

Terms of Service for Smart Terminal Machine by HSBC China

Important Notes: Before using the multi-function machine services, please carefully read the following terms and conditions, in particular those marked in bold and/or underlined. If you have any doubt or objections, please consult the staff in our branches or call our customer service hotline 95366. By using our multi-function machine services, you represented that you have read and agreed to be bounded by this Terms of Service for Smart Terminal Machine by HSBC China (the “Terms of Service”).

1 Smart Terminal Machine Services

- 1.1 HSBC Smart Terminal Machine services are provided by HSBC Bank (China) Company Limited (“**HSBC China**” or “**the Bank**”) for customers (the “**Customers**”) to have self-services on the Smart Terminal machines (the “**STMSTM**” or “**the Services**”) to search information and make non-cash banking business such as transfer and remittance, account activation, personal data modification. The specific service items will be changed or modified by the bank from time to time, subject to the services provided on the STMSTM at that time.
- 1.2 **The STM service is for customers themselves only.** Customers shall complete the identity verification before using the smart all-in-one service.
- 1.3 The Bank may require different identification and verification methods for customers for different products, services or transaction types, including full self-service authentication and /or manual-assisted authentication. Identity verification methods include, but are not limited to, identification and verification of customer personal information (including but not limited to name, ID number, ID validity period, etc.), customer debit card password, etc. The Bank may from time to time decide to add, delete and change identification and verification methods. **The Customer agrees and acknowledges that the Bank does not need to obtain any additional confirmation in writing or in other ways from the Customer in his/her name after completing the identification and verification in any of the abovementioned ways, and the Bank may reasonably believe that the operation or instruction is made by the Customer or with his/her authorization, which shall be regarded as the true intention of the Customer, even if such operation or instruction is not actually made by the Customer. Disclosure/leakage of PIN is highly risky to cardholders. Each cardholder must take good care of his/her Debit Card and its PIN, which shall be used by the cardholder only. The Bank is entitled to deem each and all transactions done using the PIN of a Debit Card or other verification methods to be conducted by the cardholder, and the cardholder shall be responsible for the transaction payment.**
- 1.4 **If the Bank noted or suspects that there are circumstances that endanger the security of the Customer's bank card and account or other suspicious circumstances, the Bank may, in its reasonable judgment, refuse to provide the STM service to the Customer, and refuse to execute or postpone the**

Customer's instructions without being responsible for any liabilities.

- 1.5 The information provided by the STM on any accounts or transactions is for reference only. Unless proof to the contrary can be proved, all the information on accounts and transactions shall be based on the records of the Bank.
- 1.6 The supporting documents processed and printed through the STM shall be stamped with the relevant electronic seal of the Bank for the electronic documents. Please confirm whether the recipient of the supporting document approves the electronic version and the Customer may decide whether to print the electronic version accordingly.

2 Customers' Commitments and Responsibilities

- 2.1 The Customer shall provide such information as the Bank may reasonably request for the purposes of providing the Services. The Customer shall also ensure that all information provided to the Bank is at all times accurate, complete and up-to-date.
- 2.2 The Customer shall act in good faith, exercise reasonable care and diligence in keeping in secrecy and safety the bank card, password, Security Device, Security Code, mobile phone, verification code, account information, bank card information, 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.
- 2.3 The cardholder of the debit cards of the Bank must take good care of his/her debit card and its PIN, which shall be used by the cardholder only. The cardholder shall take reasonable care to properly keep the debit card, password and verification elements safe and prevent information loss or disclosure. According to the Debit Card Terms and Conditions of the Bank, the cardholder is responsible for the losses caused by the cardholder's poor custody of the debit card, leakage of the password, lending or handing the debit card to others, or informing others of the card transaction verification information, such as the debit card number, expiration date, mobile phone number etc.

3 Bank's Commitment and Responsibilities

- 3.1 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.
- 3.2 The Bank shall ensure the security of the system facilities and security devices of

the Services, 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 STM and Services cannot be used normally, which results from the unpredictable and uncontrollable factors due to the 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.

4 Fees

To the extent permitted by laws, regulations and regulatory requirements, the Bank reserves the right to charge services fees and/or other charges, provided that such change shall be announced in advance as required by laws, regulations and regulatory requirements and shall be stated in the Bank's Tariff of Accounts and Services for Wealth and Personal Banking Business. The Bank reserves the right to charge fees for the use and /or termination of the STM services and to adjust the fees. The Bank will publish an announcement on the official website (www.hsbc.com.cn) or otherwise notify the customers. The updated tariff shall be applicable to the Customers if the Customers use such STM services on or after the effective date of the update tariff.

5 Others

- 5.1 The Terms of Service for STM supplement (but do not replace) any other agreements, terms or documents between the Customer and the Bank. In terms of the STM services, the Terms of Service shall prevail, if it has any inconsistency with other agreements, terms or documents between the Bank and Customer.
- 5.2 The Bank may amend these Terms of Service at any time, which will immediately take effect upon the date that the Bank announce such amendments on the STM, post such notices at the branches or on the Bank's official website, or in other manners as the Bank deem appropriate. If the Customer does not accept the relevant amendments, the Customer has the right to stop using the STM service. If the Customer continues to use the STM service, it is deemed that the Customer has accepted such amendments.
- 5.3 The Bank may interoperate how it processes and protects the personal information of cardholders in accordance with its *Personal Information and Privacy Protection Policy for Personal Digital Banking Services*, *Personal Information and Privacy Protection Policy (For Personal Business)* and the relevant provisions in the *General Terms and Conditions (For Personal Account Holders)* and *Personal Accounts General Terms and Conditions*, all of which are updated from time to time. The cardholder may ask HSBC China for these abovementioned documents or read them on the website www.hsbc.com.cn, in order to understand the purpose, manner and scope of HSBC China's processing of personal information, how HSBC China protect such information, and to understand how the data subject may protect its rights and interests.

- 5.4 The Bank provides the relevant consultation and complaint handling to Customers through the Bank's branches/sub-branches and hotline, i.e. 95366.
- 5.5 These Terms of Service shall be governed by and construed in accordance with the laws of the People's Republic of China.