

The Hongkong and Shanghai Banking Corporation Limited

TERMS AND CONDITIONS FOR HSBC'S DIRECT ADVICE, eSTATEMENT AND eADVICE SERVICE

1. Definitions

In these Terms and Conditions, references to:

"Account" means any type of account offered by the Bank, including, without limitation, deposit account, loan account, card account, securities account and investment account.

"Advice" means any advice, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of or in relation to one or more Account(s) or of the products and services offered by our Bank, as from time to time issued or provided by the Bank in paper form, excluding a Statement.

"Bank", "our", "ours", "us" and "we" refer to The Hongkong and Shanghai Banking Corporation Limited.

"BIB Profile" means the Business internet Banking Service provided by the Bank to its business customers.

"Direct Advice" means an Advice, relating to such types of transactions as may be specified by the Bank from time to time, issued or provided by the Bank in electronic form under the Service, including without limitation by facsimile.

"eAdvice" means an Advice issued or provided by the Bank in electronic form under the Service, including without limitation a Direct Advice.

"eCorrespondence" means an eStatement and/or an eAdvice.

"eAddress" means the email address or facsimile number that you have last registered with the Bank at the time we send an eCorrespondence to you, whether registered under the Service or in connection with other accounts, products or services offered by our Bank.

"eStatement" means a Statement issued or provided by the Bank in electronic form under the Service.

"Password" means the password or personal identification number designated by either you or our Bank (as the case may be) from time to time for accessing the eCorrespondence sent by email to your eAddress.

"Service" means the eCorrespondence service provided by the Bank under which eStatements and eAdvice are provided.

"Statement" means any statement, report, message, record, confirmation, receipt, acknowledgement, notice or communication in respect of or in relation to one or more Account(s) or of the products and services offered by the Bank, as from time to time issued or provided by the Bank in paper form.

"telecommunications equipment" shall include references to facsimile machines, mobile telephones, laptop computers, desktop PCs, pocket PCs, personal digital assistants and any other electronic media and/or equipment used to receive the Service as the case may be.

"you", "your" and "yours" refer to you, our customer.

2. Terms of Use

- a. The use of the Service shall at all times be governed by these Terms and Conditions.
- b. These Terms and Conditions are not intended to and will not supersede or replace the existing terms and conditions governing your Accounts and your use of other products and services offered by our Bank, including, without limitation, those concerning the Statements and the Advice (collectively "Other T&Cs"), which shall continue to apply unless otherwise provided.
- c. In the event of inconsistency or conflict between these Terms and Conditions and Other T&Cs, these Terms and Conditions shall prevail where the Service is concerned.

3. Scope of the Service

- a. We will from time to time determine or specify the scope and features of the 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 Service, such notice may be made in such manner and by such means of communication as we shall deem fit.
- c. We may from time to time include within the Service or send with the eCorrespondence marketing materials relating to our products and services or those offered by other HSBC members and selected third parties (collectively "Marketing Materials"). Your subscription to the Service and your agreement to these Terms and Conditions will for all purposes constitute your agreement to receiving the Marketing Materials under the Service and this is notwithstanding whether you have or shall, under the Service or other banking products or services or in other context, request our Bank not to forward to you Marketing Materials.

4. Registering/Managing the Service

- a. Once you have registered for the Service, we will provide you with the eCorrespondence covered by the Service and/or selected by you as the case may be in one or more of the following ways as we shall determine from time to time:
 - i. by placing the eCorrespondence in your BIB Profile;
 - ii. by sending the eCorrespondence to your eAddress.The corresponding Statements and Advice (i.e. in their paper form) will no longer be sent to your mailing address or by any other means unless otherwise stipulated, including that set out in Clauses 4c and 4h below.
- b. Where an eCorrespondence provided under Clause 4ai is an eStatement, we may, in our discretion, send a message to your email address and/or mobile phone number last registered with the Bank to notify you that the same has been placed in your BIB Profile.
- c. During such time when you are registered with the Service, you may request for the corresponding Statement/Advice of an eStatement/eAdvice to be sent to your mailing address last registered with our Bank or be otherwise provided by us in addition to that eStatement/eAdvice, but such a request is at all times subject to our decision and will also be subject to any limitations that may be imposed by us from time to time and to such charges as we shall determine from time to time.
- d. The Service is at all times provided subject to your having one or more of the following, as applicable:
 - i. a valid BIB Profile;
 - ii. a valid and up-to-date eAddress that has sufficient capacity at all relevant times to receive the eCorrespondence;
 - iii. an internet service provider, appropriate telecommunications equipment and computer software capable of receiving and reading the eCorrespondence, any or all of which may be determined by us from time to time; and/or
 - iv. a valid and up-to-date mobile phone number to which messages can be sent and viewed.
- e. In order to receive the eCorrespondence, you must maintain such account(s) with us and/or subscribe for such product(s) or service(s) as we may stipulate from time to time.
- f. You shall bear any fees, charges or expenses which may be imposed by any telecommunications company (whether or not designated by us) providing or servicing your telecommunications equipment in connection with the Service.

- g. You warrant that all particulars given to us for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertake to promptly notify us (via such means and in such format and manner as shall be acceptable to us) of any changes thereto including, without limitation, your eAddress.
- h. We may re-send to the eAddress any eCorrespondence which, in our opinion, has failed to reach you the first time we sent it. This will be done in accordance with our procedures for re-sending that eCorrespondence, if any, as designated by us from time to time. If, in our opinion, the eCorrespondence sent or re-sent further to your eAddress has failed to reach you, we may, in our sole discretion, notify you of the same using such means as we deem appropriate and you must comply with any instructions we may specify in such notices. We may, but shall not be obliged to, forward the corresponding Statement or Advice of that particular eCorrespondence to the mailing address you have last registered with us. We may also, in our sole discretion, stop sending the said eCorrespondence or even all other eCorrespondence in the future and we may dispose of the said eCorrespondence as we shall decide including, without limitation, deleting or removing the same from our systems and record.
- i. All eCorrespondence placed in your BIB Profile shall be deemed to be delivered to you at the time they are placed in your BIB Profile and will only be made available there for a designated period of time determined by us from time to time, irrespective of whether or not they have been reviewed and/or saved by you.
- j. All eCorrespondence sent or re-sent (if applicable) under the Service to the eAddress shall be deemed to be delivered to you at the time when the eCorrespondence was, according to our record, successfully sent or re-sent by us.
- k. You agree to open, read or access and carefully review and examine all eCorrespondence sent to your eAddress in a timely manner and advise us as soon as possible, of any errors, discrepancies, unauthorised transactions or other irregularities arising from whatever cause, including, without limitation, forgery, fraud, lack of authority or your negligence or negligence of any other person(s) ("Errors").
- l. Where the eCorrespondence sent to your eAddress is an eStatement, you agree that the eStatement shall, as between us and you, be conclusive evidence as to the balance shown therein and that the eStatement shall be binding upon you and you shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in respect thereof unless you notify us (via such means and in such format and manner as shall be acceptable to us) of any such Errors within 60 days where the eStatement is a monthly credit card eStatement and 90 days for all other eStatements after we have sent the eStatement to your eAddress or placed the same in your BIB Profile as the case may be. Where the account concerned is a joint account, the reference to "you" in this Clause 4l shall mean all account holders of this joint account irrespective of the signing mandate.
- m. It is your responsibility to frequently and periodically check your eAddress and/or your BIB Profile as shall be applicable for eCorrespondence. Clause 4l shall apply irrespective of whether or not you have opened, read, accessed, reviewed and/or examined the eStatements in accordance with Clause 4k.
- n. Where the Service utilises proprietary software of the Bank, its affiliates and/or other software supplies, we grant to you a non-exclusive license to use this software solely for the purposes of the Service or such other purposes as we shall permit. You agree not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.
- o. Where you have selected or that we have designated, as the case may be, a certain type, category or group of eStatements and/or eAdvice to be sent to your eAddress or placed in your BIB Profile under the Service, we may without further notice and unless we specify otherwise, include within the Service the eStatements and eAdvice all new Accounts that you shall open with us and the eStatements and eAdvice of all products and services that we shall provide to or shall be used by you in the future that shall, in our view, fall within the said type, category or group.

5. eCorrespondence

- a. Each eCorrespondence sent by email to your eAddress will be secured by a Password of which you will use to open, read or otherwise access the eCorrespondence sent to your eAddress.
- b. Whenever there is a change in the Password ("the Change"), all eCorrespondence sent by email to your eAddress after the Change has been effected can only be opened, read or accessed by using the new password while those sent prior to the Change can still be opened, read or accessed with the old password.
- c. Any eCorrespondence sent by us is one-way only and you should not reply to the same.
- d. Once an eCorrespondence has, according to our record, been sent successfully, we will not re-send it again. If you delete such eCorrespondence, it cannot be sent again.
- e. You confirm that you have assessed and analysed and so you understand, acknowledge and accept all possible risks involved in using the Service including, without limitation, the eCorrespondence being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without your authorisation.
- f. Neither you nor any other persons should regard any information or communication contained in an eCorrespondence, the covering email or facsimile or any hyperlink(s) attached as an offer or solicitation to subscribe to any products or services (including, without limitation, investments, deposits, insurance and loans) in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdictions.
- g. You must notify us immediately (via such means and in such format and manner as shall be acceptable to us) should you fail to receive, or that there is any delay in or other irregularities or problems in connection with any eCorrespondence or your receiving any eCorrespondence from us.

6. Security

- a. You must keep the Password and all other security details (if any) secure and confidential at all times and take all reasonable precautions to prevent unauthorised or fraudulent use thereof and ensure that unauthorised or fraudulent access to your eAddress is prevented.
- b. You should change your Password from time to time to guard against unauthorised or fraudulent access to the eCorrespondence sent by email to your eAddress.
- c. You should never respond to a request purportedly from us via the Service to provide your account, Password, security details or your personal information as we will never make such a request.
- d. You must inform us as soon as possible if any email or facsimile, eCorrespondence, website hyperlink, your BIB Profile or BIB appears to be irregular.
- e. 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 including the eCorrespondence sent thereto.
- f. You should never provide your account or personal information on screen following a website hyperlink from an eCorrespondence. All website hyperlinks authorised by us will be for information only and will not require the inputting of your account or personal information.
- g. 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 Service including, without limitation, if you know or suspect that someone knows your Password or your BIB Profile log-on credentials or has unauthorised access to your eAddress, BIB Profile, the eCorrespondence or any telecommunications equipments to which you receive the eCorrespondence or if your eAddress or other contact details are or will be changed or your telecommunications equipment or internet service has or will be suspended, expired, disconnected or terminated.
- h. You should check, verify and authenticate the sender of the eCorrespondence including, without limitation, the facsimile number, email or website address of the sender of the eCorrespondence as the case may be to ensure that they are genuine and have been sent by us.

7. Liability

- a. You agree and undertake not to hold us liable or in any way responsible for any loss, damages or expenses that you shall incur, including, without limitation, any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of the Service unless they are caused solely and directly by our gross negligence or willful default.
- b. If we can show that we have sent, or attempted to send, to you the eCorrespondence according to the service scope of the Service as shall be determined by us from time to time (including, without limitation, any re-sending procedures if the eCorrespondence fails to be sent to you), we have no liability to you if you suffer loss due to the eCorrespondence not being received accurately or at all.
- c. We will not be liable for any disclosure of confidential information not herein authorised where you have not complied with these Terms and Conditions or such other security guidelines or recommendation that we may issue from time to time.
- d. Neither we, any of our affiliates, nor any of the telecommunications companies designated by us (if any) for the purposes of providing the Service will assume any liability or responsibility for any failure or delay in providing the Service or any error or failure in the eCorrespondence unless this results from gross negligence or willful default on our part, any of our affiliates, or such telecommunications companies. In particular, neither we, any of our affiliates, nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond our reasonable control, that of our affiliates, or such telecommunications companies, including, without limitation, failure of your telecommunications equipment to receive the eCorrespondence for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or accuracy of equipment or installation.
- e. The third parties supporting the 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 loss caused by such third parties including system operators.
- f. You hereby undertake to ratify and confirm all things and matters done by us, our nominees, their respective officers and employees pursuant to or in connection with the provision of the Service to you and agree to indemnify us, our nominees, their respective officers and employees against all or any losses, liabilities, charges, expenses and penalties of any kind which may be incurred or suffered by us or any of them in connection with or as a result of the provision of the Service to you unless directly and solely caused by or due to the gross negligence or willful default of us or any of them and then only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom.

8. Pricing and Charges

- a. We reserve the right to at any time and from time to time impose fees and charges for the Service with reasonable notice.
- b. You shall bear, and you hereby authorise us to, without further notice to you, debit from any one or more of your Account(s) any fees, charges or expenses which we may impose under or in connection with this Service, including, without limitation, our charges for re-sending an eCorrespondence or for sending the corresponding Statement or Advice to your mailing address in accordance with these Terms and Conditions.

9. Suspension and Termination

- a. You may terminate the Service at any time in such manner as we may prescribe from time to time.
- b. We can suspend or terminate all or any part of the Service at any time and in our absolute discretion with or without notice.
- c. Without prejudice to the generality of Clause 9b above, in the event where we have reason(s) to believe that the security of your BIB Profile or your eAddress or the eCorrespondence sent to you has been compromised or that the eCorrespondence will no longer reach you at your BIB Profile or your eAddress, we may in our sole discretion and without notice suspend the Service in which case we will forward all future corresponding Statements and Advices to your mailing address last registered with us until the Service is resumed either by us or by you in accordance with our procedures applicable at the time.
- d. We will not assume any liabilities or responsibilities for any suspension or termination of the Service under any circumstances.
- e. Any termination or suspension of the 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.

10. Amendments

We reserve the right to add to, delete and/or vary any of these Terms and Conditions upon notice to you using such means of notification as we shall deem appropriate. Use of the Service after the date upon which any changes to these Terms and Conditions are to have effect (as specified in our notice) will constitute acceptance without reservation by you of such changes. If you do not accept any proposed changes you must cancel or terminate, the Service prior to the date upon which such changes are to have effect.

11. Miscellaneous

- a. No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to us herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.
- b. If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any other provisions hereof which shall remain in full force, validity and effect.
- c. Any notice or communication (excluding the eCorrespondence) delivered under these Terms and Conditions personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us via such means and in such format and manner as shall be acceptable 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 by you to us via such means and in such format and manner as shall be acceptable to us. Notice or communication sent by you to us shall be treated as delivered to us on the day of actual receipt.

12. Governing Law and Jurisdiction

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

13. Governing Version

The English version of these Terms and Conditions shall prevail if there is any inconsistency between the English version and the Chinese version.

滙豐記錄易、電子結單及電子通知書服務章則條款

1. 定義

下列詞語在本章則條款內的定義如下：

- 「戶口」指本行提供的任何類型戶口，包括但不限於存款戶口、貸款戶口、卡戶口、證券戶口及投資戶口。
- 「通知書」指本行就本行所提供的一個或多個戶口或產品及服務而不時以紙張形式發出或提供的任何通知書、報告、訊息、記錄、確認書、收據、認收書、通告或通訊，但不包括結單。
- 「本行」指香港上海滙豐銀行有限公司。
- 「商務「網上理財」服務」指滙豐集團透過互聯網提供的商務「網上理財」服務。
- 「記錄易」指本行按本服務以電子形式，包括但不限於用傳真，發出或提供並與本行不時指定的該等類別交易有關的通知書。
- 「電子通知書」指本行按本服務以電子形式發出或提供的通知書，包括但不限於記錄易。
- 「電子通訊」指電子結單及／或電子通知書。
- 「地址」指本行向閣下發出電子通訊時閣下最後向本行登記的電郵地址或傳真號碼，不論該項登記是否按本服務作出或與本行提供的其他戶口、產品或服務有關。
- 「電子結單」指本行按本服務以電子形式發出或提供的結單。
- 「密碼」指為取閱用電郵方式發送至閣下地址的電子通訊而不時由閣下或本行（視情況而定）指定的密碼或個人識別號碼。
- 「本服務」指本行提供的並按此提供電子結單及電子通知書的電子通訊服務。
- 「結單」指本行就本行所提供的一個或多個戶口或產品及服務而不時以紙張形式發出或提供的任何結單、報告、訊息、記錄、確認書、收據、認收書、通告或通訊。
- 「電訊設備」一詞視情況而定，可包括傳真機、流動電話、手提電腦、桌面電腦、掌上電腦、電子手帳，以及任何其他用以獲得本服務的電子媒體及／或設備。
- 「閣下」指閣下，即本行客戶。

2. 使用條款

- a. 本服務的使用須時刻受本章則條款規限。
- b. 本章則條款不擬亦不會取代或替代規限閣下的戶口及閣下使用本行所提供其他產品及服務的現有章則條款，包括但不限於有關結單及通知書的章則條款（統稱「其他章則條款」）。除非另有規定，否則該等其他章則條款將繼續適用。
- c. 如本章則條款與其他章則條款有任何抵觸或衝突，就本服務而言，以本章則條款為準。

3. 服務範圍

- a. 本行將不時釐定或註明本服務的範圍及細節，並可隨時加以修改或增刪而毋須發出通知。
- b. 如本行發出有關改動本服務的通知，通知形式及方法將由本行全權決定。
- c. 本行可不時在本服務內加入或與電子通訊一併發送有關本行或其他滙豐集團成員或指定第三方的產品及服務的推廣資料（統稱「推廣資料」）。閣下登記本服務及同意本章則條款，即就一切目的而言構成閣下同意根據本服務收取推廣資料，不論閣下是否已經或將會根據本服務或其他銀行產品或服務或其他情況，要求本行不向閣下發送推廣資料。

4. 本服務的登記／管理

- a. 閣下一經登記使用本服務，本行將按照本行不時決定的下列一種或以上方式向閣下提供一項或多項電子通訊：
 - i. 將電子通訊存放於閣下的商務「網上理財」戶口內；
 - ii. 將電子通訊發送至閣下的電郵地址。相應結單及通知書（以紙張形式）將不再寄往閣下的郵寄地址或以其他任何方式提供，除非另有規定，包括下文第4c及4h條下的規定。
- b. 如按照第4ai條提供的電子通訊乃為一電子結單，本行可能酌情向閣下最後向本行登記的電郵地址及／或流動電話號碼發出一個訊息，通知閣下有關電子結單已存放於閣下的商務「網上理財」戶口內。
- c. 在閣下登記使用本服務期間，閣下可要求本行除發送電子結單／電子通知書之外另將相應的結單／通知書寄往閣下最後向本行登記的郵寄地址或以其他方式提供，但此等要求在所有時間均須視乎本行的決定，並須受本行不時訂立的限制所規限，同時須支付本行不時釐定的費用。
- d. 必須擁有下列任何一項或多項（如適用）方可獲提供本服務：
 - i. 有效的商務「網上理財」戶口；
 - ii. 一個於任何相關時間均具足夠容量可接收電子通訊的有效及最新的電郵地址；
 - iii. 一個互聯網服務提供者、可接收及閱讀電子通訊的合適電訊設備及電腦軟件，以上各項或任何一項均可由本行不時決定；及／或
 - iv. 一個可接收及閱覽訊息的有效及最新的流動電話號碼。
- e. 為收取電子通訊，閣下必須持有本行可不時規定的戶口及／或登記有關產品或服務。

- f. 任何電訊公司（不論是否由本行指定）就提供或維修與本服務有關的電訊設備而收取的任何費用、收費或開支，概由閣下承擔。
- g. 閣下保證，基於本服務或為此而向本行提供的所有資料在所有相關時間均屬完整、準確及最新資料。此等資料（包括但不限於閣下的地址）如有任何更改，閣下承諾會從速透過本行可接受的方法並以本行可接受的格式及方式通知本行。
- h. 倘本行認為本行首次發出的任何電子通訊未能送達閣下，本行可按本行不時釐定的重發程序（如有）向閣下的電郵地址重新發送電子通訊。如本行認為向閣下的電郵地址進一步發送或重發的電子通訊未能送達閣下，本行可以全權酌情決定按本行認為合適的方法向閣下作出相關通知，而閣下必須遵從本行在該等通知中註明的任何指示。本行可以（但無義務）按閣下最後向本行登記的郵寄地址發出該電子通訊的相應結單或通知書。本行亦可自行決定日後停止發送此等電子通訊或甚至一切其他電子通訊，更可自行斟酌處置此等電子通訊，包括但不限於將之從本行的系統及記錄中刪除或移走。
- i. 存放於閣下的商務「網上理財」戶口的全部電子通訊，將在存放於閣下的商務「網上理財」戶口時被視為已送達閣下，並僅會在本行不時決定的一段指定時間內在商務「網上理財」戶口中提供，不論閣下是否已審閱及／或儲存該等電子通訊。
- j. 本服務按閣下的地址而發送或重發（如適用）的所有電子通訊，均在本行記錄顯示已成功發送或重發時視為已送達閣下。
- k. 閣下同意及時開啓、閱讀或進入及小心審閱發送至閣下的地址的所有電子通訊，並盡速通知本行由於任何原因（包括但不限於偽造、詐騙、缺乏授權、閣下的疏忽或任何其他人士的疏忽）而引致的任何錯誤、差異、未經授權的交易或其他不當情況（「錯誤」）。
- l. 如發送至閣下地址的電子通訊乃為一電子結單，閣下同意該電子結單對閣下與本行而言乃為電子結單上所顯示結餘（結欠）的確切證據，且該電子結單對閣下具約束力。閣下並同意除非閣下在本行發送電子結單至閣下的地址或將電子結單存放於閣下商務「網上理財」戶口後 60 天（如電子結單為信用卡電子月結單）及 90 天（對所有其他電子結單而言）內透過本行可接受的方法並以本行可接受的格式及方式通知本行任何上述錯誤，否則閣下即被視為已同意放棄提出反對或對本行追究任何補償的任何權利。如涉及戶口乃為一聯名戶口，本第 41 條對「閣下」的提述，概指該聯名戶口的全部戶口持有人，不論簽名授權書為何。
- m. 閣下有責任經常及定期檢查閣下的電郵地址及／或商務「網上理財」戶口（視情況而定）以查看電子通訊。不論閣下有否按照第 4k 條開啓、閱讀、進入、審閱及／或審查電子結單，第 41 條的條文均適用。
- n. 在本服務使用本行、其關聯公司及／或其他軟件供應商的專有軟件的情況下，本行授與閣下一項非專屬許可，准許閣下僅為本服務的目的或本行允許的其他目的使用該軟件。閣下同意不會對任何此等軟件或允許任何其他人士對任何此等軟件進行反匯編、反編譯、複製、修改或逆向工程。
- o. 在閣下已選擇或本行已指定（視情況而定）按本服務向閣下的地址發送或在閣下的商務「網上理財」戶口中存放某類別、某級別或某組別的電子結單及／或電子通知書後，本行可能在毋須另行通知的情況下（及除非本行另有指明），在本服務內加入有關閣下於本行開立的所有新戶口及有關日後本行將向閣下提供或閣下將使用的一切產品及服務並按本行認為屬同一類別、級別或組別的電子結單及電子通知書。

5. 電子通訊

- a. 以電郵形式發送至閣下的地址的每一項電子通訊將獲得一個密碼的保護。閣下可使用密碼開啓、閱讀或進入發送至閣下的地址的電子通訊。
- b. 如密碼被更改（「更改」），在更改生效後以電郵形式發送至閣下的地址的所有電子通訊只可透過新密碼開啓、閱讀或進入。而更改生效前發送的電子通訊則仍可透過舊密碼開啓、閱讀或進入。
- c. 本行發出的任何電子通訊只限單向傳遞，閣下不應回覆。
- d. 本行不會重新發送本行記錄顯示已成功發出的電子通訊。如閣下刪除此等電子通訊，此等電子通訊將無法再次發送。
- e. 閣下確認經評估及分析後，已了解、承認並接受使用本服務可能涉及的一切風險，包括但不限於電子通訊被攔截、監視、修改、竄改或未經閣下授權而向他人發送或披露。
- f. 閣下或任何其他人士均不應將電子通訊、電郵附函或傳真或連附的任何超連結內任何資料或訊息視為在任何司法管轄區要約或游說任何人士登記（而在該等司法管轄區對該等人士作出該等要約或游說乃屬違法）任何產品或服務（包括但不限於投資、存款、保險及貸款）。
- g. 如閣下未能或延遲收到本行發出的任何電子通訊，或接收電子通訊時出現其他不尋常情況或問題，必須立即透過本行可接受的方法並以本行可接受的格式及方式通知本行。

6. 保安

- a. 閣下必須在所有時間負責保管密碼及一切其他保安資料（如有）及對之保密，並採取一切合理措施，防止他人未經授權或為欺詐意圖而使用密碼及保安資料，並確保防止他人未經授權或為欺詐意圖進入閣下的地址。
- b. 閣下應不時更改閣下的密碼，防止他人未經授權或為欺詐意圖取閱以電郵形式發送至閣下的地址的電子通訊。
- c. 閣下切勿依據稱是由本行透過本服務發出的要求而提供閣下的戶口、密碼、保安資料或個人資料，因為本行絕對不會提出此等要求。
- d. 如有任何電郵或傳真、電子通訊或網站超連結、閣下的商務「網上理財」戶口或商務「網上理財」出現不尋常情況，閣下必須盡快通知本行。
- e. 閣下須為閣下電訊設備的保安負責，並必須採取一切合理措施，防止任何其他人士查閱任何機密資料，包括向此等設備傳送的電子通訊。
- f. 閣下切勿根據電子通訊所載的網站超連結，在屏幕上提供閣下戶口或個人資料。本行授權的所有網站超連結只供參考用途，不會要求輸入閣下的戶口或個人資料。
- g. 如有任何事宜可能影響本行提供或閣下使用本服務，包括但不限於閣下知道或懷疑有人知道閣下的密碼或閣下的商務「網上理財」戶口的登入身分證明資料，或未經授權擅自接達閣下的地址、閣下的商務「網上理財」戶口或電子通訊或閣下用以收取電子通訊的任何電訊設備，或閣下的地址或其他聯絡資料已經或將會更改，或閣下的電訊設備或互聯網服務已經或將會暫停、到期、中斷連接或終止，閣下必須盡快通知本行。

- h. 閣下須對電子通訊的發件人的資料進行檢查、驗證及核實，包括但不限於該發件人的傳真號碼、電郵地址或網址（視情況而定），以確保當中的資料真確並且是由本行發出。

7. 責任

- a. 閣下同意並承諾，不會為因閣下使用本服務而招致的任何損失、損害或開支，包括但不限於對閣下的資料、軟件、電腦、電訊設備或其他設備造成的任何損失或損害，要求本行負責或承擔任何責任，除非此等損失、損害或開支乃完全並直接由本行的嚴重疏忽或蓄意違責所造成。
- b. 若閣下因不能準確收取或完全無法收取電子通訊而招致損失，而本行能夠證明本行已根據本行對本服務不時釐定的服務範圍（包括但不限於因電子通訊無法送達閣下而採取的重發程序）向閣下發送或嘗試發送電子通訊，則本行毋須向閣下負上任何責任。
- c. 如閣下並無遵守本章則條款或本行不時發出的其他保安指引或建議，本行不會為機密資料未經授權被披露而承擔責任。
- d. 本行或本行任何關聯公司或本行指定提供本服務的任何電訊公司（如有）均不會對未能或延遲提供本服務或電子通訊中任何錯誤或故障負責或承擔責任，除非以上種種乃由本行、本行任何關聯公司或前述任何電訊公司的嚴重疏忽或蓄意違責所造成。特別是，本行、本行任何關聯公司或前述任何電訊公司均不會對任何非本行、本行任何關聯公司或前述任何電訊公司所能合理控制的成因（包括但不限於閣下的電訊設備因任何原因未能接收電子通訊、電訊中斷、機件故障、通道故障、失靈、技術故障、設備或裝置受到干擾或不準確）所導致的後果負責或承擔任何責任。
- e. 支援本服務的第三方（包括本行指定的電訊公司）並非本行的代理或代表，本行與彼等並無合作、合夥、合營或其他關係。本行不會為此等第三方（包括系統營運商）所造成的任何損失負責。
- f. 閣下特此承諾認可及確認本行、本行的代理人、其各自的高級人員及僱員根據或為本服務的提供而作出的一切事宜及事情，並同意就本行或本行的代理人、其各自的高級人員及僱員與本服務的提供有關或因提供本服務而招致或蒙受的一切或任何損失、責任、費用、開支及任何性質的罰款對本行或前述任何人士作出賠償，除非該等損失、責任、費用、開支及罰款完全並直接由本行或前述任何人士的嚴重疏忽或蓄意違責造成，而賠償僅以完全直接由此而起的直接及合理預期損失及損害（如有）為限。

8. 訂價及收費

- a. 本行保留權利，可隨時及不時在發出合理通知後，就本服務徵收費用。
- b. 閣下須承擔並特此授權本行在毋須另行通知的情況下從閣下任何一個或多個戶口扣除本行按本服務或與本服務有關而徵收的任何費用、收費或開支，包括但不限於本行根據本章則條款重發電子通訊或向閣下的郵寄地址寄發相應結單或通知書的收費。

9. 暫停及終止

- a. 閣下可隨時根據本行不時釐定的方法，終止本服務。
- b. 本行可隨時全權酌情決定終止或暫停本服務的全部或任何部分，而毋須發出通知。
- c. 在不影響上文第 9b 條的一般性下，如本行有理由相信閣下的商務「網上理財」戶口、電郵地址或發送給閣下的電子通訊的保安不完善或閣下不再能透過商務「網上理財」戶口或電郵地址接收電子通訊，本行可全權酌情決定並毋須通知暫停本服務，而在此情況下本行會將一切未來的相應結單及通知書寄到閣下最後向本行登記的郵寄地址，直至本行或閣下按照當時適用的程序恢復本服務為止。
- d. 本行不會對本服務在任何情況下暫停或終止負責或承擔任何責任。
- e. 即使本服務被終止或暫停，亦不損害或影響閣下與本行之間於本服務終止或暫停日期之前應有的責任及權利。

10. 修訂

本行保留權利，可透過本行視為合適的方法向閣下發出通知，藉以增刪及／或更改本章則條款任何內容。本章則條款修訂生效當日（如本行通知所示者）後使用本服務，將構成閣下毫無保留地接受此等修訂。若閣下不接納任何建議的修訂，則必須於此等修訂生效當日之前取消或終止本服務。

11. 其他

- a. 本行未能或延遲行使本章則條款下任何權利、權力或特權，並不構成放棄此等權利、權力或特權。任何單獨或部分行使權利、權力或特權，亦不妨礙其他或進一步行使此等權利、權力或特權，或行使其他權利、權力或特權。本章則條款規定向本行提供的任何補救，並不排除任何其他補救，每項補救應為累計性質，並另加於本章則條款規定的或目前或日後根據成文法或其他法規在法律或衡平法上存在的其他每項補救。
- b. 本章則條款內任何條文若按任何適用法例被宣布或判定為非法、無效或不可執行，均不會影響本章則條款內任何其他條文，即其他條文仍具十足效力、作用與功效。
- c. 根據本章則條款透過專人、郵遞、傳真、電報或電郵發出的任何通知或通訊（電子通訊除外），應（若由專人派送）在專人派送或放置於閣下最後透過本行可接受的方法並以本行可接受的格式及方式通知本行的地址，或（若經郵遞派送）在寄出後 48 小時〔若地址在香港特別行政區（「香港特區」）以內〕或寄出後 7 天（若地址在香港特區以外），或（若經傳真、電報或電郵派送）在傳送至閣下最後透過本行可接受的方法並以本行可接受的格式及方式通知本行的傳真號碼、電報號碼或電郵地址之時，即視為已經送達閣下。閣下向本行發出的通知或通訊，應在本行實際收悉當日視為送達本行。

12. 管轄法例及司法管轄區

本服務及本章則條款受香港特區法律所管轄並按其詮釋。各方同意接受香港特區法院的非專有司法權管轄。本章則條款可於任何具司法管轄權的法院執行。

13. 管轄版本

本章則條款的中英文本如有歧異，須以英文本為準。