

汇丰银行短信提示服务条款和条件

凡使用汇丰银行（中国）有限公司在中国内地提供的短信提示服务的，均应受下述条款和条件的规范。

重要提示：在贵司使用短信提示服务之前，请务必仔细阅读下列条款，尤其是标注为黑体的条款。如有任何问题或异议，请及时提请汇丰银行（中国）有限公司予以说明。贵司登记使用短信提示服务，即表示银行已经应贵司的要求作了相应的说明而且贵司已清楚地理解和接受下列所有条款，并同意受其约束。

1. 定义

a. 在本条款中，凡提及：

「指定移动电话」指使用贵司根据下列第 4 条 a 款的规定所指定的、用以接收短信提示服务的号码的移动电话；

「包括」指包括但并不限制其前后文的宽泛语义所涵盖的范围；

「本行」指汇丰银行（中国）有限公司；

「贵司」指贵司以及贵司的授权代表人，即本行客户以及客户的授权代表人。

2. 短信提示服务范围

a. 本行将不时确定短信提示服务的范围及特性，并有权在向贵司发出通知的情况下对该等服务范围及特性进行修改、扩大或缩减。

3. 短信提示服务启用/操作

a. 本行可因任何原因暂停或终止短信提示服务而无须另行通知。该等原因包括但不限于数据无效、指定帐户的关闭、有关的电信公司的网络或任何服务提供商的短信提示服务的故障、维护、更改、扩容及/或提升工程。对于该等暂停或终止，本行概不承担责任。

b. 贵司承认，贵司根据短信提示服务接收的任何信息只供参考之用，不应作为任何有关事项的最终证据。

c. 若就与短信提示服务有关或为短信提示服务而向本行提供的任何资料（包括与贵司的指定移动电话和为指定移动电话提供服务的电信公司有关的信息）发生任何更改，贵司应立即通知本行。

d. 若贵司的指定移动电话或相关的电信服务无法接通或已被暂停，贵司必须立即通知本行。

e. 若信息没有传送或延迟传送至贵司的指定移动电话，或信息有任何错误或传送失败，除非该等情况是由于本行或任何经本行指定提供短信提示服务的电信公司的疏忽或故意不当行为所致，本行或该等电信公司均无须对此负责。特别是对于本行或任何该等电信公司无法合理控制的情况所产生的后果，包括但不限于贵司的电信设备由于任何原因失灵而无法接收信息、设备或安装的任何通讯中断、机械故障、路径故障、功能故障、失灵、中断或错误，本行和任何该等电信公司均不承担任何责任。

f. 贵司须负担贵司的电话服务提供商及/或向贵司提供电信设备或该等设备服务的任何电信公司就短信提示服务收取的任何费用、收费或支出。

g. 贵司保证，尽贵司所知，贵司就短信提示服务向本行提供的所有资料均属准确。

h. 对本行因同意提供短信提示服务所可能导致的或本行可能因此蒙受、遭受或招致的任何性质的诉讼、索赔、要求、责任、损失、损害、费用及支出，贵司承诺给予补偿。

4. SMS 短信的发送

a. 贵司可指定一个接收短信提示服务的移动电话号码，本行只会将短信提示向贵司登记的一个号码发送。贵司的指定移动电话必须是能够接收短信提示服务的电信设备兼容件。

b. 若任何 SMS 短信出现不正常的情况，贵司将尽可能快地通知本行。

c. 本行的 SMS 短信只发送一次。若贵司删除本行所发送的 SMS 短信，被删除的短信不再重发。

d. 本行所发的 SMS 短信是单向的，贵司无须回复。

e. 如果任何看来由本行通过短信提示服务发出的 SMS 短信要求贵司以 SMS 短信方式提供贵司的帐户或密码情况，贵司绝对不能回复，因为本行绝不会通过此种方式作出如此要求。

5. 安全

a. 贵司须负责贵司的指定移动电话的安全，并必须采取一切合理的预防措施防止任何其他人读取任何秘密信息。

b. 对于贵司欲通过短信提示服务接收资料的每个帐户，本行建议贵司挑选属于贵司的一个别名、昵称，避免使用诸如贵司的名称或帐号等容易猜中的名称。对指定移动电话收到的载有贵司指定帐户资料的短信提示，贵司应查核该等短信提示是否载有贵司就该等帐户指定的别名、昵称。

c. 贵司在任何时候均应使用贵司的指定移动电话上的 SIM 卡个人识别密码（「SIM 卡个人密码」）。如果贵司知道其它人已经知道或怀疑其它人已经知道贵司的 SIM 卡个人密码，即须重新设定。在选择或使用 SIM 卡个人密码时，应避免选择容易被人猜中的号码。

d. 不要将贵司的 SIM 卡个人密码或别名、昵称告诉任何人，也不要用人可能理解的方式写下来。

e. 若贵司知道或怀疑有人获悉贵司的 SIM 卡个人密码或别名、昵称，或者贵司指定的移动电话号码发生变更，或贵司的指定移动电话遗失、被窃或不再由贵司控制，或贵司与网络运营商的合约终止，贵司必须尽快通知本行。

f. 在贵司使用 SMS 短信提示服务的情况下，贵司应核对 SMS 短信提示发信人的电话号码，以确保其真实性，且确实由本行发出。

- g. 若贵司携带指定移动电话离开中华人民共和国内地, 应暂停 SMS 短信提示服务。若贵司携带指定移动电话离开中华人民共和国内地但并未暂停短信提示服务, 贵司将被视作已授权本行、网络运营商及任何第三方为提供 SMS 短信提示服务而将贵司及贵司帐户有关的资料, 传送及储存于某些必要的国家或地域, 以使短信提示能够传送到贵司的指定移动电话。
6. 责任
- a. 若本行可证明已将短信提示发送给贵司的指定移动电话, 则对于贵司由于没有收到准确的短信提示或根本没有收到短信提示所遭受的损失, 本行概不负责。
- b. 若贵司没有遵守第 5 条的规定, 本行无须就任何秘密资料的泄露负责。
- c. 若由于本行不能合理控制的事件或情况, 包括但不限于技术故障、任何当事方员工的罢工和劳工行动或者通讯或路径故障, 导致本行不能提供全部或部分短信提示服务, 本行无须对贵司由此遭受的任何损失负责。
- d. 基于短信提示服务的性质, 若贵司由于使用短信提示服务导致贵司的资料、指定移动电话、电信设备或其它设备发生任何损失或损害, 除非该等损失或损害是直接且完全由于本行的疏忽或故意所致, 本行将无须负责。
- e. 为短信提示服务提供支持的第三方并非本行的代理人, 亦非本行的代表。本行与该等第三方之间并无任何合作、合伙、合营或其它关系。本行不对为短信提示服务提供支持的第三方的服务质量作任何陈述或提供任何担保。对于系统运营商造成的任何损失, 本行概不负责。
- f. 短信提示服务中涉及到的任何信息在任何时候均不应被视为本行提出的提议、要约或要约邀请, 也不应被视为本行直接或间接地提供任何投资, 法律, 会计, 税务或理财咨询服务。
7. 定价及收费
- a. 本行保留在向贵司发出通知的情况下, 不时修订任何现有收费结构及/或加收费用的权利。
8. 暂停及终止短信提示服务
- a. 若本行怀疑贵司并未收到短信提示或贵司的短信提示正被未经授权人士读取, 则本行不论是否向贵司发出通知, 均可暂停或终止短信提示服务。
- b. 本行可随时全权酌定向贵司发出暂停或终止短信提示服务的通知, 并有权从贵司指定帐户中扣取任何到期未付的费用或收费。
- c. 短信提示服务的任何终止或暂停不会损害或影响贵司与本行于暂停或终止日之前已产生的义务和权利。
9. 适用条款
- a. 贵司使用短信提示服务时, 必须遵守本条款和条件以及本行不时通知贵司的其它适用的条款及条件。
- b. 如果本条款和条件与其它条款及条件互相抵触, 在此情况下, 本条款和条件(就贵司使用短信提示服务而言)将优先于其它条款及条件。
- c. 本行保留在向贵司发出通知的情况下, 单方面随时酌情更改、修订或修改本条款和条件的权利。
10. 通知
- a. 贵司保证将有关在本行登记的任何地址或其他个人信息的改变用书面方式通知本行。所有送往贵司在本行登记的联系地址或通过 SMS 短信提示服务发送至贵司的指定移动电话的信息, 将被视为在本行发送时已被贵司收到。如果本行认为向贵司在本行登记的联系地址或贵司的指定移动电话已不能被贵司收到, 本行可以全权酌定停止发送以后的信息。
- b. 本行可采用本行认为合适的方法和通讯方式向贵司发出通知, 包括但不限于直接邮寄材料、广告、在分行张贴告示、电子通讯方式, 如电子邮件或通过 SMS 短信提示服务。
11. 宽免
- a. 本行就本条款和条件中规定的权利的放弃须书面作出方能在其明确列明的范围内有效。
- b. 本行没有行使、延迟行使或暂时不行使任何权力或权利, 不构成对该项权力或权利的放弃。本行任何单独一次或部分行使任何权力或权利, 不会妨碍本行日后行使该项权力或权利或行使任何其它权力或权利。
- c. 本行根据本条款及细则享有的权利和救济是累积的, 并不排除法律规定的其它权利及救济的适用。
12. 适用法律及管辖法院
- a. 短信提示服务及本条款和条件适用中华人民共和国法律并必须按中华人民共和国法律解释。双方服从中华人民共和国法院的非专属管辖权。如由中华人民共和国法院审理有关争议, 该法院应为本行所在地的有管辖权的法院。本条款和条件可由任何具有有效司法管辖权的法院执行。
13. 可分割性
- a. 如果任何具有有效司法管辖权的法院或行政机关裁定本条款和条件的任何部分不合法、无效或不能执行, 该项裁定并不影响本条款和条件其它部分的可执行性。
14. 准据文本
- a. 若本条款和条件的中、英文本有不一致的地方, 应以中文本为准。
15. 可转让性
- a. 不影响本行根据任何适用的法律或任何其它文件而享有的任何转让权, 本行可以不经任何人同意向汇丰集团拥有或控制 50% 以上股权的汇丰集团成员或本行的任何分行或支行转让其在本条款和条件项下的任何和/或所有权利和义务。

Terms and Conditions for HSBC's SMS Alert Service

THE USE OF SMS ALERT SERVICES MADE AVAILABLE BY THE HSBC BANK (CHINA) COMPANY LIMITED SHALL AT ALL TIMES BE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS.

Important note: please carefully read these terms and conditions before using the SMS Alert Service, particularly the bold terms and conditions. If you have any query on these terms and conditions, please promptly seek explanation from HSBC Bank (China) Company Limited. By registering to use the SMS Alert Service, you shall be deemed to have been given appropriate explanation by HSBC Bank (China) Company Limited at your request and have accepted and be bound by all these terms and conditions.

1. Definitions

a. In these Terms references to:

"designated mobile phone" means your mobile phone with the number nominated by you for receiving the SMS Alert Service under 4a below;

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

"our", "ours", "us" and "we" refer to the HSBC Bank (China) Company Limited;

"you", "your" and "yours" refer to you and your authorized representative, i.e., our customer and our customer's authorized representative.

2. Scope of SMS Alert Service

a. **We will from time to time determine or specify the scope and features of the SMS Alert Service and are entitled to modify, expand or reduce the same at any time upon notice to you.**

3. Opening/Operating SMS Alert Service

a. **The SMS Alert Service may without notice to you be suspended or terminated for any reason** including without limitation invalid data; closure of related account(s); breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company (ies) concerned in relation to their network or by any service provider in respect of the SMS Alert Service. **We will not assume any liabilities or responsibilities for any such suspension or termination.**

b. **You acknowledge any information received by you under the SMS Alert Service is for information only, and shall not be taken as conclusive evidence of the matter to which it relates.**

c. You shall promptly notify us of any changes to information provided to us related to or for the purposes of the SMS Alert Service including the details of your designated mobile phone and the telecommunications company providing or servicing it.

d. You must notify us immediately upon the disconnection or suspension of your designated mobile phone or relating telecommunications service.

e. **Neither we nor any of the telecommunications companies which may be designated by us for the purposes of providing the SMS Alert Service will assume any liability or responsibility for any failure or delay in transmitting information to your designated mobile phone or any error or failure in such information unless this results from negligence or wilful default on our part or such telecommunications companies. In particular, neither we nor any such telecommunications companies shall assume any liability or responsibility for the consequences arising from any cause beyond our or its reasonable control including without limitation failure of your telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation.**

f. You shall bear any fees, charges or expenses which may be imposed by your telephone service provider and/or any telecommunications company providing or servicing your telecommunications equipment in connection with the SMS Alert Service.

g. You warrant that all particulars given to us in connection with the SMS Alert Service are to the best of your knowledge accurate.

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

4. SMS Messaging

a. You may nominate the number of one mobile phone on which you will receive the SMS Alert Service as we will only send SMS Alert to one number registered by you. Your designated mobile phone must be a compatible piece of telecommunications equipment capable of receiving such SMS Alert.

b. You will inform us as soon as possible if any of the SMS messages appear to be irregular.

c. We will only send SMS messages once. If you delete the SMS messages which we have sent you they cannot be sent again.

d. Any SMS messages sent by us are one-way and you should not reply to such SMS messages.

e. **You should never respond to a request purportedly from us via the SMS Alert Service to provide your account or security details by SMS message as we will never make such a request.**

5. Security

a. You are responsible for the security of your designated mobile phone and must take all reasonable precautions to prevent any one else from accessing any confidential information.

b. For every account you intend to receive information about via the SMS Alert Service we recommend that you choose a nickname personal to you avoiding names easy to guess such as your name or the account number. You should check that the SMS Alert received on your designated mobile phone containing information about accounts you have nominated contain your nicknames for those accounts.

c. You should use at all times the SIM Card personal identification number ("SIM Card PIN Code") on your designated mobile phone and re-set the SIM Card PIN Code if you know or suspect someone else knows it. When choosing or using the SIM Card PIN Code avoid numbers which are easy to guess.

d. Do not tell any one else your SIM Card PIN Code or nicknames and do not write them down in a way that someone else may understand.

e. You must inform us as soon as possible if you know or suspect that someone knows your SIM Card PIN Code or your nick-names or if your nominated mobile phone number changes or if your designated mobile phone is lost, stolen or no longer under your control or if your contract with the network operator ends.

f. You should check the telephone number of the sender of SMS message under SMS Alert to ensure that they are genuine and have been sent by us.

- g. You should suspend the SMS Alert Service if you are taking your designated mobile phone outside the Mainland of the People's Republic of China. If you should take your designated mobile phone outside the Mainland of the People's Republic of China without suspending the SMS Alert Service you shall be deemed to authorise us, the network operators and any third party to whom information about you and your account has been passed for the provision of the SMS Alert Service to transmit such information and store information in such countries or territories as are necessary to send SMS Alert to your designated mobile phone.

6. Liability

- a. If we can show that the SMS Alert were sent to your designated mobile phone, we have no liability to you if you suffer loss due to the SMS Alert not being received accurately or at all.
- b. We will not be liable for any disclosure of confidential information where you have not complied with the provisions of Clause 5.
- c. We will not be liable to you for any loss you suffer due to any event or circumstance beyond our reasonable control which leads to the SMS Alert Service being wholly or partly unavailable as a result of but not limited to technical breakdown, strike and industrial action of any party or communications or path failure.
- d. Due to the nature of the SMS Alert Service, we will not be responsible for any loss or damage caused to your data, designated mobile phone, telecommunications equipment or other equipment caused by your use of the SMS Alert Service unless such loss or damage is directly and solely caused by our willful default or negligence.
- e. The third parties supporting the SMS Alert Service are neither agencies of us nor representing us. There is no co-operation, partnership, joint venture or other relationship with us. In no event shall we represent or guarantee the service quality of the third parties supporting the SMS Alert Service. We are not responsible for any losses caused by system operators.
- f. In no event shall any information provided under the SMS Alert Service be deemed as any proposal, offer or invitation for offer from us, nor as any investment, legal, accounting, tax or wealth management consultancy service directly or indirectly provided by us.

7. Pricing and Charges

- a. We reserve the right to revise any existing charging structure and/or make additional charges from time to time by notice to you.

8. SMS Alert Suspension and Termination

- a. We may suspend or terminate the SMS Alert Service, with or without notice to you, if it is suspected they have not been received by you or are being accessed by unauthorised person.
- b. We can suspend or terminate the SMS Alert Service upon notice to you at any time and in our absolute discretion and we will be entitled to deduct any outstanding fees or charges from any of your accounts with us.
- c. Any termination or suspension of the SMS Alert Service is without prejudice to and shall not affect the liabilities and rights which have accrued between you and us prior to the date of suspension or termination.

9. Applicable Terms

- a. When you use the SMS Alert Service, you must comply with these Terms and Conditions and other applicable terms and conditions that we may notify to you from time to time.
- b. If these Terms and Conditions contradict other applicable terms and conditions, these Terms and Conditions will (in relation to your use of the SMS Alert Service) override those other terms and conditions to the extent that there is a contradiction.
- c. **We reserve our rights to revise, amend or modify these terms and conditions from time to time and in our absolute discretion upon notice to you.**

10. Notice

- a. You undertake to notify us in writing of any change of address or other personal particulars recorded with us. **All communications sent to the contact details registered by you with us or via the SMS Alert Service to your designated mobile phone shall be deemed to be delivered to you at the time when the communication was sent by us. If in our opinion the communications sent further to the details registered with the Bank or to your designated mobile phone have failed to reach you we may in our sole discretion stop sending further communications.**
- b. **Any notice from us to you may be made in such manner and by such means of communication as we shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, electronic communications such as e-mail or via the SMS Alert Service.**

11. Waiver

- a. A waiver by us of any provision of these Terms and Conditions will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
- b. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.
- c. Our rights and remedies under these Terms and Conditions are cumulative and do not exclude other rights and remedies provided by law.

12. Governing Law and Jurisdiction

- a. The SMS Alert Service and these Terms and Conditions are governed by and must be construed in accordance with the laws of the People's Republic of China. The parties submit to the non-exclusive jurisdiction of the courts of the People's Republic of China. If the dispute is submitted to a court in the People's Republic of China, it must be submitted to a court having jurisdiction at our locality. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

13. Severability

- a. If any part of these Terms and Conditions is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts

14. Governing Version

- a. The Chinese version of these Terms and Conditions shall prevail if there is a difference between the English version and the Chinese Version.

15. Assignability

- a. **Without prejudice to any right of assignment enjoyed by us under any applicable law or any other documents, we may, without any party's consent, assign any and/or all of our rights and obligations hereunder to any HSBC Group member(s) that are/is more than 50% owned or controlled by HSBC Group or to any of our branch or sub-branch.**