



To 致 : The Hongkong and Shanghai Banking Corporation Limited  
香港上海汇丰银行有限公司

Date 日期	day 日 / month 月 / year 年						

## HSBC GLOBAL WALLET AND HSBC MERCHANT BOX APPLICATION FORM

### 汇丰环球商币汇及汇丰电商业申请表格

#### Notes 注意 :

1. Please complete the form in **Block Letters** and tick where applicable. 请用正楷填写表格, 并在适当的地方加上剔号。
2. This application form is for HSBC Global Wallet Services and HSBC Merchant Box provided by The Hongkong and Shanghai Banking Corporation Limited. 此申请表格为由香港上海汇丰银行有限公司提供之汇丰环球商币汇及汇丰电商业服务而设。
3. Deposits in HSBC Global Wallet are qualified for protection by the Deposit Protection Scheme in Hong Kong. 汇丰环球商币汇之存款符合香港存款保障计划的保障资格。

#### I. Company Details 公司资料

Company Name 公司名称 (in English 英文)

Registration/ Incorporation Document Number 登记/注册文件号码

Certificate of Incorporation 公司注册证书(C)

Business Registration Certificate 商业登记证(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  
银行账户号码(合资格账户<sup>1</sup>)用以扣减银行费用, 以及为汇丰环球商币汇充值或从中提现

(For existing customers with multiple Business Internet Banking profiles only. 只适用于持有多个商务“网上理财”业务之现有客户)

Registered Principal Account Number of Business Internet Banking profile<sup>2</sup> 商务“网上理财”业务之已登记主要账户号码<sup>2</sup> :

#### Notes 注意 :

1. The Eligible Account must be an active Business Integrated Account maintained by you with HSBC. 合资格账户必须为你于汇丰开立并活跃之商业综合账户。
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. 你可在你所选择的商务“网上理财”业务之主页右上角找到“我的业务”, 而在其项下之“您的账户号码”即为已登记主要账户号码。
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. 当你的汇丰环球商币汇收款账户有汇入款项时, 你需要补充付款人资料以便银行处理, 否则汇入款将被退回。请为操作你的汇丰环球商币汇之商务“网上理财”使用者开启个性化提示以及交易通知中的“汇丰环球商币汇-待处理汇入汇款”, 以便我们向你发送相关通知。
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. 请为相关的商务“网上理财”使用者开启个性化提示以及账户通知中的“电子结单发出通知”, 以便我们在电子结单备妥时向你发送相关通知。

## II. HSBC Global Wallet Pricing Package Options (Select one option only) 汇丰环球商币汇收费套餐选项 (只选择一个选项)

Package 套餐	Package Fee 套餐费	Package Details 套餐内容
Pay-as-you-go 现收现付 QTMCHGPYG Select 选择 <input type="checkbox"/>	0.2% of HSBC Global Wallet collection amount (standard fee) 汇丰环球商币汇收款金额的 0.2% (标准费率)	<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> <li>灵活收款无限制, 完美配合业务需求</li> <li>免费创建汇丰环球商币汇收款账户, 一站式管理海外电商业务</li> <li>支持澳元、欧元、英镑、新加坡元和美元等常用货币</li> <li>无缝连接银行账户, 随时提现不收费</li> </ul>
Standard Package 标准套餐 QTMCHGMB1 Select 选择 <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> <li>每月获享 300 万港元等值之汇丰环球商币汇收款额度 (即低至0.15%优惠费率), 超出部分按现收现付的标准费率收费</li> <li>免费创建汇丰环球商币汇收款账户, 一站式管理海外电商业务</li> <li>支持澳元、欧元、英镑、新加坡元和美元等常用货币</li> <li>所有汇丰环球商币汇收款账户可共用 300万港元额度</li> <li>无缝连接银行账户, 随时提现不收费</li> </ul>
Premium Package 优享套餐 QTMCHGMB2 Select 选择 <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> <li>每月获享 800 万港元等值之汇丰环球商币汇收款额度 (即低至0.125%优惠费率), 超出部分按现收现付的标准费率收费</li> <li>免费创建汇丰环球商币汇收款账户, 一站式管理海外电商业务</li> <li>支持澳元、欧元、英镑、新加坡元和美元等常用货币</li> <li>所有汇丰环球商币汇收款账户可共用 800万港元额度</li> <li>无缝连接银行账户, 随时提现不收费</li> </ul>

### Notes 注意

- All packages are subject to the HSBC Global Wallet Pricing Terms as may be amended from time to time.  
所有套餐均受制于汇丰环球商币汇定价条款, 而该条款可能会不时修订。

For Bank Use Only 银行专用	
HSBC Representative ID <input type="text"/>	Remarks <input type="text"/>
HSBC Representative Name <input type="text"/>	

### III. Customer Agreement and Declaration 客户协议书及声明

For **Sole Proprietorship**: signed by Sole Proprietor **独资经营商号**: 须由独营东主签署

For **Partnership**: signed by ALL partners **合伙经营商号**: 须由所有合伙人签署

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**: 须由一名董事根据第IV部分之正式授权证明书第2段签署。本客户协议书及声明部分的签署人必须与签署正式授权证明书的主席不同，如公司只有一名董事（符合法规规定下）则不受此限制。

By signing this Application Form, the Customer confirms that:  
签署本申请表格，则代表客户确认：

- 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. 本申请中的所有资讯正确、准确及完整。客户同意，如该等资讯有任何变更，在任何情况下须于30日内及时以书面方式通知汇丰。
- 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. 客户同意汇丰环球商币汇定价条款并支付由汇丰不时公布/或向客户提供的费用及收费。
- 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. 客户确认汇丰环球商币汇应为其业务所使用并且承诺不会将汇丰环球商币汇用于任何其他用途。
- 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. 客户同意，本申请表格连同汇丰电易服务条款、汇丰环球商币汇条款及细则及户口条款构成汇丰环球商币汇及汇丰电易运作之日起生效的合约，并对客户及汇丰具有约束力。
- 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. 客户已阅读并同意受本申请中所载的汇丰电易服务条款、汇丰环球商币汇条款及细则以及<https://www.business.hsbc.com.hk/-/media/library/business-hk/pdfs/en/tnc106.ashx>所载的账户条款约束。客户同意并确认汇丰电易服务条款、汇丰环球商币汇条款及细则以及账户条款可能不时变更。
- 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. 客户同意商务“网上理财”条款及细则将继续约束客户取览及使用商务“网上理财”。
- (Applicable only to Sole Proprietorship/Partnership)**  
**(仅适用于独资经营商号/合伙经营商号)**  
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.  
客户授权其任何商务“网上理财”主要用户就汇丰环球商币汇及汇丰电易发出任何指示并签署任何表格或文件，并接受与之相关的任何附加条款及细则，包括但不限于申请或取消汇丰环球商币汇收款账户、变更收费套餐、终止汇丰环球商币汇及/或汇丰电易。客户同意，本行可依据任何电子或数码签署作为合法并有效立本申请以及与汇丰环球商币汇或汇丰电易相关的所有声明、指示、确认及/或文件的证据（如同由客户的授权代表签署一样）。
- 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.  
客户同意本申请及所有与汇丰环球商币汇及汇丰电易相关的声明、确认及/或文件，可以一份或多份对应本形式立，每份对应本视为原本，所有该等对应本应视为同一份文件并自各方签字后生效。

Signed for and on behalf of the Customer  
为及代表客户签署

Authorised Signature 获授权签署	Authorised Signature 获授权签署	Authorised Signature 获授权签署	Authorised Signature 获授权签署	Authorised Signature 获授权签署
X	X	X	X	X
Full Name in Block Letters 全名以正楷填写	Full Name in Block Letters 全名以正楷填写	Full Name in Block Letters 全名以正楷填写	Full Name in Block Letters 全名以正楷填写	Full Name in Block Letters 全名以正楷填写
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title 职衔: <input type="text"/>	Title 职衔: <input type="text"/>	Title 职衔: <input type="text"/>	Title 职衔: <input type="text"/>	Title 职衔: <input type="text"/>

#### IV. Certificate of Due Authorisation 正式授权证明书

(not applicable to Sole Proprietorship / Partnership if Section III (Customer Agreement and Declaration) is duly signed  
如第III部分之客户协议书及声明部份已被妥为签署，则不适用于独资经营商号 / 合伙经营商号)

Date of Board Meeting 董事会会议日期:

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，作为会议主席，兹确认以下为董事会会议纪录/决议的真实摘录，且该等录入公司会议记录册内的董事会会议纪录/决议已根据公司章程或公司章程性质文件由董事会或公司管理组织会议（视情况而定）妥为通过。

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. 公司将申请汇丰环球商币汇及汇丰电易，且受汇丰电易服务条款、汇丰环球商币汇条款及细则以及账户条款规范。
2. The company authorises 公司授权
  - (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签署本申请表格并同意相关条款及条件；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 其任何商务“网上理财”主要用户就汇丰环球商币汇及汇丰电易发出任何指示并签署任何表格或文件，并接受与之相关的任何附加条款及细则，包括但不限于申请或取消汇丰环球商币汇收款账户、更改收费套餐、终止汇丰环球商币汇及/或汇丰电易；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. 贵行可依据任何电子或数码签署作为合法并有效订立本申请表格以及及与汇丰环球商币汇或汇丰电易相关的所有声明、指示、确认及/或文件的证据，如同由公司的授权代表签署一样。

<input type="text"/>	
X	
Signature (Chairman of the Meeting) 签署 (会议主席)	
Full name in Block Letters : 全名以正楷填写:	<input type="text"/>
Date : 日期	<input type="text"/>

## 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.

## 汇丰环球商币汇定价条款（“定价条款”）

1. 所选套餐中任何未使用的配额将被取消，并且不能累计至下一个账单月份。
2. 客户所选择的套餐将生效直至客户要求更改套餐为止。
3. 如汇丰环球商币汇服务因任何原因在结算月份内终止，该结算月份支付的套餐价格的任何部分将不予退还。
4. 为免生疑问，各套餐均为接受由本行出具的收费套餐的客户所独有。客户不得和其他法人实体共享套餐。
5. 本行保留更改价格套餐的权利，并至少提前一个月通知客户。本行可按其酌情权随时修订此定价条款，并通知客户。
6. 套餐仅涵盖通过汇丰环球商币汇以电子方式进行的付款及收款。除非本行与客户另有约定，否则来自客户任何其他账户的任何其他交易，不论是电子、亲笔或纸本形式作出的付款指令，均须根据汇丰工商金融服务收费简介所载的银行标准费率收取费用。此外，该套餐不适用于客户在本行的任何其他账户收到的任何款项。
7. 套餐不包括通过 SWIFT 进行跨境电汇所产生的代理银行费用。该等费用将根据代理银行的通知另行征收，并将从汇丰环球商币汇中扣除。
8. 定价条款受香港特别行政区法律管辖并据此解释，各方接受香港特别行政区法院非专属管辖权。
9. 定价条款的中英文版本如有歧义，概以英文版本为准。

## 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.

## 汇丰环球商币汇条款及细则

### 1. 管辖文件

- (a) 汇丰环球商币汇服务受账户条款以及本条款及细则约束。如本条款及细则与账户条款有任何不一致，以本条款及细则为准。
- (b) 本条款及细则中使用但未定义的术语与账户条款中的定义相同。

### 2. 汇丰环球商币汇服务

- (a) 客户可以要求开通汇丰环球商币汇。汇丰环球商币汇可允许客户持有范围内货币并可用于：
- 使用相应的范围内货币通过范围内国家的当地清算、结算或支付系统付款及/或收款；及/或
  - 通过国际清算、结算或支付系统作出及/或接收跨境电汇。
- (b) 本行将向客户提供汇丰环球商币汇收款账户的当地收款资料，使付款人能够通过相关范围内国家（如适用）的当地清算、结算或支付系统向客户的汇丰环球商币汇转账。为免生疑问，汇丰环球商币汇收款账户的当地收款资料仅用于处理付款，汇丰环球商币汇收款账户不构成客户账户。
- (c) 在特定情况下，如果在处理客户接收款项而付款人未提供足够资料及/或由于某些支付系统限制，本行可能会要求客户提供额外资料才能处理该付款。如果本行未能及时收到所需的额外资料，本行将无法进一步处理该付款，并将该付款退还相关付款人的银行。

### 3. 电子银行途径及合格账户

- (a) (i) 客户必须在本行拥有合格账户才能使用汇丰环球商币汇及汇丰环球商币汇服务；及 (ii) 汇丰环球商币汇及汇丰环球商币汇服务只能通过本行接受的电子银行途径使用，包括但不限于商务“网上理财”及/或汇丰财资网。
- (b) 如果客户通过汇丰财资网使用汇丰环球商币汇，而客户并非业务关系持有人，则客户确认其已授权或将授权业务关系持有人（视情况而定）根据客户签立的电子渠道授权书或其他类似授权书代表其通过汇丰财资网行事。
- (c) 如果客户用于使用汇丰环球商币汇服务的电子银行途径被终止或撤销，或如果客户在本行的所有合格账户被终止，则对汇丰环球商币汇的使用亦须被终止或撤销。在此情况下，本行有权终止汇丰环球商币汇。

### 4. 客户同意

客户同意：

- (e) 汇丰环球商币汇不支援以下内容：
- 以现金、支票或电子支票存款或取款；
  - 通过「即时支付结算系统」（RTGS）或「转数快」（FPS）以及与「转数快」相关的其他服务汇出及汇入款项；
  - 账户透支；
  - 停止支付指示；
  - 自动柜员机服务、电话银行服务、「特快专柜」服务以及其他分行柜台服务。
- (f) 汇丰环球商币汇中的结余不会产生利息，但本行可能会根据账户条款对全部或部分结余收取利息；
- (g) 就 (i) 客户的合格账户与汇丰环球商币汇之间的转账；(ii) 客户的汇丰环球商币汇内的转账；或 (iii) 由汇丰环球商币汇作出的付款，如涉及任何货币转换，会以相关电子银行途径接受的汇率作出转换；及
- (h) 汇丰环球商币汇的电子月结单只会每月在相关电子银行途径发出。

### 5. 抵押权益

客户不得就任何汇丰环球商币汇授予任何抵押权益或转让或让与其权利。

### 6. 终止汇丰环球商币汇

- (a) 除账户条款中所载的终止权利，本行可在下列情况下即时终止汇丰环球商币汇：(i) 客户违反汇丰环球商币汇条款或 (ii) 提供汇丰环球商币汇服务任何部分将导致本行违反任何适用法规。

(b) 如果出于任何原因，汇丰环球商币汇需要被终止，本行有权将汇丰环球商币汇内的结余根据账户条款将该结余转换及存入客户在本行开立的任何账户。

## 7. 遵守适用法规

本行获授权采取一切必要行动以遵守适用法规，包括但不限于暂停汇丰环球商币汇服务的任何部分、在客户的合格账户与汇丰环球商币汇之间进行的转账，以及在客户的汇丰环球商币汇内进行的转账。本行因此而采取的行动不构成违反本行与客户之间的协议。

## 8. 一般规定

- (a) 本行可以书面形式通知客户本条款及细则的修改。除非本行收到客户通知在该修订生效日前起终止汇丰环球商币汇服务，否则客户须受修订条款约束。
- (b) 本行可随时将其任何权利及义务转让或让与任何人而无需取得客户同意。除非获得本行事先书面同意，否则客户不得将其任何权利或义务转让或让与任何人。
- (c) 本条款及细则并不授予任何第三方在《合约（第三者权利）条例》（香港法例第623章）下的任何权利以执行本条款及细则。
- (d) 本条款及细则受香港特别行政区法律管辖并据此解释，各方均接受香港特别行政区法院非专属管辖权。
- (e) 本条款及细则的中英文版本如有歧义，概以英文版本为准。

## 9. 定义

- **账户**指客户在本行开立或已开立的任何账户。
- **账户条款**指<https://www.business.hsbc.com.hk/-/media/library/business-hk/pdfs/en/tnc106.ashx>上不时更新的一般条款及细则。
- **客户**指在汇丰环球商币汇及汇丰电贸易申请表格上被确认为客户的实体或个人。
- **合格账户**指客户在本行开立且被本行接纳为用于为汇丰环球商币汇提供资金的任何银行账户。合格账户的账户号码列明于汇丰环球商币汇及汇丰电贸易申请表格中。
- **汇丰环球商币汇收款账户**指本行在汇丰集团其他成员开立的虚拟账户，以便向客户提供汇丰环球商币汇服务。
- **汇丰环球商币汇**指用于按照汇丰环球商币汇条款持有、转移或接收资金的账户。
- **汇丰环球商币汇条款**指：
  - (a) 本条款及细则；
  - (b) 账户条款；及
  - (c) 汇丰环球商币汇及汇丰电贸易申请表格。
- **汇丰环球商币汇服务**指根据汇丰环球商币汇条款提供的汇丰环球商币汇及相关服务。
- **范围内国家**指由本行向客户指明，可以通过该国家的当地清算、结算或支付系统进行或接收款项的每个国家。
- **范围内货币**指由本行向客户指明，可以在汇丰环球商币汇中持有的每种货币。
- **业务关系持有人**指已获得客户授权通过汇丰财资网就汇丰环球商币汇服务行事的一方。



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.

## 汇丰电易——服务条款

最后更新日期: [2022年9月30日]

### 1. 条款及接受

- 1.1 本服务条款（“条款”）载明了规范名为汇丰电易（HSBC Merchant Box）的网站（可访问<https://merchantbox.business.hsbc.com.hk/>，或者在某些情况下，通过汇丰客户的网络银行账户获取）的使用以及根据此等条款提供的通讯和其他服务（“电易”）的条款。电易由香港上海汇丰银行有限公司（The Hong Kong and Shanghai Corporation Limited）（一家在香港注册的公司，地址位于香港中环皇后大道一号）或与该实体有关的任何当前或未来公司（“汇丰”或“我们”）提供。本条款构成了汇丰与注册以取得访问和使用电易权利的人士（可以是自然人、公司或其他法律实体），以及任何访问和/或使用电易的人士（“客户”或“您”）之间的协议。
- 1.2 您必须仔细阅读本条款，本条款构成汇丰与您之间的协议并影响您的法定权利和义务。每次访问和/或使用电易，表示您接受条款的约束并遵守条款。如您不能全部接受本条款，请勿使用电易。
- 1.3 本条款可随时通过在<https://merchantbox.business.hsbc.com.hk/termsandservice>发布更新条款的方式予以修订或变更。发布任何该等经修订或变更的条款后，客户如仍继续使用，则被视为表示客户不可撤销地同意该等经修订或变更的条款。因此，如您任何时候不愿受任何该等经修订或变更条款的约束，您必须停止使用电易。

### 2. 电易

- 2.1 电易为企业提供了一系列汇丰产品及服务的集中枢纽，以自动化处理电子商务工作流程并改善经营效率。电易使客户能够通过其汇丰客户账户取得该等产品和服务并确保客户轻松便捷的使用银行和非银行功能。
- 2.2 本条款在任何适用于您或汇丰产品或服务其他条款及条件之外，并作为其补充，且不取代此等条款及条件。建议您在继续使用电易之前，连同本条款一并重新阅读该等其他条款及条件。为免疑义，可通过电易取得的各项产品及服务受其各自的条款及条件的约束，且不受本条款制约。您承认并同意，您对该等产品及服务的使用受适用于该等产品及服务的条款及条件的约束。
- 2.3 电易将使客户仅能够获取其单独订制的产品和服务，而且您使用电易并不表示您将获取任何其他产品及服务，即使在您访问的电易站点可以看见任何产品及服务的链接、令牌或标志。
- 2.4 请注意，使用电易受如下地址的《隐私政策和安全政策》：<https://www.business.hsbc.com.hk/en-gb/regulations/privacy-and-security>；以及如下地址的《超级链接政策》：<https://www.business.hsbc.com.hk/en-gb/regulations/hyperlink-policy>的制约。

电易载有、显示或另行提供的信息，并非意在提供专业意见。

### 3. 设置及使用

3.1 为访问和使用电易而进行的客户设置必须按以下方式进行：

- (a) 如客户为个人，则由客户亲自设置；或者由获授权代表客户订立本条款的人士（比如客户的雇员或者客户的会计或代表客户行事的其他专业服务提供者）设置，在此情形下，该人士向汇丰保证其具备并持有代表客户订立本条款的一切必要授权，并且其符合额外适格要求；或者
- (b) 如果客户是一家公司或其他法律实体，则由获授权代表客户订立本条款的人士（比如公司董事或秘书、获正式授权的雇员，或者获正式授权的第三方服务提供商），在此情形下，该人士向汇丰保证其具备并持有代表客户订立本条款的一切必要授权，并且其符合额外适格要求。
- 3.2 作为获准使用电易的明示条件，客户陈述并保证，客户(1)具备根据适用法律签订合同的法律能力（包括年满特定年龄），(2)不在根据适用法律禁止获取服务的人员名单上（包括美国商务部工业与安全局发布的禁止人员名单和实体名单），并且(3)并非由联合国、欧盟或香港实施的适用出口管制或经济制裁的对象国（该等对象国名单经不时修订）的居民（上述陈述及保证，统称为“额外适格要求”）。
- 3.3 您可通过汇丰批准并提供的登录方式（包括通过您的其他链接汇丰商业互联网银行账户登录），访问并使用电易。成功登录后，您将在您现有的汇丰商业互联网银行账户中获得一个标签，通过该标签您能够访问电易。您同意保持您的账户信息最新。如未能保持账户信息最新，汇丰可暂停或终止您访问电易。
- 3.4 除非本条款明确允许，否则客户不得向任何他人出售、租用、出租、共享或提供电易的访问权。汇丰保留一切可取得的合法权利和救济，以阻止未经授权使用其服务，包括阻止多人使用您的客户箱访问权。

### 4. 使用电易的授权许可

- 4.1 客户承认，有关电易的一切权利、所有权和知识产权（包括著作权、商标和专利）均为汇丰或其许可使用方拥有。客户同意不得移除、变更或掩盖电易中包含的或随附的任何著作权、商标、服务标记或其他专有权利通知。
- 不限制上述内容的一般性：
- (a) 电易上的数据、信息和资料（包括HTML、图像、文本、音频、视频、白皮书、新闻稿、数据表、产品说明、软件和常见问题及其他内容），包括汇丰的API（统称为“汇丰内容”），都是汇丰的版权作品，汇丰明确保留对汇丰内容的一切权利、所有权和利益，包括其一切知识产权及相关权利。除本条款明确允许的情况外，使用汇丰内容可能违反适用的知识产权和其他法律；
- (b) 客户承认并同意，客户并无电易或任何汇丰内容的所有权权益。电易所含一切商标、服务标记及标志（“标志”）均为汇丰或第三方财产，未经汇丰或相关第三方的明示事先书面同意，客户不得使用该等标志；及
- (c) 根据客户所处地点，汇丰可限制、变更，或者限制访问及使用若干汇丰内容或任何及一切电易。
- 4.2 在客户遵守本条款的前提下，汇丰授予客户在其持有允许其访问电易账户的期间访问和使用以下各项的私人、有限、可撤销、不可转让、不可转授权且非独占的许可：(a) 严格为客户的内部业务目的按照本条款访问和使用电易；以及(b) 在客户设备上显示汇丰内容，或下载和打印汇丰内容，但条件是：(1) 该活动仅用于客户的内部业务目的；(2) 客户不修改或利用汇丰内容制作衍生作品；(3) 客户不掩盖、变更或移除电易或汇丰内容上的任何著作权或其他专有权利通知；(4) 客户不以任何方式复制、重新分发或公开展示任何汇丰内容（无论是出于商业或非商业目的）；以及(5) 客户不将任何汇丰内容复制到任何其他媒介或其他存储格式。汇丰保留一切其他权利。
- 4.3 客户承认，电易是以作为服务的软件方式提供的，本条款中任何内容均不授权您取得组成电易的任何软件部分的副本，或以任何方式处理电易，除非且仅限汇丰提供的电易访问方式所默示的范围。
- 4.4 除本第4条明确规定外，本条款不授予客户分发、租用、出借、出租、出售、转授许可或以其他方式将电易的全部或部分或本条款授予的任何权利转让给任何其他人士的任何权利。
- 4.5 汇丰保留以下权利（但不承担义务）：即，监测对电易和汇丰内容的访问和使用（包括为了遵守适用的法律、法规、法院和监管机构的指令），并对任何违反或涉嫌违反本条款或适用法律使用电易或汇丰内容的一方进行调查并采取适当的法律行动。汇丰保留接受、拒绝或修

改任何汇丰内容的权利，但不承担基于其接受、拒绝、修改或未能修改任何汇丰内容的责任。

- 4.6 作为客户使用电易条件的条件，客户同意尊重他人的知识产权。客户承认，如果客户侵犯了任何第三方的权利，汇丰可以终止客户对电易的访问。
- 4.7 客户同意不将电易用于：
- (a) 冒充他人或不实陈述与任何人士或实体的任何关联关系；
  - (b) 从事或鼓励构成刑事犯罪、引起民事责任或以其他方式违反任何适用法律或法规的行为；
  - (c) 违反美国或其他适用的出口管制法律，将源自电易或汇丰内容的信息或软件传输或转移（以任何方式）到他国或某些外国；
  - (d) 以本条款中未明确授权的方式拷贝、复制、分发、展示、制作镜像、说明或使用汇丰内容或电易（或汇丰的任何其他材料、知识产权或专有信息）；
  - (e) 出售、租用、出租、许可、分发或以其他方式转让电易或任何汇丰内容；
  - (f) 作出（根据汇丰的自主判断）有损于其他用户按汇丰的意图享受电易服务的行为，包括骚扰、使用侮辱性或攻击性语言、发送垃圾邮件、采取社会工程手段或诈骗；
  - (g) 未经电易其他用户明确许可，从电易中其他用户收集或储存任何（无论是该信息本身还是与其他信息相结合）可用于识别个人身份的信息；
  - (h) 以任何可能对汇丰或电易产生不利影响或负面展现电易的方式使用电易，或劝说任何人不要使用电易的全部或任何部分功能；或
  - (i) 怂恿他人或使他人能够作出上述任何行为。
- 4.8 客户同意不侵犯或意图侵犯电易或汇丰的系统或网络安全，包括以下行为：
- (a) 获取并非向电易用户提供的数据，或未经授权进入账户、服务器或任何其他计算机系统；
  - (b) 试图探测、扫描或测试系统或网络的脆弱性，或破坏安全或认证措施；
  - (c) 使用或提供任何未经授权的第三方程序，拦截、模拟或重定向电易与汇丰之间的任何通讯，或收集有关电易的信息；
  - (d) 使用或向任何人提供不在电易内提供的辅助产品，如托管、镜像汇丰服务器、通信重新定向、入侵及以任何方式与电易互动的自动化程序、网络隧道（tunnelling）、第三方程序插件以及对电易的任何干扰；
  - (e) 试图干扰电易、主机或网络的功能，包括通过向电易提交病毒、超载、“泛洪”（flooding）、“邮件炸弹”、“崩溃”（crashing），或发送未受邀请的电子邮件，包括产品或服务的促销和/或广告；
  - (f) 伪造任何TCP/IP数据包标题或任何电子邮件或通信信息中的标题信息的任何部分；
  - (g) 传输、导入、上传或纳入任何性质的财务或医疗信息，或任何敏感个人信息（例如，政府颁发的身份号码、驾驶执照号码、出生日期、个人银行账户号码、护照或签证号码、信用卡号码、密码和安全凭证）；或
  - (h) 删除、禁用、规避或修改我们为保护汇丰或客户或我们任何相关知识产权而实施的任何技术措施。

侵犯电易或汇丰的系统或网络安全可能导致民事或刑事责任

4.9 客户同意不得直接或间接：

- (a) 对电易或者任何与之有关或与之一同提供的软件、文件或数据的源代码、对象代码或基础结构、构思或算法（“专有资料”）进行逆向工程、反编译、反汇编或以其他方式试图发现上述内容；
- (b) 修改、翻译电易或专有资料，或在其基础上创作衍生作品，复制（除用于存档目的外）、租用、出租、分发、质押、转让或以其他方式转移电易或专有资料的权利或者设置权力负担；
- (c) 使用或访问电易以建立或支持，及/或协助第三方建立或支持与汇丰竞争的产品或服务；
- (d) 移除电易或专有资料上的任何专有通知或标签；或
- (e) 在本条款明确授予的权利范围之外另行使用电易或专有资料。

客户同意仅将电易和专有资料用于其自身的内部业务运营，而不转让、分发、出售、再版、转售、租赁、转租、许可、转授许可或转让电易或将其用于任何其他目的。

4.10 如果电易包含允许用户发布或分享内容、图像、音频文件、文本、样本代码或其他材料或作品（“帖子”）的功能，旨在被任何其他用户、汇丰或其他第三方查看的，则适用本第4.10条。客户特此授予汇丰，就与电易有关的任何目的，使用、复制、公开展示、公开表演、制作衍生作品和分发客户的帖子的永久、不可撤销、可转让、免使用费、全球性、非独占权利和许可，包括向第三方转授许可的权利，而无需客户或其他人的进一步同意，亦无需向其发出通知和/或给予报酬。此外，客户在此不可撤销地向汇丰陈述并保证：(a) 客户拥有一切必要权力、授权、权利、所有权和许可，向汇丰授予上述权利和许可；(b) 客户在电易上发布、提交和展示客户的帖子，以及汇丰行使上述许可，并无且未来亦不会(1) 违反任何适用的法律或政府法规，或从事会引起民事责任的行为；(2) 侵犯任何公开权或侵犯他人的隐私，或任何第三方的知识产权；并且(c) 客户的任何帖子均不：(1) 构成淫秽、色情、不雅、亵渎或其他令人反感的材料；(2) 对任何团体或个人构成歧视、仇恨或偏见，或侮辱；(3) 存在欺诈、虚假、误导或欺骗内容，包括“引战”（trolling）；(4) 含有暴力、欺凌、威胁或促进暴力、恐怖主义内容或对任何人或实体有威胁的行动；或(5) 存在诽谤或诋毁。

5. 准确信息

- 5.1 客户在设置其账户以使用电易时，必须向汇丰提供关于客户的准确信息，并同意更新该等信息以确保其保持最新。
- 5.2 如汇丰完全自主认定，客户未满足本第5条的条件，汇丰可终止客户使用和访问电易的许可。
- 5.3 汇丰将配合有关权力机构针对与个人使用电易有关的任何非法或涉嫌非法活动而进行的调查。

6. 不依赖

6.1 客户承认，尽管汇丰将尽商业上合理的努力使电易显示的数据保持最新（在该数据的更新不因数据传输问题而临时暂停/中断的情况下），但汇丰不保证该内容完整、准确、不中断或无误。

6.2 客户承认并同意：

- (a) 客户对其业务和其他活动，以及其业绩和遵守相关法律的情况负有全部责任和义务；
- (b) 电易是在普遍意义上编制的，对于客户的具体情况或要求可能未必合适或完整；
- (c) 电易的设计是为了帮助客户进行其商业活动，然而电易的设计也并非旨在保证履行法律、监管或政策合规义务；以及
- (d) 电易并非为了证明客户业务的合理性而设计或定制，包括任何特定的商业活动、地理位置、相关法律或法规，或适用于相关贸易管辖区的行业准则。

7. 客户数据及匿名数据

7.1 客户承认，为了让客户享受到电易的好处，电易将收集、处理和储存有关客户业务运营的数据，其中可能包括个人数据（即，任何数据(a) 直接或间接与在世的个人有关；(b) 可直接或间接确定该个人的身份；以及(c) 以一种可查阅或处理的形式存在）。这些数据被称为“客户数据”，并可能从一系列来源收集，包括通过

- (a) 由客户手动将这些数据输入电易；以及
- (b) 从API中自动提取数据。

7.2 在任何客户数据具备知识产权的范围内，客户授予汇丰使用、复制、修改和改编客户数据用于以下用途的永久、不可撤销、免使用费、可转

授许可且可转让的许可：(a) 向客户提供电易；(b) 确保电易和API的完整性和安全性；(c) 改善电易和API的交付；以及 (d) 开发与电易或API有关的新产品或服务（可能但未必在电易上提供）。

7.3 除了第7.2条授予的许可外，客户同意，汇丰可通过修改客户数据，从客户数据中创建新的数据，从而使客户的身份不被识别或不能从这些产生的数据（“匿名数据”）中合理识别出来。此后，汇丰可以为法律允许的任何目的操纵、处理、交易、复制、分发和永久保留该等匿名数据，而无需进一步通知客户。为明确起见，匿名数据可用于统计分析、与其他数据汇总、提供给第三方（包括换取向汇丰的付款或其他商业利益）、制定基准、出版以及通过小工具展示给电易的任何用户（包括与客户无关的用户）。

7.4 汇丰欢迎对电易的反馈、意见和改进建议（“反馈”）。客户特此授予汇丰根据客户拥有或控制的任何及一切知识产权，为任何目的及在任何国家使用复制、修改、在此基础上创造衍生作品、分发副本和以其他方式利用该反馈的免使用费、全球性、可转让、可转授许可、不可撤销的永久许可。如果客户在反馈中拥有根据适用法律不能许可汇丰的权利（如精神权利及其他人格权利），客户特此放弃并同意不主张这些权利。客户理解并同意，客户是自由提供反馈意见的，汇丰并不必须使用这些反馈意见，而且客户不会因反馈意见而得到任何报酬。客户陈述并保证，客户在所提供的反馈中拥有的权利足以授予汇丰和其他受影响方上述权利，包括知识产权或公开权或隐私权。

如您身为第三方并认为电易未经您的许可而提供了知识产权，请通过 [merchantbox@hsbc.com.hk](mailto:merchantbox@hsbc.com.hk)联系我们。

## 8. 数据隐私

8.1 您的个人数据将按照我们的《隐私及安全政策》（<https://www.business.hsbc.com.hk/en-gb/regulations/privacy-and-security>）进行处理。使用电易，表示您同意该等处理。

## 9. 使用限制及可用性

### 9.1 客户承认：

(a) 互联网属于公共通讯网络，不受汇丰或任何第三方提供商的控制，互联网任何部分的运作所受到的干扰和中断均可能导致电易延迟或无法提供服务；

(b) 电易可能未经通知，因任何理由随时中断访问和使用；

(c) 尽管汇丰将就任何计划维护或预期干扰或中断电易服务的其他情况，努力提供合理通知，但汇丰无须提供该等通知；

(d) 汇丰对电易任何部分的任何延迟、故障或错误不承担责任；且

(e) 客户使用电易将自担风险，汇丰不对因其依赖电易而引起的任何损失或损害而承担任何责任。

9.2 汇丰可随时变更、暂停、停止、取代、替换电易的任何方面，或者限制对其任何方面的访问。在符合适用法律的前提下，客户承认，汇丰可能随时终止向客户提供与使用电易有关的任何数据，而不进行通知。客户同意，汇丰就电易并无任何维护或支持义务。

## 10. 营销及分析工具

10.1 如果汇丰有意将自客户收集到的任何客户信息（包括姓名和联系方式）用于直接营销目的（例如，发送与电易或汇丰有关的新闻、优惠或促销活动的营销通讯），汇丰将事先取得客户的同意（或表示不反对）。如果汇丰有意将自客户收集到的客户信息（包括姓名和联系方式）提供给第三方，供其用于直接营销，汇丰将事先取得客户的同意（或表示不反对）。如果客户同意接收营销通讯，但未来不希望接收，客户可以随时通过以下适用方式自由选择接收或不接收这些信息：(a) 按照电子邮件中的取消订阅指示或超链接；或 (b) 通过本条款中的联系方式通知汇丰，表示客户不希望再接收营销通讯。汇丰可能会在必要时向客户发布与服务有关的公告（例如，当汇丰因系统维护而暂停某项服务时）。客户可能无法选择不接收这些与服务有关的非促销性质的公告。

10.2 关于我们使用cookies的信息，请点击此处查看汇丰的《隐私和安全政策》。

## 11. 终止

11.1 汇丰可随时终止电易或其任何部分的访问或其可用性（包括对任何汇丰内容的访问），而不承担责任。当如此终止时，汇丰可能会永久停止客户对电易的访问。汇丰将尽商业上合理的努力，向客户提供终止电易服务或任何汇丰内容的访问的合理通知（该通知可通过任何方式提供，包括通过电易）。客户可要求汇丰停止客户访问电易，以终止本条款。本条款终止后，授予客户的权利将自动终止，客户不得再行使任何该等权利或本条款，但该等终止并不妨碍汇丰或其关联方就该等终止生效前可能产生的任何诉讼理由对客户提起诉讼。在符合适用法律的前提下，汇丰可自主决定在该等终止前，允许客户持续访问和使用电易。以下条文在本条款终止后仍然有效：即，第4、7、8、11及13至17条。

## 12. 暂停

12.1 如果汇丰合理地认定：

(a) 有任何违反本条款的行为；或

(b) 电易受到威胁或攻击，或出现其他可能对电易、任何API或电易的任何客户的正常运作造成风险的事件，汇丰可以临时暂停客户对电易的访问。

12.2 汇丰将尽合理努力向客户提供以下信息：(a) 暂停的原因，及 (b) 暂停后恢复使用电易的最新情况。

12.3 汇丰不对客户因电易暂停而可能产生的任何损害、责任、损失（包括任何数据或利润的损失）或任何其他后果负责。

## 13. 责任限制及补偿

13.1 除了相关法律所隐含的保证、条件、权利或担保（在协议中排除这些保证、条件、权利或担保，会违反成文法或导致本协议部分或全部无效）（“不可排除权利”）外，汇丰不提供任何种类的陈述、保证和条件（无论明示、默示或书面、口头、合同或法定），包括关于适用性、特定用途的适用性、所有权和不侵权的默示保证，以及因交易过程或行业惯例而产生的任何保证。客户同意，汇丰以“现状”和“现有”的方式提供电易和汇丰内容，汇丰不保证电易或汇丰内容是完整的、适合客户的目的或准确的，也不保证电易或汇丰内容的间断使用或无误运行。汇丰不对电易或其组成部分的质量、准确性、及时性、真实性、完整性或可靠性作出任何保证。

13.2 除了与侵犯任何不可排除权利有关的责任及第13.3条所述的责任外，在适用法律允许的最大限度内，对于因本条款或电易或电易的延迟或无法使用或缺少功能而引起的或与之有关的任何损失，即使我们存在过错、侵权（包括过失）、严格责任、补偿、产品责任、违反合同、违反保证或其他情况，即使我们已被告知可能发生此类损害，汇丰亦不承担任何形式的责任。

13.3 对于与违反任何不可排除权利有关的责任，在适用法律允许的限度内，汇丰的责任仅限于（依其选择）维修或更换任何有缺陷产品的费用，或重新提供或支付重新提供任何有缺陷服务的费用。

13.4 在任何情况下，汇丰、其关联方或其供应商（或其各自的雇员、高级职员、代表或代理人）均不对客户的任何以下情况负责：

(a) 特殊或意外损害；

(b) 间接或衍生损失；

(c) 惩罚性损害或任何其他金钱损失；

(d) 利润、收入、储蓄或隐私的损失；

(e) 数据或者保密或其他信息的损失或损坏，包括传输或接收数据失败；

(f) 业务中断；或

(g) 人身伤害；

上述各情形，均不论如何引起，亦不论因使用或无法使用电易或任何API而引起或与之有关，或另与本条款的任何条文有关，即使汇丰已被告知可能发生此类损害。



- 13.5 就因以下原因引起的或与之相关的一切损失、费用、损害赔偿、责任及开支（包括合理的律师费），客户同意补偿汇丰、其关联方，以及汇丰及其关联方各自的董事、高级职员、雇员和代理人，并使之免受损害：(a) 因客户违反其在本条款中的任何承诺、陈述或保证而导致的任何第三方索赔；(b) 与提供关于使用电易的法律、财务或其他专业意见有关的任何索赔；或 (c) 客户访问或使用电易或汇丰内容（包括在注册时或就使用电易，提供了不准确和/或不真实的信息，包括对代表客户进行注册的个人授权的任何不实陈述）。客户同意偿付汇丰根据第13条所涵盖的任何事项而支付的任何款项或遭受的损失，无论依据法院判决或和解。
- 13.6 对充分保护和备份数据及/或设备并采取合理和适当的预防措施，扫描计算机病毒或其他破坏性的属性，客户负有完全责任。对于可能用于电易的任何第三方软件的准确性、功能或性能，汇丰不作任何陈述或保证。
- 13.7 即使任何救济未能提供足够的赔偿，本第13条中的免责条款亦适用。

#### 14. 自/向汇丰发出的通知

- 14.1 汇丰可不时发出，并且客户同意接收关于电易的通知。汇丰将尽商业上的合理努力，通过电子邮件、在汇丰网站上发布或通过电易来发送该等通知。在根据本条款第14条通知任何此类变更后，继续使用电易即表示同意更新后的条款。
- 14.2 如果您有任何意见、问题或投诉，或希望根据本条款发送通知，您可以通过merchantbox@hsbc.com.hk联系汇丰。

#### 15. 转让

- 15.1 未经汇丰事先书面同意，客户不得转让其在本条款下的任何权利或义务，无论通过法律的执行或其他方式。客户未经上述同意，试图转让或让渡本条款的行为无效。
- 15.2 汇丰可以将本条款完整转让或与任何一方，无需通知客户。在符合上述约定的情况下，本条款将对各方、其继承人及获准受让人具有约束力并使之受益。

#### 16. 其他条款

- 16.1 本条款是双方之间关于电易的全部协议，取代一切先前或同期关于电易、任何API或本条款所涉及的任何其他主旨事项的口头或书面沟通、建议和陈述。
- 16.2 本条款描述了某些法定权利。根据客户所在司法管辖区的法律，客户可享有其他权利。如果本条款中任何条文的部分或整体非法或不可强制执行，则必须将该等部分或条文从本条款中分离出来，且不影响本协议其余条款的继续履行。本条款中对保证及救济的限制和排除未必适用于客户，因为客户的司法管辖区未必允许在客户的特定情况下如此为之。如果本条款的某些条文被有管辖权的法院或裁判机构认定为不可强制执行，这些条文将仅在适用法律下的最大限度内强制执行，本条款的其余条文将保持完全有效。
- 16.3 除非本条款中明确载明，客户及客户的作为或不作为不会产生本条款下的任何其他权利。汇丰未能强制执行本条款的任何权利或条文，不视为放弃该权利或条文。放弃本条款下的任何权力或权利，必须以书面形式由有权受惠于该权力或权利的一方的授权代表签署，并且仅在该书面弃权所载明的范围内有效。除非本条款中明确载明外，任何一方根据本条款行使其任何救济均不影响其在本条款下或其他方面的其他救济。
- 16.4 本条款的原文为英文，任何翻译仅供参考。
- 16.5 根据《合约（第三者权利）条例》（第623章），并非本条款一方的人无权强制执行其任何条款。
- 16.6 本条款中的任何内容以及根据本条款采取的任何行动，均不会在您和汇丰之间建立委托人和代理人的关系，或者以其他方式授权您约束汇丰。
- 16.7 客户陈述并确认：(i) 客户，(ii) 客户的任何关联方（如适用），或 (iii) 客户的任何董事、高级职员、雇员、代理人或关联方或客户的任何附属公司（如适用），均不属于以下个人或实体（“人士”）或由以下人士拥有或控制：(a) 美国财政部外国资产控制办公室、美国国务院、联合国安全理事会、欧盟、英国财政部、香港金融管理局或任何其他相关制裁机构实施或执行的任何制裁（统称为“制裁”）的对象；或 (b) 位于、组建于或居住于不时成为制裁对象或其政府不时成为制裁对象的国家或地区。客户同意不会直接或间接将电易用于：(a) 从事在使用电易时属于制裁对象的任何人士的活动或业务或与之进行任何活动或业务，或在使用电易时属于制裁对象或者其政府属于制裁对象的任何国家或地区，开展活动或业务；或者 (b) 以任何其他方式，导致任何人士违反制裁。
- 16.8 除非语境中明确某条规则不适用，本条款的解释和理解将遵循以下规则：
- (a) 凡提及：
- (i) 法律（包括从属法律），指经修订、重新制定或替换的法律，并包括根据其发布的任何从属法律；
  - (ii) 文件或协议（包括本条款）或文件或协议的某项条文，指经不时修订、补充、替换或更新的该文件、协议或条文；
  - (iii) 本条款或任何其他文件或协议的一方，包括该方的获准替代人或获准受让人；
  - (iv) 某条，指本条款的相关条文；及
  - (v) 人或实体，包括任何类型的实体或团体（无论其是否具有法人地位或具有独立的法律身份）以及该人的任何遗嘱执行人、管理人或法定继承人；
- (b) 单数词语，包括复数含义，反之亦然；
- (c) 一般性词语，不因其后跟随的特定的例子而被赋予限制性的含义，任何由“包括”、“包含”、“特别是”或任何类似表达方式引导的词语将被理解为具有说明性，任何这些词语后面的词语不会限制在其之前词语的含义；
- (d) “附属公司”一词具有《公司条例》（香港法例第622章）第15条所规定的含义；
- (e) 本条款中的标题仅供参考，不影响本条款的解释或理解；及
- (f) 如果汇丰在本条款下有任何义务，汇丰的任何成员（包括其任何附属公司、相关法人团体、关联实体和经营者以及其任何分支机构）履行该义务（全部或部分），将被视为（在相同程度上）由汇丰履行。

#### 17. 管辖法律及争议裁判机构

- 17.1 本条款以及因其产生的或与之有关的任何非合同义务，受香港法律管辖并依其予以解释。
- 17.2 各方不可撤销且无条件服从香港法院的排他管辖，与本条款或电易有关的任何争议解决程序或法律诉讼均必须在香港进行。不论本条款中存在任何相反内容，任何一方均始终可想有管辖权的法院申请禁制令或任何其他法律或衡平法上的救济。