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## TERMS AND CONDITIONS FOR EMAIL eSTATEMENT SERVICE TO PERSONAL CUSTOMERS

### 1 Scope of Service

1.1 The following Terms and Conditions for Email eStatement Service to Personal Customers (“**these Terms and Conditions**”) apply to the provision of email eStatement service (the “**Service**”) by HSBC Bank (China) Company Limited (the “**Bank**”) to its personal customers (the “**Customer**”). The Service is also governed by the General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders).

For the avoidance of doubt, the Service does not include the eStatement service applied for and then used by the Customer under the internet banking service provided by the Bank, which shall be governed by the Terms and Conditions of Personal Internet Banking.

1.2 Unless otherwise agreed, all agreements, terms and conditions between the Bank and the Customer governing the Bank’s provision of respective services and products in Mainland China continue to apply. For the purpose of the Service, the provisions of these Terms and Conditions prevail over such other agreements, terms and conditions to the extent of any inconsistency between them.

2 For the purpose of the Service, terms used in these Terms and Conditions shall have the following meanings:

“**Account**” means all accounts ( ) maintained by the Customer with the Bank.

“**Email eStatement**” means a statement issued or made available by the Bank from time to time in electronic form in relation to the Account to the Email Address of the Customer under the Service.

“**Telecommunications Equipment**” includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers and any other electronic media or equipment.

“**Email Address**” means the most updated email address that the Customer registers with the Bank, which may be used to receive the Email eStatement under the Service.

“**Password**” means the password designated by the Bank or the Customer from time to time for accessing Email eStatement sent to the Customer’s Email Address.

“**Correspondence Address**” means the most updated correspondence address that the Customer registers with the Bank, which may be used to receive the statement in

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paper form.

“**person**” includes an individual, firm, company, corporation or unincorporated body of persons.

3 Apply for and Use of the Service

3.1 The Customer can apply for the Service by visiting a branch of the Bank or by means as accepted by the Bank from time to time. Once the Customer uses the Service, it will be applied to all accounts (including sole accounts and joint accounts) maintained by the Customer with the Bank.

3.2 To use the Service, the Customer should ensure that:

- (a) The Customer use such Telecommunications Equipment, telecommunications service provider and computer software that is capable of receiving and reading the Email eStatement, as accepted by the Bank from time to time, and be responsible for paying all fees, charges and expenses for such Telecommunications Equipment and services; and
- (b) The Customer’s Email Address is at all times (i) valid, (ii) up-to-date and (iii) capable of receiving the Email eStatement and any other messages from the Bank.

3.3 Under the service, the Bank shall provide the Email eStatement to the Customer by sending it to the Customer’s Email Address.

Unless otherwise decided by the Bank and subject to Clause 3.4 and 3.5, where the Bank has provided an Email eStatement to the Customer under the Service, it will not send the corresponding statement in paper form to the Correspondence Address of the Customer. Where the Customer is using the eStatement service under the internet banking service provided by the Bank, the Bank shall nevertheless provide the Service to the Customer.

3.4 During such time when the Customer is using the Service, the Customer may request for the corresponding statement in paper form to be sent to the Customer’s Correspondence Address. The Bank agrees to use commercially reasonable endeavours to accommodate such request.

- 3.5 In respect of each Email eStatement sent to the Customer by the Bank,
- (a) the Email eStatement shall be deemed to be delivered to the Customer at the time when such Email eStatement was, according to the Bank’s record, sent to the Customer’s Email Address, and the Bank will not re-send it again.
  - (b) If the Bank believes that it does not reach the Customer, it may (but is not obliged to) do the following(or any of them):
    - (i) re-send it in accordance with the procedures for re-sending Email eStatement set by the Bank from time to time;

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- (ii) notify the Customer by any way the Bank considers appropriate( for example by telephone at the telephone number registered with the Bank by the Customer) and the Customer must comply with any of the Bank's instructions in such notification in order to successfully receive the Email eStatement; and
  - (iii) send the corresponding statement in paper form to the Customer's Correspondence Address.
- (c) The Email eStatement is sent by the system and is a one-way message. The Bank cannot view or reply any message sent by the Customer to the email address from which the Email eStatement is sent.

3.6 The Customer is responsible for regularly checking the Email Address for Email eStatement, carefully reviewing and examining each and all Email eStatement, and advising the Bank as soon as possible, of any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause (including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person) (the "**Errors**"). **The Customer also agrees that the Email eStatement shall, as between the Bank and the Customer and save for manifest mistake(s), be conclusive evidence as to the balance shown therein and that the Email eStatement shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of any such Errors within ninety (90) days (or such other period as specified in the Email eStatement) after the date of its deemed receipt by the Customer.**

3.7 The Bank may use any person for supporting the Service, including any telecommunications service provider or other independent service provider. That person is not the Bank's agent and the Bank has no co-operation, partnership, joint venture or other relationship with it. **The Bank is not liable for any action, claim, loss, damage or expense of any nature which the Customer may suffer or incur arising from or in connection with any act, failure to act or omission of that person, unless such action, claim, loss, damage or expense is caused by the Bank's willful misconduct or gross negligence.**

#### 4 Security

4.1 **The Customer understands and accepts all possible risks involved in how Email eStatement is provided. Such risks may include that Email eStatement may be intercepted, monitored, amended, tampered with or disclosed to other parties without the Customer's authorisation.**

4.2 **An Email eStatement sent to the Customer will be secured by a Password.**

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**The Customer must keep secret the Password and other personal and account information which constitutes all or part of the Password. The Customer must also take all reasonable precautions to prevent the Password and Email Address from unauthorised or fraudulent use. The Customer should change the Password from time to time to guard against unauthorised or fraudulent access to the Email eStatement sent to the Customer's Email Address.**

- 4.3 The Customer should never respond to a request purportedly from the Bank via the Services to provide the Customer's account, Password, security details or the Customer's personal information as the Bank will never make such a request.
- 4.4 **The Customer is responsible for the security of the Customer's Telecommunications Equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information including the Email eStatements.**
- 4.5 The Customer should check the email address of the sender of the Email eStatement to ensure that the Email eStatement is sent by the Bank.
- 4.6 The Customer must promptly notify the Bank by calling the customer service hotline of the Bank if (a) the Customer fails to receive, access or view any Email eStatement, or (b) there is any delay in or any other problem with the Customer's receiving, accessing or viewing any Email eStatement from the Bank.
- 4.7 The Customer must notify the Bank by calling the customer service hotline of the Bank as soon as reasonably practicable of any matter which may affect the Customer's use of the Service. These matters include the following (or any of them):
- (a) if the Customer knows or suspects that any person knows the Customer's Password or email log-on credentials;
  - (b) if the Customer knows or suspects that any person has, without the Customer's authorisation, accessed the Customer's Email Address or any Telecommunications Equipment for receiving the Email eStatement, or there is any other irregularity about the Email Address ; or
  - (c) if the Customer's internet or telecommunications service or equipment has or will be suspended or terminated for any reason.
- 4.8 Change of Email Address by the Customer has to be effected by Customer logging onto HSBC Internet Banking (if the Customer is using the internet banking service) or visiting the branch(es)/sub-branch(es) of the Bank.

## 5 Liabilities

- 5.1** The Customer shall ensure that the Email Address is at all times (i) valid, (ii) up-to-date and (iii) capable of receiving the Email eStatement from the Bank. **If**

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**the Customer provides a wrong Email Address which leads to the failure in receiving the Email eStatement, the losses arising therefrom shall be borne by the Customer.**

- 5.2 The Bank is not liable for loss, damage or expense of any kind which the Customer may incur or suffer as a result of the following (or any of them):**
- (a) any failure or delay in providing the Email eStatement for any reason (including as a result of failure or error of any computer or electronic system or telecommunication or any other equipment);**
  - (b) any disclosure of confidential information;**
  - (c) any loss or damage to the Customer's data, software, Telecommunications Equipment or other equipment arising from or in connection with the Customer's use of the Service; and**
  - (d) any suspension or termination of the Service in accordance with these Terms and Conditions.**

**If, however, it is proved that any of the above events was caused by gross negligence or willful default of (a) the Bank, (b) the Bank's agents, or (c) the Bank's officers or employees or that of the Bank's agents, then the Bank will be liable for any loss and damage the Customer incurs or suffers that is direct and reasonably foreseeable arising directly and solely from such gross negligence or willful default.**

- 5.3 The Bank is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer as a result of any interruption, delay, failure or suspension (whether total or partial) in providing the Service to the Customer to the extent that it is attributable to any cause that is beyond the reasonable control of the Bank or its agents(including without limitation total failure in electricity supply or other supply, technical malfunction, computer breakdown or any other Telecommunications Equipment malfunction).**

## **6 Fees and Charges**

To the extent permitted by the applicable laws and regulations and the regulatory authorities, the Bank has the right to charge fees or to revise fees charged for the Service by giving the Customer reasonable notice. The Customer authorises the Bank to directly debit any fees charged for the Service from the Customer's accounts.

## **7 Termination or suspension of the Service**

**7.1 Except as otherwise provided under Clause 7.2 and 7.3, the Bank may terminate or suspend the Service by giving the Customer prior notice in a manner the Bank considers appropriate.**

**7.2 The Bank may suspend all or any part of the Service without giving the**

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Customer notice where it has reason to believe that (i) the security of the Email Address or the Email eStatement sent to the Customer has been compromised, or (ii) the Email eStatement will no longer reach the Customer at the Email Address.

7.3 The Bank is not obliged to give the Customer notice if the termination or suspension of the Service is attributable to any cause that is beyond the reasonable control of the Bank or its agents (including without limitation total failure in electricity supply or other supply, technical malfunction, computer breakdown or any other Telecommunications Equipment malfunction).

7.4 The Customer may notify the Bank to terminate the Service by means as required or accepted by the Bank from time to time.

7.5 During the suspension of the Service and upon the termination of the Service, the Bank will send the corresponding statement in paper form to the Customer's Correspondence Address, unless the Customer is using the eStatement service under the internet banking service provided by the Bank.

## 8 Variation of Terms

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. The Bank will give the Customer notice by way of display at the Bank's premises or by posting it on the internet site of the Bank or in any other manner the Bank considers appropriate. If the Customer continues to maintain or use the Services on or after the effective date of variation, the Customer shall be deemed have agreed to such change.

## 9 Governing Law

These Terms and Conditions are governed by and will be construed in accordance with the laws of the People's Republic of China (for the purpose of this document, it does not include the laws of Hong Kong Special Administrative Region, Macau Special Administrative Region, or Taiwan).

## 10 Effectiveness

These Terms and Conditions are amended in August 2021 and are published on the Bank's official website ([www.hsbc.com.cn](http://www.hsbc.com.cn)). This amendment takes effect on 11 August, 2021 and applies to all Customers who maintain or use the Services as of that date.