

TERMS AND CONDITIONS FOR HSBC'S BIZALERT SERVICE

THE USE OF BizAlert SERVICE SHALL AT ALL TIMES BE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS.

1. Definitions

In these Terms references to:

"including" means including, without limitation to the generality of the surrounding words;

"our", "ours", "us" and "we" refer to The Hongkong and Shanghai Banking Corporation Limited ("HSBC");

"you", "your" and "yours" refer to you, our customer and (where applicable) your employees and/or such persons authorised to receive BizAlert message(s).

2. Terms of Use

- a. This section contains terms of use of the BizAlert Service and is in addition to and supplemental to but does not replace any other terms and conditions applicable to you. You are advised to re-read such terms and conditions in conjunction with these Terms and Conditions before using or continuing to use the BizAlert Service. By using, or continuing to use the BizAlert Service on or after receiving these Terms and Conditions (or deemed so in accordance with Clause 15), you agree to be bound by them together with all applicable terms and conditions.
- b. References to "telecommunications equipment" shall include references to mobile telephones, laptop computers, desktop PCs, pocket PCs, personal digital assistants and any other electronic media and/or equipment used to receive the BizAlert Service.

3. Customers' Information

- a. To enable us to provide you with the BizAlert Service, you are required to supply data to us and keep the data updated. Failure to do the same may result in our inability to provide you with such service.
- b. The data received by us will be used to consider your request and subject to us agreeing to provide such service, the data and all other details/information relating to your transactions or dealings with us will be used in connection with the provision of such service to you. We will use, store, disclose, transfer (whether within or outside Hong Kong) obtain and/or exchange such data and such other details and information to, from or with such persons as we may consider necessary (including the members of the HSBC Group or any service provider) for any purposes we deem appropriate.

4. Scope of BizAlert Service

- a. We will from time to time determine or specify the scope and features of the BizAlert Service and are entitled to modify, expand or reduce the same at any time with or without notice.
- b. If we give notice of a change to the BizAlert Service, such notice may be made in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display or electronic communications such as e-mail and sms.

- c. We may from time to time include within the BizAlert Service marketing material relating to our products and services ("Marketing Material"). Should you decide to opt out of or give instructions to us to discontinue sending the Marketing Materials to you, please note that we are likely to have to discontinue the provision of the BizAlert Service to you at the same time.

5. Opening/Operating BizAlert Service

- a. Once you have enrolled for the BizAlert Service you may determine the number and frequency of the BizAlert message and specify the type of BizAlert message you require in such manner as we may prescribe from time to time.
- b. The BizAlert Service is available to you provided you have appropriate telecommunications equipment and a service provider both of which may be determined by us from time to time.
- c. We reserve the right to restrict the number of pieces of telecommunications equipment which may be registered by you for receiving the BizAlert message(s) from time to time and different restrictions may apply to different types of telecommunications equipment and/or customers.
- d. The BizAlert Service may without notice to you be suspended or terminated for any reason including without limitation the reason specified in clause 4c, invalid data; Nominated Account closure; insufficient funds within the Nominated Account; non specification of a Nominated Account; 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 BizAlert Service. We will not assume any liabilities or responsibilities for any such suspension or termination.
- e. You shall promptly notify us of any changes to or in any register maintained by us in connection with or for the purposes of the BizAlert Service including the contact details of your telecommunications equipment and the telecommunications company providing or servicing it.
- f. You must notify us immediately upon the disconnection or suspension of your telecommunications equipment/service.
- g. Neither we nor any of the telecommunications companies which may be designated by us for the purposes of providing the BizAlert Service will assume any liability or responsibility for any failure or delay in transmitting information to you or any error or failure in such information unless this results from negligence or wilful default on our part or such telecommunications companies. In particular, neither we nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond our or its reasonable control including without limitation failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation.
- h. You shall bear any fees, charges or expenses which may be imposed by your telephone service provider and/or any telecommunications company (whether or not designated by us) providing or servicing your telecommunications equipment in connection with the BizAlert Service.
- i. You warrant that all particulars given to us are to the best of your knowledge accurate.
- j. You undertake to notify us in writing of any change of address or other particulars recorded with us. All communications sent or re-sent via the BizAlert Service to the contact details registered by you with us shall be deemed to be delivered to you at the time when the communication was sent or re-sent by us.
- k. We may re-send to the contact details registered by you with us any communications via the BizAlert Service which, in our opinion, has failed to reach you in accordance with our procedures for re-sending BizAlert message(s) as designated by us from time to time. If in our opinion the communications sent or

re-sent further to the details registered with us have failed to reach you we may in our sole discretion stop sending further communications.

- I. You undertake to indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of us agreeing to provide the BizAlert Service.

6. Nature of Information Provided

- a. You acknowledge any information received by you under the BizAlert Service is for your (and not any other persons') reference only, is not binding, and shall not be taken as conclusive evidence of the matter to which it relates.
- b. It is your sole responsibility to verify any information received under the BizAlert Service before relying or acting on it. In particular, any commentaries, confirmations, financial information and data provided are for reference only and are not intended as investment advice or for trading or other purposes. They may be provided to us by other persons or compiled by us from information and materials of other persons. We do not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any commentaries, confirmations, financial information or data or whether it is fit for any purpose. Nor do we assume any liability (whether in tort or contract or otherwise) for any reliance on any commentaries, confirmations, information or data by you or any other person.

7. SMS Messaging

- a. You may nominate one mobile phone number for each *type* of BizAlert message to be received and we will only send the BizAlert message to that particular mobile number registered to receive that type of BizAlert message by you. All nominated mobile phones registered to receive the different types of BizAlert messages must be a compatible piece of telecommunications equipment capable of receiving such BizAlert message.
- b. You will inform us as soon as possible if any of the SMS messages appear to be irregular.
- c. We will only send SMS messages once. If you delete the SMS messages which we have sent you they cannot be sent again.
- d. Any SMS messages sent by us are one-way and you should not reply to such SMS messages.
- e. You should never respond to a request purportedly from us via the BizAlert Service or BizAlert message to provide your account or security details by SMS message as we will never make such a request.

8. E-mail BizAlert

- a. If you elect to receive BizAlert message(s) by e-mail, you are responsible for ensuring you have compatible telecommunications equipment capable of receiving such BizAlert message(s).
- b. You must keep any password and security details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of your password or security details and ensure that unauthorised or fraudulent access to your e-mail is prevented.
- c. BizAlert message(s) sent by e-mail may not be encrypted and may not be secure from corruption by third party. You are responsible for ensuring that your password and any other identification used for accessing your account information is kept secure and secret.

- d. You should never respond to a request purportedly from us via the BizAlert Service to provide your account or security details by e-mail as we will never make such a request.
- e. You should never provide your account or personal information on screen following a website hyperlink from an e-mail BizAlert message(s). All website hyperlinks authorised by us will be for information only and will not require the inputting of your account or personal information.
- f. You must inform us as soon as possible if any e-mail or website hyperlink appears to be irregular.
- g. Any e-mails sent by us are one-way and you should not reply to such e-mails.
- h. We will only send e-mails once. If you delete the e-mail which we have sent you they cannot be sent again.

9. Security

- a. You are responsible for the security of your telecommunications equipment and must take all reasonable precautions to prevent any one else from accessing any confidential information.
- b. For every account you intend to receive information about via the BizAlert Service we recommend that you choose a nickname personal to you avoiding names easy to guess such as your name or the account number. You should check that the BizAlert message(s) received on your mobile phone or by e-mail containing information about accounts you have nominated contain your nicknames for those accounts.
- c. You should use at all times the SIM Card personal identification number ("SIM Card PIN Code") on the mobile telephone registered to receive a BizAlert message re-setting any pre-set SIM Card PIN Code and re-setting the SIM Card PIN Code if you know or suspect someone else knows it. When choosing or using the SIM Card PIN Code avoid numbers which are easy to guess.
- d. Do not tell any one else your SIM Card PIN Code or nicknames and do not write them down in a way that someone else may understand.
- e. You should only use secure private e-mail sites protected by a password which should be kept secret. Avoid passwords which are easy to guess.
- f. You must inform us as soon as possible of all matters which may have an impact on or otherwise affect our provision or your use of the BizAlert Service including, without limitation, if you know or suspect that someone knows the SIM Card PIN Code for the mobile phone registered to receive a BizAlert message or your nicknames or has unauthorised access to your e-mails or if your mobile telephone number/e-mail address changes or if the mobile telephone registered to receive a BizAlert message is lost, stolen or no longer under your control or if your contract with the network operator ends.
- g. You should check the telephone number of the sender of SMS message BizAlert and the e-mail/website address for e-mail BizAlert to ensure that they are genuine and have been sent by us.
- h. You should suspend the SMS BizAlert Service if the mobile phone which has been registered to receive a BizAlert message will be taken outside Hong Kong due to the fact that the security of any foreign telephone network through which BizAlert message(s) may be transmitted to the registered mobile telephone cannot be guaranteed.
- i. If the mobile phone registered to receive a BizAlert message is taken outside Hong Kong without suspending the BizAlert Service you shall be deemed to authorise us, the network operators and any third party to whom information about you and your account has been passed for the provision of the BizAlert Service to transmit such information and store information in such countries or territories as are necessary to send BizAlert to that mobile phone.

10. Liability

- a. If we can show that we have sent, or attempted to send, to you the BizAlert message(s) according to the service scope of our BizAlert Service as shall be determined Service as shall be determined by us from time to time (including, without limitation, any re-sending procedures if the BizAlert message(s) fails to be sent to you), we have no liability to you if you suffer loss due to the BizAlert message(s) not being received accurately or at all.
- b. We will not be liable for any disclosure of confidential information not herein authorised where you have not complied with the provisions of Clauses 5, 8 and/or 9.
- c. We will not be liable to you for any loss you suffer due to any event or circumstance beyond our reasonable control which leads to the BizAlert Service being wholly or partly unavailable as a result of but not limited to technical breakdown, strike and industrial action of any party or communications or path failure.
- d. Due to the nature of the BizAlert Service, we will not be responsible for any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment caused by your use of the BizAlert Service unless such loss or damage is directly and solely caused by our negligence or deliberate fault.
- e. The third parties supporting the BizAlert Service (including telecommunications companies designated by us) are neither agencies of us nor representing us. There is no co-operation, partnership, joint venture or other relationship with us. We are not responsible for any losses caused by such third parties including system operators.

11. Pricing and Charges

- a. You have the right to choose the BizAlert message(s) you wish to receive but acknowledge some BizAlert message(s) will be charged for at rates determined by us from time to time. You are advised to check with us regularly for any charging changes or updates.
- b. In order to receive the BizAlert message(s) you must maintain such account(s) with us as we may stipulate from time to time.
- c. Charges will be made for certain BizAlert message(s) (as determined by us from time to time) ("Chargeable BizAlert") sent on an individual basis or by way of subscription to plans/packages made available from time to time.
- d. You may nominate the account you wish debited to pay for the Chargeable BizAlert ("Nominated Account"). Without prejudice to any of our rights regarding your account (including any set-off rights) you hereby authorise us to debit the charges incurred by you for the provision of the BizAlert Service on a monthly basis and/or pursuant to any monthly payment package from the Nominated Account.
- e. All Chargeable BizAlert sent you will be charged regardless of whether you receive them or not so long as the failure to receive such Chargeable BizAlert is not as a result of the wilful default or negligence of HSBC.
- f. Each Chargeable BizAlert sent will be charged for on an individual basis or where applicable in accordance with a plan/package which has been subscribed for. If the same BizAlert message(s) is received via e-mail and SMS message, this will count as two BizAlert message(s) for the purposes of charging and reducing the number of your available BizAlert message(s).
- g. You will ensure that there are sufficient funds/credit in your Nominated Account to cover accrued charges.
- h. We reserve the right to revise any existing charging structure and/or make additional charges from time to time.

12. BizAlert Suspension and Termination

- a. You may terminate or suspend service at any time in such manner as we may prescribe from time to time.
- b. Termination, in respect of the calculation of charges, will be effective on the 5th day of the month following the month in which your termination request was made or the BizAlert Service was terminated by us. However, you will be unable to reactivate or access your BizAlert Service after the 1st day of the month following the month in which your termination request was made or the BizAlert Service was terminated by us. Prior to the 1st day of the following month the e Service will be suspended. You may reactivate the BizAlert Service during this time at which charges, if applicable, shall accrue again.
- c. If the BizAlert Service is suspended or terminated then, with immediate effect, no BizAlert message(s) will be sent during the period of suspension or at all in the event of termination.
- d. You may reactivate the BizAlert Service after suspension at any time at which point you will receive BizAlert message(s) from the date of reactivation and charges will accrue.
- e. A start date and finish date needs to be provided for suspension of the BizAlert Service and at the end of the suspension term, the BizAlert Service will resume and charges, if applicable, will accrue.
- f. We may suspend or terminate the BizAlert Service if it is suspected they have not been received by you or are being accessed by unauthorised person.
- g. We can suspend or terminate the BizAlert Service at any time and in our absolute discretion and we will be entitled to deduct any outstanding fees or charges from the Nominated Account.
- h. If you are receiving Chargeable BizAlert and/or there are charges outstanding as at the date of termination, these costs shall be deducted by us from your Nominated Account on the 5th day of the month following the month in which you terminated the BizAlert Service.
- i. Payment for the BizAlert Service is in arrears and any sums paid are non-refundable.
- j. Any termination or suspension of the BizAlert Service is without prejudice to and shall not affect the liabilities and rights which have accrued between you and us prior to the date of suspension or termination.

13. Applicable Terms

- a. When you use the BizAlert Service, you must comply with these Terms and Conditions and other applicable terms and conditions including those governing the telecommunications equipment from which you access the BizAlert Service.
- b. If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to your use of the Service) override those other terms and conditions to the extent that there is a contradiction.
- c. We reserve our rights to revise, amend or modify these terms and conditions from time to time and in our absolute discretion which shall become effective:
 - i. in the case of any revision, amendment or modification affecting fees and charges within our control, or affecting your liabilities or obligations, after 30 days' notice; or
 - ii. in any other case, after such reasonable notice as we may prescribe from time to time.

14. Waiver

- a. A waiver by us of any provision of these Terms and Conditions will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.

- b. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.
- c. Our rights and remedies under these Terms and Conditions are cumulative and do not exclude other rights and remedies provided by law.

15. Communications

- a. These Terms and Conditions and any communications delivered, sent by post, facsimile transmission, telex or email shall be deemed to have been received by you at the time of delivery or on leaving it at the address last notified in writing by you to us, (where sent by post) 48 hours after posting if such address is in the Hong Kong Special Administrative Region ("HKSAR") and seven days after posting if such address is outside the HKSAR or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number of email address last notified in writing by you to us. Communications sent by you to us shall be treated as delivered to us on the day of actual receipt.
- b. If you apply for the BizAlert Service at or under HSBC Business Internet Banking, or in person at any of our branches, you shall be deemed to have received these Terms and Conditions on making the application for the BizAlert Service. If you apply for the BizAlert Service over the phone, you shall be deemed to have received these Terms and Conditions five days after the date of the application or on your first receipt of an BizAlert message(s) (whichever is the earlier), unless you notify us otherwise within a reasonable time thereafter.

16. Governing Law and Jurisdiction

The BizAlert Service and these Terms and Conditions are governed by and must be construed in accordance with the laws of HKSAR. The parties submit to the non-exclusive jurisdiction of the courts of HKSAR. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

17. 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 the enforceability of the remaining parts of this agreement.

18. 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.

滙豐 BizAlert 服務條款及細則

無論任何情況下，BizAlert 服務的使用均將受下列條款及細則規限。

1. 定義

凡在本條款及細則文件中提述下列詞語時：

「包括」指包括，但無損旁及詞彙之一般性；

「本行」指香港上海滙豐銀行有限公司（簡稱「滙豐」）；

「您」指您本人、本行的客戶及在適用情況下，您的僱員及／或該等獲授權接收 BizAlert 提示的人（可多過一名）。

2. 使用條款

- a. 本節載有使用 BizAlert 服務的使用條款，而該等條款乃附加於及補充適用於您的所有其他條款及細則。建議您在使用或繼續使用 BizAlert 服務前，再次仔細閱讀該等條款及細則，並應與本份條款及細則一併閱讀。您於收到本文件當日（或於根據本文件第 15 條被視為已收到文件時）或之後使用或繼續使用 BizAlert 服務，即表示您同意受該等條款，以及所有其他適用條款及細則的約束。
- b. 本文件凡提述「電訊設備」之處，將包括提述流動電話、手提電腦、桌面個人電腦（PC）、掌上電腦、個人電子手帳，及用以接收 BizAlert 服務的任何其他電子媒體及／或設備。

3. 客戶資料

- a. 為使本行能夠為您提供 BizAlert 服務，您將需要為本行提供資料並確保時刻提供最新資料。若您未能做到上述各項，可能導致本行無法為您提供該項服務。
- b. 本行將根據收到的您的個人資料考慮您的申請，而若本行同意提供該項服務，您的一切個人資料及其他關乎您的交易或與本行的業務往來的詳情／資料，均將用於向您提供該項服務的相關事宜。本行將使用、儲存、並向或與本行可能認為必要的該等人士（包括滙豐集團成員機構及任何服務供應商）披露、轉移（包括在香港境內及境外）、獲得及／或交換該等個人資料及該等其他詳情／資料，以作本行認為適當的一切用途。

4. BizAlert 服務範圍

- a. 本行會不時決定或指定 BizAlert 服務的範圍及特點，並有權隨時在發出通知或不發出通知的情況下修訂、擴大或縮減該等範圍及特點。
- b. 若本行發出通知更改 BizAlert 服務，該等通知可能以本行認為適當的該等方式及該等通訊方法發出，包括但不僅限於，使用直接郵寄資料、刊登廣告、在分行張貼告示，或如電郵及 SMS 短訊等電子通訊方式。

- c. 本行可能不時在 BizAlert 服務內包括有關本行的產品及服務的市場推廣資料（「市場推廣資料」）。若您決定選擇不收取該等資料，或向本行發出指示，要求終止向您發出市場推廣資料，務請留意在此情況下，本行可能有需要同時終止為您提供 BizAlert 服務。

5. 開設／操作 BizAlert 服務戶口

- a. 您一經登記 BizAlert 服務，即可決定欲接收的 BizAlert 提示的數目及隔多少時間接收提示一次，同時須按照本行可能不時訂明的該等方式，指明所需 BizAlert 提示類別。
- b. 您可獲提供 BizAlert 服務的其中一項條件是，您必須已備有適當的電訊設備，及已有一名服務供應商。本行可能不時決定該等設備及服務供應商。
- c. 本行保留權利，不時限制您可登記以接收 BizAlert 提示（可多過一個）的電訊設備的數目，而不同限制可能適用於不同類別電訊設備及／或客戶。
- d. 本行可因任何理由而暫停提供或終止 BizAlert 服務，而無須事前通知您。該等理由包括但不僅限於：本文件第 4c 條列明的理由；個人資料無效；指定戶口被取消；指定戶口存款不足；未有提供指定戶口；有關電訊公司（可多過一間）的網絡發生故障；或任何與 BizAlert 服務相關的服務供應商進行系統更新、修改，及擴大及／或提升功能工程。在任何該等暫停或終止 BizAlert 服務情況下，本行概不承擔任何法律責任或其他責任。
- e. 若您向本行登記的資料有任何更改，而該等資料乃與 BizAlert 服務有關者，您必須即時通知本行。該等資料包括您的電訊設備的詳細資料，及提供或負責維修該等設備的電訊公司的聯絡資料。
- f. 若您的電訊設備／服務被切斷連接或暫時中止，您必須即時通知本行。
- g. 本行或本行可能就提供 BizAlert 服務而指定的任何電訊公司均不會就任何未能或延遲傳送資料給您的情況，或任何傳送給您的資料的任何錯誤或故障，承擔任何法律責任或其他責任，惟若該等情況乃由於本行或該等電訊公司的疏忽或故意失責則除外。特別請您留意，任何因本行或該等電訊公司無法合理控制的情況而導致的任何後果，包括但不僅限於：您的電訊設備不論因任何理由無法接收資料；任何電訊故障、機械故障、路徑故障、功能故障、中斷；或設備或安裝不準確，本行或該等電訊公司概不承擔任何法律責任或其他責任。
- h. 您必須負責繳付您的電話服務供應商，及／或任何提供或負責維修您就 BizAlert 服務配備的電訊設備的電訊公司（無論該等公司是否由本行指定）可能收取的一切費用或開支。
- i. 您謹此證明盡您所知，您提供給本行的所有個人資料均屬準確。
- j. 您承諾若您在本行紀錄內的地址或其他個人資料有任何更改，您會以書面通知本行。所有透過 BizAlert 服務，並根據您向本行登記的聯絡資料發出或重新發出的通訊，於本行發出或重新發出給您的那一刻，即視為已送交給您。
- k. 本行可能透過 BizAlert 服務將任何本行認為未能送達給您的通訊，根據您向本行登記的聯絡資料，發送或重新發送給您；該等發送或重新發送通訊將按照本行不時指定的發出或重新發出 BizAlert 提示的程序處理。若本行認為根據您向本行登記的聯絡資料再次發出或重新發出的通訊仍然未能送達給您，本行有絕對酌情權決定停止發出進一步通訊給您。
- l. 您承諾就因本行同意提供 BizAlert 服務而可能導致，或本行可能蒙受或招致的一切法律行動、索償、付款要求、負債、損失、損害賠償、法律費用及支出，作出彌償。

6. 提供資料的性質

- a. 您確認您透過 BizAlert 服務接收的所有資料均只是供您本人（而非任何其他人士）參考，並無約束力，而且不得視作與該等資料有關的事宜的不可推翻的證據。
- b. 您必須自行負責核證您透過 BizAlert 服務收到的所有資料後，方可信賴該等資料或就該等資料採取行動。特別請您留意，所有提供的評論、確認、財務資料及數據均只供參考，而並非預定用作投資意見或賣買或其他用途。該等資料可能是由其他人士提供給本行，或由本行根據其他人士的資料和材料編製而成。本行並未有就所提供的任何評論、確認、財務資料及數據的次序、準確性、真實性、可靠性、充足程度、及時程度及完整程度，以及該等資料是否適合作任何用途，作出任何保證或陳述。本行亦概不承擔您或任何其他人士倚靠所提供的評論、確認、財務資料及數據而引致的任何法律責任（無論是涉及侵權或合約或其他法律責任）。

7. 發出 SMS 短訊

- a. 您可就欲接收的每一類 BizAlert 提示指定一個流動電話號碼，而本行將只會把 BizAlert 提示發到您登記接收該特定類別 BizAlert 提示的指定流動電話號碼。所有登記用作接收不同類別 BizAlert 提示的指定流動電話，必須屬於兼容的電訊設備，能夠接收該特定類別 BizAlert 提示。
- b. 若您發現任何 SMS 短訊提示有任何不正常情況，您得盡快通知本行。
- c. 每個 SMS 短訊提示，本行只會發出一次。若您刪除本行已發給您的短訊提示，本行將無法再發。
- d. 本行發出的所有 SMS 短訊提示都是單向的，您毋須回覆該等提示。
- e. 若您收到任何透過 BizAlert 服務並聲稱由本行發出的要求，或任何 BizAlert 提示，要求您用 SMS 短訊提供您的戶口或保安資料，您絕不應回覆，因為本行無論任何情況下都絕不會作出如此要求。

8. 電郵 BizAlert 提示

- a. 若您選擇透過電郵接收 BizAlert 提示，您必須自行負責確保已有兼容的電訊設備，能夠接收該特定類別 BizAlert 提示。
- b. 您必須注意將所有密碼和保安資料妥為保密，並採取一切合理預防措施，防止任何人未經授權擅自使用，或以欺詐手段使用您的密碼和保安資料，同時確保您的電郵不會被任何人未經授權擅自取閱，或以欺詐手段取閱。
- c. 透過電郵發出的 BizAlert 提示可能不會作加密處理，亦可能無法防止被第三者破壞。您有責任確保您的密碼和所有用作取閱您的戶口資料的其他身份識別資料妥為保管及保密。
- d. 任何透過 BizAlert 服務並聲稱由本行發出的電郵，要求您用電郵提供您的戶口或保安資料，您絕不應回覆，因為本行無論任何情況下都絕不會作出如此要求。
- e. 無論任何情況下，您都不應於接達 BizAlert 電郵提示內提供的網站超連結後，在屏幕上提供您的戶口或個人資料。所有經本行授權的網站超連結均只作提供資料用途，而不會要求您輸入您的戶口或個人資料。
- f. 若您發現任何電郵或網站超連結有任何不正常情況，您得盡快通知本行。

- g. 本行發出的所有電郵都是單向的，您毋須回覆該等電郵。
- h. 每個電郵，本行只會發出一次。若您刪除本行已發給您的電郵，本行將無法再發。

9. 安全事項

- a. 您必須自行負責您本人的電訊設備的安全，並必須採取一切合理預防措施，防止任何其他人取閱任何保密資料。
- b. 本行建議您就有意透過 BizAlert 服務接收資料的每個戶口設定一個譯名。您應選擇一個您本人才知曉的譯名，而避免使用您的真名或戶口號碼等別人容易猜到的組合。您應檢查您透過流動電話或電郵收到而涉及您指定戶口的資料的 BizAlert 提示中，是否載有您就該等戶口設定的譯名。
- c. 您應時刻都只使用經登記的流動電話的 SIM 卡個人識別碼來接收 BizAlert 提示。預設的 SIM 卡個人識別碼均應重新設定。一旦發現或懷疑有其他人已知悉這個密碼，您應馬上重新設定。當選定或使用 SIM 卡個人識別碼時，應避免使用別人容易猜到的號碼。
- d. 切勿向任何人透露您的 SIM 卡個人識別碼或譯名，亦千萬不要把這些資料用任何形式記下來，以使別人能夠容易明白到它們的意思。
- e. 您應只使用保安嚴密，並必須使用密碼才能夠進入的私人電郵網站。您應確保密碼得到保密。切勿使用別人容易猜到的密碼。
- f. 若您發現任何可能對本行提供或您使用 BizAlert 服務有任何嚴重影響或其他影響的情況／事宜，包括但不僅限於發現或懷疑有其他人已知悉您的 SIM 卡個人識別碼或譯名；或有人可未經授權擅自取閱您的電郵；或若您更改已向本行登記以接收 BizAlert 提示的流動電話號碼／電郵地址；或您的流動電話遺失了、被盜取或不再由您控制；或您與網絡經營商簽訂的合約到期。
- g. 您應核查發出 BizAlert SMS 短訊的電話號碼及 BizAlert 電郵的電郵／網站地址，確保是真確的號碼／地址，而且是由本行發出。
- h. 若您將要攜帶已向本行登記用以接收 BizAlert 提示的流動電話到香港境外，您應暫停使用 BizAlert 短訊服務，原因是本行將不能保證可能用以發出 BizAlert 提示到您登記的流動電話的任何外國電話網絡絕對安全。
- i. 若您攜帶已向本行登記用以接收 BizAlert 提示的流動電話到香港境外，而未有暫停使用短訊 BizAlert 服務，您將被視為已授權本行、網絡營運商及與提供 BizAlert 服務有關的任何已獲傳送您及您戶口的資料的第三者，將該等必要資料傳送至某些特定國家或地區並儲存於該等特定國家或地區，以便當您身處海外時，將 BizAlert 提示發至您的上述流動電話。

10. 法律責任

- a. 若本行能夠證明本行已根據本行不時決定的 BizAlert 服務範圍（包括但不僅限於任何 BizAlert 提示未能成功送達給您時的重新發送程序），曾發出或嘗試發出 BizAlert 提示（可多過一個）給您，則對於您因未能準確接收 BizAlert 提示，或完全接收不到提示而蒙受的損失，本行概不承擔任何責任。
- b. 若您未有遵守本文件第 5、8 及／或 9 條，本行將不會對本文件未有授權披露的任何保密資料被洩露而承擔任何責任。

- c. 本行將不會對您因任何下列本行無法控制的事件或情況下而導致本行無法提供全部或部份 BizAlert 服務所蒙受的損失，承擔任何責任。該等事件及情況包括但不僅限於：技術故障、任何有關方的罷工和工業行動，及通訊或路徑故障。
- d. 基於 BizAlert 服務性質，本行將不會對您因您使用 BizAlert 服務而導致您的個人資料、軟件、電腦、電訊設備或其他設備有任何遺失或損壞，承擔任何責任。若該等遺失或損壞乃直接及完全由於本行的疏忽或故意錯失所致則除外。
- e. 支持 BizAlert 服務的第三者（包括本行指定的電訊公司）並非本行的代理人，亦不代表本行。本行與該等第三者並無任何合作、夥伴、合資或其他關係。本行將不會就該等第三者，包括系統營運商造成的損失承擔任何責任。

11. 定價及收費

- a. 您有權選擇您欲接收的 BizAlert 提示（可多過一個），但確認已知悉若干 BizAlert 提示將須按本行不時釐定的費率收取費用。建議您定期向本行查閱任何更改收費或最新收費資料。
- b. 您必須在本行開設本行可能不時指定的該等類別戶口（可多過一個），方可接收 BizAlert 提示。
- c. 若干個別發出或根據參加本行不時提供的付款計劃／套餐發出的 BizAlert 提示（按本行不時決定）將需要收費（「收費 BizAlert 提示」）。
- d. 您可指定您希望用以扣取「收費 BizAlert 提示」費用的戶口（「指定戶口」）。在不影響本行就您的戶口的任何權利（包括任何抵銷債務權利）的情況下，您謹此授權本行按月及／或根據任何月費計劃從您的指定戶口扣取您就使用 BizAlert 服務而須繳付的費用。
- e. 所有發給您的「收費 BizAlert 提示」均須收費，無論您是否有接收到該等提示，除非您未能收到該等「收費 BizAlert 提示」是因本行的疏忽或蓄意錯失所致。
- f. 每一個「收費 BizAlert 提示」均須按個別情況，或根據您已參加的付款計劃／服務套餐計算收費。若您透過電郵及短訊提示收到同一 BizAlert 提示，則會按兩個 BizAlert 提示收費，而您可收取的 BizAlert 提示餘下數目亦將減少兩個。
- g. 您須確保您的指定戶口有足夠款項／信貸額，以繳付應付的累計費用。
- h. 本行保留不時修訂任何現行收費表及／或加收其他費用的權利。

12. 暫停使用或終止 BizAlert 服務

- a. 您可隨時根據本行可能不時訂明的該等方式，暫停使用或終止 BizAlert 服務。
- b. 就計算收費而言，終止服務申請將於您提出終止服務要求的該月份的下一月份的第五天，或本行單方面終止提供 BizAlert 服務當日開始生效。惟您將於本人提出終止服務要求的該月份的下一月份的第一天，或本行單方面終止服務當日以後，不得重新啟動或接入您的 BizAlert 服務。在隨後的一個月的第一天之前，有關電子服務將暫停提供。您可於該段期間重新啟動 BizAlert 服務，但有關戶口亦將重新累計費用（如適用）。
- c. 若 BizAlert 服務被暫停或終止，在暫停服務期間，或若屬終止服務，本行將即時不再發出任何 BizAlert 提示。

- d. 您可於暫停服務後任何時間重新啓動服務。在此情況下，您將於重新啓動服務當日再次接收到 BizAlert 提示（可多過一個），而有關戶口亦將重新累計費用（如適用）。
- e. 於申請暫停服務時，有需要提供開始日期及結束日期，而於暫停服務時段結束日，BizAlert 服務將即時恢復，有關戶口亦將重新累計費用（如適用）。
- f. 若本行懷疑不是由您接收提示，或有未經授權人士正在取閱您的提示，本行可暫時中止或即時終止向您提供 BizAlert 服務。
- g. 本行擁有絕對斟情權，隨時暫時中止或完全終止向您提供 BizAlert 服務。在此情況下，本行有權從指定戶口扣取任何未清繳費用或收費。
- h. 於終止服務當日，若您正接收「收費 BizAlert 提示」，及／或有任何未清繳的費用，本行將於您提出終止服務要求的該個月份的下一月份的第五天，從指定戶口扣取該等費用。
- i. BizAlert 服務費用須於服務期末繳付，而任何已繳付款項將不獲退還。
- j. 暫時中止或終止 BizAlert 服務，將不會影響或損害您與本行於暫時中止或終止服務當日之前已產生的責任及權利。

13. 適用條款

- a. 當您使用 BizAlert 服務時，您必須遵守本條款及細則，以及其他適用的條款及細則，包括該等規管您接入 BizAlert 服務所用的電訊設備的條款及細則。
- b. 若本條款及細則與其他適用條款及細則有任何抵觸，本條款及細則將（就您使用本服務而言）凌駕該等其他條款及細則，惟只限於出現抵觸的範圍內。
- c. 本行保留一切權利，可不時修訂、修改或更改本條款及細則，並擁有絕對斟情權作出該等修訂、修改或更改，而有關修訂、修改或更改將於下列日期生效：
 - i. 若涉及本行可以控制的收費的修訂、修改或更改，或影響您的法律責任或義務的任何修訂、修改或更改，將於發出通知後 30 日生效；或
 - ii. 涉及任何其他情況的修訂、修改或更改，將於本行可能不時訂明的該等合理通知期後生效。

14. 寬免條款

- a. 若本行寬免執行本條款及細則所載的任何條款，必須以書面作出，並明確訂明有效範圍，方屬有效。
- b. 本行未能行使、或延遲行使或暫不行使任何權力或權利，將不構成放棄行使該等權力或權利。本行單一次行使或部分行使任何權力或權利，將不妨礙本行日後行使該等權力或權利，或行使任何其他權力或權利。
- c. 本行根據本條款及細則所享有的權利及補償屬可累積性質，而並不排除本行根據法律可享有的其他權利及補償。

15. 通訊

- a. 本條款及細則及任何發出的通訊，若是透過專人派遞、郵遞、傳真、電傳或電郵方式發出，將於下列時間視爲已被您收妥：若爲由專人派遞，於有關人員已送達或留交您最近期以書面通知

本行的地址時收妥；若透過郵遞發出，而若該地址位於香港特別行政區內，於寄出後 48 小時收妥，而若該地址位於香港特別行政區以外，則於寄出七天後收妥；若透過傳真、電傳或電郵發出，於發往您最近期以書面通知本行的傳真、電傳號碼或電郵地址時收妥。您向本行發出的通訊則於本行實際收到該等通訊的當日視為收妥。

- b. 若您是透過滙豐商務「網上理財」申請 BizAlert 服務，或親身到本行的分行辦理申請，您將視為已於申請 BizAlert 服務時收到本條款及細則。若您是透過電話申請 BizAlert 服務，您將視為於作出申請後第五天，或收到第一個 BizAlert 提示（以較早者為準）時已收到本條款及細則。惟若您在該等日期後合理時間內通知本行未有收到本條款及細則，則不在此限。

16. 管限法律及司法管轄權

BizAlert 服務及本條款及細則均受香港特別行政區法律管限，並必須根據香港特別行政區法律解釋。有關各方均願受香港特別行政區法院的非專有司法管轄權制圍。本條款及細則可於任何有效司法管轄權的法院強制執行。

17. 可分割性

若本條款及細則有任何部分經任何有效司法管轄權的任何法院或行政機構裁定為不合法、無效或不可強制執行，該等裁定將不會損害本協議餘下部分的可強制執行性。

18. 管限文本

本條款及細則的中英文本若有任何歧異，概以英文本為準。