有约束力。

### 15. 通讯

- a. 本行有权随时规定根据本条款及细则发出的通知的形式（无论是书面或任何其它形式）以及每种通知的通讯方式。
- b. 专人递交或以邮寄、传真、电传或电子邮件发出的通讯，应于下列时间视为已由客户收到；专人递交的，于专人递交之时或将通讯留置于客户最后书面通知本行的地址之时视为收到；本行在中国境内，以邮寄方式发出的，如上述地址在中国境内，则为邮寄后两天视为收到；如上述地址在中国境外，则为邮寄后七天视为收到；以传真、电传或电子邮件发出的，于向客户最后书面通知本行的传真或电传号码或电子邮件地址发送后即视为收到。客户发给本行的通讯于本行实际收到之日视为已向本行交付。

### 16. 可分割性

本条款及细则的每项规定是可分割的，并且独立于其它规定。如果一项或多项规定在任何时候根据任何司法管辖区的法律在任何方面成为不合法、无效或不可强制执行，其它规定的合法性、效力或可强制执行性不受影响。

### 17. 放弃

本行的作为、延迟或不作为均不影响其在本条款及细则项下的权利、权力和补救措施，也不影响对上述权利、权力或补救措施的任何进一步行使。本条款或条件项下的权利和补救措施是对法律规定的权利和补救措施的补充，并且不排除法律规定的权利和补救措施。

### 18. 其它规定

- a. 如果所涉及的指定账户系联名账户，则本条款和条件中提及的“客户”指该联名账户的所有和每一账户持有人。所有客户均受本条款及细则的约束，并对通过使用电子银行服务完成的一切交易和买卖承担连带责任。
- b. 在本条款及细则中

- i. 凡提及“个人用户”指以其个人身份在本行维持账户或接受本行其它服务的个人；
  - ii. 凡提及“非个人用户”指个人用户之外的客户，包括公司、个人独资企业、合伙企业、政府部门、其他组织或实体；
  - iii. 凡提及“客户”如属个人独资企业，指个人独资企业投资人；如属合伙企业，指该合伙目前及将来的每一合伙人；如属法人亦包括其合法继承人，在每种情况下；包括其任何遗产代理人或合法继承人；
  - iv. 凡提及“交易”指本行根据或基于客户或（如属非个人客户）被授权用户（无论是为其自身或是代表客户）向本行发出的指令而完成的任何转账、取款、存款、交易、买卖或行为；
  - v. 凡提及“指定账户”指在电子银行服务下注册和/或可用的所有账户；如属非个人客户，还包括任何无论以客户或是以被授权用户的名义开立的账户；
  - vi. 凡提及“人”指个人、公司、个人独资企业、合伙企业、政府部门和其他组织或实体。
- c. 本行可指定任何人作为其代理人（包括任何律师事务所或其它经本行授权的债务催收公司），催收客户和（如适用）被授权用户拖欠本行的任何或一切债务。客户和被授权用户应负责承担本行每次为此目的合理发生的一切合理的费用与支出。

## 19. 适用法律和管辖

- a. 电子银行服务和本条款及细则及本条款及细则项下各方的权利和义务受中华人民共和国（“中国”）的法律管辖，并按其解释。
- b. 在本条款及细则履行期间，凡因履行本条款及细则所发生的或与本条款及细则有关的一切争议、纠纷，各方可协商解决。协商不能解决时，任何一方可以依法向本行所在地有管辖权的法院起诉。「客户」接受该法院行使非专属司法管辖权，「本行」有权在任何其它拥有管辖权的法院提请解决相关争议和纠纷。在诉讼期间，本条款及细则不涉及争议部分的条款仍须履行。

## 20. 文本

本条款及细则的中英文本如有歧异，须以中文文本为准。

## 21. 免责声明

- a. 客户确认各类电子银行渠道并非传送敏感数据的安全渠道。客户须就通讯自担风险。对于任何因未经授权的第三人可获取的通讯而造成的任何机密泄露，本行概不负责，本条款及细则第10条另有约定的除外。
- b. 本行电子银行提供的产品、服务及信息供位于中国境内（港澳台地区除外）的客户访问及使用。
- c. 电子银行服务由恒生银行（中国）有限公司（“恒生中国”）提供。恒生中国由中国银行保险监督管理委员会、中国人民银行、国家外汇管理局等监管机构监督并管理。
- d. 如果您身处港澳台地区或中国境外其他国家或地区，本行不能保证可根据您所身处或居住的国家或地区的相关法律法规向您提供电子银行项下相关产品或服务。
- e. 本行电子银行提供的资料无意被任何人传递至或使用于相关法律法规限制或禁止传播或使用该等资料的任何国家或地区，也无意供该等国家或地区的人们使用。

## **Terms and Conditions for e-Banking**

The Terms and Conditions (“Terms and Conditions”) hereunder provide and define the obligations of both the Customer and the Hang Seng Bank (China) Limited (“the Bank” which expression shall, where the context allows or requires, includes any or all branches, sub-branches whether in the People’s Republic of China (for the purpose of these Terms and Conditions, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan or abroad), its successors and assigns), under the transactions made between the Customers who open accounts in the Bank in the e-Banking system.

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

### **1. e-Banking Services**

a. Hang Seng Bank (China) Limited shall provide subject to these Terms and Conditions e-Banking services and facility from time to time (the “Services”) through any Internet site (“Internet Site”) established, operated and / or maintained by or on behalf of the Bank (“Internet Banking”) and any Applications (“Applications”) established, operated and / or maintained by or on behalf of the Bank which are installed in customers’ mobile phones or other mobile devices (“Mobile Banking”) 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 all applicable laws (including but not limited to the PRC laws) and restrictions.

c. As part of the Services, the Bank may make available via any Internet Site or Applications financial, market or other information and data (“Information”) supplied by any person (each an “Information Provider” which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means (“Reports”).

**d. In order to improve the Services, the Bank has the right to maintain, upgrade, reform e-Banking system regularly or from time to time, and the Bank has the right to change the scope and type of the Services available.**

**Before executing the change (unless the change is beyond the control of the Bank), the Bank shall notify the Customer through appropriate channels, like our official website, e-Banking channel or branches etc., including without limitation:**

**i. expanding, modifying, reducing or terminating the Services;**

**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.**

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 dealings 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 effected by using the Services are subject to these Terms and Conditions and the Bank’s Important Message to Readers and Personal Information and Privacy Protection Policy. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply. These Terms and Conditions are supplementary to any other terms and conditions in connection with account service of the Bank. Where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

### **3. Use of the e-Banking 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 Customer 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 true, complete 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 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), Applications 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 or Applications.

#### 4. Identity Verification

a. Depending on different service channels, different products, services, transactions or dealings, the Bank may adopt different Customer identity verification methods, the Bank may adopt different Customer identity verification methods for Internet Banking and/or Mobile Banking Customers, including but not limited to identifying, verifying, checking the Customer's personal information (including but not limited to name, identity document number), security device provided by the Bank, user name, password, and gesture pre-set by the Customer, fingerprint, facial map or other biometric data. The Bank may from time to time add, delete, or change the identity verification methods. The Customer agrees and confirms that once the identity verification process by adopting any of the above verification methods has been complete, the Bank may reasonably assume, without the need to further obtain any additional written or other confirmation from the Customer, that any operation made or any instructions given shall be reasonably deemed as made or given by the Customer himself which represents his own intention, even if such operation or instruction may not actually be made or given by the Customer himself.

b. Where Customer's identity is verified via user name and password, the Customer or, in the case of a non-personal Customer, the Authorised e-Banking User shall follow the guidance provided by the Bank on-line or otherwise in designating the user identification code (the "User Name") and the password (the "Password") for identifying him for the purposes of the Services. The Customer or, in the case of a non-personal Customer, the Authorised e-Banking User may change the Password at any 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 Customer and, where applicable, the Authorised e-Banking User shall act in good faith, exercise reasonable care and diligence in keeping in secrecy the User Name and the Password as well as any gesture, fingerprint, facial map, or other biometric data stored on the mobile device (collectively the "Identity Verification Information") can be used to access the Mobile Banking and to give instructions for certain transactions. At no time and under no circumstances shall the Customer or the Authorised e-Banking User disclose the User Name and / or the Password to any other person, and therefore should ensure that the mobile device only stores own gesture, fingerprint(s), facial map, or other biometric data.

**d. The Customer and, where applicable, the Authorised e-Banking User shall be fully responsible for disclosure, lost, stolen of the Identity Verification Information and bear the risks of the Identity Verification Information being used by unauthorised persons or for unauthorised purposes.**

e. Upon notice or suspicion of the Identity Verification Information being disclosed to any unauthorised person or any unauthorised use of the Services being made, the Customer (or, in the case of a non-personal Customer, the Customer or 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 unauthorised persons or for unauthorised purposes.

#### 5. Instructions

a. The Customer or, in the case of a non-personal Customer, the Authorised e-Banking User is required to quote the Identity Verification Information 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. The Customer (if applicable) and the Authorised User shall be fully responsible for the accuracy, sufficiency and integrity of all instructions sent through the Services (including but not limited to instructions to debit the accounts).

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) or Applications 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 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.

b. The Customer and, where applicable, the Authorised e-Banking User authorise the Bank to disclose and transfer information relating to the Customer, 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 to such person(s) as the Bank may be requested (whether or not compelled by law) to do so by the policy provided by the Bank in connection with the use of information of the Customer to the following persons (whether in the People's Republic of China or abroad):

i. any proposed assignee of the Bank or participant in any of its rights in relation to the customer;

ii. the head office and any branch, members of Hang Seng Group and/ or members of HSBC Group, for any purpose, including but not limited to any disclosure to any administrative or supervisory authorities, any courts or in any jurisdiction;

iii. the head office or other branches of the Bank, related company, associate, agent (including any contractor or third party service provider who provides administrative, telecommunications, computer, payment or clearing or other services to the Bank in connection with the operation of its business), representative professional advisers of the Bank, credit reference agencies, debt collection agencies, any third party for marketing purposes or any financial institutions for the purpose of providing banker's or credit references, on the premise that the Bank considers it necessary or appropriate for the business or operation of the Bank to disclose to such person, institutions or organizations, or necessary to satisfy any laws, regulations, orders applicable to the head office or any branches of the Bank and/or other members of HSBC Group, or any rules, directions, guidelines, codes, notifications or

restrictions issued by any supervisory authorities, government organs, exchange or professional associations (no matter it has the effect of law or not) (generally known as the “applicable law”);

iv. any supervisory authorities, government organs, any courts or judicial organs any jurisdiction, for the purpose of complying any applicable law; and

v. any other disclosure authorised by the customer under other agreements between the customer and the Bank.

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, Applications 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 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 information and the Reports, these Terms and Conditions and any transactions and dealings which may affect them under all applicable laws.

e. The Customer confirms and unconditionally accepts and agrees that the Bank shall not be responsible for any loss caused by technical failure or misuse or unauthorised use of e-Banking, or disclosure of account information to any person by the Bank, or security transactions, or acts done in accordance with security instructions under e-Banking.

The Customer may be responsible for unauthorised use if the Customer fails to comply with the security requirements. The Bank does not assume any responsibility for such behaviors unless otherwise stated by clause 10 of these Terms and Conditions. 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 actions and approvals (including but not limited to government approvals) have 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 or applicable laws.

## **8. Intellectual Property, Information and Information Providers**

a. The Customer and, where applicable, the Authorised e-Banking User acknowledge and agree that the Services, the 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, and the Customer shall be liable to keep it confidential.

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 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 Information supplied by it. Access to such 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 Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer and, where applicable, the Authorised e-Banking User.

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 Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer, the Authorised e-Banking User or any other person.

h. The Information will be made available as it is supplied and identifying the 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 Information.

i. No warranty, representation or guarantee of any kind relating to the Services, the 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 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. Unless Clause 10(b) applies or due to the gross negligence or willful 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 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, in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) and Applications 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.

d. 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 and/or access to any 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(e) and if, in the reasonable opinion of the Bank, there is not 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 transaction 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 willful 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, cost, 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 Information and/or the reports or any breach by the Customer of these Terms and Conditions and any applicable laws, or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or willful 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. Software and Hardware

a. The Customer shall from time to time purchase, maintain and update all softwares, computers and communication system to accept and use the Services compliant with the system of the Bank at the cost of the Customer. The Bank may change, modify or update its softwares, hardwares, operation system etc. The Customer shall ensure that the softwares, hardwares and operation system of the Customer comply with the softwares, hardwares and operation system of the Bank. The Bank has no duty to provide such support.

b. The Customer takes all reasonable and applicable measures to ensure that the computers and other equipment connected with the Services unaffected by any viruses or similar equipment or software. The Customer may connect the Services by public systems that could not be controlled by the Bank, such as the internet or other means; therefore, the Customer must ensure that the computers and other equipment connected with the Services are unaffected by any viruses.

c. If the Customer uses the Services in the countries outside China, the Customer shall comply with the local laws of those countries.

#### 12. Variation and Termination

a. **The Bank has the right to modify, suspend or terminate all or any of the Services or their use by the Customer and, where applicable, the Authorised e-Banking User to facilitate the Bank's business development. Before the above mentioned change (unless the change is beyond the Bank's control), the Bank shall notify the Customer through appropriate channels like our official website, e-Banking channel or branches etc.**

b. The Customer may terminate the use of the Services at 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 d, 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.

#### 13. Set-off

- a. The Bank is entitled at any time and upon notice to the Customer to combine or consolidate any balances standing to the credit of any of the Customer's account with the Bank (no matter in the name of the Customer solely or in the name of the Customer and any other people jointly) and set off, debit withhold and/or transfer any sum thereof in or towards satisfaction of any of the obligations, indebtedness and liabilities owed by the Customer to the Bank in whatever capacity, whether actual or contingent or joint or several (including, without limitation, any amount owed by the Customer under Clauses 12.15 and 19.03), in whatever place of payment, in whichever branch or whatever currency in connection with the obligations of the two parties. Where set-off requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate at the time of Set-off. If the liability is not determined, the Bank may examine and calculate it in accordance with the information kept by the Bank and set it off.
- b. If different currencies are concerned in the above-mentioned creditor's rights and obligor's liabilities, the Bank may convert at the rate lawfully publicized at the time of set-off.
- c. If any liabilities mentioned in the above paragraph remain unsettled, the Bank may calculate the liabilities, using the information it kept as reference.

#### **14. 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 Applications 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.

#### **15. 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 by the Bank in the Hong Kong Special Administrative Region ("HKSAR")) two days after posting if such address is in the HKSAR and seven days after posting if such address is outside the HKSAR (where sent by post by any of the Bank's branches in China) three days after posting if such address is in China and seven days after posting if such address is outside mainland China 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.

#### **16. 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.

#### **17. 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.

#### **18. 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. reference 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 company, sole proprietorship, a partnership, a government body or authority, other institutions or entities;
  - 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, a company, sole proprietorship, a partnership, a government body or authority, other institutions or entities.

c. The Bank may appoint any person as its agent (including any law firm or other authorised 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.

#### **19. Governing Law and Jurisdiction**

a. The Services and these Terms and Conditions and the rights and obligations of each party under these Terms and Conditions shall be governed by and construed in accordance with the laws of the People’s Republic of China (“China”).

b. Any dispute arising from the performance of these Terms and Conditions or in connection with them may be resolved by negotiation between the customer and the Bank. If it could not be resolved by negotiation, any party may take proceedings in the court of competent jurisdiction in the place where the Bank has its domicile. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of China but any of the Terms and Conditions other than those in dispute shall be enforced during the proceedings.

#### **20. Governing Version**

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

#### **21. Disclaimer**

a. The Customer confirms that any e-Banking approach is not safe to transfer sensitive data. The Customer shall bear any risk caused by such communications. The Bank shall not be liable for any leakage of confidential information as a result of any unauthorised third person’s access to such information unless otherwise stated by clause 10 of these Terms and Conditions.

b. The e-Banking services are designed for use in Mainland China. The products and services represented within the e-Banking services are intended for Mainland China customers.

c. The e-Banking services are provided by Hang Seng Bank (China) Company Limited (‘Hang Seng China’). Hang Seng China is authorised and regulated in Mainland China by China regulatory authority, including, but not limited to, China Banking and Insurance Regulatory Commission, People’s Bank of China, State Administration of Foreign Exchange.

d. If you are outside of Mainland China, we may not be authorised to offer or provide you with the products and services available through the e-Banking services in the country you are located or resident in.

e. The e-Banking services are not intended for distribution, download or use by any person in any jurisdiction or country where the distribution, download or use of this material is restricted and would not be permitted by law or regulation.