

# Terms and Conditions for E-Delivery Service

## 1. General

These Terms and Conditions apply to the E-Statements, E-Advices and E-Invoices Service. Customer who has registered for the Service should read them carefully and agree to be bound by them.

## 2. Definition

In these Terms and Conditions, references to:

“**Bank**” means HSBC Bank (China) Company Limited.

“**Service**” means the E-Statements, E-Advices and E-Invoices service provided by the Bank under these Terms and Conditions.

“**E-Statement**” means the statements sent to the registered customer by the Bank in e-mail form under the Service.

“**E-Advice**” means the Transaction E-Advice and the Account E-Notification.

“**Transaction E-Advice**” means the transaction advice issued to the registered customer by the Bank in e-mail form under the service.

“**Account E-Notification**” means the notifications in relation to account opening, closing, change and maintenance status issued to the registered customer by the Bank in e-mail form under the service.

“**E-Invoice**” means the VAT electronic invoices sent to the registered customer by the Bank in email form under the Service.

“**Customer**” means the companies or other organizations which opened accounts with the Bank.

“**Account**” means any types of account opened by the Customer with the Bank.

“**Secure E-Mail Password**” means a secure password assigned to the Customer for opening encrypted e-mails containing E-Statements, E-Advices and/or E-Invoices.

“**Terminal Equipment**” means Customer’s computer or other electronic equipment, used to receive E-Statements, E-Advices and/or E-Invoices from the Bank.

“**Software**” means necessary program or software installed on the Customer’s Terminal Equipment to receive, open, browse, print or download the e-mail of E-Statements, E-Advices and/or E-Invoices from the Bank.

## 3. Service Scope

a) The Bank may from time to time determine or specify or amend the scope and details of the Service and/or stipulations under these Terms and Conditions and may modify, expand or reduce the relevant Service at any time without prior notice to or consent from the Customer.

b) If the Bank gives a notice of a change as mentioned in Clause 3a, such notice may be made in such manner and by such means of communication as the Bank deems fit in its sole discretion.

## 4. Use of the Service

a) Once the Customer has registered for the Service, the Bank will, subject to verification and approval, send the encrypted e-mail with required E-Statements, E-Advices and/or E-Invoices to designated e-mail address as specified by the Customer.

b) The Bank will use registered-mail to send the Secure E-mail Password to the Customer at the correspondence address retained with the Bank. Customers use such password to open the e-mail of E-Statements, E-Advices and/or E-Invoices.

c) Customers should have appropriate Terminal Equipment, Software and Internet Explorer browser, to receive, open, browse, print and download relevant e-mails.

d) Customer may apply to change Service type, e-mail address or Secure E-Mail Password or terminate the

Service provided that such instructions must be made in a manner acceptable to the Bank.

e) Customer warrants that all the information provided to the Bank, in connection with, or for the purpose of the Service, is accurate and complete. The Customer will undertake to notify the Bank promptly in writing of any changes.

f) All e-mails, shown successfully sent according to the Bank's record shall be deemed to reach the Customer. The Customer should file E-Statements, E-Advices and E-Invoices carefully and they will not be resent by the Bank. If, in the Bank's opinion, the e-mail sent to the registered e-mail address has failed to reach the Customer, the Bank may in its sole discretion cease to send the E-Statements, E-Advices and/or E-Invoices and/or all other E-Statements, E-Advices and/or E-Invoices in the future. The Bank may dispose of the said E-Statements, E-Advices and/or E-Invoices as it shall decide including, without limitation, to delete or remove the same from its system and record.

g) Any registered email user to receive the E-Statements will be deemed having the right to perform the account reconciliation through such registered email on behalf of the Customer.

h) Customer undertakes to indemnify the Bank against all actions, claims, demands, liabilities, loss, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of its provision of the Service.

## **5. Security**

a) Customer confirms that it independently and fully understands, acknowledges and accepts all possible risks involved in using the Service including, without limitation, the risk of E-Statements, E-Advices and/or E-Invoices being intercepted, monitored, delayed, amended, destroyed or the risk of being sent or disclosed to other parties without the Customer's authorization, and so forth.

b) Customer should be responsible for the proper use, safe custody and security of its Secure E-Mail Password, E-Statements, E-Advices and/or E-Invoices, and registered email and Terminal Equipment, and shall take all reasonable precautions to prevent any unauthorized access to, or malicious use of, these E-Statements, E-Advices and/or E-Invoices, Secure E-Mail Password or any other confidential information about the customer.

c) The e-mail of E-Statements, E-Advices and/or E-Invoices sent by the Bank is one-way only and Customer should not directly reply any e-mail purported to have been sent by the Bank.

d) Customer should never respond to any request purportedly from the Bank via the Service or any other e-mail to provide any account number or security details as the Bank will never make such a request under any situation.

e) Customer should never click or attempt to connect any hyperlink as instructed or displayed in an e-mail purported to have been sent by the Bank and should not input/provide any details of the Customer including, without limitation, account numbers or security details etc. The Bank will never make such a request under any situation.

f) The e-mail address used by the Bank for the purpose of sending emails in respect of the Service has been listed and displayed in the relevant application forms. Customer should check, verify and authenticate any e-mail received by it including, without limitation, the sender address or website, to verify whether all such emails have been sent by the Bank. The Bank may from time to time change such e-mail address without prior notice to or consent from the Customer. If the Bank makes such a change, it will notify the Customer in a proper manner.

g) Customer must inform the Bank immediately of all matters which may have an impact on, or otherwise affect, the provision or customer use of the Service including, without limitation, unusual circumstance in respect of any e-mail, or the Customer suspects that someone knows the Secure E-mail Password or has unauthorized access to, or use of, the Customer's Terminal Equipment or registered e-mail that may cause disclosure of the E-Statements, E-Advices and/or E-Invoices Secure E-Mail Password or any other confidential information about the Customer, and so forth.

## **6. Liability**

- a) Due to the nature of the Service, the Bank bear no liabilities whatsoever for any direct, indirect or consequential loss or damage caused to the Customer's data, software, computer, Terminal Equipment or other equipment as a result of the Customer's use of the Service, unless such loss or damage is directly and solely caused by the Bank's gross negligence or willful misconduct. Under any situation, the Bank will not be liable for any direct, indirect or consequential loss of the Customer caused by the e-mail's inherent risks.
- b) The Bank shall not be liable for the Customer's purported failure or delay in receipt of e-mail of E-Statements, E-Advices and/or E-Invoices if such e-mail has been deemed to be sent successfully to the Customer according to the Bank's records.
- c) The Bank shall not be liable for any disclosure or unauthorized use of confidential information if the Customer has not complied with any items as stipulated in these Terms and Conditions as well as any other security guidelines or recommendation as may be issued by the Bank from time to time.
- d) The Bank shall not be liable for any losses arising from any reason (including, without limitation, communication or link interruption, software upgrade) caused by any third parties (including telecom, website or software vendor etc).
- e) The Bank shall not be liable for any loss due to any event or circumstance beyond its reasonable control which leads to the Service being wholly or partly unavailable or resulting in any delay or error as a result of force majeure, including, without limitation, telecom breakdown, strike, war etc.

## **7. Fees and Charges**

The Bank reserves the right to, at any time or whenever it deems necessary, impose fees and charges for the Service.

## **8. Suspension and Termination**

- a) Customer may suspend or terminate the Service at any time with notice to the Bank.
- b) The Bank can suspend or terminate all or any part of the Service at any time at the Bank's absolute discretion without prior notice to or consent from the Customer.
- c) Any suspension or termination of the Service shall not affect the rights, obligations and liabilities which have accrued between the Customer and the Bank prior to the date of suspension or termination of the Service.

## **9. Miscellaneous**

- a) No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any other right, power or privilege. Any remedies provided to the Bank herein are not intended to be exclusive of any other remedy and every other remedy given hereunder or now or hereafter existing at laws and regulations
- b) If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any other provisions hereof which shall remain in full force, validity and effect.

## **10. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China.