

Omni Collect Portal Terms and Conditions

全渠道收款门户条款和条件

1. Definitions

定义

Bank means HSBC Bank (China) Company Limited (including any of its branches and sub-branches) and its successors and assigns.

银行指汇丰银行(中国)有限公司(包括其任何分支行)及其受让人或承继者。

Customer means the customer entity which applies for the Omni Collect Portal from the Bank.

客户指向银行申请全渠道收款门户的客户实体。

E-Channels Letter of Authority means the letter from the Customer to the Profile Bank, authorising the Profile Owner to include the Customer's accounts and services on the Profile Owner's electronic banking system(s).

电子渠道授权书指客户出具给业务关系行的、授权业务关系所有人将客户的账户和服务添加至业务关系所有人的电子银行系统的函件。

Group means HSBC Holdings plc, its subsidiaries, related bodies corporate, associated entities and undertakings and any of their branches.

集团指HSBC Holdings plc、其子公司、相关法人团体、关联实体与企业，及它们的任何分支机构。

HSBCnet means the Group's internet banking platform accessed via the portal at www.hsbcnet.com or such other access point or means as may be notified by the Profile Bank or the Bank to the Profile Owner or the Customer from time to time.

汇丰财资网指通过www.hsbcnet.com上的入口或业务关系行或银行不时通知业务关系所有人或客户的其他访问通道或访问方式访问的、集团的网络银行平台。

Omni Collect Portal means that part of the Omni Collect portal within HSBCnet that relates to the Customer, through which the Omni Collect Service transaction records of the Customer can be viewed and/or other tasks or actions in connection with the Omni Collect Service with respect to the Customer can be performed.

全渠道收款门户指汇丰财资网中、与客户有关的部分全渠道收款门户，通过该门户可查看全渠道收款服务的客户交易记录及/或可进行与全渠道收款服务有关的客户任务或行动。

Omni Collect Service or Mobile Collection Service means the service provided by the Bank together with a payment service provider (acting independently, separately and severally) to

the Customer that facilities the Customer to collect payments through payment methods selected by the Customer and approved by the Bank.

全渠道收款服务或**综合支付服务**指银行和支付服务提供商(独立、分别、各自)向客户提供的、为客户通过其选择且经银行批准的支付方式进行收款提供便利的服务。

Profile Bank means the member of the Group that provides HSBCnet to the Profile Owner.

业务关系行指向业务关系所有人提供汇丰财资网的集团成员。

Profile Owner means the party that the Customer has authorised to access the Omni Collect Portal, through HSBCnet.

业务关系所有人指客户授权其通过汇丰财资网访问全渠道收款门户的一方。

2. The Omni Collect Portal is governed by these Terms and Conditions and the customer agreement for the Omni Collect Service. In the event of any conflict between them, these Terms and Conditions will prevail with respect to the Omni Collect Portal.

全渠道收款门户受本条款和条件以及有关全渠道收款服务的客户协议约束。若上述两者间有任何不一致之处，就全渠道收款门户而言，以本条款和条件为准。

3. The Omni Collect Portal can only be accessed via HSBCnet. Where the Customer is not the Profile Owner of HSBCnet, the Customer acknowledges and agrees that:

全渠道收款门户仅可通过汇丰财资网访问。若客户不是汇丰财资网的业务关系所有人，客户确认并同意：

- (a) the Customer must provide or have provided to the Profile Bank an E-Channels Letter of Authority;

客户应向或应已向业务关系行提交电子渠道授权书；

- (b) without prejudice to the E-Channels Letter of Authority, the Profile Owner is responsible for setting the entitlements and limits against the Omni Collect Portal added to its HSBCnet profile;

在不影响电子渠道授权书规定的前提下，业务关系所有人应负责设定添加至其汇丰财资网的全渠道收款门户的权限和限额；

- (c) whenever the Customer instructs the Bank to provide the Profile Owner with access to the Omni Collect Portal on behalf of the Customer, the Customer must promptly notify the Profile Owner of such instruction details; and

若客户指示银行赋予业务关系所有人代表客户访问全渠道收款门户的权限，客户应立即将该等指示详情通知业务关系所有人；且

- (d) for the avoidance of doubt, the term defined as an Account Holder in the E-Channels Letter of Authority shall mean the Customer for the purposes of these Terms and Conditions.

为免存疑，为本条款和条件之目的，电子渠道授权书项下所称开户人即指客户。

4. The Customer understands and acknowledges that:

客户理解并确认：

- (a) certain information made available on the Omni Collect Portal is updated by the Bank periodically and therefore, at any point in time, may not reflect the latest information on the Bank's records at such time; and

全渠道收款门户上的某些信息由银行定期更新，因此，在任何时点，可能未反映银行届时记录中的最新信息；且

- (b) certain information made available on Omni Collect Portal may be provided by the relevant payment service provider involved in the provision of the Omni Collect Service. The Bank is not responsible for the integrity, accuracy, authenticity and timeliness of such information.

全渠道收款门户上的某些信息可能由全渠道收款服务中的相关支付服务提供商提供。银行对该等信息的完整性、准确性、真实性和及时性不负责。

5. The Bank may impose fees and charges for the use of Omni Collect Portal. The Customer will be notified of the fees and charges at the time of its application for the Omni Collect Portal. The Bank is authorised to debit any such fees and charges from the charge account designated by the Customer from time to time. The Bank may change the fees and charges by giving the Customer 30 days' prior written notice.

银行可就全渠道收款门户的使用收取费用。客户在申请全渠道收款门户时将被告知相关收费。银行有权不时从客户指定的扣费账户中扣除该等收费。银行可经提前 30 天书面通知客户修改上述收费。

6. The Bank may at its sole discretion change these Terms and Conditions from time to time by giving the Customer prior notice by way of display in the Bank's premises or the Bank's official website or by such other method as the Bank may decide.

银行可随时全权决定修订本条款和条件。有关修订将在银行营业场所或官方网站公布或以银行决定的其他方式事先通知客户。

7. Unless due to the gross negligence or wilful default of the Bank and only to the extent of direct and reasonably foreseeable loss or damage (if any) arising directly and solely therefrom, the Bank shall not assume any liability or responsibility to the Customer or any other person in connection with the use of the Omni Collect Portal.

银行就全渠道收款门户的使用不对客户或任何其他人士承担任何责任，由且仅由银行的重大过失或故意违约直接引起的、直接和合理可预见的损失或损害(如有)除外。

8. Either the Bank or the Customer may terminate the Omni Collect Portal and these Terms and Conditions by giving 30 days' prior written notice to the other. In addition, the Bank has the right to immediately terminate the Omni Collect Portal and these Terms and Conditions where:

银行或客户均可在提前 30 天书面通知对方后终止全渠道收款门户和本条款和条件。此外，银行可在下列情形下立即终止全渠道收款门户和本条款和条件：

- (a) access to the Omni Collect Portal via HSBCnet is terminated or revoked;

通过汇丰财资网对全渠道收款门户的访问途径被终止或撤销；

- (b) the Omni Collect Service is suspended or terminated;

全渠道收款服务中止或终止；

- (c) the Customer commits a material breach of these Terms and Conditions;

客户严重违反本条款和条件；

- (d) any step is taken by or in respect of the Customer for liquidation, receivership or the Customer is deemed unable to pay its debts as they fall due; or

客户采取措施或被采取措施进行清算或接管，或客户被认为资不抵债；或

- (e) it is or may become unlawful for the Bank to perform its obligations under these Terms and Conditions.

银行履行其在本条款和条件项下的义务为或变为不合法。

9. Termination of these Terms and Conditions shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of these Terms and Conditions which is expressly or by implication intended to come into or continue in force on or after termination.

本条款和条件终止不影响各方届时已产生的权利义务，且不影响本条款和条件项下任何明示或暗指在终止后生效或继续生效的任何条款的生效或继续生效。

10. These terms and conditions shall be governed by and construed in accordance with the laws of the People's Republic of China. The parties submit to the jurisdiction of the courts of the People's Republic of China at the principal office of the Bank.

本条款和条件受中华人民共和国的法律所管辖，并按其解释。各方提交银行之主营场所所在地中华人民共和国法院的司法管辖。