

# **Phonebanking Service General Terms And Conditions**



## 1. Important Notes

**The Phone Banking Service General Terms and Conditions apply to the phonebanking services at our bank. Before using or continue using the bank's phonebanking services, please be sure to carefully read and fully understand all the following Terms and Conditions, in particular those marked in bold and/or underlined. If you have any doubt or objections, please do not follow up but timely contact our bank (HSBC China customer service hotline 95366(24H, Mon-Sun), HSBC Fusion Retail Business Banking Service Hotline 400-820-1177(8:00-19:00, Mon-Fri / 8:00-16:00, Sat/holidays excluded)) to ask for an explanation. By applying for and using or continue using the bank's phonebanking services, you represented that you have read and agreed to be bounded by the Phonebanking Services General Terms And Conditions.**

## 2. Definitions:

In these Terms and Conditions, unless the context otherwise requires:

"Terms and Conditions" means the Phone Banking Service General Terms and Conditions.

"Bank" means HSBC Bank (China) Company Limited, including its successors and assigns.

"Account" means each of the Personal Account, Global Private Banking Account, Retail Business Banking Account.

"Authorised Delegate" means the person who is authorized by the Customer, usually a Retail Business Banking customer, to operate the Accounts through the telephone.

"Customer" means the person who is the holder of an account maintained with Bank. Where there is more than one such person, references to the "Customer" shall be construed, as the context requires, to any, all or each of them.

"PIN" means the personal identification number for the time being established for the Customers for the purpose of identification of the Customers in giving instructions to the Bank by telephone, including any code number assigned to the Customers by the Bank and any number(s) substituted by the Customers for that purpose.

"Telephone Instruction" means each and any instruction given by the Customers/Authorised Delegate by telephone that may be acceptable to the Bank from time to time.

"SMS OTP" means a one-time verification code sent by the Bank to the Customers on their mobile phone numbers reserved, for using by the Customers for the convenience to identify themselves when sending telephone instructions to the Bank.

"Personal Information" means any kind of information related to an identified or identifiable natural person as electronically or otherwise recorded, excluding information that has been anonymized. Personal Information include name, birth date, ID certificate information (ID card, passport and etc.), personal biometrics recognition information, contact information, address, account information, property status, location and etc..

## 3. Customer's Rights and Obligations

(a) The Customers shall, under the requirements of the bank, finish the application for opening Phonebanking Services, and may, after being approved by the bank, enjoy Phonebanking Services through the customer service hotline or contact number published on the website of the bank ([www.hsbc.com.cn](http://www.hsbc.com.cn)) "Contact HSBC", the back of debit card or credit card, or "Contact HSBC" of mobile APP. Authorised Delegate can enjoy Phonebanking Services through the customer service hotline or contact number published on the website of the bank ([www.hsbc.com.cn](http://www.hsbc.com.cn)) "Contact HSBC".

(b) **To ensure information security and account security, the Customer/Authorised Delegate shall always have custody of information such as passwords, identification codes, bank account numbers, etc. and ensure that all signatures, seals, passwords, identification codes, information, documents, equipment or other media that may be used for authentication or related thereto are used only in a secure environment. Where a Customer enters into the Phonebanking system of the bank to use telephone services by using the correct Phonebanking password or by any other means as agreed upon by both parties, and Authorised Delegate can enter into the Phonebanking system of the bank to use telephone services by any other means as agreed upon by both parties, he/she shall be deemed as the work of the Customers/ Authorised Delegate, and the electronic information generated shall be recorded as legitimate and valid credentials for such a transaction. At no time shall the Customers/ Authorised Delegate disclose or permit use of such information to any other person. The Customers/ Authorised Delegate shall be responsible for any loss arising from the disclosure, loss, theft or improper use in any manner of authentication or instruction given to the bank by the Customers/ Authorised Delegate. If this happens, the Customers/ Authorised Delegate should call our customer service hotline and take measures such as resetting the password to prevent any further loss.**

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- (c) **The Customer/ Authorised Delegate shall ensure that there are sufficient funds or pre-arranged credit facilities in the Account(s) for the purpose of the Telephone Instructions. The Bank shall not be liable for any loss arising out of the Bank's failure to carry out such Telephone Instructions due to inadequacy of funds and/or credit facilities, unless such loss is due to the Bank's errors or non-compliant operations.**
- (d) **The Customer shall ensure that the receipt account information is correct. If the payment details are incorrect so that the Telephone Instruction fail to be executed, the Customer / Authorised Delegate shall be liable for the loss, unless if such loss is due to the Bank's errors or non-compliant operations and the Bank shall be liable.**
- (e) Any exchange rate or interest rate quoted by the Bank in response to a Telephone Instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction.
- (f) If the Customer/Authorised Delegate has any inquiries, suggestions or comments about the Bank's Phonebanking Services, the Customer/Authorised Delegate can call the Bank's customer service hotline 95366 or log on the bank's website (www.hsbc.com.cn) "Contact HSBC" for related inquiries and complaints feedback.

#### **4. Bank' Rights and Obligations**

- (a) The Bank shall have the right to verify the identity of the Customer/ Authorized Delegate for the purpose of accepting, carrying out the Telephone Instructions and/or other purposes by the Customer/ Authorized Delegate. The Customer/ Authorized Delegate shall cooperate with the Bank to complete the identity authentication. The Bank may require different authentication methods for different Customers/ Authorized Delegates, different accounts or services, different service channels or different instruction channels. **The Bank may authenticate the identity of the Customer/ Authorized Delegate in one or more ways. Authentication methods may be added, deleted or changed from time to time. The Customer/Authorised Delegate agrees to and confirms all actions taken or instructions issued after identity authentication.**
- (b) **After passing the identity authentication according to the authentication method set by a Customer/Authorised Delegate at the Bank, the actions or the instructions issued by the Customers/Authorised Delegate shall all be regarded as the actions and Telephone instructions by the Customers/Authorised Delegate, and the electronic information records generated by such actions or instructions shall all be the valid credentials for the Bank to process the Telephone Instructions and the telephone banking business.** The Bank is authorized to act on the Telephone Instructions of the Customers/Authorised Delegate.
- (c) The Bank shall guarantee the safety of facilities and equipment of its telephone banking system and take appropriate protective measures for important facilities and equipment and data of its telephone banking system. Subject to the fulfillment of the above reasonable obligations, the Bank shall not be liable for any loss of the Customers/Authorised Delegate caused by such factors as equipment failure, breakdown of communication lines, power cut, power cut, unpredictable and uncontrollable factors or force majeure. In case a system failure of this bank results in the incapability of normal use of the telephone banking services, this bank shall, after finding any problem, notify the affected customer /Authorized Delegates as soon as possible, and shall solve the problem as soon as possible so as to resume the normal use of services.
- (d) In order to meet the necessity for the Bank to provide phonebanking service, the Customer/Authorized Delegate agrees to authorize the Bank to collect, store, use the personal information related to the processing purposed provided by the Customer/Authorized Delegate during the course of phonebanking service or generated from the use of the service,

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provided that it is in compliance with the applicable laws and regulations. The Bank shall process and protect such personal information in accordance with the Bank's Personal Information and Privacy Protection Policy for Personal Digital Banking Services of HSBC Bank (China) Company Limited, the HSBC Bank (China) Company Limited Personal Information and Privacy Protection Policy (For Personal Business), and the relevant clauses of the Bank's General Terms and Conditions (for Personal Account Holders), and the Personal Accounts General Terms and Conditions. The Customer/Authorized Delegate may ask the Bank for these abovementioned documents or read them on the website of the Bank ([www.hsbc.com.cn](http://www.hsbc.com.cn)), in order to understand the purpose, manner and scope of the Bank's processing of personal information, how the Bank protect such information, and to understand how they can protect their rights and interests.

## 5. 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 or Tariff of Accounts and Services for Corporate Customers . If the Customer/Authorised Delegate refuses to accept the aforesaid changes or adjustments, the Customer may request to cancel the phonebanking services of the Bank. Upon the expiry of the public announcement period, the Customer/Authorised Delegate who has not submitted any cancellation application are deemed to have agreed to such amendments or adjustment iin the phonebanking services.**

## 6. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with laws of the People's Republic of China (for the purpose of these Terms and Conditions, excluding China's specific jurisdictions: Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan Region). The Customer agrees to submit to the non-exclusive jurisdiction of the competent people's court of the residency of the Bank (i.e., Shanghai).

## 7. Others

- a. **The Bank may amend these Terms and Conditions from time to time upon public announcement on the Bank's website ([www.hsbc.com.cn](http://www.hsbc.com.cn)) and the notifications to the Customers. If the Customer disagrees to such amendments, the Customer may request to cancel or discontinue the phonebanking services; if the Customer/Authorised Delegate continue using the phonebanking services after the effective date of such amendments in these Terms and Conditions, it shall be deemed as the Customer's acceptance of these revised Terms and Conditions.**
- b. The Phonebanking Service General Terms and Conditions supplement (but do not replace) any other agreements, terms or documents between the Customer and the Bank. In terms of the phonebanking services, The Phonebanking Service General Terms and Conditions shall prevail, if it has any inconsistency with other agreements, terms or documents between the Bank and Customer,
- c. These Terms and Conditions are prepared in the Chinese language. The English version is prepared for reference only. In the event of any discrepancies between the two language versions, the Chinese version will prevail.