

THE USE OF ANY AND ALL SERVICES AT OR UNDER HSBC INTERNET BANKING AND/OR MOBILE BANKING SHALL AT ALL TIMES BE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS.

HSBC BANK (CHINA) COMPANY LIMITED

TERMS AND CONDITIONS OF INTERNET BANKING AND

MOBILE BANKING

FOR PERSONAL CUSTOMERS

IMPORTANT NOTES: BEFORE USING THE BANK'S INTERNET BANKING OR MOBILE BANKING SERVICES, YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY, PARTICULARLY THE BOLDDED AND/OR UNDERLINED TERMS AND CONDITIONS. IF YOU HAVE ANY QUERY ON THESE TERMS AND CONDITIONS, PLEASE PROMPTLY SEEK EXPLANATION FROM THE BANK. YOU MAY CONTACT THE BANK BY VISITING RELEVANT BRANCHES OR SUB-BRANCHES OR BY CALLING THE BANK'S HOTLINE. YOU MAY ALSO VISIT THE BANK'S OFFICIAL WEBSITE WWW.HSBC.COM.CN OR THE OFFICIAL WECHAT ACCOUNT “汇丰中国客户服务” (WECHAT NUMBER: HSBCeBanking) TO ENQUIRE THE NEARBY BRANCHES OR SUB-BRANCHES, OR OTHER CONTACT INFORMATION OF THE BANK SUITABLE FOR YOU. BY REGISTERING OR LOGGING IN OR USING THE INTERNET BANKING OR MOBILE BANKING SERVICES, YOU SHALL BE DEEMED TO HAVE CLEARLY UNDERSTOOD AND AGREED TO BE BOUND BY ALL THESE TERMS AND CONDITIONS. RECEIVING PRODUCTS OR SERVICES PROVIDED BY THE BANK SHALL BE SIMULTANEOUSLY SUBJECT TO OTHER TERMS AND CONDITIONS AS MAY BE ENTERED INTO BETWEEN YOU AND THE BANK FROM TIME TO TIME. PLEASE ENSURE THAT YOU READ AND UNDERSTAND THOSE DOCUMENTS AND TERMS AND CONDITIONS IN CONJUNCTION WITH THIS DOCUMENT.

1. Internet Banking and Mobile Banking Services

- a. HSBC Bank (China) Company Limited (the “Bank” which expression shall, where the context allows or requires, include its successors and assigns) shall provide, subject to these Terms and Conditions of Internet Banking and Mobile Banking for Personal Customers (these “Terms and Conditions”) , (1) online services and facility (“Internet Banking”) through any Internet site established, operated and/or maintained by or on behalf of the Bank (“Internet Site”), and (2) mobile banking services and facility (“Mobile Banking”) through any application established, operated and/or maintained by or on behalf of the Bank and installed at the customer's mobile phone or any other handheld electronic device or equipment

- ("Application") to enable the Bank's individual customers (each a "Customer" which expression shall, where the context requires, include any personal representative or lawful successor of the Customer) to give instructions to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, benefits and privileges from the Bank and/or members of the HSBC Group.
- b. As part of the services, the Bank may through Internet Banking and/or Mobile Banking make available financial, market or other information and data ("Information") supplied by any person (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ("Reports").
 - c. **The Bank has the right to determine and vary from time to time the scope, feature and type of the Internet Banking and/or Mobile Banking services (the "Services") to be made available including, without limitation:**
 - i. **expanding, modifying or reducing the scope of the Services at any time;**
 - ii. **imposing and varying any restrictions on the use of the Services such as restriction on the value, amount or frequency of any transaction or dealing, or minimum and maximum daily limits with respect to the value of any transaction or dealing, or restriction on any type of transactions or dealings which the Customer may conduct by using the Services;**
 - iii. **prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of products, services, transactions or dealings. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones; and**
 - iv. **reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero, imposing any other restrictions or requirements on the Customer's use of the Services, or suspending or terminating the Customer's use of the Services in part or in whole if the Customer has not used the relevant Service(s) for a period of time that the Bank may designate from time to time.**
 - d. The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.

2. **Governing Terms and Conditions**

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, information, benefits and privileges from the Bank and/or other members of the HSBC Group as shall be made available from time to time. Using the Services to make any transactions or dealing shall be subject to these Terms and Conditions, Terms of Use, Privacy and Security Terms and other relevant terms applicable to Internet Banking, Internet Site, Mobile Banking or Application(s) of the Bank.

3. **Use of the Services**

- a. To access the Services for the first time, the Customer is required to register at the Internet Site or Application(s) of the Bank or through such other channel or in such other manner as the Bank may from time to time specify, to indicate his/her acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify to verify his/her identity.
- b. By registering to use the Services, the Customer warrants that all information provided by him/her to the Bank in relation to the Services is true, accurate, complete and up-to-date.
- c. The Services are for the sole and exclusive use by the Customer.
- d. The Customer shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer shall notify the Bank as soon as practicable if he/she becomes aware of such use.
- e. Any exchange rate, interest rate, fee rate, dealing rate and other prices and information quoted by the Bank on the Internet Site or the Application(s) or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon the Customer's confirmation of his/her acceptance irrespective of any different rate, price or information quoted by the Bank previously.
- f. The Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet or mobile network.

4. **Identity Verification**

- a. **Depending on different service channels, different products, services, transactions or dealings, the Bank may adopt different Customer identity verification methods for Internet Banking and/or Mobile Banking Customers, including but not limited to identifying, verifying, checking the Customer's personal information (including but not limited to name, identity document number, mailing address, e-mail, mobile phone number, fixed telephone number, fax number), digital certificate, security device or other equipment provided by the Bank, Customer account number and other account**

information, Bank card and its card number, expiry date, CVV2 code, user name, login name, security question and answer pre-set by the Customer, any password, code, dynamic password, security code, verification code pre-set by the Customer or created or sent via security device, mobile phone, email or other equipment or methods, and/or Customer's biometric features (including but not limited to fingerprints, sounds, facial features), and etc.. The Bank may from time to time add, delete, or change the identity verification methods. The Customer agrees and confirms that once the identity verification process by adopting any of the above verification methods has been complete, the Bank may reasonably assume, without the need to further obtain any additional written or other confirmation from the Customer, that any operation made or any instructions given shall be reasonably deemed as made or given by the Customer himself / herself which represents his / her own intention, even if such operation or instruction may not actually be made or given by the Customer himself / herself.

- b. Where Customer's identity is verified via user name and password, the Customer shall follow the guidance provided by the Bank on the Internet Site or on the Application(s) to set up the user name (the **"User ID"**) and the password (the **"Password"**), based on which the Bank may verify the identity of the Customer when the Customer uses the Services. The Customer may change the Password at any time but any change shall be effective only if accepted by the Bank. Except as otherwise prescribed by the Bank, the User ID cannot be changed by the Customer.
- c. The Bank may, in its sole discretion require a Customer to use the security code (the **"Security Code"**, one-time password generated by the Security Device as defined below) to access the Services in the event of which it is the sole responsibility of the Customer to apply to the Bank for a security device (the **"Security Device"**, an electronic device used to generate the Security Code). The Customer shall apply for a new Security Device or a replacement of the old one if a Security Device, previously issued has been lost or has failed to function as intended.
- d. **The Customer shall act in good faith, exercise reasonable care and diligence in keeping in secrecy and safety the User ID, the Password, the Security Device, the Security Code, the mobile phone, the mobile phone verification code, the account information, the Bank card and the card number, personal information, the Customer's biometric features and other identity verification information, device or other media (collectively the "Identity Verification Information"), and shall ensure they are used in a secured environment. At no time and under no circumstances shall the Customer disclose the Identity Verification Information to any**

other person or permit the Identity Verification Information to come into the possession, use or control of any other person.

- e. **The Customer shall be fully responsible for any accidental or unauthorised disclosure of the Identity Verification Information to any other person (including, in the case where mobile phone verification code is used for identity verification, the disclosure of mobile phone verification code as a result of the mobile phone or the mobile phone number registered at the Bank being lost, stolen or out of the actual control of the Customer), and shall bear the risks of the Identity Verification Information being used by unauthorised persons or for unauthorised purposes.**
- f. Once the Customer is aware or suspects that the Identity Verification Information is disclosed to, and/or the Security Device is lost or has otherwise come into the possession, use or control of any unauthorised person or there is any unauthorised use of the Services, the Customer shall notify the Bank in person as soon as practicable, or by telephone at such telephone number(s) as the Bank may from time to time specify (and the Bank may ask the Customer to confirm in writing any details given) and shall request suspension or termination of the Services in part or in whole. **Until the Bank's actual receipt of such notification and completion of the required operation (i.e., suspension or termination of the Services in part or in whole as requested by the Customer), shall the Customer remain responsible for any and all use of the Services by unauthorised persons or for unauthorised purposes.**
- g. The Customer should be alert and never respond to a request purportedly from the Bank via the mail, telephone or email to provide the Customer's account number, Password, Security Code, mobile phone verification code or any other security information as the Bank will never make such a request. The Customer shall be responsible for the security of the Customer's computer, mobile phone or other telecommunication equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information including the eStatements/eAdvices.

5. Customer's Instructions

- a. The Customer is required to quote any one or more of the User ID, the Password, the Security Code, the mobile phone verification code and any other identifiers as may be prescribed by the Bank from time to time in order to log in to use the Services and give instructions to the Bank. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
- b. **Any instruction in connection with the Services, once given, by using the User ID, the Password, the Security Code, the mobile phone verification code and such other identifiers of the Customer**

as prescribed by the Bank, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the HSBC Group. No matter given by the Customer or by any other person purporting to be the Customer, any such instructions, as understood and acted on by the Bank or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on the Customer. The Bank and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User ID, the Password, the Security Code, the mobile phone verification code, personal information and such other identifiers (if any) of the Customer.

- c. The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- d. Advice or confirmation that an instruction has been received and/or a transaction has been carried out through the Services will be provided by the Bank via its Internet Site or Application(s). Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission. It is the duty of the Customer to check such advice or confirmation. It is also the duty of the Customer to enquire with the Bank if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- e. Information relating to any account or transaction made available on the Internet Site or Application(s) is for reference only. The Bank's records of such account and transaction shall be conclusive unless and until the contrary is established.
- f. The Bank may from time to time provide the service of "View Account History", which will facilitate the Customer to view the transaction history of a certain account online. The transaction history available for such enquiry is subject to the retention period of the Bank's records.
- g. **Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts of the Customer or the Services generally, the Bank may, in its reasonable discretion and without any liability, refuse to act on or delay acting on the instruction.** And in that event, the Bank will, to the extent possible, inform the Customer as soon as practicable.

6. **eStatement/eAdvice**

- a. For the purpose of eStatement/eAdvice Service, references to:
'Account' means any type of account offered by the Bank, including, without limitation, deposit account, credit card account, loan account, and investment account.

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

'eAdvice' means an Advice issued or provided by the Bank in electronic form under the Service.

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

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

- b. **Once the Customer has registered for the Internet Banking or Mobile Banking Services, the Bank will make the eAdvices available to the Customer for review and downloading through the Internet Site or Application(s), the corresponding Advices (i.e., in its/their paper form) will no longer be sent to the Customer's mailing address or otherwise provided unless otherwise stipulated, including that set out in Clauses 6d below.** Notwithstanding the foregoing, the following Advices will be sent to the Customer in paper form: (i) Advices generated and provided to the Customer during the course of transaction(s) conducted personally over counter; (ii) Telegraphic Transfer Credit Advice, Interest Rate Change Advice; (iii) PIN/Password.
- c. **Once the Customer has registered for the Internet Banking or Mobile Banking Services, the Bank will make the eStatements available to the Customer for review and downloading through the Internet Site or Application(s), the corresponding Statements (i.e., in their paper form) will no longer be sent to the Customer's mailing address or otherwise provided unless otherwise stipulated, including that set out in Clauses 6d below.** The eStatements will be made available to the Customer by the Bank following the statement cycle that the Customer has last requested and registered with the Bank. If there is no account activity within one or more months after the period covered by the most recent Statement or eStatement, the Bank need not send the monthly Statement(s) or eStatement(s) for that/those month(s).
- d. During such time when the Customer is registered for the eStatement/eAdvice Service, the Customer may request the corresponding Statement/Advice of an eStatement/eAdvice to be sent to the Customer's mailing address last registered with the Bank or be otherwise provided by the Bank in addition to that eStatement/eAdvice, but such a request is at all times subject to the Bank's decision. Fees as the Bank may determine from time to time shall be charged for such request.

- e. An eStatement or eAdvice provided by the Bank shall be deemed to be delivered to the Customer at the time when such eStatement or eAdvice was, according to the Bank's record, made available to the Customer through the Internet Site or Application(s). The Customer agrees to log on the Internet Banking or Mobile Banking to obtain and carefully review and examine each and all eStatements and/or eAdvices proactively and in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorised transactions or other irregularities arising from whatever cause, including, without limitation, forgery, fraud, lack of authority or the Customer's negligence or negligence of any other person(s) ('Errors').
- f. **The Customer agrees that the eStatement shall, as between the Customer and the Bank, be conclusive evidence as to the balance shown therein and that the eStatement shall be binding upon the Customer. The Customer shall be deemed to waive any rights to raise objections in respect thereof unless the Customer notifies the Bank (via such means and in such format and manner acceptable to the Bank) of any such Errors within 90 days after the eStatement has been deemed to be delivered to the Customer. The Customer confirms and agrees that the Customer is responsible for logging on the Internet Banking or Mobile Banking to obtain and review each and all eStatements proactively and in a timely manner pursuant to these Terms and Conditions. If the Customer fails to do so, the Bank will not be liable to the Customer for any losses incurred after the time that the Error(s) should have been discovered.** Where the Account concerned is a joint account, the reference to 'Customer' in this Clause 6f shall mean all account holders of this joint account irrespective of the signing mandate.
- g. Where the Customer has selected or the Bank has designated, as the case may be, a certain type or category of eStatements and/or eAdvices under the Services, the Bank will, without further notice and unless the Bank specifies otherwise, include within the Services the eStatements and eAdvices of all new Accounts that the Customer shall open with the Bank and the eStatements and eAdvices of all products and services that the Bank shall provide to or that shall be used by the Customer in the future, where the eStatement and eAdvices, in the Bank's view, fall within the said type or category.
- h. **The Customer confirms that the Customer has assessed and analysed all possible risks and therefore the Customer understands, acknowledges and accepts the same involved in using the eStatement/eAdvice Services.**

7. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services including, without limitation, to impose a

charge for its provision of the Security Device, and to revise such fees. The Bank shall determine the rate of any fee from time to time and give notice to the Customer of the fee rates by public notice at the Bank's official website or by other means within a reasonable period before they become effective. The fee rates shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. The Customer has the obligation to pay and hereby authorizes the Bank to deduct from his/her account the amount equal to the service fees or other fees charged by the Bank for the Services or in relation to the Services (including, without limitation, the fees charged by the Bank for sending corresponding Statement/Advice (i.e., in its paper form) of an eStatement/eAdvice to the Customer's mailing address) without any further notice to the Customer.

8. **Customer's Undertakings and Responsibilities**

- a. The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services. The Customer shall also ensure that all information including, without limitation, the Customer's address and other contact details provided to the Bank is at all times accurate, complete and up-to-date.
- b. The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or Application or any software comprised therein.
- c. The Customer acknowledges that it is his/her responsibility to determine independently market prices and rates for trading through his/her usual trading channels, to verify any Information and/or Report before relying on or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect the Customer under all applicable laws.

9. **Information and Information Providers**

- a. The Customer acknowledges and agrees that the Information, the Reports and their form, format, mode or selection, configuration, presentation and expression (collectively '**Confidential Information**') are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.
- b. Unless expressly permitted in these Terms and Conditions, the Customer shall not, and shall not attempt to:
 - i. sell, transfer, disclose, assign, convey, lease, sub-license, share, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate

- any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
 - ii. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
 - iii. incorporate or combine the Confidential Information with any other programmers.
- c. The restrictions on disclosure shall not apply to any Confidential Information:
 - i. where its disclosure is compelled by law but only to the extent required by law and only after written notice of the disclosure requirement has been given by the Customer to the Bank; or
 - ii. where the Bank has expressly agreed in writing to the disclosure.
- d. The Customer agrees that all rights, titles and interest in and relating to the Confidential Information and any and all related copyrights, patents, trademarks, service marks, proprietary properties, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access to the Information and the Reports via the Internet Site or Application(s) and subject to these Terms and Condition is conveyed or transferred to the Customer. The Customer shall not make any representation or take any action which may indicate that the Customer has any such right, title or interest.
- e. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Use of such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer's acceptance of the same.
- f. The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer.
- g. **Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truthfulness, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports of the Customer or any other person.**
- h. The Information will be made available in the same form as it is supplied by the Information Provider. The Information Provider directly supplying the Information to the Bank will be identified clearly. The Bank does not

endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.

- i. No warranty, representation or guarantee of any kind relating to the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorised to give any such warranty, representation or guarantee.

10. Liabilities of the Bank

- a. The Bank will take into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank and take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security facilities and to control and manage the risks in operating the systems.
- b. **The Bank shall ensure the security of the system facilities and security devices of the Mobile Banking and Internet Banking, and take reasonable protection measures. In the condition that the Bank has fulfilled its reasonable obligations, the Bank shall not be liable to the Customer, if the Mobile Banking and/or Internet Banking cannot be used normally, which results from the unpredictable and uncontrollable factors due to the Customer's own computer or mobile phone being attacked by viruses, Trojan horses, malicious programs, network congestion, system instability, equipment failures, communication failures, power failures, third-party service defects, government actions etc. At the same time, the Bank will take reasonable actions to actively resume the normal use as soon as possible.**
- c. The Bank will make all reasonable efforts to ensure that the Security Device provided to the Customer will function correctly to give Customer access to the Services under required circumstance and at required time. The Customer must notify the Bank immediately if any Security Device fails to function correctly and the only obligation that the Bank has in respect of such Security Device is to replace the same with a new Security Device at no cost to the Customer but only (i) upon the defective Security Device being returned to the Bank within 90 days after the date when the Security Device fails to function and (ii) if the Bank is satisfied that there is no default or negligence on the part of the Customer which results in or contributes to the Security Device's failure to function correctly. **Other than as specified in this Clause 10(c), the Bank shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness of any Security Device. In addition, the Bank cannot be held liable for any loss or damage incurred or**

suffered by the Customer for his/her failure to safe-keep and/or use the Security Device in accordance with the Bank's instructions and recommendations.

- d. Unless Clause 11(b) applies or due to the gross negligence or willful default of the Bank, any member of the HSBC Group or their respective officers or employees, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the HSBC Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:
 - i. use of the Services (including, without limitation, the use of the Security Device) and/or access to any Information by the Customer or any other person whether or not authorised;
 - ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services (including, without limitation, Customer's use of the Security Device), in transmitting instructions or Information relating to the Services or in connecting with the Internet Site(s) or Application(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government orders (whether or not having the force of law); and
 - iii. transmission and/or storage of any information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.
- e. In no event shall the Bank, any member of the HSBC Group or any Information Provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

11. Liabilities of the Customer

- a. Unless Clause 11(b) applies, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services (including, without limitation, the use of the

Security Device) and/or access to any Information or Report or any other information by the Customer or any other person whether or not authorised.

- b. Subject to Clause 4(f) and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Services as a result of:
 - i. a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 10(a);
 - ii. a manual or system error of the Bank; or
 - iii. a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees.
- c. **The Customer shall indemnify the Bank, any member of the HSBC Group, any Information Provider and their respective officers and employees from all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and from all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's rights under these Terms and Conditions, unless due to the gross negligence or willful default of the Bank, any member of the HSBC Group, any Information Provider or their respective officers or employees or unless Clause 11(b) applies.**

12. Variation and Termination

- a. **The Bank may suspend or terminate all or any of the Services or their use by the Customer.**
- b. The Customer may terminate the use of the Services at any time by giving to the Bank prior written notice.
- c. All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services by the Customer shall remain in full force and effect after suspension or termination including, without limitation, Clauses 3(b), 4, 8, 9, 10 and 11. Notwithstanding such suspension or termination, the Customer shall continue to be bound by the terms and conditions herein relating to any obligations or liabilities of the Customer which remain to be performed or discharged.

13. Disclaimer

This App is designed for use in Mainland China. The products and services represented within this App are intended for Mainland China customers. This App is provided by HSBC Bank (China) Company Limited ('HSBC

[China]'). HSBC China is supervised and regulated in Mainland China by China regulatory authority, including, but not limited to, China Banking and Insurance Regulatory Commission, People's Bank of China and State Administration of Foreign Exchange. If you are outside of Mainland China, we may not be authorized to offer or provide you with the products and services available through this App in the country you are located or resident in. This App is not intended for distribution, download or use by any person in any jurisdiction or country where the distribution, download or use of this material is restricted and would not be permitted by law or regulation.

14. Amendments

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any amendment and/or addition to these Terms and Conditions shall become effective when it has been posted on the Internet Site(s) or the announcement thereof has been displayed or published by the Bank, or the Bank has given reasonable notice thereof to the Customer by other means as the Bank thinks appropriate. The amendment shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of such amendment.

15. Communication

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.
- b. Communications delivered personally shall be deemed to have been received by the Customer at the time of personal delivery at the address last notified in writing by the Customer to the Bank; communication sent by post shall be deemed to have been received by the Customer 72 hours after posting if such address is in mainland China and seven days after posting if such address is outside mainland China; communication sent by facsimile transmission, telex or email shall be deemed to have been received by the Customer immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

16. Miscellaneous

- a. Where the account in question is a joint account, the reference in these Terms and Conditions to 'Customer' shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings carried out through the Services.

- b. Unless the context otherwise requires, 'person' includes an individual, a company, an enterprise and an unincorporated entity.

17. Governing Law and Jurisdiction

- a. The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the PRC.
- b. Each of the Bank and the Customer agrees to submit to the non-exclusive jurisdiction of the courts of the PRC.

18. Effectiveness

These Terms and Conditions are amended in September 2022 and are published on the Bank's official website (www.hsbc.com.cn). This amendment takes effect on 7 September 2022 and applies to all Customers who maintain or use the Services as of that date.