



To 致 : The Hongkong and Shanghai Banking Corporation Limited  
香港上海滙豐銀行有限公司

Date 日期	day 日 / month 月 / year 年

## HSBC GLOBAL WALLET AND HSBC MERCHANT BOX APPLICATION FORM

### 滙豐環球商幣滙及滙豐電商易申請表格

#### Notes 注意：

1. Please complete the form in **Block Letters** and tick where applicable. 請用正楷填寫表格，並在適當的地方加上剔號。
2. This application form is for HSBC Global Wallet Services and HSBC Merchant Box provided by The Hongkong and Shanghai Banking Corporation Limited. 此申請表格為由香港上海滙豐銀行有限公司提供之滙豐環球商幣滙及滙豐電商易服務而設。
3. Deposits in HSBC Global Wallet are qualified for protection by the Deposit Protection Scheme in Hong Kong. 滙豐環球商幣滙之存款符合香港存款保障計劃的保障資格。

#### I. Company Details 公司資料

Company Name 公司名稱 (in English 英文)

Registration/ Incorporation Document Number 登記/ 註冊文件號碼

Certificate of Incorporation 公司註冊證書 (C)

Business Registration Certificate 商業登記證 (B)

Other 其他 (X)

Bank Account Number (Eligible Account<sup>1</sup>) for debiting package fees and topping-up/withdrawing from HSBC Global Wallet  
銀行戶口號碼(合資格戶口<sup>1</sup>)用以扣減銀行費用，以及為滙豐環球商幣滙增值或從中提款

(For existing customers with multiple Business Internet Banking profiles only. 只適用於持有多个商務「網上理財」業務之現有客戶)

Registered Principal Account Number of Business Internet Banking profile<sup>2</sup> 商務「網上理財」業務之已登記主要戶口號碼<sup>2</sup>：

#### Notes 注意：

1. The Eligible Account must be an active Business Integrated Account maintained by you with HSBC. 合資格戶口必須為你於滙豐開立並活躍之商業綜合戶口。
2. Registered Principal Account Number refers to "Your account number" under "Your Profile", which is located on the top right corner of "Home" page of your selected Business Internet Banking profile. 你可在你所選擇的商務「網上理財」業務之主頁右上角找到“我的業務”，而在其項下之“您的戶口號碼”即為已登記主要戶口號碼。
3. You are required to supplement payer information to facilitate HSBC's payment processing when there is an inward payment to your HSBC Global Wallet, otherwise the inward payment will be returned. Please enable Personalised Notifications and then Transaction Notifications on "HSBC Global Wallet - Pending Inward Payments" for Business Internet Banking users who operate your HSBC Global Wallet to receive relevant notifications from HSBC. 當你的滙豐環球商幣滙收款戶口有匯入款項時，你需要補充付款人資料以便銀行處理，否則匯入款將被退回。請為操作你的滙豐環球商幣滙之商務「網上理財」使用者開啟個人化提示以及交易通知中的“滙豐環球商幣滙-待處理匯入匯款”，以便我們向你發送相關通知。
4. Please enable Personalised Notifications and then Account Notifications on "eStatement Readiness" for relevant Business Internet Banking users to receive notifications from HSBC when your HSBC Global Wallet eStatement is ready. 請為相關的商務「網上理財」使用者開啟個人化提示以及戶口通知中的“電子結單發出通知”，以便我們在電子結單備妥時向你發送相關通知。

## II. HSBC Global Wallet Pricing Package Options (Select one option only) 滙豐環球商幣滙收費計劃選項 (只選擇一個選項)

Package 組合	Package Fee 組合費	Package Details 組合內容
Pay-as-you-go 現收現付 QTMCHGPYG Select 選擇 <input type="checkbox"/>	0.2% of HSBC Global Wallet collection amount (standard fee) 滙豐環球商幣滙收款金額的 0.2% (標準收費)	<ul style="list-style-type: none"> <li>Flexible usage without limit</li> <li>Free creation of HSBC Global Wallet Receiving Accounts</li> <li>Support major currencies including AUD, EUR, GBP, SGD and USD</li> <li>Seamless connection and free withdrawal to bank account</li> </ul> <ul style="list-style-type: none"> <li>靈活收款無限制，完美配合業務需求</li> <li>免費建立滙豐環球商幣滙收款戶口，一站式管理海外電商業務</li> <li>支援澳元、歐元、英鎊、新加坡元和美元等常用貨幣</li> <li>無縫接洽銀行戶口，隨時提款不收費</li> </ul>
Standard Package 標準計劃 QTMCHGMB1 Select 選擇 <input type="checkbox"/>	HKD 4,500 / month 港元 4,500 / 月	<ul style="list-style-type: none"> <li>Collect payments to HSBC Global Wallet of up to HKD 3 million equivalent per month (i.e., as low as 0.15% fee), subsequent usage at standard pay-as-you-go fee</li> <li>Free creation of HSBC Global Wallet Receiving Accounts</li> <li>Support major currencies including AUD, EUR, GBP, SGD and USD</li> <li>HKD 3 million quota can be shared among all HSBC Global Wallet Receiving Accounts</li> <li>Seamless connection and free withdrawal to bank account</li> </ul> <ul style="list-style-type: none"> <li>每月獲享 300 萬港元等值之滙豐環球商幣滙收款額度 (即低至0.15%優惠費用)，隨後按現收現付的標準費用收費</li> <li>免費建立滙豐環球商幣滙收款戶口，一站式管理海外電商業務</li> <li>支援澳元、歐元、英鎊、新加坡元和美元等常用貨幣</li> <li>所有滙豐環球商幣滙收款戶口可共用 300萬港元額度</li> <li>無縫接洽銀行戶口，隨時提款不收費</li> </ul>
Premium Package 優越計劃 QTMCHGMB2 Select 選擇 <input type="checkbox"/>	HKD 10,000 / month 港元 10,000 / 月	<ul style="list-style-type: none"> <li>Collect payments to HSBC Global Wallet of up to HKD 8 million equivalent per month (i.e. as low as 0.125% fee), subsequent usage at standard pay-as-you-go fee</li> <li>Free creation of HSBC Global Wallet Receiving Accounts</li> <li>Support major currencies including AUD, EUR, GBP, SGD and USD</li> <li>HKD 8 million quota can be shared among all HSBC Global Wallet Receiving Accounts</li> <li>Seamless connection and free withdrawal to bank account</li> </ul> <ul style="list-style-type: none"> <li>每月獲享 800 萬港元等值之滙豐環球商幣滙收款額度 (即低至0.125%優惠費用)，隨後按現收現付的標準費用收費</li> <li>免費建立滙豐環球商幣滙收款戶口，一站式管理海外電商業務</li> <li>支援澳元、歐元、英鎊、新加坡元和美元等常用貨幣</li> <li>所有滙豐環球商幣滙收款戶口可共用 800萬港元額度</li> <li>無縫接洽銀行戶口，隨時提款不收費</li> </ul>

### Notes 注意

- All packages are subject to the HSBC Global Wallet Pricing Terms as may be amended from time to time.  
所有計劃均受制於滙豐環球商幣滙定價條款，而該條款可能會不時修訂。

For Bank Use Only 銀行專用	
HSBC Representative ID <input type="text"/>	Remarks <input type="text"/>
HSBC Representative Name <input type="text"/>	

### III. Customer Agreement and Declaration 客戶協議書及聲明

For **Sole Proprietorship**: signed by Sole Proprietor **獨資經營商號**：須由獨營東主簽署

For **Partnership**: signed by ALL partners **合夥經營商號**：須由所有合夥人簽署

For **Limited Company**: signed by one director in accordance with paragraph 2 of the Certificate of Due Authorisation in Section IV. The individual signing this Customer Agreement and Declaration section must be a different person to the Chairman who signs the Certificate of Due Authorisation section unless the company has (lawfully) only one director. **有限公司**：須由一名董事根據第IV部分之正式授權證明書第2段簽署。本客戶協議書及聲明部分的簽署人必須與簽署正式授權證明書的主席不同，如公司只有一名董事（符合法例規定下）則不受此限制。

By signing this Application Form, the Customer confirms that:  
簽署本申請表格，則代表客戶確認：

- The information in this application is correct, accurate and complete, and the Customer agrees to inform HSBC promptly, and in any event within 30 days, in writing if there are any changes to such information. 本申請中的所有資訊正確、準確及完整。客戶同意，如該等資訊有任何變更，在任何情況下須於30日內及時以書面方式通知滙豐。
- The Customer agrees to the HSBC Global Wallet Pricing Terms and to pay HSBC's fees and charges as published and/or made available to the Customer from time to time. 客戶同意滙豐環球商幣滙定價條款並支付由滙豐不時公佈/或向客戶提供的費用及收費。
- The Customer confirms that the HSBC Global Wallet shall be for its own business use and undertakes that the HSBC Global Wallet shall not be used for any other purposes. 客戶確認滙豐環球商幣滙應為其業務所使用並且承諾不會將滙豐環球商幣滙用於任何其他用途。
- The Customer agrees that this Application Form together with the HSBC Merchant Box Terms of Service, the HSBC Global Wallet Terms and Conditions and the Account Terms constitute contracts effective from the commencement date for operation of the HSBC Global Wallet and HSBC Merchant Box and are binding upon the Customer and HSBC. 客戶同意，本申請表格連同滙豐電商易服務條款、滙豐環球商幣滙條款及細則及戶口條款構成滙豐環球商幣滙及滙豐電商易運作之日起生效的合約，並對客戶及滙豐具有約束力。
- The Customer has read and agreed to be bound by the HSBC Merchant Box Terms of Service, the HSBC Global Wallet Terms and Conditions set out in this application and the Account Terms available at <https://www.business.hsbc.com.hk/-/media/library/business-hk/pdfs/en/tnc106.ashx>. The Customer agrees and acknowledges that the HSBC Merchant Box Terms of Service, the HSBC Global Wallet Terms and Conditions and the Account Terms are subject to changes from time to time. 客戶已閱讀並同意受本申請中所載的滙豐電商易服務條款、滙豐環球商幣滙條款及細則以及<https://www.business.hsbc.com.hk/-/media/library/business-hk/pdfs/en/tnc106.ashx>所載的戶口條款約束。客戶同意並確認滙豐電商易服務條款、滙豐環球商幣滙條款及細則以及戶口條款可能不時變更。
- The Customer agrees that the Business Internet Banking Terms and Conditions will continue to govern the Customer's access to and use of Business Internet Banking. 客戶同意商務「網上理財」條款及細則將繼續約束客戶取覽及使用商務「網上理財」。
- (Applicable only to Sole Proprietorship/Partnership)**  
**(僅適用於獨資經營商號/合夥經營商號)**  
The Customer authorises any of its primary user of Business Internet Banking to give any instructions and sign any form or document and accept any additional terms and conditions in relation to the HSBC Global Wallet and HSBC Merchant Box, including without limitation application or cancellation of HSBC Global Wallet Receiving Accounts, changes to pricing packages, termination of the HSBC Global Wallet and/or HSBC Merchant Box. The Customer agrees that any electronic or digital signature may be relied on by the Bank as evidence of the legal and valid execution of this application and all relevant declarations, instructions, confirmations and/or documents in connection with the HSBC Global Wallet or HSBC Merchant Box as if the same had been signed by such authorised person(s) of the Customer.  
客戶授權其任何商務「網上理財」主要用戶就滙豐環球商幣滙及滙豐電商易發出任何指示並簽署任何表格或文件，並接受與之相關的任何附加條款及細則，包括但不限於申請或取消滙豐環球商幣滙收款戶口、更改收費計劃、終止滙豐環球商幣滙及/或滙豐電商易。客戶同意，本行可依據任何電子或數碼簽署作為合法並有效簽立本申請以及與滙豐環球商幣滙及滙豐電商易相關的所有聲明、指示、確認及/或文件的證據（如同由客戶的授權代表簽署一樣）。
- The Customer agrees that this application and all relevant declarations, confirmations and/or documents in connection with the HSBC Global Wallet and HSBC Merchant Box, may be executed in one or more counterparts, each of which shall be deemed as original but all of which shall constitute one and the same document and shall become effective when counterparts have been signed by each party.  
客戶同意本申請及所有與滙豐環球商幣滙及滙豐電商易相關的聲明、確認及/或文件，可以一份或多份對應本形式簽立，每份對應本視為原本，所有該等對應本應視為同一份文件並自各方簽字後生效。

Signed for and on behalf of the Customer  
為及代表客戶簽署

Authorised Signature 獲授權簽署	Authorised Signature 獲授權簽署	Authorised Signature 獲授權簽署	Authorised Signature 獲授權簽署	Authorised Signature 獲授權簽署
X	X	X	X	X
Full Name in Block Letters 全名以正楷填寫	Full Name in Block Letters 全名以正楷填寫	Full Name in Block Letters 全名以正楷填寫	Full Name in Block Letters 全名以正楷填寫	Full Name in Block Letters 全名以正楷填寫
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title 職銜: <input type="text"/>	Title 職銜: <input type="text"/>	Title 職銜: <input type="text"/>	Title 職銜: <input type="text"/>	Title 職銜: <input type="text"/>

#### IV. Certificate of Due Authorisation 正式授權證明書

(not applicable to Sole Proprietorship / Partnership if Section III (Customer Agreement and Declaration) is duly signed  
如第III部分之客戶協議書及聲明部份已被妥為簽署，則不適用於獨資經營商號 / 合夥經營商號)

Date of Board Meeting 董事會會議日期:

I, as the Chairman of the meeting, certify the below to be a true extract of the minutes/resolutions as entered into the minute book of the company duly passed at a meeting of the board of directors or the governing body (as the case may be) of the company in accordance with the Articles of Association or the constitutional documents of the company. 本人，作為會議主席，茲確認以下為董事會會議紀錄/決議的真實摘錄，且該等錄入公司會議記錄冊內的董事會會議紀錄/決議已根據公司章程或公司章程性質文件由董事會或公司管理組織會議（視情況而定）妥為通過。

1. The company shall apply for HSBC Global Wallet and HSBC Merchant Box subject to the HSBC Merchant Box Terms of Service, the HSBC Global Wallet Terms and Conditions and the Account Terms. 公司將申請滙豐環球商幣滙及滙豐電商易，且受滙豐電商易服務條款、滙豐環球商幣滙條款及細則以及戶口條款規限。
2. The company authorises 公司授權
  - (a) any director of the company to sign this Application Form and agree to related terms and conditions on behalf of the company; and 公司任何一位董事代表公司簽署本申請表格並同意相關條款及條件；及
  - (b) any of its primary user of Business Internet Banking to give any instructions and sign any other form or document and accept any additional terms and conditions in relation to the HSBC Global Wallet and HSBC Merchant Box, including without limitation application or cancellation of HSBC Global Wallet Receiving Accounts, changes to pricing packages, termination of the HSBC Global Wallet and/or HSBC Merchant Box; and 其任何商務「網上理財」主要用戶就滙豐環球商幣滙及滙豐電商易發出任何指示並簽署任何表格或文件，並接受與之相關的任何附加條款及細則，包括但不限於申請或取消滙豐環球商幣滙收款戶口、更改收費計劃、終止滙豐環球商幣滙及/或滙豐電商易；及
3. Any electronic or digital signature may be relied on by the Bank as evidence of the legal and valid execution of this Application Form and all relevant declarations, instructions, confirmations and/or documents in connection with the HSBC Global Wallet or HSBC Merchant Box as if the same had been signed by such authorised person(s) of the company. 貴行可依據任何電子或數碼簽署作為合法並有效簽立本申請表格以及與滙豐環球商幣滙或滙豐電商易相關的所有聲明、指示、確認及/或文件的證據，如同由公司的授權代表簽署一樣。

<input type="text"/>
X
Signature (Chairman of the Meeting) 簽署 (會議主席)
Full name in Block Letters : <input type="text"/>
全名以正楷填寫 :
Date : <input type="text"/>
日期 :

## HSBC Global Wallet Pricing Terms (“Pricing Terms”)

1. Any unused payment quota in the selected package will be forfeited and not be rolled over to the next billing month.
2. The package opted for by the Customer will continue until such time the Customer requests for a change in the package.
3. There will be no refund of any portion of the package price paid in the billing month if the HSBC Global Wallet Services is terminated within the same billing month for any reason.
4. For the avoidance of doubt, each package is exclusive to the Customer that has accepted pricing package issued by the Bank. No sharing of package is allowed across different legal entities.
5. The Bank reserves the right to change the package pricing with at least 1 month’s notification to the Customer. The Bank may, at its discretion, revise the Pricing Terms at any time with notice to the Customer.
6. The package covers only outgoing and incoming payments made electronically through the HSBC Global Wallet. Unless otherwise agreed with the Customer, any other transaction from any other account(s) of the Customer, whether electronic, manual or paper payment instruction will be charged based on the Bank’s standard rate set out in the HSBC Commercial Banking Tariffs. Further, the package does not apply to any payments received into any other account(s) of the Customer with the Bank.
7. The package does not include correspondent banking charges incurred for cross border telegraphic transfers made via SWIFT. These will be levied separately, as advised by the correspondent banks, and will be deducted from the HSBC Global Wallet.
8. The Pricing Terms are governed by and shall be construed in accordance with the laws of Hong Kong SAR, and each party submits to the non-exclusive jurisdiction of the Hong Kong SAR courts.
9. The English version of the Pricing Terms shall prevail wherever there is a discrepancy between the English version and the Chinese version.

## 滙豐環球商幣滙定價條款（“定價條款”）

1. 所選計劃中任何未使用的配額將被取消，並且不能累計至下一個賬單月份。
2. 客戶所選擇的計劃將生效直至客戶要求更改計劃為止。
3. 如滙豐環球商幣滙服務因任何原因在結算月份內終止，該結算月份支付的計劃價格的任何部分將不予退還。
4. 為免生疑問，各計劃均為接受由本行出具的收費計劃的客戶所獨有。客戶不得和其他法人實體共享計劃。
5. 本行保留更改價格計劃的權利，並至少提前一個月通知客戶。本行可按其酌情權隨時修訂此定價條款，並通知客戶。
6. 計劃僅涵蓋通過滙豐環球商幣滙以電子方式進行的付款及收款。除非本行與客戶另有約定，否則來自客戶任何其他戶口的任何其他交易，不論是電子、親筆或紙本形式作出的付款指令，均須根據滙豐工商金融服務收費簡介所載的銀行標準費率收取費用。此外，該計劃不適用於客戶在本行的任何其他戶口收到的任何款項。
7. 計劃不包括通過 SWIFT 進行跨境電匯所產生的代理銀行費用。該等費用將根據代理銀行的通知另行徵收，並將從滙豐環球商幣滙中扣除。
8. 定價條款受香港特別行政區法律管轄並據此解釋，各方接受香港特別行政區法院非專屬管轄權。
9. 定價條款的中英文版本如有歧義，概以英文版本為準。

## 1. Governing Documents

- (a) The HSBC Global Wallet Services is governed by the Account Terms together with this Terms and Conditions. This Terms and Conditions prevails if there is any inconsistency between it and the Account Terms.
- (b) Capitalised terms used but not defined in this Terms and Conditions are as defined in the Account Terms.

## 2. HSBC Global Wallet Services

- (a) The Customer may request for a HSBC Global Wallet to be opened. A HSBC Global Wallet will allow the Customer to hold In-Scope Currency which may be used to:
  - i. make and/or receive payments via local clearing, settlement or payment system in an In-Scope Country using the corresponding In-Scope Currency; and/or
  - ii. make and/or receive cross border telegraphic transfer via international clearing, settlement or payment system.
- (b) The Bank will provide the Customer with local addressable information of a HSBC Global Wallet Receiving Account that will enable payors to transfer funds via local clearing, settlement or payment system in the relevant In-Scope Country, where applicable, to the Customer's HSBC Global Wallet. For the avoidance of doubt, local addressing information of a HSBC Global Wallet Receiving Account is provided purely for payment processing and the HSBC Global Wallet Receiving Account does not constitute a Customer account.
- (c) In some instances, where the Customer is receiving payments and the payor has not provided sufficient information and/or due to certain payment system limitations, the Bank may require the Customer to provide additional information before that payment can be processed. If the requested additional information is not received in a timely manner, the Bank is unable to further process that payment and shall return such payment to the relevant payor's bank.

## 3. Electronic Banking Channel and Eligible Account

- (a) The HSBC Global Wallet and HSBC Global Wallet Services (i) are subject to the Customer having an Eligible Account with the Bank; and (ii) can only be accessed via an electronic banking channel acceptable to the Bank, including but not limited to Business Internet Banking and/or HSBCnet.
- (b) Where the Customer access the HSBC Global Wallet via HSBCnet, if the Customer is not the Profile Owner, the Customer confirms that it has authorised or will authorise, as the case may be, the Profile Owner to act through HSBCnet on its behalf pursuant to the E-Channels Letter of Authority or such other similar letter of authority executed or to be executed by the Customer.
- (c) If the Customer's electronic banking channel for accessing HSBC Global Wallet Services is terminated or revoked or if all of the Customer's Eligible Accounts with the Bank are terminated, access to HSBC Global Wallet shall also be terminated or revoked. In such event, the Bank shall be entitled to terminate the HSBC Global Wallet.

## 4. Customer Acknowledgements

The Customer acknowledges that:

- (a) the HSBC Global Wallet does not support the following:
  - i. deposits or withdrawals by cash, cheque or e-Cheque;
  - ii. outward and inward payments through the Real Time Gross Settlement (RTGS) or Faster Payment System (FPS), and other services in connection with FPS;
  - iii. account overdraft;
  - iv. stop payment instructions;
  - v. ATM services, Phone Banking services, Drop & Go Counter services and other branch counter services.
- (b) no interest will accrue on balances held in the HSBC Global Wallet but interest may be charged on all or part of the balances in accordance with the Account Terms;
- (c) any currency conversion the Customer may require to effect (i) transfers between the Customer's Eligible Account and the HSBC Global Wallet; (ii) transfers within the Customer's HSBC Global Wallet; or (iii) payments from the HSBC Global Wallet, will be at the exchange rate accepted via the relevant electronic banking channel; and
- (d) electronic statement for the HSBC Global Wallet will be issued only on the relevant electronic banking channel on a monthly basis.

## 5. Security Interest

The Customer shall not grant any security interest over or transfer or assign its rights in connection with any HSBC Global Wallet.

## 6. Termination of HSBC Global Walle

- (a) In addition to the termination rights set out in the Account Terms, the Bank may terminate the HSBC Global Wallet with immediate effect if (i) the Customer is in breach of the HSBC Global Wallet Terms or (ii) provision of any part of the HSBC Global Wallet Services will result in the Bank being in breach of any Applicable Regulations.
- (b) If for any reason, the HSBC Global Wallet is required to be terminated, the Bank is entitled to convert the balance in the HSBC Global Wallet in accordance with the Account Terms and credit that balance to any account that the Customer maintains with the Bank.

## 7. Compliance with Applicable Regulations

The Bank is authorised to take all necessary actions for the purpose of complying with Applicable Regulations. This may include without limitation suspending any part of the HSBC Global Wallet Services, effecting transfers between the Customer's Eligible Account and the HSBC Global Wallet and effecting transfers within the Customer's HSBC Global Wallet. Actions taken by the Bank as a result thereof shall not constitute a breach of the Bank's agreement with the Customer.

## 8. General

- (a) The Bank may amend this Terms and Conditions by written notice to the Customer. The Customer will be bound by an amendment unless the Bank has received notice from the Customer to terminate HSBC Global Wallet Services with effect before the date on which that amendment takes effect.
- (b) The Bank may at any time assign or transfer any of all of its rights and obligations to any person without the Customer's agreement. The Customer is not permitted to assign or transfer any of its rights or obligations to any person unless with the Bank's prior written agreement.
- (c) This Terms and Conditions shall not confer any rights to any third party under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of this Terms and Conditions.

- (d) This Terms and Conditions are governed by and shall be construed in accordance with the laws of Hong Kong SAR, and each party submits to the non-exclusive jurisdiction of the Hong Kong SAR courts.
- (e) The English version of this Terms and Conditions shall prevail wherever there is a discrepancy between the English version and the Chinese version.

## 9. Definitions

- **Account** means any account which is to be opened or which has been opened by the Customer with the Bank.
- **Account Terms** means the General Terms and Conditions available at <https://www.business.hsbc.com.hk/-/media/library/business-hk/pdfs/en/tnc106.ashx> as may be updated from time to time.
- **Customer** means an entity or person identified as a customer on the HSBC Global Wallet and HSBC Merchant Box Application Form.
- **Eligible Account** means any bank account the Customer maintains with the Bank that is accepted by the Bank for funding HSBC Global Wallet. The account number of the Eligible Account is specified in the HSBC Global Wallet and HSBC Merchant Box Application Form.
- **HSBC Global Wallet Receiving Account** means a virtual account maintained by the Bank with another member of the HSBC Group to facilitate the provision of HSBC Global Wallet Services to the Customer.
- **HSBC Global Wallet** means an Account that is used for the purposes of holding, transferring or receiving funds in accordance with the HSBC Global Wallet Terms.
- **HSBC Global Wallet Terms** means:
  - (a) this Terms and Conditions;
  - (b) the Account Terms; and
  - (c) the HSBC Global Wallet and HSBC Merchant Box Application Form.
- **HSBC Global Wallet Services** means the HSBC Global Wallet and related services made available in accordance with the HSBC Global Wallet Terms.
- **In Scope Country** means each of the countries identified by the Bank to the Customer, for which payment can be made or received via the local clearing, settlement or payment system of that country.
- **In Scope Currency** means each of the currencies identified by the Bank to the Customer which a HSBC Global Wallet may hold.
- **Profile Owner** means the party that the Customer has authorised to act through HSBCnet with respect to the HSBC Global Wallet Services.

## 滙豐環球商幣滙條款及細則

### 1. 管轄文件

- (a) 滙豐環球商幣滙服務受戶口條款以及本條款及細則約束。如本條款及細則與戶口條款有任何不一致，以本條款及細則為準。
- (b) 本條款及細則中使用但未定義的術語與戶口條款中的定義相同。

### 2. 滙豐環球商幣滙服務

- (a) 客戶可以要求開通滙豐環球商幣滙。滙豐環球商幣滙可允許客戶持有範圍內貨幣並可用於：
- 使用相應的範圍內貨幣通過範圍內國家的當地清算、結算或支付系統付款及/或收款；及/或
  - 通過國際清算、結算或支付系統作出及/或接收跨境電匯。
- (b) 本行將向客戶提供滙豐環球商幣滙收款戶口的當地收款資料，使付款人能夠通過相關範圍內國家（如適用）的當地清算、結算或支付系統向客戶的滙豐環球商幣滙轉賬。為免生疑問，滙豐環球商幣滙收款戶口的當地收款資料僅用於處理付款，滙豐環球商幣滙收款戶口不構成客戶戶口。
- (c) 在特定情況下，如果在處理客戶接收款項而付款人未提供足夠資料及/或由於某些支付系統限制，本行可能會要求客戶提供額外資料才能處理該付款。如果本行未能及時收到所需的額外資料，本行將無法進一步處理該付款，並將該付款退還相關付款人的銀行。

### 3. 電子銀行途徑及合資格戶口

- (a) (i) 客戶必須在本行擁有合資格戶口才能使用滙豐環球商幣滙及滙豐環球商幣滙服務；及 (ii) 滙豐環球商幣滙及滙豐環球商幣滙服務只能通過本行接受的電子銀行途徑使用，包括但不限於商務「網上理財」及/或滙豐財資網。
- (b) 如果客戶通過滙豐財資網使用滙豐環球商幣滙，而客戶並非設定檔所有人，則客戶確認其已授權或將授權設定檔所有人（視情況而定）根據客戶簽立的電子渠道授權書或其他類似授權書代表其通過滙豐財資網行事。
- (c) 如果客戶用於使用滙豐環球商幣滙服務的電子銀行途徑被終止或撤銷，或如果客戶在本行的所有合資格戶口被終止，則對滙豐環球商幣滙的使用亦須被終止或撤銷。在此情況下，本行有權終止滙豐環球商幣滙。

### 4. 客戶同意

客戶同意：

- (a) 滙豐環球商幣滙不支援以下內容：
- 以現金、支票或電子支票存款或取款；
  - 通過「即時支付結算系統」（RTGS）或「轉數快」（FPS）以及與「轉數快」相關的其他服務匯出及匯入款項；
  - 戶口透支；
  - 停止支付指示；
  - 自動櫃員機服務、電話銀行服務、「特快專櫃」服務以及其他分行櫃檯服務。
- (b) 滙豐環球商幣滙中的結餘不會產生利息，但本行可能會根據戶口條款對全部或部分結餘收取利息；
- (c) 就 (i) 客戶的合資格戶口與滙豐環球商幣滙之間的轉賬；(ii) 客戶的滙豐環球商幣滙內的轉賬；或 (iii) 由滙豐環球商幣滙作出的付款，如涉及任何貨幣轉換，會以相關電子銀行途徑接受的匯率作出轉換；及
- (d) 滙豐環球商幣滙的電子月結單只會每月在相關電子銀行途徑發出。

### 5. 抵押權益

客戶不得就任何滙豐環球商幣滙授予任何抵押權益或轉讓或讓與其權利。

### 6. 終止滙豐環球商幣滙

- (a) 除戶口條款中所載的終止權利，本行可在下列情況下即時終止滙豐環球商幣滙：(i) 客戶違反滙豐環球商幣滙條款或 (ii) 提供滙豐環球商幣滙服務任何部分將導致本行違反任何適用法規。

- (b) 如果出於任何原因，滙豐環球商幣滙需要被終止，本行有權將滙豐環球商幣滙內的結餘根據戶口條款將該結餘轉換及存入客戶在本行開立的任何戶口。

## 7. 遵守適用法規

本行獲授權採取一切必要行動以遵守適用法規，包括但不限於暫停滙豐環球商幣滙服務的任何部分、在客戶的合資格戶口與滙豐環球商幣滙之間進行的轉賬，以及在客戶的滙豐環球商幣滙內進行的轉賬。本行因此而採取的行動不構成違反本行與客戶之間的協議。

## 8. 一般規定

- (a) 本行可以書面形式通知客戶本條款及細則的修改。除非本行收到客戶通知在該修訂生效日前起終止滙豐環球商幣滙服務，否則客戶須受修訂條款約束。
- (b) 本行可隨時將其任何權利及義務轉讓或讓與任何人而無需取得客戶同意。除非獲得本行事先書面同意，否則客戶不得將其任何權利或義務轉讓或讓與任何人。
- (c) 本條款及細則並不授予任何第三方在《合約（第三者權利）條例》（香港法例第623章）下的任何權利以執行本條款及細則。
- (d) 本條款及細則受香港特別行政區法律管轄並據此解釋，各方均接受香港特別行政區法院非專屬管轄權。
- (e) 本條款及細則的中英文版本如有歧義，概以英文版本為準。

## 9. 定義

- 戶口指客戶在本行開立或已開立的任何戶口。
- 戶口條款指<https://www.business.hsbc.com.hk/-/media/library/business-hk/pdfs/en/tnc106.ashx>上不時更新的一般條款及細則。
- 客戶指在滙豐環球商幣滙及滙豐電商易申請表格上被確認為客戶的實體或個人。
- 合資格戶口指客戶在本行開立且被本行接納為用於為滙豐環球商幣滙提供資金的任何銀行戶口。合資格戶口的戶口號碼列明於滙豐環球商幣滙及滙豐電商易申請表格中。
- 滙豐環球商幣滙收款戶口指本行在滙豐集團其他成員開立的虛擬戶口，以便向客戶提供滙豐環球商幣滙服務。
- 滙豐環球商幣滙指用於按照滙豐環球商幣滙條款持有、轉移或接收資金的戶口。
- 滙豐環球商幣滙條款指：
  - (a) 本條款及細則；
  - (b) 戶口條款；及
  - (c) 滙豐環球商幣滙及滙豐電商易申請表格。
- 滙豐環球商幣滙服務指根據滙豐環球商幣滙條款提供的滙豐環球商幣滙及相關服務。
- 範圍內國家指由本行向客戶指明，可以通過該國家的當地清算、結算或支付系統進行或接收款項的每個國家。
- 範圍內貨幣指由本行向客戶指明，可以在滙豐環球商幣滙中持有的每種貨幣。
- 設定檔所有人指已獲得客戶授權通過滙豐財資網就滙豐環球商幣滙服務行事的一方。



Last updated: [30 September 2022]

## 1. TERMS AND ACCEPTANCE

- 1.1 These terms of service ("Terms") state the terms that govern use of the website known as HSBC Merchant Box and available at <https://merchantbox.business.hsbc.com.hk/> or, in some instances, through a HSBC customer's online banking account, as well as communications and other services that are offered subject to these Terms ("Merchant Box"). Merchant Box is offered and provided by The Hongkong and Shanghai Banking Corporation Limited, a company registered in Hong Kong at 1 Queen's Road Central, Hong Kong, or any current or future company related to this entity ("HSBC", "we", "us" or "our"). These Terms constitute the agreement between HSBC and the person (who may be a natural person, company or other legal entity) that registers for the right to access and use, and any person who accesses and/or uses, Merchant Box ("Customer", "you" or "your").
- 1.2 You must carefully read these Terms, as they constitute an agreement between HSBC and you and affect your legal rights and obligations. Each time you access and/or use Merchant Box, you agree to be bound by and comply with the Terms. Do not use Merchant Box if you do not agree to all of these Terms.
- 1.3 These Terms may be amended or modified at any time by posting the updated Terms at <https://merchantbox.business.hsbc.com.hk/termsandservice>. Any continued use by a Customer after the posting of such amended or modified Terms shall be deemed to indicate the Customer's irrevocable agreement to such amended or modified Terms. Accordingly, if at any time you do not agree to be subject to any amended or modified Terms, you must cease to use Merchant Box.

## 2. MERCHANT BOX

- 2.1 Merchant Box provides businesses with a centralized hub comprising a series of HSBC-provided products and services to automate the ecommerce workflow and improve operational efficiency. Merchant Box enables customers to access such products and services through their HSBC customer accounts and ensures access to both banking and non-banking functionalities with ease and convenience.
- 2.2 These Terms are in addition to and supplemental to, but do not replace, any other terms and conditions applicable to you or HSBC products or services. You are advised to re-read such terms and conditions in conjunction with these Terms before using or continuing to use Merchant Box. For the avoidance of doubt, each product and service accessible through Merchant Box is subject to its respective terms and conditions and will not be covered in these Terms. You acknowledge and agree that your use of such products and services will be subject to the terms and conditions that apply to such products and services.
- 2.3 Merchant Box will enable a customer's access only to those products and services that the customer has separately subscribed to, and your access to Merchant Box does not imply that you will have access to any other products and services, even if the links, tokens or logos of any products and services may be visible on Merchant Box site you access.
- 2.4 Please note that use of Merchant Box is subject to the Privacy and Security Policy located at <https://www.business.hsbc.com.hk/en-gb/regulations/privacy-and-security> and the Hyperlink Policy located at <https://www.business.hsbc.com.hk/en-gb/regulations/hyperlink-policy>.

THE INFORMATION CONTAINED, DISPLAYED OR OTHERWISE MADE AVAILABLE VIA MERCHANT BOX IS NOT INTENDED TO PROVIDE PROFESSIONAL ADVICE.

## 3. SET UP AND USE

- 3.1 The set-up by a Customer to access and use Merchant Box must be performed by:
  - (a) if the Customer is an individual, the Customer personally, or by a person authorised to enter into these Terms on the Customer's behalf (such as an employee of the Customer, or the Customer's accountant or other professional service provider acting for the Customer), in which case, that person warrants to HSBC that they have and hold all authority necessary to enter into these Terms on behalf of the Customer and that they comply with the Additional Eligibility Requirements; or
  - (b) if the Customer is a company or other legal entity, a person authorised to enter into these Terms on the Company's behalf (such as a company director or secretary, a duly authorised employee, or a duly authorised third party service provider), in which case, that person warrants to HSBC that they have and hold all authority necessary to enter into these Terms on behalf of the Customer and that they comply with the Additional Eligibility Requirements.
- 3.2 As an express condition of being permitted to use Merchant Box, the Customer represents and warrants that the Customer (1) has the legal capacity (including being of sufficient age) to enter into contracts under applicable laws, (2) is not on a list of persons barred from receiving services under applicable laws (including the Denied Persons List and the Entity List issued by the U.S. Department of Commerce, Bureau of Industry and Security), and (3) is not a resident of a country that is the subject of applicable export control or economic sanctions programs administered by the United Nations, European Union, or Hong Kong (as such lists may be amended from time to time) (collectively, the "Additional Eligibility Requirements").
- 3.3 Your access to use Merchant Box is provided through a log-in method approved and made available by HSBC (which may include logging in through your other linked HSBC Business Internet Banking account). Following successful log-in, you will be provided with a tab on your existing HSBC Business Internet Banking account from which you will be able to access Merchant Box. You agree to keep your account information up-to-date. If you fail to keep your account information up-to-date, HSBC may suspend or terminate your access to Merchant Box.
- 3.4 A Customer must not sell, rent, lease, share or provide access to Merchant Box to anyone else except as expressly permitted in these Terms. HSBC reserves all available legal rights and remedies to prevent unauthorised use of its services, including preventing the use of your access to Merchant Box by multiple persons.

## 4. LICENSE TO USE MERCHANT BOX

- 4.1 The Customer acknowledges that all title, ownership and intellectual property rights (including copyright, trademarks and patents) in respect of Merchant Box are owned by HSBC or its licensees. The Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying Merchant Box.  
Without limiting the generality of the foregoing:
  - (a) The data, information and materials (including HTML, images, text, audio, video, white papers, press releases, data sheets, product descriptions, software and FAQs and other content) available on Merchant Box, including HSBC APIs (collectively, "HSBC Content"), are the copyrighted works of HSBC, and HSBC expressly retains all right, title and interest in and to the HSBC Content, including all intellectual property rights therein and thereto. Use of HSBC Content except as expressly permitted in these Terms may violate applicable intellectual property and other laws;
  - (b) The Customer acknowledges and agrees that the Customer has no ownership interest in Merchant Box or any HSBC Content. All trademarks, service marks and logos included on Merchant Box ("Marks") are the property of HSBC or third parties, and the Customer may not use such Marks without the express, prior written consent of HSBC or the applicable third party; and

- (c) HSBC may restrict, modify, or limit access to and use of certain HSBC Content or any or all of Merchant Box depending on the place in which the Customer is located.
- 4.2 Subject to the Customer's compliance with these Terms, HSBC grants to the Customer a personal, limited, revocable, non-transferable, non-sublicensable and non-exclusive licence to access and use, for the duration of the period for which the Customer holds an account giving it access to Merchant Box: (a) Merchant Box in accordance with these Terms strictly for the Customer's internal business purposes; and (b) the HSBC Content by displaying the HSBC Content on the Customer's device, or downloading and printing the HSBC Content, on the condition that: (1) such activity is solely for the Customer's internal business purposes; (2) the Customer does not modify, exploit or prepare derivative works using HSBC Content; (3) the Customer does not obscure, alter or remove any copyright or other proprietary notice set forth on Merchant Box or HSBC Content; (4) the Customer does not otherwise reproduce, re-distribute or publicly display any of the HSBC Content (whether for commercial or non-commercial purposes); and (5) the Customer does not copy any HSBC Content to any other media or other storage format. All other rights are reserved to HSBC.
- 4.3 The Customer acknowledges that Merchant Box is supplied on a software-as-a-service basis, and nothing in these Terms grants you any right to receive a copy of any of the software comprising Merchant Box, or to deal with Merchant Box in any way, except and only to the extent implied by the means of access to Merchant Box provided by HSBC.
- 4.4 Other than as explicitly stated in this Clause 4, these Terms do not grant to the Customer any right to distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of Merchant Box or any rights granted by these Terms to any other person.
- 4.5 HSBC reserves the right, but does not undertake the obligation, to monitor access to and use of Merchant Box and HSBC Content (including for the purpose of complying with applicable law, regulations, the directions by courts and regulatory authorities), and to investigate and take appropriate legal action against any party that uses, or is suspected of using, Merchant Box or HSBC Content in violation of these Terms or applicable law. HSBC reserves the right to accept, reject or modify any HSBC Content, but assumes no liability based on its acceptance, rejection, modification or failure to modify any HSBC Content.
- 4.6 As a condition to the Customer's right to use Merchant Box, the Customer agrees to respect the intellectual property rights of others. The Customer acknowledges that HSBC may terminate the Customer's access to Merchant Box if the Customer infringes the rights of any third party.
- 4.7 The Customer agrees not to use Merchant Box for:
- (a) impersonating another person or misrepresenting any affiliation with any person or entity;
  - (b) engaging in or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation;
  - (c) transmitting or transferring (by any means) information or software derived from Merchant Box or HSBC Content to foreign countries or certain foreign nations in violation of US or other applicable export control laws;
  - (d) copying, reproducing, distributing, displaying, mirroring, framing or using HSBC Content or Merchant Box (or any of HSBC's other materials, intellectual property, or proprietary information) in a way that is not expressly authorised in these Terms;
  - (e) selling, renting, leasing, licensing, distributing, or otherwise transferring Merchant Box or any HSBC Content;
  - (f) behaving in a manner which is detrimental to the enjoyment of Merchant Box by other users as intended by HSBC, in HSBC's sole judgment, including harassment, use of abusive or offensive language, spamming, social engineering, or scamming;
  - (g) collecting or storing any information that could be used to identify an individual, either itself or combined with other information, from Merchant Box from other users of Merchant Box without their express permission;
  - (h) using Merchant Box in any way that could adversely affect or reflect negatively on HSBC or Merchant Box or discourage any person from using all or any portion of the features of Merchant Box; or
  - (i) encouraging or enabling anyone else to do any of the foregoing.
- 4.8 The Customer agrees not to violate or attempt to violate the security of Merchant Box or HSBC's system or network security, including the following:
- (a) accessing data not intended for users of Merchant Box, or gaining unauthorised access to an account, server or any other computer system;
  - (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
  - (c) using, or providing, any unauthorised third party programs that intercept, emulate, or redirect any communication between Merchant Box and HSBC or that collect information about Merchant Box;
  - (d) using, or providing ancillary offerings to anyone, that are not offered within Merchant Box, such as hosting, mirroring HSBC servers, communication redirects, hacks, and automation programs that interact with Merchant Box in any way, tunnelling, third party program add-ons, and any interference with Merchant Box;
  - (e) attempting to interfere with the function of Merchant Box, host or network, including via means of submitting a virus to Merchant Box, overloading, "flooding", "mailbombing", "crashing", or sending unsolicited e-mail, including promotions and/or advertising of products or services;
  - (f) forging any TCP/IP packet header or any part of the header information in any e-mail or communication message;
  - (g) transmitting, importing, uploading, or incorporating any financial or medical information of any nature, or any sensitive personal information (e.g., government-issued identification numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers, credit card numbers, passwords and security credentials); or
  - (h) removing, disabling, circumventing, or modifying any technological measure we implement to protect HSBC or Customers, or any of our associated intellectual property.

Violations of Merchant Box or HSBC's system or network security may result in civil or criminal liability.

4.9 The Customer agrees not to, directly or indirectly:

- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of Merchant Box or any software, documentation or data related to or provided with Merchant Box ("Proprietary Materials");
- (b) modify, translate, or create derivative works based on Merchant Box or Proprietary Materials, copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to Merchant Box or Proprietary Materials;
- (c) use or access Merchant Box to build or support, and/or assist a third party in building or supporting, products or services competitive to HSBC;
- (d) remove any proprietary notices or labels from Merchant Box or Proprietary Materials; or
- (e) otherwise use Merchant Box or Proprietary Materials outside of the scope of the rights expressly granted herein.

The Customer agrees to use Merchant Box and Proprietary Materials only for its own internal business operations, and not to transfer, distribute, sell, republish, resell, lease, sublease, license, sublicense or assign Merchant Box or use Merchant Box for any other purposes.

4.10 This Clause 4.10 shall apply if and to the extent Merchant Box includes functionality that permits users to post or share content, images, audio files, text, sample code or other materials or works in a manner that is intended to be viewed by any other users, HSBC or other third parties ("Posts"). The Customer hereby grants to HSBC a perpetual, irrevocable, transferable, royalty-free, worldwide, non-exclusive right and license, including the right to grant sublicenses to third parties, to use, reproduce, publicly display, publicly perform, prepare derivative works from and distribute the Customer's Posts, without any further consent, notice and/or compensation to Customer or others, for any purpose in connection with Merchant Box. In addition, the Customer hereby irrevocably represents and warrants to HSBC that (a) the Customer has all necessary power, authority, right, title and licenses to grant to HSBC the foregoing right and license; (b) the posting, submission and display by the Customer of the Customer's Posts on Merchant Box, and the exercise by HSBC of the foregoing license does not and will not (1) violate any applicable law or government regulation or engage in conduct that would give rise to civil liability; (2) infringe any right of publicity or invade the privacy of others, or any intellectual property right of any third party; and (c) none of the Customer's Posts: (1) will constitute obscene, pornographic, indecent, profane or otherwise objectionable material; (2) are discriminatory, hateful or bigoted toward, or abusive of, any group or individual; (3) are fraudulent, false, misleading or deceptive, including "trolling"; (4) is violent, bullying, or threatening or promotes violence, terrorism, or actions that are threatening to any person or entity; or (5) are libellous or defamatory.

## 5. ACCURATE INFORMATION

- 5.1 The Customer must provide HSBC with accurate information about the Customer when setting up its account to use Merchant Box and agrees to update such information in order to ensure that it remains current.
- 5.2 If HSBC determines, in its sole discretion, that a Customer has failed to comply with the conditions of this Clause 5, HSBC may terminate the Customer's license to use and access Merchant Box.
- 5.3 HSBC will co-operate with relevant authorities in the investigation of any illegal, or suspected illegal, activity associated with any person's use of Merchant Box.

## 6. NO RELIANCE

- 6.1 The Customer acknowledges that although HSBC will use commercially reasonable endeavours to keep the data displayed on Merchant Box up-to-date (to the extent the updating of such data is not temporarily suspended/interrupted by data transmission issues), HSBC does not warrant that such content will be complete, accurate, uninterrupted or error free.
- 6.2 The Customer acknowledges and agrees that:
- (a) the Customer is solely liable and responsible for its business and other activities, and its performance and compliance with relevant laws;
  - (b) Merchant Box is prepared on a general basis and may not be appropriate or complete for the Customer's specific circumstances or requirements;
  - (c) Merchant Box is designed to assist the Customer in the conduct of its business activities, however Merchant Box is not designed nor intended to guarantee compliance with legal, regulatory or policy compliance obligations; and
  - (d) Merchant Box has not been designed or customised to account for Customer's business, including any specific business activities, geographic location, relevant laws or regulations, or industry guidelines applicable in a relevant trading jurisdiction.

## 7. CUSTOMER DATA AND ANONYMOUS DATA

- 7.1 The Customer acknowledges that in order for the Customer to enjoy the benefit of Merchant Box, Merchant Box will collect, process and store data about the business operations of the Customer, which may include personal data (i.e. any data (a) relating directly or indirectly to a living individual; (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and (c) in a form in which access to or processing of the data is practicable). This data is known as "Customer Data", and may be collected from a range of sources, including by the:
- (a) manual entry of such data into Merchant Box by the Customer; and
  - (b) automatic extraction of data from APIs.
- 7.2 To the extent any intellectual property rights are vested in any Customer Data, the Customer grants to HSBC a perpetual, irrevocable, royalty free, sublicensable, transferable license to use, reproduce, modify and adapt the Customer Data for the purpose of: (a) supplying Merchant Box to the Customer; (b) ensuring the integrity and security of Merchant Box and APIs; (c) improving the delivery of Merchant Box and APIs; and (d) developing new products or services relating to Merchant Box or APIs (which may or may not be made available on Merchant Box).
- 7.3 In addition to the licence granted by Clause 7.2, the Customer agrees that HSBC may create new data from Customer Data by modifying Customer Data in such a way that no Customer may be identified or reasonably identifiable from such resultant data ("Anonymous Data"). HSBC may then manipulate, process, deal, reproduce, distribute and permanently retain such Anonymous Data for any purpose permitted by law without further notice to the Customer. For clarity, the purposes Anonymous Data may be used for statistical analysis, aggregation with other data, supply to third parties (including in exchange for payment or other commercial benefit to HSBC), benchmarking, publication, and for the display through widgets to any user of Merchant Box (including users unrelated to the Customer).
- 7.4 HSBC welcomes feedback, comments and suggestions for improvements to Merchant Box ("Feedback"). The Customer hereby grants to HSBC a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license, under any and all intellectual property rights that the Customer owns or controls to use copy, modify, create derivative works based upon, distribute copies of and otherwise exploit the Feedback for any purpose and in any country. If the Customer has rights in the Feedback that cannot be licensed to HSBC under applicable law (such as moral and other personal rights), the Customer hereby waives and agrees not to assert those rights. The Customer understands and agrees that the Customer is freely giving Feedback, that HSBC does not have to use it, and that the Customer will not be compensated in any way for Feedback. The Customer represents and warrants that the Customer has rights in Feedback that is provided sufficient to grant HSBC and other affected parties the rights described above, including intellectual property rights or rights of publicity or privacy.

IF YOU ARE A THIRD PARTY THAT BELIEVES INTELLECTUAL PROPERTY HAS BEEN MADE AVAILABLE ON MERCHANT BOX WITHOUT YOUR PERMISSION, PLEASE CONTACT US AT [merchantbox@hsbc.com.hk](mailto:merchantbox@hsbc.com.hk).

## 8. DATA PRIVACY

- 8.1 Your personal data will be processed in accordance with our Privacy and Security Policy available at <https://www.business.hsbc.com.hk/en-gb/regulations/privacy-and-security>. By using Merchant Box, you agree to such processing.

## 9. USAGE RESTRICTIONS AND AVAILABILITY

- 9.1 The Customer acknowledges that:
- (a) the internet is a public communications network that cannot be controlled by HSBC or any Third Party Provider, and interruptions or disruptions to the operation of any part of the internet may cause the supply of Merchant Box to be delayed or not to be delivered;
  - (b) access and use of Merchant Box may be interrupted at any time for any reason and without notice;

- (c) while HSBC will attempt to provide reasonable notice of any planned maintenance or other event that is expected to disrupt or interrupt Merchant Box, HSBC is not required to provide such notice;
- (d) HSBC will have no liability for any delay, failure or error in any part of Merchant Box; and
- (e) they use Merchant Box at their own risk, and HSBC will have no liability to them arising from any loss or damage caused by any reliance upon Merchant Box.

9.2 HSBC may modify, suspend, discontinue, substitute, replace, or limit access to any aspect of Merchant Box at any time. Subject to applicable law, the Customer acknowledges that any data related to use of Merchant Box may cease to be available to the Customer at any time without notice from HSBC. The Customer agrees that HSBC does not have any maintenance or support obligations with respect to Merchant Box.

## 10. MARKETING AND ANALYTICS

10.1 If HSBC intends to use any Customer information (including name and contact details) collected from the Customer for direct marketing purposes (e.g. to send marketing communications about news, offers or promotions in relation to Merchant Box or HSBC), HSBC will first obtain the Customer's consent (or an indication of no objection) before doing so. If HSBC intends to provide Customer information (including name and contact details) collected from the Customer to third parties for their use in direct marketing, HSBC will first obtain the Customer's consent (or an indication of no objection) before doing so. If the Customer agrees to receive marketing communications but does not wish to receive them in the future, the Customer may opt out of receiving them at any time, free of charge, by the following applicable means: (a) following the unsubscribe instructions or hyperlink in the email; or (b) notifying HSBC by using the contact details in these Terms that the Customer no longer wishes to receive marketing communications. HSBC may issue service-related announcements to the Customer when necessary (e.g. when HSBC suspends a service due to system maintenance). The Customer may not be able to opt out of these announcements which are service-related and not promotional in nature.

10.2 For information on our usage of cookies, please click here to see HSBC's Privacy and Security Policy.

## 11. TERMINATION

11.1 HSBC may terminate access to, or the availability of, Merchant Box, or any part of Merchant Box (including access to any HSBC Content), at any time without liability. Upon doing so, HSBC may permanently disable the Customer's access to Merchant Box. HSBC will use commercially reasonable endeavours to provide the Customer with reasonable notice of the termination of Merchant Box or access to any HSBC Content (which notice may be provided by any means, including by means of Merchant Box). The Customer may terminate these Terms by requesting HSBC to remove the Customer's access to Merchant Box. Upon any termination of these Terms, the rights granted to the Customer will automatically terminate, the Customer may no longer exercise any of those rights or these Terms but such termination will not prevent HSBC or its affiliates from bringing any action against the Customer for any cause of action which may be accrued prior to the effective date of such termination. Subject to applicable law, HSBC may, in its sole discretion, provide continued access to and use of Merchant Box prior to such termination. The following provisions will survive termination of these Terms: Clauses 4, 7, 8, 11 and 13 to 17.

## 12. SUSPENSION

12.1 HSBC may temporarily suspend access by the Customer to Merchant Box if HSBC reasonably determines that:

- (a) there has been a breach of any of these Terms; or
- (b) there is a threat or attack on Merchant Box or other event that may create a risk to the proper operation of Merchant Box, any API, or any customer of Merchant Box.

12.2 HSBC will make reasonable efforts to provide information to the Customer about (a) the reasons for any suspension, and (b) updates regarding resumption of access to Merchant Box following any suspension.

12.3 HSBC is not liable for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that a Customer may incur as a result of any suspension of Merchant Box.

## 13. LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1 Other than warranties, conditions, rights or guarantees implied by relevant legislation, the exclusion of which from an agreement would contravene a statute or cause part or all of this agreement to be void ("Non-Excludable Rights"), HSBC disclaims all representations, warranties and conditions of any kind, whether express, implied or written, oral, contractual or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranties arising out of course of dealing or usage of trade. The Customer agrees that HSBC provides Merchant Box and HSBC Content on an "as is" and "as available" basis, and HSBC does not warrant that Merchant Box or HSBC Content are complete, suitable for the Customer's purpose or accurate and does not warrant uninterrupted use or error-free operation of Merchant Box or HSBC Content. HSBC makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of Merchant Box or its components.

13.2 Except for liability in relation to breach of any Non-Excludable Rights and liability referred to in Clause 13.3, to the maximum extent permitted by applicable law, HSBC will not be liable in any way for any loss arising out of or in connection with these Terms or Merchant Box, or the delay or inability to use or lack of functionality of Merchant Box, even in the event of our fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise, and even if we have been advised of the possibility of such damages.

13.3 For liability in relation to breach of any Non-Excludable Rights, to the extent permitted by applicable law, HSBC's liability is limited, at its option, to the cost of repairing or replacing any defective goods, or supplying again or paying the cost of having supplied again any defective services.

13.4 In no event will HSBC, its affiliates or its suppliers (or any of their respective employees, officers, representatives or agents) be liable to the Customer for any:

- (a) special or incidental damage;
- (b) indirect or consequential loss;
- (c) punitive damages or any other pecuniary loss;
- (d) loss of profits, revenue, savings or privacy;
- (e) corruption of loss of data, or confidential or other information, including failures to transmit or receive data;
- (f) business interruption; or
- (g) personal injury;

in each case howsoever arising, whether out of or in any way related to the use of or inability to use Merchant Box or any API, or otherwise in connection with any provision of these Terms, even if HSBC has been advised of the possibility of such damages.

13.5 The Customer agrees to indemnify, defend and hold HSBC, its affiliates and HSBC's and its affiliates' respective directors, officers, employees and agents harmless from and against all loss, costs, damages, liabilities and expenses (including reasonable attorneys' fees)

arising out of or related to: (a) any third party claim result from a breach by the Customer of any of its covenants, representations or warranties in these Terms; (b) any claims relating to provision of legal, financial or other professional advice in connection with the use of Merchant Box; or (c) the Customer's access to or use of Merchant Box or HSBC Content (including provision of inaccurate and/or untrue information whether upon registration or in connection with use of Merchant Box and including any misrepresentation of an individual's authority to register on behalf of the Customer). The Customer agrees to reimburse HSBC for any payments made or loss suffered by HSBC, whether in a court judgment or settlement, based on any matter covered by Clause 13.

13.6 The Customer has sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. HSBC makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with Merchant Box.

13.7 The exclusions in this Clause 13 apply even if any remedy fails to provide adequate compensation.

#### 14. NOTICES FROM / TO HSBC

14.1 HSBC may make, and the Customer agrees to receive, notices relating to Merchant Box from time to time. HSBC will make commercially reasonable efforts to deliver such notices by email, by posting on the HSBC website or by means of Merchant Box. The continued use of Merchant Box after any such changes have been notified in accordance with this Clause 14 constitutes agreement to the updated Terms.

14.2 If you have any comments, questions or complaints, or wish to provide a notice under these Terms, you can contact HSBC at: merchantbox@hsbc.com.hk.

#### 15. ASSIGNMENT

15.1 The Customer may not assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of HSBC. Any attempt by the Customer to assign or transfer these Terms, without such consent, will be null and void.

15.2 Without notice to the Customer, HSBC may transfer or assign these Terms in their entirety to any party. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

#### 16. MISCELLANEOUS

16.1 These Terms are the entire agreement between the parties relating to Merchant Box and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to Merchant Box, any API, or any other subject matter covered by these Terms.

16.2 These Terms describe certain legal rights. The Customer may have other rights under the laws of the Customer's jurisdiction. Any part or all of any clause of these Terms that is illegal or unenforceable must be severed from these Terms and will not affect the continued operation of the remaining provisions of this agreement. Limitations and exclusions of warranties and remedies in these Terms may not apply to the Customer because the Customer's jurisdiction may not allow them in the Customer's particular circumstance. In the event that certain provisions of these Terms are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions will be enforced only to the furthest extent possible under applicable law and the remaining terms of these Terms will remain in full force and effect.

16.3 The Customer and the Customer's actions or inactions will not create any other rights under these Terms except as what is explicitly written within these Terms. HSBC's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. Waiver of any power or right under these Terms must be in writing signed by an authorised representative of the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

16.4 The original language of these Terms is in English; any translations are provided for reference purposes only.

16.5 A person who is not a party to these Terms will have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of its terms.

16.6 Nothing in, and no action taken under, these Terms creates a relationship of principal and agent between you and HSBC, or otherwise authorises you to bind HSBC.

16.7 The Customer represents and confirm that neither: (i) the Customer, (ii) any of the Customer's affiliates (if applicable), nor (iii) any of the Customer's directors, officers, employees, agents or affiliates or that of any of the Customer's subsidiaries (if applicable), is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (a) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities (collectively, "Sanctions"); or (b) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that are in place from time to time. The Customer agrees that it will not, directly or indirectly, use Merchant Box: (a) to engage in any activities or business of or with any Person, or in any country or territory, that, at the time of such use of Merchant Box, is, or whose government is, the subject of Sanctions; or (b) in any other manner that would result in a violation of Sanctions by any Person.

16.8 The interpretation and construction of these Terms will be subject to the following rules, except where the context makes it clear that a rule is not intended to apply:

(a) reference to:

- (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document or agreement (including these Terms), or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated from time to time;
- (iii) a party to these Terms or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (iv) a Clause is to the relevant clause of these Terms; and
- (v) a person or entity includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(b) a singular word includes the plural, and vice versa;

(c) general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms;

(d) the word "subsidiary" has the meaning set out in section 15 of the Companies Ordinance (Cap. 622 of the laws of Hong Kong); and

(e) the headings in these Terms are for reference purposes only and will not affect the interpretation or construction of these Terms; and

(f) where HSBC has any obligation under these Terms, performance of that obligations (in whole or in part) by any member of HSBC

(including any of its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches) will be deemed (to the same extent) to be performance by HSBC.

## 17. GOVERNING LAW AND FORUM FOR DISPUTES

- 17.1 These Terms, and any non-contractual obligations arising from it or in relation to it, are governed by and construed in accordance with the laws of Hong Kong.
- 17.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong, and any dispute resolution procedure or legal proceedings in connection with these Terms or Merchant Box must be conducted in Hong Kong. Notwithstanding anything to the contrary in these Terms, either party may always apply to a court of competent jurisdiction for an injunction or any other legal or equitable relief.

## 滙豐電商易服務條款

最後更新日期：[2022年9月30日]

### 1. 條款及接受

- 1.1 本服務條款（“條款”）載明瞭規範為滙豐電商易（HSBC Merchant Box）的網站（可訪問<https://merchantbox.business.hsbc.com.hk/>，或者在某些情況下，通過滙豐客戶的網絡銀行賬戶獲取）的使用以及根據此等條款提供的通訊和其他服務（“電商易”）的條款。電商易由香港上海滙豐銀行有限公司（The Hong Kong and Shanghai Corporation Limited）（一家在香港註冊的公司，地址位於香港中環皇后大道中一號）或與該實體有關的任何當前或未來公司（“滙豐”或“我們”）提供。本條款構成了滙豐與註冊以取得訪問和使用電商易權利的人士（可以是自然人、公司或其他法律實體），以及任何訪問和/或使用電商易的人士（“客戶”或“閣下”）之間的協議。
- 1.2 閣下必須仔細閱讀本條款，本條款構成滙豐與閣下之間的協議並影響閣下的法定權利和義務。每次訪問和/或使用電商易，表示閣下接受條款的約束並遵守條款。如閣下不能全盤接受本條款，請勿使用電商易。
- 1.3 本條款可隨時通過在<https://merchantbox.business.hsbc.com.hk/termsandservice>發布更新條款的方式予以修訂或變更。發布任何該等修訂或變更的條款後，客戶如仍繼續使用，則被視為表示客戶不可撤銷地同意該等修訂或變更的條款。因此，如閣下任何時候不願受任何該等修訂或變更條款的約束，閣下必須停止使用電商易。

### 2. 電商易

- 2.1 電商易為企業提供了一系列滙豐產品及服務的集中樞，以自動化處理電子商務工作流程並改善經營效率。電商易使客戶能夠通過其滙豐客戶賬戶取得該等產品和服務並確保客戶輕鬆便捷的使用銀行和非銀行功能。
- 2.2 本條款在任何適用於閣下或滙豐產品或服務的其他條款及細則之外，並作為其補充，且不取代此等條款及細則。建議閣下在使用或繼續使用電商易之前，連同本條款一并重新閱讀該等其他條款及細則。為免疑義，可通過電商易取得的各項產品及服務受其各自的條款及細則的約束，且不受本條款制約。閣下承認並同意，閣下對該等產品及服務的使用受適用於該等產品及服務的條款及細則的約束。
- 2.3 電商易將使客戶僅能獲取其單獨訂制的產品和服務，而且閣下使用電商易並不表示閣下將獲取任何其他產品及服務，即使在閣下訪問的電商易站點可以看見任何產品及服務的鏈接、令牌或標志。
- 2.4 請注意，使用電商易受如下地址的《隱私及安全政策》：<https://www.business.hsbc.com.hk/en-gb/regulations/privacy-and-security>；以及如下地址的《超級鏈接政策》：<https://www.business.hsbc.com.hk/en-gb/regulations/hyperlink-policy>的制約。

電商易載有、顯示或另行提供的資料，並非意在提供專業意見。

### 3. 設置及使用

- 3.1 為訪問及使用電商易而進行的客戶設置必須按以下方式進行：
  - (a) 如客戶為個人，則由客戶親自設置；或者由獲授權代表客戶訂立本條款的人士（比如客戶的僱員或者客戶的會計或代表客戶行事的其他專業服務提供者）設置，在此情形下，該人士向滙豐保證其具備並持有代表客戶訂立本條款的一切必要授權，並且其符合額外適格要求；或者
  - (b) 如果客戶是一家公司或其他法律實體，則由獲授權代表客戶訂立本條款的人士（比如公司董事或秘書、獲正式授權的僱員，或者獲正式授權的第三方服務提供商），在此情形下，該人士向滙豐保證其具備並持有代表客戶訂立本條款的一切必要授權，並且其符合額外適格要求。
- 3.2 作為獲准使用電商易的明示條件，客戶陳述並保證，客戶(1) 具備根據適用法律簽訂合約的法律能力（包括年滿特定年齡），(2) 不在根據適用法律禁止獲取服務的人員名單上（包括美國商務部工業與安全局發布的禁止人員名單和實體名單），並且(3) 並非由聯合國、歐盟或香港實施的適用出口管制或經濟制裁的對象國（該等對象國名單經不時修訂）的居民（上述陳述及保證，統稱為“額外適格要求”）。
- 3.3 閣下可通過滙豐批准並提供的登錄方式（包括通過閣下的其他鏈接滙豐商業互聯網銀行賬戶登錄），訪問並使用電商易。成功登錄後，閣下將在閣下現有的滙豐商業互聯網銀行賬戶中獲得一個標籤，通過該標籤閣下能夠訪問電商易。閣下同意保持閣下的賬戶資料最新。如未能保持賬戶資料最新，滙豐可暫停或終止閣下訪問電商易。
- 3.4 除非本條款明確允許，否則客戶不得向任何他人出售、租用、出租、共享或提供電商易的訪問權。滙豐保留一切可取得的合法權利和救濟，以阻止未經授權使用其服務，包括阻止多人使用閣下的客戶箱訪問權。

### 4. 使用電商易的授權許可

- 4.1 客戶承認，有關電商易的一切權利、所有權和知識產權（包括著作權、商標和專利）均為滙豐或其許可使用方擁有。客戶同意不得移除、變更或掩蓋電商易中包含的或隨附的任何著作權、商標、服務標記或其他專有權利通知。

不限制上述內容的一般性：

  - (a) 電商易上的數據、訊息和資料（包括HTML、圖像、文本、音頻、視頻、白皮書、新聞稿、數據表、產品說明、軟件和常見問題及其他內容），包括滙豐的API（統稱為“滙豐內容”），都是滙豐的版權作品，滙豐明確保留對滙豐內容的一切權利、所有權和利益，包括其一切知識產權及相關權利。除本條款明確允許的情況外，使用滙豐內容可能違反適用的知識產權和其他法律；
  - (b) 客戶承認並同意，客戶並無電商易或任何滙豐內容的所有權權益。電商易所含一切商標、服務標記及標志（“標志”）均為滙豐或第三方財產，未經滙豐或相關第三方的明示事先書面同意，客戶不得使用該等標志；及
  - (c) 根據客戶所處地點，滙豐可限制、變更，或者限制訪問及使用若干滙豐內容或任何及一切電商易。
- 4.2 在客戶遵守本條款的前提下，滙豐授予客戶在其持有允許其訪問電商易賬戶的期間訪問和使用以下各項的私人、有限、可撤銷、不可轉讓、不可轉授權且非獨占的許可：(a) 嚴格為客戶的內部業務目的按照本條款訪問和使用電商易；以及(b) 在客戶設備上顯示滙豐內容，或下載和打印滙豐內容，但條件是：(1) 該活動僅用於客戶的內部業務目的；(2) 客戶不修改或利用滙豐內容製作衍生作品；(3) 客戶不掩蓋、變更或移除電商易或滙豐內容上的任何著作權或其他專有權利通知；(4) 客戶不以其他方式複製、重新分發或公開展示任何滙豐內容（無論是出於商業或非商業目的）；以及(5) 客戶不將任何滙豐內容複製到任何其他媒介或其他存儲格式。滙豐保留一切其他權利。
- 4.3 客戶承認，電商易是以作為服務的軟件方式提供的，本條款中任何內容均不授權閣下取得組成電商易的任何軟件部分的副本，或以任何方式處理電商易，除非且僅限滙豐提供的電商易訪問方式所默示的範圍。
- 4.4 除本第4條明確規定外，本條款不授予客戶分發、租用、出借、出租、出售、轉授許可或以其他方式將電商易的全部或部分或本條款授予的任何權利轉讓給任何其他人士的任何權利。
- 4.5 滙豐保留以下權利（但不承擔義務）：即，監測對電商易和滙豐內容的訪問和使用（包括為了遵守適用的法律、法規、法院和監管機構的指令），並對任何違反或涉嫌違反本條款或適用法律使用電商易或滙豐內容的一方進行調查並採取適當的法律行動。滙豐保留接受、拒絕或修

改任何滙豐內容的權利，但不承擔基於其接受、拒絕、修改或未能修改任何滙豐內容的責任。

- 4.6 作為客戶使用電商易權利的條件，客戶同意尊重他人的知識產權。客戶承認，如果客戶侵犯了任何第三方的權利，滙豐可以終止客戶對電商易的訪問。
- 4.7 客戶同意不將電商易用於：
- (a) 冒充他人或不實陳述與任何人士或實體的任何關聯關係；
  - (b) 從事或鼓勵構成刑事犯罪、引起民事責任或以其他方式違反任何適用法律或法規的行為；
  - (c) 違反美國或其他適用的出口管制法律，將源自電商易或滙豐內容的資料或軟件傳輸或轉移（以任何方式）到他國或某些外國；
  - (d) 以本條款中未明確授權的方式拷貝、複製、分發、展示、製作鏡像、說明或使用滙豐內容或電商易（或滙豐的任何其他材料、知識產權或專有資料）；
  - (e) 出售、租用、出租、許可、分發或以其他方式轉讓電商易或任何滙豐內容；
  - (f) 作出（根據滙豐的自主判斷）有損於其他用戶按滙豐的意圖享受電商易服務的行為，包括騷擾、使用侮辱性或攻擊性語言、發送垃圾郵件、採取社會工程手段或詐騙；
  - (g) 未經電商易其他用戶明確許可，從電商易中其他用戶收集或儲存任何（無論是該資料本身還是與其他資料相結合）可用於識別個人身份的資料；
  - (h) 以任何可能對滙豐或電商易產生不利影響或負面展現電商易的方式使用電商易，或勸說任何人不要使用電商易的全部或任何部分功能；或
  - (i) 慫恿他人或使他人能够作出上述任何行為。
- 4.8 客戶同意不侵犯或意圖侵犯電商易或滙豐的系統或網絡安全，包括以下行為：
- (a) 獲取並非向電商易用戶提供的數據，或未經授權進入賬戶、服務器或任何其他計算機系統；
  - (b) 試圖探測、掃描或測試系統或網絡的脆弱性，或破壞安全或認證措施；
  - (c) 使用或提供任何未經授權的第三程序，攔截、模擬或重定向電商易與滙豐之間的任何通訊，或收集有關電商易的資料；
  - (d) 使用或向任何人提供不在電商易內提供的輔助產品，如托管、鏡像滙豐服務器、通信重新定向、入侵及以任何方式與電商易互動的自動化程序、網絡隧道（tunnelling）、第三程序插件以及對電商易的任何干擾；
  - (e) 試圖干擾電商易、主機或網絡的功能，包括通過向電商易提交病毒、超載、“泛洪”（flooding）、“郵件炸彈”、“崩潰”（crashing），或發送未受邀請的電子郵件，包括產品或服務的促銷和/或廣告；
  - (f) 偽造任何TCP/IP數據包標題或任何電子郵件或通信資料中的標題資料的任何部分；
  - (g) 傳輸、導入、上傳或納入任何性質的財務或醫療資料，或任何敏感個人資料（例如，政府頒發的身份號碼、駕駛執照號碼、出生日期、個人銀行賬戶號碼、護照或簽證號碼、信用卡號碼、密碼和安全憑證）；或
  - (h) 刪除、禁用、規避或修改我們為保護滙豐或客戶或我們任何相關知識產權而實施的任何技術措施。

侵犯電商易或滙豐的系統或網絡安全可能導致民事或刑事責任

4.9 客戶同意不得直接或間接：

- (a) 對電商易或者任何與之有關或與之一同提供的軟件、文件或數據的源代碼、對象代碼或基礎結構、構思或算法（“專有資料”）進行逆向工程、反編譯、反彙編或以其他方式試圖發現上述內容；
- (b) 修改、翻譯電商易或專有資料，或在其基礎上創作衍生作品，複製（除用於存檔目的外）、租用、出租、分發、質押、轉讓或以其他方式轉移電商易或專有資料的權利或者設置權力負擔；
- (c) 使用或訪問電商易以建立或支持，及/或協助第三方建立或支持與滙豐競爭的產品或服務；
- (d) 移除電商易或專有資料上的任何專有通知或標籤；或
- (e) 在本條款明確授予的權利範圍之外另行使用電商易或專有資料。

客戶同意僅將電商易和專有資料用於其自身的內部業務運營，而不轉讓、分發、出售、再版、轉售、租賃、轉租、許可、轉授許可或轉讓電商易或將其用於任何其他目的。

4.10 如果電商易包含允許用戶發布或分享內容、圖像、音頻文件、文本、樣本代碼或其他材料或作品（“帖子”）的功能，旨在被任何其他用戶、滙豐或其他第三方查看的，則適用本第4.10條。客戶特此授予滙豐，就與電商易有關的任何目的，使用、複製、公開展示、公開表演、製作衍生作品和分發客戶的帖子的永久、不可撤銷、可轉讓、免使用費、全球性、非獨占權利和許可，包括向第三方轉授許可的權利，而無需客戶或其他人的進一步同意，亦無需向其發出通知和/或給予報酬。此外，客戶在此不可撤銷地向滙豐陳述並保證：(a) 客戶擁有一切必要權力、授權、權利、所有權和許可，向滙豐授予上述權利和許可；(b) 客戶在電商易上發布、提交和展示客戶的帖子，以及滙豐行使上述許可，並且且未來亦不會 (1) 違反任何適用的法律或政府法規，或從事會引起民事責任的行為；(2) 侵犯任何公開權或侵犯他人的隱私，或任何第三方的知識產權；並且 (c) 客戶的任何帖子均不：(1) 構成淫穢、色情、不雅、褻瀆或其他令人反感的材料；(2) 對任何團體或個人構成歧視、仇恨或偏見，或侮辱；(3) 存在欺詐、虛假、誤導或欺騙內容，包括“引戰”（trolling）；(4) 含有暴力、欺凌、威脅或促進暴力、恐怖主義內容或對任何人或實體有威脅的行動；或 (5) 存在誹謗或詆毀。

## 5. 準確資料

5.1 客戶在設置其賬戶以使用電商易時，必須向滙豐提供關於客戶的準確資料，並同意更新該等資料以確保其保持最新。

5.2 如滙豐完全自主認定，客戶未滿足本第5條的條件，滙豐可終止客戶使用和訪問電商易的許可。

5.3 滙豐將配合有關權力機構針對與個人使用電商易有關的任何非法或涉嫌非法活動而進行的調查。

## 6. 不依賴

6.1 客戶承認，儘管滙豐將盡商業上合理的努力使電商易顯示的數據保持最新（在該數據的更新不因數據傳輸問題而臨時暫停/中斷的情況下），但滙豐不保證該內容完整、準確、不中斷或無誤。

6.2 客戶承認並同意：

- (a) 客戶對其業務和其他活動，以及其業績和遵守相關法律的情況負有全部責任和義務；
- (b) 電商易是在普遍意義上編制的，對於客戶的具體情況或要求可能未必合適或完整；
- (c) 電商易的設計是為幫助客戶進行其商業活動，然而電商易的設計也並非旨在保證履行法律、監管或政策合規義務；以及
- (d) 電商易並非為證明客戶業務的合理性而設計或定制，包括任何特定的商業活動、地理位置、相關法律或法規，或適用於相關貿易管轄區的行業準則。

## 7. 客戶數據及匿名數據

7.1 客戶承認，為了讓客戶享受到電商易的好處，電商易將收集、處理和儲存有關客戶業務運營的數據，其中可能包括個人數據（即，任何數據 (a) 直接或間接與在世的個人有關；(b) 可直接或間接確定該個人的身份；以及 (c) 以一種可查閱或處理的形式存在）。這些數據被稱為“客戶數據”，並可能從一系列來源收集，包括通過

- (a) 由客戶手動將這些數據輸入電商易；以及
- (b) 從API中自動提取數據。

- 7.2 在任何客戶數據具備知識產權的範圍內，客戶授予滙豐使用、複製、修改和改編客戶數據用於以下用途的永久、不可撤銷、免使用費、可轉授許可且可轉讓的許可：(a) 向客戶提供電商易；(b) 確保電商易和API的完整性和安全性；(c) 改善電商易和API的交付；以及 (d) 開發與電商易或API有關的新產品或服務（可能但未必在電商易上提供）。
- 7.3 除了第7.2條授予的許可外，客戶同意，滙豐可通過修改客戶數據，從客戶數據中創建新的數據，從而使客戶的身份不被識別或不能從這些產生的數據（“匿名數據”）中合理識別出來。此後，滙豐可以為法律允許的任何目的操縱、處理、交易、複製、分發和永久保留該等匿名數據，而無需進一步通知客戶。為明確起見，匿名數據可用於統計分析、與其他數據匯總、提供給第三方（包括換取向滙豐的付款或其他商業利益）、制定基準、出版以及通過小工具展示給電商易的任何用戶（包括與客戶無關的用戶）。
- 7.4 滙豐歡迎對電商易的反饋、意見和改進建議（“反饋”）。客戶特此授予滙豐根據客戶擁有或控制的任何及一切知識產權，為任何目的及在任何國家使用複製、修改、在此基礎上創造衍生作品、分發副本和以其他方式利用該反饋的免使用費、全球性、可轉讓、可轉授許可、不可撤銷的永久許可。如果客戶在反饋中擁有根據適用法律不能許可滙豐的權利（如精神權利及其他人格權利），客戶特此放棄並同意不主張這些權利。客戶理解並同意，客戶是自由提供反饋意見的，滙豐並不必須使用這些反饋意見，而且客戶不會因反饋意見而得到任何報酬。客戶陳述並保證，客戶在所提供的反饋中擁有的權利足以授予滙豐和其他受影響方上述權利，包括知識產權或公開權或隱私權。

如閣下身為第三方並認為電商易未經閣下的許可而提供了知識產權，請通過 [merchantbox@hsbc.com.hk](mailto:merchantbox@hsbc.com.hk) 聯繫我們。

## 8. 數據隱私

- 8.1 閣下的個人數據將按照我們的《隱私及安全政策》（<https://www.business.hsbc.com.hk/en-gb/regulations/privacy-and-security>）進行處理。使用電商易，表示閣下同意該等處理。

## 9. 使用限制及可用性

### 9.1 客戶承認：

- (a) 互聯網屬公共通訊網絡，不受滙豐或任何第三方提供商的控制，互聯網任何部分的運作所受到的干擾和中斷均可能導致電商易延遲或無法提供服務；
- (b) 電商易可能未經通知，因任何理由隨時中斷訪問和使用；
- (c) 儘管滙豐將就任何計劃維護或預期干擾或中斷電商易服務的其他情況，努力提供合理通知，但滙豐無須提供該等通知；
- (d) 滙豐對電商易任何部分的任何延遲、故障或錯誤不承擔責任；且
- (e) 客戶使用電商易將自擔風險，滙豐不對其因依賴電商易而引起的任何損失或損害而承擔任何責任。
- 9.2 滙豐可隨時變更、暫停、停止、取代、替換電商易的任何方面，或者限制對其任何方面的訪問。在符合適用法律的前提下，客戶承認，滙豐可能隨時終止向客戶提供與使用電商易有關的任何數據，而不進行通知。客戶同意，滙豐就電商易並無任何維護或支持義務。

## 10. 營銷及分析工具

- 10.1 如果滙豐有意將自客戶收集到的任何客戶資料（包括姓名和聯繫方式）用於直接營銷目的（例如，發送與電商易或滙豐有關的新聞、優惠或促銷活動的營銷通訊），滙豐將事先取得客戶的同意（或表示不反對）。如果滙豐有意將自客戶收集到的客戶資料（包括姓名和聯繫方式）提供給第三方，供其用於直接營銷，滙豐將事先取得客戶的同意（或表示不反對）。如果客戶同意接收營銷通訊，但未來不希望接收，客戶可以隨時通過以下適用方式自由選擇不接收這些資料：(a) 按照電子郵件中的取消訂閱指示或超鏈接；或 (b) 通過本條款中的聯繫方式通知滙豐，表示客戶不希望再接收營銷通訊。滙豐可能會在必要時向客戶發布與服務有關的公告（例如，當滙豐因系統維護而暫停某項服務時）。客戶可能無法選擇不接收這些與服務有關的非促銷性質的公告。
- 10.2 關於我們使用cookies的資料，請點擊此處查看滙豐的《隱私和安全政策》。

## 11. 終止

- 11.1 滙豐可隨時終止電商易或其任何部分的訪問或其可用性（包括對任何滙豐內容的訪問），而不承擔責任。當如此終止時，滙豐可能會永久停止客戶對電商易的訪問。滙豐將盡商業上合理的努力，向客戶提供終止電商易服務或任何滙豐內容的訪問的合理通知（該通知可通過任何方式提供，包括通過電商易）。客戶可要求滙豐停止客戶訪問電商易，以終止本條款。本條款終止後，授予客戶的權利將自動終止，客戶不得再行使用任何該等權利或本條款，但該等終止並不妨礙滙豐或其關聯方就該等終止生效前可能產生的任何訴訟理由對客戶提起訴訟。在符合適用法律的前提下，滙豐可自主決定在該等終止前，允許客戶持續訪問和使用電商易。以下條文在本條款終止後仍然有效：即，第 4、7、8、11 及 13 至 17 條。

## 12. 暫停

### 12.1 如果滙豐合理地認定：

- (a) 有任何違反本條款的行為；或
- (b) 電商易受到威脅或攻擊，或出現其他可能對電商易、任何API或電商易的任何客戶的正常運作造成風險的事件，滙豐可以臨時暫停客戶對電商易的訪問。

12.2 滙豐將盡合理努力向客戶提供以下資料：(a) 暫停的原因，及 (b) 暫停後恢復使用電商易的最新情況。

12.3 滙豐不對客戶因電商易暫停而可能產生的任何損害、責任、損失（包括任何數據或利潤的損失）或任何其他後果負責。

## 13. 責任限制及彌償

- 13.1 除了相關法律所隱含的保證、條件、權利或擔保（在協議中排除這些保證、條件、權利或擔保，會違反成文法或導致本協議部分或全部無效）（“不可排除權利”）外，滙豐不提供任何種類的陳述、保證和條件（無論明示、默示或書面、口頭、合約或法定），包括關於適銷性、特定用途的適合性、所有權和不侵權的默示保證，以及因交易過程或行業慣例而產生的任何保證。客戶同意，滙豐以“現狀”和“現有”的方式提供電商易和滙豐內容，滙豐不保證電商易或滙豐內容是完整的、適合客戶的目的或準確的，也不保證電商易或滙豐內容的不間斷使用或無誤運行。滙豐不對電商易或其組成部分的質量、準確性、及時性、真實性、完整性或可靠性作出任何保證。
- 13.2 除了與侵犯任何不可排除權利有關的責任及第13.3條所述的責任外，在適用法律允許的最大限度內，對於因本條款或電商易或電商易的延遲或無法使用或缺少功能而引起的或與之有關的任何損失，即使我們存在過錯、侵權（包括過失）、嚴格責任、彌償、產品責任、違反合約、違反保證或其他情況，即使我們已被告知可能發生此類損害，滙豐亦不承擔任何形式的責任。
- 13.3 對於與違反任何不可排除權利有關的責任，在適用法律允許的限度內，滙豐的責任僅限於（依其選擇）維修或更換任何有缺陷產品的費用，或重新提供或支付重新提供任何有缺陷服務的費用。
- 13.4 在任何情況下，滙豐、其關聯方或其供應商（或其各自的僱員、高級職員、代表或代理人）均不對客戶的任何以下情況負責：
- (a) 特殊或意外損害；
- (b) 間接或衍生損失；
- (c) 懲罰性損害或任何其他金錢損失；
- (d) 利潤、收入、儲蓄或隱私的損失；
- (e) 數據或者保密或其他資料的損失或損壞，包括傳輸或接收數據失敗；
- (f) 業務中斷；或
- (g) 人身傷害；

上述各情形，均不論如何引起，亦不論因使用或無法使用電商易或任何API而引起或與之有關，或另與本條款的任何條文有關，即使滙豐已



被告知可能發生此類損害。

13.5 就因以下原因引起的或與之相關的一切損失、費用、損害賠償、責任及開支（包括合理的律師費），客戶同意彌償滙豐、其關聯方，以及滙豐及其關聯方各自的董事、高級職員、僱員和代理人，並使之免受損害：(a) 因客戶違反其在本條款中的任何承諾、陳述或保證而導致的任何第三方索賠；(b) 與提供關於使用電商易的法律、財務或其他專業意見有關的任何索賠；或 (c) 客戶訪問或使用電商易或滙豐內容（包括在註冊時或就使用電商易，提供了不準確和/或不真實的資料，包括對代表客戶進行註冊的個人授權的任何不實陳述）。客戶同意償付滙豐根據第13條所涵蓋的任何事項而支付的任何款項或遭受的損失，無論依據法院判決或和解。

13.6 對充分保護和備份數據及/或設備並採取合理和適當的預防措施，掃描計算機病毒或其他破壞性的屬性，客戶負有完全責任。對於可能用於電商易的任何第三方軟件的準確性、功能或性能，滙豐不作任何陳述或保證。

13.7 即使任何救濟未能提供足夠的賠償，本第13條中的免責條款亦適用。

#### 14. 自/向滙豐發出的通知

14.1 滙豐可不時發出，並且客戶同意接收關於電商易的通知。滙豐將盡商業上的合理努力，通過電子郵件、在滙豐網站上發布或通過電商易來發送該等通知。在根據本條款第14條通知任何此類變更後，繼續使用電商易即表示同意更新後的條款。

14.2 如果閣下有任何意見、問題或投訴，或希望根據本條款發送通知，閣下可以通過merchantbox@hsbc.com.hk聯繫滙豐。

#### 15. 轉讓

15.1 未經滙豐事先書面同意，客戶不得轉讓其在本條款下的任何權利或義務，無論通過法律的執行或其他方式。客戶未經上述同意，試圖轉讓或讓渡本條款的行為無效。

15.2 滙豐可以將本條款完整轉讓或讓與任何一方，無需通知客戶。在符合上述約定的情況下，本條款將對各方、其繼承人及獲准受讓人具有約束力並使之受益。

#### 16. 其他條款

16.1 本條款是雙方之間關於電商易的全部協議，取代一切先前或同期關於電商易、任何API或本條款所涉及的任何其他主旨事項的口頭或書面溝通、建議和陳述。

16.2 本條款描述了某些法定權利。根據客戶所在司法管轄區的法律，客戶可享有其他權利。如果本條款中任何條文的任何部分或整體非法或不可強制執行，則必須將該等部分或條文從本條款中分離出來，且不得影響本協議其餘條款的繼續履行。本條款中對保證及救濟的限制和排除未必適用於客戶，因為客戶的司法管轄區未必允許在客戶的特定情況下如此為之。如果本條款的某些條文被有管轄權的法院或裁判機構認定為不可強制執行，這些條文將僅在適用法律下的最大限度內強制執行，本條款的其餘條文將保持完全有效。

16.3 除非本條款中明確載明，客戶及客戶的作為或不作為不會產生本條款下的任何其他權利。滙豐未能強制執行本條款的任何權利或條文，不被視為放棄該權利或條文。放棄本條款下的任何權利或權利，必須以書面形式由有權受惠於該權利或權利的一方的授權代表簽署，並且僅在該書面授權中載明的範圍內有效。除本條款中明確載明外，任何一方根據本條款行使其任何救濟均不影響其在本條款下或其他方面的其他救濟。

16.4 本條款的原文為英文，任何翻譯僅供參考。

16.5 根據《合約（第三者權利）條例》（第623章），並非本條款一方的人無權強制執行其任何條款。

16.6 本條款中的任何內容以及根據本條款採取的任何行動，均不會在閣下和滙豐之間建立委托人和代理人的關係，或者以其他方式授權閣下約束滙豐。

16.7 客戶陳述並確認：(i) 客戶，(ii) 客戶的任何關聯方（如適用），或 (iii) 客戶的任何董事、高級職員、僱員、代理人或關聯方或客戶的任何附屬公司（如適用），均不屬以下個人或實體（“人士”）或由以下人士擁有或控制：(a) 美國財政部外國資產控制辦公室、美國國務院、聯合國安全理事會、歐盟、英國財政部、香港金融管理局或任何其他相關制裁機構實施或執行的任何制裁（統稱為“制裁”）的對象；或 (b) 位於、組建於或居住於不時成為制裁對象或其政府不時成為制裁對象的國家或地區。客戶同意不會直接或間接將電商易用於：(a) 從事在使用電商易時屬制裁對象的任何人士的活動或業務或與之進行任何活動或業務，或在使用電商易時屬制裁對象或者其政府屬制裁對象的任何國家或地區，開展活動或業務；或者 (b) 以任何其他方式，導致任何人士違反制裁。

16.8 除非語境中明確某條規則不適用，本條款的解釋和理解將遵循以下規則：

##### (a) 凡提及：

(i) 法律（包括從屬法律），指經修訂、重新制定或替換的法律，並包括根據其發布的任何從屬法律；

(ii) 文件或協議（包括本條款）或文件或協議的某項條文，指經不時修訂、補充、替換或更新的該文件、協議或條文；

(iii) 本條款或任何其他文件或協議的一方，包括該方的獲准替代人或獲准受讓人；

(iv) 某條，指本條款的相關條文；及

(v) 人或實體，包括任何類型的實體或團體（無論其是否具有法人地位或具有獨立的法律身份）以及該人的任何遺囑執行人、管理人或法定繼承人；

(b) 單數詞語，包括複數含義，反之亦然；

(c) 一般性詞語，不因其後跟隨的特定的例子而被賦予限制性的含義，任何由“包括”、“包含”、“特別是”或任何類似表達方式引導的詞語將被理解為具有說明性，任何這些詞語後面的詞語不會限制在其之前詞語的含義；

(d) “附屬公司”一詞具有《公司條例》（香港法例第622章）第15條所規定的含義；

(e) 本條款中的標題僅供參考，不影響本條款的解釋或理解；及

(f) 如果滙豐在本條款下有任何義務，滙豐的任何成員（包括其任何附屬公司、相關法人團體、關聯實體和經營者以及其任何分支機構）履行該義務（全部或部分），將被視為（在相同程度上）由滙豐履行。

#### 17. 管轄法律及爭議裁判機構

17.1 本條款以及因其產生的或與之有關的任何非合約義務，受香港法律管轄並依其予以解釋。

17.2 各方不可撤銷且無條件服從香港法院的排他管轄，與本條款或電商易有關的任何爭議解決程序或法律訴訟均必須在香港進行。不論本條款中是否存在任何相反內容，任何一方均始終可想有管轄權的法院申請禁制令或任何其他法律或衡平法上的救濟。