

Terms and Conditions for HSBC Corporate Banking WeChat Service
汇丰中国企业银行微信服务条款

Important Notes:

重要提示:

These terms and conditions for HSBC Corporate Banking WeChat Service (including Part I to Part III, collectively the **WeChat T&Cs**) apply to the Corporate Banking WeChat Service of HSBC. Prior to using or continuing to use the Corporate Banking WeChat Service, the Customer shall read and fully understand these WeChat T&Cs, including the exclusion of liability clauses that exclude or limit HSBC's liabilities. By using or continuing to use the Corporate Banking WeChat Service, the Customer will be deemed to have agreed, accepted and will be bound by these WeChat T&Cs.

本汇丰中国企业银行微信服务条款(包括第一部分至第三部分, 统称**微信服务条款**)适用于汇丰中国企业银行微信服务的使用。客户在使用或继续使用企业银行微信服务前, 应认真阅读、充分理解本微信服务条款, 包括免除或限制汇丰中国责任的免责条款。客户使用或继续使用企业银行微信服务, 即表示客户已经同意并接受本微信服务条款约束。

Part I: General Terms

第一部分 通用条款

1. Definition

定义

1.1 Under these WeChat T&Cs:

在本微信服务条款中:

Account Holder means an Account Holder under the Relevant HSBCnet Profile.

账户持有人或开户人指相关汇丰财资网业务关系项下的开户人。

Application Form means any application form for subscribing for the Corporate Banking WeChat Service or any function thereof issued by the Customer.

申请书指客户出具的、申请开通企业银行微信服务或其任何功能的申请书

Binding means, for a Customer, its Customer Representative linking his/her personal WeChat account with the Corporate Banking WeChat Service provided by HSBC to that Customer by completing the identity verification procedures required by and/or acceptable to HSBC.

绑定指就某一客户而言, 其客户代表以汇丰中国要求及/或认可的方式通过身份验证, 将其个人微信账号与汇丰中国对该客户的企业银行微信服务进行绑定的行为。

Corporate Banking WeChat Service means the banking or any other services provided by HSBC via the WeChat platform and its Official WeChat Account and/or its WeChat Mini Program.

企业银行微信服务指汇丰中国通过微信平台及其官方微信账号和/或其微信小程序提供的银行或其他服务。

Customer means an HSBC's customer which uses the Corporate Banking WeChat Service.

客户指使用企业银行微信服务的汇丰中国客户。

Customer Representative means a person who completes the Binding in accordance with these WeChat T&Cs, accepts these WeChat T&Cs and uses the Corporate Banking WeChat Service on behalf of the Customer.

客户代表指根据本微信服务条款完成微信账号的绑定，并代表客户接受本微信服务条款及使用企业银行微信服务的人士。

Customer's WeChat Account means the personal WeChat account by which the Customer Representative has completed the Binding.

客户微信账号指客户代表已进行绑定的个人微信账号。

Device means the device of the Customer or the Customer Representative (including without limitation to mobile telephone and computer) used for accessing the Corporate Banking WeChat Service.

设备指客户或客户代表获取企业银行微信服务所使用的设备(包括但不限于移动电话及电脑)。

Electronic Information means any information HSBC sends to the Customer under the Corporate Banking WeChat Service.

电子信息指在企业银行微信服务项下任何由汇丰中国向客户传送的信息。

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

汇丰中国指汇丰银行(中国)有限公司，包括其承继人和受让人。

HSBCnet User means a User under the Relevant HSBCnet Profile.

汇丰财资网用户指相关汇丰财资网业务关系项下的用户。

Instruction means any instruction or message received by HSBC which has or appears to have been provided by the Customer Representative or the Customer's WeChat Account via the WeChat platform.

指令指汇丰中国通过微信平台收到的客户代表或客户微信账号发送的、或表面上由客户代表或客户微信账号发送的指令或信息。

Mobile Collection Administrative User means each person designated as such by the Customer in writing from time to time.

综合支付管理员指客户不时指定为此的人士。

Mobile Collection User means a Mobile Collection Administrative User or a user designated as such by a Mobile Collection Administrative User from time to time in accordance with Clause 2.3 of Part II hereunder.

综合支付用户指综合支付管理员或综合支付管理员不时根据本微信服务条款第二部分的第2.3条规定指定为此的人士。

Official WeChat Account means the official service account registered by HSBC on the WeChat platform (WeChat account: HSBC Corporate Banking Service), including the name change and/or replacement.

官方微信账号指汇丰中国在微信平台维持的微信服务号(微信号: 汇丰中国企业服务), 包括其更名和/或替代微信账号。

Profile Owner means the Profile Owner of the Relevant HSBCnet Profile.

业务关系所有人指相关汇丰财资网业务关系项下的业务关系所有人。

Relevant HSBCnet Profile means the HSBCnet profile with the E-Channel ID set out in the Application Form.

相关汇丰财资网业务关系指电子渠道客户号为申请书中所示的汇丰财资网。

Tencent means the third party providing the WeChat platform and services to HSBC and/or the Customer, including without limitation to Shenzhen Tencent Computer Systems Company Limited and its affiliates.

腾讯公司指向汇丰中国和/或客户提供微信平台和服务的第三方, 包括但不限于深圳市腾讯计算机系统有限公司及其相关关联企业。

Terms means the Application Form(s) and the WeChat T&Cs.

条款指申请书及本微信服务条款。

WeChat Mini Program means the mini program(s) maintained by HSBC on the WeChat platform related to the Official WeChat Account.

微信小程序指汇丰中国在微信平台维持的与官方微信账号相关的小程序。

1.2 Terminologies defined under the other Terms have the same meaning when used herein.

其他条款中定义的术语在本微信服务条款中使用具有相同含义。

2. Corporate Banking WeChat Service

企业银行微信服务

- 2.1 HSBC may, from time to time and at its sole discretion, determine the content, service scope, objects and service manner of the Corporate Banking WeChat Service, or change, suspend, restrict, terminate or cancel the Corporate Banking WeChat Service at any time without giving any notice or reason, and shall not be held liable for doing so.

汇丰中国可不时决定其提供的企业银行微信服务的内容、范围、对象和方式，或随时变更、暂停、限制、终止或撤销企业银行微信服务，而无须给予任何通知或理由，也无须为此承担任何义务或责任。

- 2.2 Corporate Banking WeChat Service consists of certain types of functions which are subject to the completion of the Binding, including, without limitation:

汇丰中国企业银行微信服务包含需要完成相应的绑定方能使用的功能，其中包括(但不限于):

- (a) the functions (the **HSBCnet Related Functions**) subject to the completion of the Binding via the identity verification under HSBCnet security procedures or security device (the **HSBCnet Verification Binding**);

需要通过汇丰财资网的安全程序或安全装置进行验证完成绑定(汇丰财资网验证方式绑定)方能使用的功能(与汇丰财资网相关的功能);

- (b) the functions (the **Instant@dvice Related Functions**) subject to the completion of the Binding via the identity verification against the relevant information under Instant@dvice service (the **Instant@dvice Verification Binding**);

需要通过对贸易电子速递(Instant@dvice)相关信息进行验证完成绑定(贸易电子速递验证方式绑定)方能使用的功能(与贸易电子速递相关的功能);

- (c) the functions (the **Mobile Collection Related Functions**) subject to the completion of the Binding via identity verification against the relevant information of the Mobile Collection Users (the **Mobile Collection Verification Binding**); and.

需要通过对综合支付用户的相关信息进行验证完成绑定(综合支付验证方式绑定)方能使用的功能(与综合支付相关的功能); 以及

- (d) the functions (the **Collection Related Functions**) subject to the completion of the Binding via identity verification against the designated email address(es) (the **Collection Verification Binding**).

需要通过指定的电子邮箱地址进行验证完成绑定(收款验证方式绑定)方能使用的功能(与收款相关的功能)。

- 2.3 For functions of the Corporate Banking WeChat Service which require completion of the Binding process prior to using, the Customer Representative shall complete the Binding in accordance with the following:

对于须事先完成绑定方可使用的企业银行微信服务功能，客户代表须按以下要求完成绑定：

- (a) In case of the HSBCnet Verification Binding, the Customer Representative must be an HSBCnet User who has the authority to send Instructions relating to the relevant account(s) on behalf of the Customer.

就汇丰财资网验证方式绑定而言，客户代表应为有权代表客户就相关账户发出指令的汇丰财资网用户。

- (b) In case of the Instant@dvce Verification Binding, the Customer Representative must be an owner of a designated email address under Instant@dvce service authorized by the Customer and must have the authority to receive trade notifications on behalf of the Customer.

就贸易电子速递验证方式绑定而言，客户代表应为经客户授权的贸易电子速递业务项下指定电子邮箱的持有人，并有权代表客户接收贸易通知。

- (c) In case of the Mobile Collection Verification Binding, the Customer Representative must be a Mobile Collection User.

就综合支付验证方式绑定而言，客户代表应为综合支付用户。

- (d) In case of the Collection Verification Binding, the Customer Representative must be an owner of an email address designated by the Customer for the purpose of receiving notices relating to foreign currency and cross-border RMB payment and collection in such way as acceptable to HSBC.

就收款验证方式绑定而言，客户代表应为客户以汇丰中国接受的方式指定的、用于收取外币和跨境人民币收付款有关通知的电子邮箱的持有人。

- (e) If the Customer Representative intends to complete the Binding via other means of identity verification, the verification method shall be confirmed to HSBC by the Customer in writing or in any other manner acceptable to HSBC (the **Other Verification Binding**).

如客户代表通过其他身份验证方式绑定其微信账号，该验证方式须由客户以书面方式或汇丰中国认可的其他方式向汇丰中国确认(其他验证方式绑定)。

After the Customer completes the Binding via a certain verification method, it may only be able to use certain relevant function(s) under the Corporate Banking WeChat Service. If the Customer wants to use all functions under the Corporate Banking WeChat Service, the Customer may need to complete the Binding via multiple verification methods.

客户通过某一种验证方式绑定后，其可能只能使用企业微信服务项下的某一(些)功能。若客户希望使用企业微信服务项下的全部功能，可能需要完成多种验证方式绑定。

- 2.4 The Customer confirms and agrees that the Customer Representative shall be deemed to be duly authorized to subscribe for and to use the Corporate Bank WeChat Service, and the Customer Representative is authorized to conduct the following businesses via the Corporate Bank WeChat

Service (including without limitation to send Instructions and receive Electronic Information) on behalf of the Customer:

客户确认并同意，客户代表在任何时候均被视为有权代表客户开通和使用企业银行微信服务，且客户代表被授权代表客户使用企业银行微信服务(包括但不限于发送指令和接收电子信息)办理以下业务：

- (a) (in case of the HSBCnet Verification Binding) the businesses such Customer Representative has the authorization to do under the Relevant HSBCnet Profile, which may be amended, terminated or revoked via HSBCnet and any other businesses such Customer Representative is authorized to do by the Customer in writing or in any other manner acceptable to HSBC;

(在通过汇丰财资网验证方式绑定的情况下)该客户代表在相关汇丰财资网业务关系项下有权办理的业务(该等权限可通过汇丰财资网变更、终止或撤销)，以及客户以书面方式或汇丰中国认可的其他方式不时授权该客户代表办理的其他业务；

- (b) (in case of the Instant@dvce Verification Binding) the businesses such Customer Representative has the authorization to do under Instant@dvce service, which may be amended, terminated or revoked via the Authorisation for Instant@dvce and DC Safe Custody Service or any other manner acceptable to HSBC, and any other businesses such Customer Representative is authorized to do by the Customer in writing or in any other manner acceptable to HSBC;

(在通过贸易电子速递验证方式绑定的情况下)该客户代表在有关贸易电子速递业务项下有权办理的业务(该等权限可通过 Instant@dvce 贸易电子速递及信用证安全保管服务授权书或汇丰中国认可的其他方式变更、终止或撤销)，以及客户以书面方式或汇丰中国认可的其他方式不时授权该客户代表办理的其他业务；

- (c) (in case of the Mobile Collection Verification Binding) the business under the Mobile Collection Related Functions, and any other businesses such Customer Representative is authorized to do by the Customer in writing or in any other manner acceptable to HSBC;

(在通过综合支付验证方式绑定的情况下)该客户代表在与综合支付相关的功能项下的业务，以及客户以书面方式或汇丰中国认可的其他方式不时授权该客户代表办理的其他业务；

- (d) (in case of the Collection Verification Binding) the business under the Collection Related Functions, and any other businesses such Customer Representative is authorized to do by the Customer in writing or in any other manner acceptable to HSBC; or

(在通过收款验证方式绑定的情况下)该客户代表在与收款相关的功能项下的业务，以及客户以书面方式或汇丰中国认可的其他方式不时授权该客户代表办理的其他业务；
或

- (e) (in case of the Other Verification Binding) the businesses such Customer Representative is authorized to do by the Customer in writing or in any other manner acceptable to HSBC, which may be amended, terminated or revoked by the Customer in writing or in any other manner acceptable to HSBC.

(在通过其他验证方式绑定的情况下)由客户以书面方式或汇丰中国认可的其他方式授权该客户代表办理的业务(该等权限可由客户通过书面方式或汇丰中国认可的其他方式变更、终止或撤销)。

- 2.5 HSBC is entitled (but not obliged) to (a) rely on, accept and process any Instruction which has or appears to have been sent by the Customer Representative or via a Customer's WeChat Account, and (b) query or verify any Instruction. HSBC may delay in acting or decline to act upon an Instruction or delay in providing or decline to provide the Corporate Banking WeChat Service.

汇丰中国有权(但无义务): (a)依赖、接受和处理客户代表或客户微信账号发送的、或表面上由客户代表或客户微信账号发送的指令, 并(b)查询或验证任何指令。汇丰中国可以延迟或拒绝实施指令或提供企业银行微信服务。

- 2.6 The Electronic Information sent by HSBC via the Corporate Banking WeChat Service to the Customer's WeChat Account shall be deemed to have been delivered to and received by the Customer. HSBC shall not be liable or responsible for any loss or damage that may result from the receipt and continuous possession of any Electronic Information by any Customer Representative. The Customer agrees any Electronic Information is for the Customer's reference only and HSBC does not make any representations or warranties regarding the authenticity, accuracy, completeness, legality or validity of any Electronic Information. The Electronic Information is not binding upon HSBC, and neither the Customer nor any other person may rely on it or use it as evidence. The Customer shall not disclose the Electronic Information (other than that containing the Customer's information only) to any third party without HSBC's prior written consent. The Customer understands that the Electronic Information may include promotion or advertising information of banking or other services and agrees to receive such Electronic Information.

汇丰中国通过企业银行微信服务向客户微信账号发送的电子消息, 应视为已送交客户且客户已收到。汇丰中国不就客户代表获得及继续持有电子消息可能造成的任何损失或损害承担任何义务或责任。客户同意任何电子消息仅供客户参考, 汇丰中国不对电子消息的真实性、准确性、完整性、合法性或有效性作出任何陈述或保证。电子消息对汇丰中国并无约束力, 客户或任何其他人士不可依赖该信息或将其作为证据使用。未经汇丰中国事先书面同意, 客户不得向任何第三方披露电子消息(仅包含客户自身信息的除外)。客户理解电子消息可能包括银行或其他服务的推广或广告信息, 并同意接收该等电子消息。

- 2.7 The Customer shall not alter, reverse engineer, copy, publish or disclose to any third party the Corporate Banking WeChat Service and any relevant data, information or software provided by HSBC, either before or after the termination of these WeChat T&Cs.

不论在本微信服务条款终止前或终止后, 客户均不应将汇丰中国提供的企业银行微信服务或相关资料、信息或软件进行变更、逆向工程、复制、公布或透露给任何第三方。

3. Security

安全事项

- 3.1 The Customer and the Customer Representative shall be responsible for obtaining and maintaining the necessary Device and software to use the Corporate Banking WeChat Service, and to take all necessary security measures to prevent unauthorized access or use of the Corporate Banking WeChat Service through the Device or the Customer's WeChat Account. HSBC shall not take any

responsibility in this regard. The Customer and the Customer Representative shall ensure that the Device is not tampered with (e.g. rooted, hacked, jail-broken, etc.).

客户及客户代表负责自行获得并维持必要的设备及软件以使用企业银行微信服务，并须自行采取所有必要的安全措施以防止未经授权的人士通过设备及客户微信账号开通或使用企业银行微信服务。汇丰中国对此不承担任何责任。客户及客户代表应确保设备不被篡改(例如获取 ROOT 权限、被黑客入侵、越狱等)。

- 3.2 The Customer and the Customer Representative shall be responsible for safety and confidentiality of and shall ensure that there is no unauthorized access to or use of, the Device, the Customer's WeChat Account and any information used for identity verification during the Binding (e.g. the username, password and security device of HSBCnet or the Customer's other relevant materials).

客户及客户代表须负责设备、客户微信账号及绑定时用于验证身份的资料(例如，汇丰财资网的用户名、密码和安全装置或客户的其他有关资料)的安全和保密，并确保上述设备、账号、资料和信息在任何时候均不会被任何未经客户授权的人士获得或使用。客户须单独承担与此有关的一切风险。

- 3.3 The Customer shall notify HSBC immediately upon its awareness of any loss, theft, unauthorized access, attack or threatening by software, hacker or virus in respect of any of the Device, the Customer's WeChat Account, data or information, or other circumstances that may result in unauthorized use of the Corporate Banking WeChat Service.

如果客户发现任何该等设备、客户微信账号、资料或信息丢失、被盗、未经授权的访问、受到软件、黑客或病毒的攻击或威胁，或存在其他可能导致未经授权使用企业银行微信服务的情况，须立即通知汇丰中国。

4. WeChat Platform

微信平台

The Customer acknowledges, confirms and undertakes (as appropriate) that:

客户知晓、确认并承诺(视情况而定):

- (a) the WeChat platform and service provided by Tencent is a public infrastructure communication platform required for the provision of the Corporate Banking WeChat Service by HSBC;

腾讯公司提供的微信平台和服务为汇丰中国提供企业银行微信服务所需的公共基础设施通讯平台;

- (b) Tencent is independent from HSBC, and does not act as an agent for or on behalf of HSBC when providing the WeChat platform;

腾讯公司独立于汇丰中国，腾讯公司并非作为汇丰中国的代理人或代表汇丰中国提供微信平台;

- (c) the Customer has decided to use the WeChat platform at its sole discretion for the purpose of use of the Corporate Banking WeChat Service. HSBC does not provide any advice, suggestion, recommendation or guarantee to, nor imposes any other influence upon, the Customer in respect of the Customer's choice of the WeChat platform;

客户自主决定使用微信平台使用企业银行微信服务，汇丰中国未就微信平台的选择向客户给予任何建议、意见、推荐或保证，也未向客户施加任何其他影响；

- (d) HSBC may rely on the WeChat platform provided by Tencent to perform these WeChat T&Cs and provide the Corporate Banking WeChat Service, and is not liable for the function of the WeChat platform or any actions or omissions of Tencent or any loss and damage caused by the use of the WeChat platform;

汇丰中国可以依赖于腾讯公司提供的微信平台，以履行本微信服务条款及提供企业银行微信服务。汇丰中国对微信平台的功能、腾讯公司的任何行为或疏忽以及使用微信平台所导致的损失和损害不承担任何责任；

- (e) these WeChat T&Cs and the Corporate Banking WeChat Service are subject to the agreements, terms and other documents between HSBC and Tencent with respect to the WeChat platform;

本微信服务条款及企业银行微信服务受限于汇丰中国与腾讯公司间有关微信平台的协议、条款及其他文件；

- (f) it has independently assessed the security of the WeChat platform, and has considered it suitable to the Corporate Banking WeChat Service;

客户已对微信平台的安全性作出了独立评估，并认为其适于企业银行微信服务；

- (g) Tencent is entitled to acquire, store, process, share, disclose and dispose of any information transmitted through the WeChat platform, including any Instruction, Electronic Information, private, confidential information and other data sent or received in connection with the Corporate Banking WeChat Service. HSBC is not liable for any loss or damage suffered by any person that may result from the acquisition, storage, processing and disposal of the above mentioned information by Tencent or the WeChat platform; and

腾讯公司有权获得、储存、处理、分享、披露和处置通过微信平台传输的任何信息，包括与企业银行微信服务有关而发送或收到的任何指令、电子信息、隐私、保密信息及其他数据。客户确认汇丰中国不就腾讯公司或微信平台在获得、储存、处理和处置上述信息的过程中可能给任何人造成的任何损失或损害承担任何义务或责任；及

- (h) it shall comply with all the agreements, terms and other documents between the Customer or the Customer Representative and Tencent, and all the laws and regulations applicable to the WeChat platform.

客户须遵守客户或客户代表与腾讯公司间的协议、条款及其他文件，以及所有适用于微信平台的法律法规。

5. Liabilities and Exclusion of Liabilities

责任及免责

5.1 HSBC is not liable for:

汇丰中国不就以下事项承担任何责任:

- (a) any loss, damage, liability or expenses suffered by the Customer (including Customer Representatives) or any other person as a result of or related to these WeChat T&Cs or the Corporate Banking WeChat Service, save for those directly resulted from HSBC's gross negligence or wilful misconduct;

本微信服务条款或企业银行微信服务导致或与之有关的、客户(包括客户代表)或任何其他其他人遭受的任何损失、损害、责任或支出(除非是由于汇丰中国的重大过失或故意不当行为直接导致的);

- (b) any indirect, consequential or incidental loss or damage, or any direct or indirect loss or damage to business, profits or data;

任何间接性、后果性或意外的损失或损害, 或任何直接或间接业务、利润或数据的损失或损害;

- (c) any delay, loss, damage or other act or omission by a third party (including but not limited to Tencent) or force majeure event during the transmission of any Instruction, Electronic Information or other information via the WeChat platform or other telecommunications channel;

任何指令、电子信息或其他信息通过微信平台或其它电信渠道传输时发生延误、损失、破坏或第三方(包括但不限于腾讯公司)的作为或不作为或不可抗力事件;

- (d) any suspension, disruption or other failure of the Corporate Banking WeChat Service or inability to meet the Customer's requirements, or failure to perform any obligation by HSBC hereunder, in each case attributable to technical failure, failure of communication system, computer network, the Devices or the WeChat platform, any third party (including but not limited to Tencent), a force majeure event or any other reason beyond the control of HSBC;

因技术故障、通信线路、计算机网络、设备或微信平台故障、任何第三方(包括但不限于腾讯公司)、不可抗力或其他汇丰中国无法控制的原因而造成的企业银行微信服务服务中止、中断或失败或不能满足客户的要求, 或汇丰中国无法履行本微信服务条款项下的义务;

- (e) any action taken by HSBC in accordance with any laws, regulations or government decisions, interpretations or requirements (whether in writing or verbally), or HSBC's exercise of any of its rights under these WeChat T&Cs or any other agreement with the Customer;

汇丰中国根据任何法律、法规或政府机构的决定、解释或要求(无论是书面的还是口头)而采取的任何行动, 或汇丰中国行使其在本微信服务条款或任何其他与客户间的协议项下的权利;

- (f) lack of authenticity, integrity, legality or proper authorization in respect of any Instruction or information which has or appears to have been sent by the Customer Representative or via the Customer's WeChat Account; and

由客户代表或客户微信账号发送或表面上由客户代表或客户微信账号发送的指令或信息不具有真实性、完整性、合法性或适当授权；及

- (g) any breach of any Terms by the Customer or the Customer Representative.

客户或客户代表违反条款项下的任何规定。

- 5.2 The responsibility of HSBC to the Customer hereunder shall not exceed the fees paid by the Customer to HSBC for the use of the Corporate Banking WeChat Service during the relevant period.

汇丰中国因本微信服务条款向客户承担的责任不得超过客户在相关期间内因使用企业银行微信服务支付给汇丰中国的费用。

- 5.3 The Customer shall indemnify and hold harmless HSBC, its affiliates and its service providers against any legal action, claim, requirement, liability, loss, damages, legal fees and expenses of whatever nature that may be suffered by any of them as a result of the provision of the Corporate Banking WeChat Service by HSBC to the Customer or any breach of any term hereunder by the Customer or the Customer Representative.

客户须就因汇丰中国向客户提供企业银行微信服务，或因客户或客户代表违反本微信服务条款而可能导致汇丰中国、其关联方或服务提供商可能遭受的一切法律行动、索赔、要求、责任、损失、损害赔偿、法律费用及支出(不论任何性质)作出赔偿，并使其免受损害。

6. Miscellaneous

其他条款

- 6.1 HSBC may amend these WeChat T&Cs from time to time upon public announcement in HSBC's website, the Official WeChat Account or the WeChat Mini Program or notification to the Customers. In case of amendment, a Customer's continuous use of the Corporate Banking WeChat Service after HSBC's amendment of these WeChat T&Cs shall be deemed as the Customer's acceptance of the revised terms.

汇丰中国可随时修订本微信服务条款，且在汇丰中国网站、官方微信账号或微信小程序进行公告或向客户发出通知即生效。在本微信服务条款发生修订的情况下，若客户在汇丰中国修订本微信服务条款后继续使用企业银行微信服务，即被视为已接受了修订后的条款。

- 6.2 A Customer Representative may cease to be a Customer Representative by undoing the Binding. The Customer may terminate these WeChat T&Cs and the Corporate Banking WeChat Service by giving HSBC a no less than 10 working days' prior written notice. HSBC may suspend or terminate these WeChat T&Cs and the Corporate Banking WeChat Service at any time. The termination of the Corporate Banking WeChat Service and/or these WeChat T&Cs shall not affect the rights and obligations of the parties prior to termination, and Clauses 2.7 and 5.3 of Part I hereunder shall survive the termination.

客户代表可以通过解除客户微信账号的绑定的方式不再继续作为客户代表。客户可提前不少于 10 个工作日书面通知汇丰中国以终止本微信服务条款及企业银行微信服务。汇丰中国可随时暂停或终止本微信服务条款及企业银行微信服务。企业银行微信服务和/或本微信服务条款的终止不影响各方在终止前已经产生的权利和义务，且本微信服务条款第一部分的第 2.7 条和第 5.3 条继续有效。

- 6.3 The Customer shall not assign or transfer any of its rights or obligations under these WeChat T&Cs or the Corporate Banking WeChat Service to any person. HSBC may at any time assign or transfer any of its rights and obligations under these WeChat T&Cs and the Corporate Banking WeChat Service to any person without consent from or notice to the Customer.

客户不得向任何人士转让或转移客户在本微信服务条款或企业银行微信服务项下的任何权利或义务。汇丰中国可随时转让汇丰中国在本微信服务条款及企业银行微信服务项下的任何权利和义务，而无须客户同意或通知客户。

- 6.4 These WeChat T&Cs shall supplement (but shall not replace) any other agreement, terms or document between the Customer and HSBC. In terms of the Corporate Banking WeChat Service, if there is any discrepancy between these WeChat T&Cs and other agreements, terms or documents, these WeChat T&Cs shall prevail.

本微信服务条款补充(但并不取代)客户与汇丰中国间的任何其他协议、条款或文件。就企业银行微信服务而言，如本微信服务条款与其他协议、条款或文件存在任何不一致，以本微信服务条款为准。

- 6.5 These WeChat T&Cs shall be governed by and construed in accordance with the laws of the People's Republic of China. The Customer agrees to submit to the non-exclusive jurisdiction of the competent people's court of the residency of HSBC (i.e. Shanghai).

本微信服务条款适用中华人民共和国法律并按其解释。客户同意接受汇丰中国所在地即上海市的有管辖权的人民法院的非排他性管辖权。

Part II: Special Terms

第二部分 特别条款

1. Special Terms applicable to the Customer Binding via HSBCnet Verification Binding

适用于采用汇丰财资网验证方式绑定的客户的特别条款

- 1.1 HSBCnet Verification Binding is one of the binding processes under Corporate Banking WeChat Service, and it is independent and separate from other binding processes. The HSBCnet Related Functions may be activated or terminated separately.

汇丰财资网验证方式绑定是汇丰中国企业银行微信服务项下的绑定方式之一，独立于其他的绑定方式。与汇丰财资网相关的功能可以单独开通或终止。

- 1.2 The Customer acknowledges and agrees that, if the HSBCnet Related Functions are subscribed for in relation to its Relevant HSBCnet Profile, the HSBCnet Related Functions will automatically apply

to all accounts of the Profile Owner and all accounts of existing Account Holders under the Relevant HSBCnet Profile held in the People's Republic of China (for the avoidance of doubt, including such accounts held in the Hong Kong Special Administrative Region, but excluding such accounts held in the Macao Special Administrative Region or Taiwan region) added or to be added to the Relevant HSBCnet Profile. It is not possible to enable HSBCnet Related Functions for particular accounts under the Relevant HSBCnet Profile. Any need to remove accounts from HSBCnet Related Functions or any existing or new Account Holder's not authorizing the Profile Owner to access its accounts through HSBCnet Related Functions or not accepting or agreeing to be bound by the Terms will result in a delay in launching or a termination of, HSBCnet Related Functions for the entire Relevant HSBCnet Profile.

客户知晓并同意，就相关汇丰财资网业务关系开通与汇丰财资网相关的功能后，该等功能将自动适用于业务关系所有人和相关汇丰财资网业务关系下现有的开户人名下已添加或将添加至相关汇丰财资网业务关系的所有在中国开立的账户(为免存疑，包括在香港特别行政区开立的该等账户，但不包括在澳门特别行政区或台湾地区开立的该等账户)。无法仅就相关汇丰财资网业务关系项下的部分账户开通与汇丰财资网相关的功能。任何从与汇丰财资网相关的功能项下移除适用账户的要求或任何现有或新增的开户人未授权业务关系所有人就其账户使用与汇丰财资网相关的功能，或不接受条款或不同意受其约束，将导致整个相关汇丰财资网业务关系项下所有账户的与汇丰财资网相关的功能被延后提供或终止。

1.3 If the Customer is the Profile Owner:

若客户是业务关系所有人：

- (a) it acknowledges that, in order to enable the HSBCnet Related Functions, the Relevant HSBCnet Profile shall be under normal operation and valid before binding; and

其确认，为了能够开通使用与汇丰财资网相关的功能，相关汇丰财资网业务关系的业务状态应为正常且有效；及

- (b) it shall ensure that all relevant Account Holders have agreed to (i) the Customer's use of the HSBCnet Related Functions with respect to their accounts, the accession of their information and the transmission of their information via the WeChat platform; and (ii) Tencent's acquiring, storing, processing, share, disclose and disposing of their information.

其须确保所有相关的开户人(i)同意客户就账户持有人的账户使用与汇丰财资网相关的功能、访问账户持有人的信息及通过微信平台传输账户持有人的信息；及(ii)同意腾讯公司获得、储存、处理、分享、披露和处置账户持有人的信息。

1.4 If the Customer is an Account Holder:

若客户是开户人：

- (a) it acknowledges that, in order to enable the HSBCnet Related Functions, the Relevant HSBCnet Profile shall be under normal operation and valid before binding;

其确认，为了能够开通使用与汇丰财资网相关的功能，相关汇丰财资网业务关系的业务状态应为正常且有效；

- (b) it confirms that it has authorized the Profile Owner to access its accounts through the HSBCnet Related Functions; and

其确认其已授权汇丰财资网业务关系所有人就其账户使用与汇丰财资网相关的功能；
及

- (c) it acknowledges that it may only terminate the HSBCnet Related Functions through the Profile Owner in accordance with the Terms.

其确认其将仅可通过业务关系所有人根据条款的规定终止与汇丰财资网相关的功能。

2. Special Terms applicable to the Customer Binding via Mobile Collection Verification Binding

适用于采用综合支付验证方式绑定的客户的特别条款

- 2.1 Mobile Collection Verification Binding is one of the binding processes under Corporate Banking WeChat Service, and it is independent and separate from other binding processes. The Mobile Collection Related Functions may be activated or terminated separately.

综合支付验证方式绑定是汇丰中国企业银行微信服务项下的绑定方式之一，独立于其他的绑定方式。与综合支付相关的功能可以单独开通或终止。

- 2.2 The Customer acknowledges and agrees that, in order to enable the Mobile Collection Related Functions, the Customer shall firstly sign the tripartite mobile collection service agreement with HSBC and the relevant payment service provider or bilateral service agreements with HSBC and the relevant payment service provider respectively, in each case in form and substance required or acceptable by HSBC.

客户知晓并同意，为了能够开通使用与综合支付相关的功能，客户应首先，以汇丰中国要求或接受的格式和内容，与汇丰中国及相关支付服务提供商签定综合支付服务三方协议或分别与汇丰中国及相关支付服务提供商签定两方服务协议。

- 2.3 A Mobile Collection Administrative User may, via the relevant function of the Corporate Banking WeChat Service, designate or remove other Mobile Collection Users (other than Mobile Collection Administrative Users) for the purpose of Mobile Collection Verification Binding.

综合支付管理员可通过企业银行微信服务中的相关功能，为综合支付验证方式绑定之目的指定或移除其他综合支付用户(综合支付管理员除外)。

3. Special Terms applicable to the Customer Binding via Collection Verification Binding

适用于收款验证方式绑定的客户的特别条款

- 3.1 Collection Verification Binding is one of the binding processes under Corporate Banking WeChat Service, and it is independent and separate from other binding processes. The Collection Related Functions may be activated or terminated separately.

收款验证方式绑定是汇丰中国企业银行微信服务项下的绑定方式之一，独立于其他的绑定方式。与收款相关的功能可以单独开通或终止。

- 3.2 The Customer acknowledges and agrees that, after the Collection Verification Binding is completed, each relevant Customer Representative will be able to, on behalf of the Customer and via Corporate Banking WeChat Service, (a) receive notifications relating to foreign currency collections and cross-border RMB collections, (b) submit confirmations regarding funds' nature of foreign currency collections, and (c) submit explanations regarding cross-border RMB collections.

客户知晓并同意，完成收款验证绑定后，相关客户代表即可代表客户通过企业银行微信服务(a)接收有关外币收款和跨境人民币收款的通知，(b)提交有关外币收款的资金性质的确认，和(c)提交有关跨境人民币收款的说明。

Part III: Features of HSBC Corporate Banking WeChat Service

第三部分 汇丰中国企业银行微信服务功能介绍

HSBC Corporate Banking WeChat Service leverages the Tencent WeChat platform, which enjoys mobility and convenience of mobile devices to support many of corporate customers' commercial needs for 7x24. HSBC will also launch Ask Hui, a virtual assistant chatbot to respond to your queries regarding banking business anytime and anywhere.

汇丰中国企业银行微信服务依托腾讯微信平台，发挥手机或移动设备的灵活性与便捷性，7x24小时满足企业客户多种线上金融服务需求。更有汇丰企业服务智能金融助手小汇同时上线，在微信服务号中随时随地回答相关银行业务的咨询。

1. Functions of HSBC Corporate Banking WeChat Service 汇丰中国企业银行微信服务功能

- 1.1 Customers subscribing for HSBC Corporate Banking WeChat Service under HSBC's Official WeChat Account will be able to:

客户通过汇丰中国官方微信账号开通汇丰中国企业银行微信服务后即可：

- (a) receive:

接收：

- (i) account-related and other alerts which are subscribed from HSBCnet and corporate account reconciliation notification (subject to the completion of the HSBCnet Verification Binding);

在汇丰财资网设定的账户相关及其他提醒和银企对账通知(须完成汇丰财资网验证方式绑定)；

- (ii) trade notifications (subject to the completion of the Instant@dvce Verification Binding);

贸易服务通知(须完成贸易电子速递验证方式绑定)；

- (iii) notifications relating to foreign currency collections and cross-border RMB collections (subject to the completion of the Collection Verification Binding); and

外币收款和跨境人民币收款相关的通知(须完成收款验证方式绑定); 和

(iv) push notifications and messages in respect of market information and activities;

有关市场资讯和活动的推送通知和信息;

(b) retrieve payment e-advice through alerts for debit/credit transaction;

通过扣款/进账提醒获取付款电子通知书;

(c) submit confirmations regarding funds' nature of foreign currency collections and explanations regarding cross-border RMB collections; and

提交有关外币收款的资金性质的确认和有关跨境人民币收款的说明; 以及

(d) access to the following services by tapping the functional menu:

获取功能菜单提供的以下服务:

User Binding/Unbinding 用户绑定/解绑	Mobile Collection 商户收款	Account Opening Appointment 预约开户
Balance Enquiry 余额查询	Payment Tracker 查询付款进度	Greater Bay Area 粤港澳大湾区
Electronic Reply on Corporate Account Reconciliation 银企对账电子回函	Contacting Relationship Manager 联系客户经理	Finding Branch 营业网点
Transaction Authorization 交易授权	Downloading HSBC Mobile App 手机银行下载	Tools and Help 工具与帮助
	User Guide 用户指南	Ask Hui (Virtual Assistant Chatbot) 问小汇(汇丰企业服务智能 金融助手)

1.2 Customers subscribing for HSBC Corporate Banking WeChat Service under HSBC's WeChat Mini Program will be able to:

客户通过汇丰中国微信小程序开通汇丰中国企业银行微信服务后即可:

(a) use Mobile Collection function via HSBC Corporate Service WeChat Mini Program (subject to the completion of the Mobile Collection Verification Binding);

通过汇丰中国企业服务微信小程序进行商户收款(须完成综合支付验证方式绑定);

(b) check payment status via HSBC Corporate Service WeChat Mini Program (subject to the completion of the HSBCnet Verification Binding);

通过汇丰中国企业服务微信小程序查询付款进度(须完成汇丰财资网验证方式绑定);

- (c) check account balance via HSBC Greater Bay Area Corporate Service WeChat Mini Program (subject to the completion of the HSBCnet Verification Binding);

通过汇丰大湾区企业服务微信小程序查询账户余额(须完成汇丰财资网验证方式绑定);

- (d) submit account opening request to open account(s) with HSBC via HSBC Corporate Service WeChat Mini Program; and

通过汇丰中国企业服务微信小程序提交汇丰中国预约开户申请; 以及

- (e) receive notifications and messages relating to HSBC's banking services and products, and market information and activities.

接收有关汇丰中国银行服务及产品和市场资讯及活动的通知和信息。

2. Notes 注释

- 2.1 Functions such as Balance Enquiry, Electronic Reply on Corporate Account Reconciliation (including its notification), Payment Tracker and Contacting Relationship Manager will be activated after the relevant HSBCnet User completes the HSBCnet Verification Binding.

余额查询、银企对账电子回函(包括其通知)、查询付款进度及联系客户经理功能在相关汇丰财资网用户完成汇丰财资网验证方式绑定后方可使用。

- 2.2 Mobile Collection will be activated after the relevant Mobile Collection User completes the Mobile Collection Verification Binding.

商户收款在综合支付用户完成综合支付验证方式绑定后方可使用。

- 2.3 Any HSBCnet System Administrator may designate one or more HSBCnet User(s) to, via the "Electronic Reply on Corporate Account Reconciliation" function under HSBC Corporate Banking WeChat Service (after such HSBCnet User completes the HSBCnet Verification Binding), confirm the result of the Profiler Owner's or any Account Holder's Corporate Account Reconciliation on behalf of that entity.

任何汇丰财资网系统管理员可指定一名或多名汇丰财资网用户(在完成汇丰财资网验证方式绑定后)通过汇丰中国企业银行微信服务项下的银企对账电子回函功能, 代表业务关系所有人或任何账户持有人确认其银企对账的结果。

An HSBCnet User will be deemed to be authorized to confirm the result of Corporate Account Reconciliation on behalf of the Profiler Owner or any Account Holder for all accounts held by it if it is designated to do so under HSBCnet by an HSBCnet System Administrator for one or more accounts held by that entity.

若某一汇丰财资网用户在汇丰财资网项下被汇丰财资网系统管理员指定可为业务关系所有人或任何账户持有人的一个或多个账户进行银企对账结果的确认, 则该汇丰财资网用户将被视为已被授权代表该实体就其所有账户确认银企对账的结果。

- 2.4 Transaction Authorization is not directly available on the WeChat platform, which will re-direct the relevant user to HSBC Mobile App to complete the relevant authorization.

交易授权无法直接在微信平台上使用，需要跳转至手机银行完成。

- 2.5 Functions available on HSBC Corporate Service WeChat Mini Program such as Mobile Collection and Payment Tracker can be accessed from its home page or from the corresponding functional menu in HSBC's Official WeChat Account.

汇丰中国企业服务微信小程序上的商户收款和查询付款进度等功能可以通过小程序主页或者汇丰中国官方微信账号上的菜单进入。

- 2.6 Functions available on HSBC Greater Bay Area Corporate Service WeChat Mini Program such as Balance Enquiry can be accessed from its home page.

汇丰大湾区企业服务微信小程序上的余额查询等功能可以通过小程序主页进入。

3. HSBCnet Verification Binding 汇丰财资网验证方式绑定注意事项

HSBCnet Verification Binding shall be completed by an HSBCnet User via his/her personal WeChat account by following the instructions below:

汇丰财资网验证方式绑定应由汇丰财资网用户通过其个人微信办理，具体步骤如下：

- 3.1 In case of binding conducted via HSBC's Official WeChat Account:

若通过汇丰中国官方微信账号项下的步骤进行绑定：

Step 1: Search 汇丰中国企业服务 in WeChat and follow it.

第一步：通过微信搜索并关注汇丰中国企业服务。

Step 2: Click 用户绑定 on the menu bar.

第二步：点击菜单用户绑定。

Step 3: In the prompted graphic message, select 汇丰财资网用户绑定 and input the following information correctly:

第三步：在弹出的的图文消息中，选择汇丰财资网用户绑定，正确输入以下信息完成绑定：

- HSBCnet username
汇丰财资网用户名
- Token generated one-off password
动态密码器生成的动态口令

Note:

注：

- (A) Completion of binding conducted via HSBC's Official WeChat Account will also effect binding on HSBC Corporate Service WeChat Mini Program.

通过汇丰中国官方微信账号完成绑定亦将同时在汇丰中国企业服务微信小程序中完成绑定。

- (B) Unbinding from HSBC's Official WeChat Account will also effect unbinding from HSBC Corporate Service WeChat Mini Program and HSBC Greater Bay Area Corporate Service WeChat Mini Program.

在汇丰中国官方微信账号中解绑亦将同时解绑汇丰中国企业服务微信小程序和汇丰大湾区企业服务微信小程序。

3.2 In case of binding conducted via HSBC Corporate Service WeChat Mini Program:

若通过汇丰中国企业服务微信小程序项下的步骤进行绑定：

Step 1: Search 汇丰中国企业服务 in WeChat Mini Program searching and open it.

第一步：通过微信小程序搜索汇丰中国企业服务并点开。

Step 2: Click 查询付款进度 option on the home page.

第二步：点击主页上的查询付款进度选项。

Step 3: Where binding not yet completed before, accept the terms and conditions in the displayed page and input the following information correctly:

第三步：若未曾绑定，则接受页面上的条款和条件并正确输入以下信息完成绑定：

- HSBCnet username
汇丰财资网用户名
- Token generated one-off password
动态密码器生成的动态口令

Note: Completion of binding conducted via HSBC Corporate Service WeChat Mini Program will also effect binding on HSBC's Official WeChat Account.

注：通过汇丰中国企业服务微信小程序完成绑定亦将同时在汇丰中国官方微信账号中完成绑定。

3.3 In case of binding conducted via HSBC Greater Bay Area Corporate Service WeChat Mini Program:

若通过汇丰大湾区企业服务微信小程序进行绑定：

Step 1: Search 汇丰大湾区企业服务 in WeChat Mini Program searching and open it.

第一步：通过微信小程序搜索汇丰大湾区企业服务并点开。

Step 2: Click 用户绑定 option on the home page.

第二步：点击主页上的用户绑定选项。

Step 3:

第三步：

(a) Where binding already completed via other means before, click 同意并一键授权 to complete the binding.

若已通过其他渠道完成绑定，点击同意并一键授权完成绑定。

(b) Where binding not yet completed before, accept the terms and conditions in the displayed page and input the following information correctly:

若未曾绑定，则接受页面上的条款和条件并正确输入以下信息完成绑定：

- HSBCnet username
汇丰财资网用户名
- Token generated one-off password
动态密码器生成的动态口令

Note:

注：

(A) Completion of binding conducted via HSBC Greater Bay Area Corporate Service WeChat Mini Program will effect binding on HSBC's Official WeChat Account and HSBC Corporate Service WeChat Mini Program.

通过汇丰大湾区企业服务微信小程序完成绑定亦将同时在汇丰中国官方微信账号及汇丰中国企业服务微信小程序中完成绑定。

(B) Unbinding from HSBC Greater Bay Area Corporate Service WeChat Mini Program will not impact binding on HSBC's Official WeChat Account or any other WeChat Mini Program.

在汇丰大湾区企业服务微信小程序中解绑不会影响汇丰中国官方微信账号或其他微信小程序的绑定。

4. **Instant@dvice Verification Binding 贸易电子速递验证方式绑定注意事项**

Instant@dvice Verification Binding shall be completed by an owner of the designated email address under Instant@dvice service authorized by the customer via his/her personal WeChat account by following the instructions below:

贸易电子速递验证方式绑定应由经客户授权的贸易电子速递业务项下指定电子邮箱的持有人通过其个人微信办理，具体步骤如下：

Step 1: Search 汇丰中国企业服务 in WeChat and follow it.

第一步：通过微信搜索并关注汇丰中国企业服务。

Step 2: Click 用户绑定 on the menu bar.

第二步：点击菜单用户绑定。

Step 3: In the prompted graphic message, select 贸易用户绑定 and input the following information correctly:

第三步：在弹出的的图文消息中，选择贸易用户绑定，正确输入以下信息完成绑定：

- Trade account number
贸易账户号码
- Instant@dvice email address
贸易电子速递邮箱地址
- Bill/Loan number, or Documentary Credit(DC)/Guarantee number
贸易单据号码/贷款号码，或信用证号码/保函号码
- Password received in Instant@dvice email address
贸易电子速递服务邮箱中收到的验证码

5. **Mobile Collection Verification Binding 综合支付验证方式绑定注意事项**

Mobile Collection Verification Binding shall be completed by a Mobile Collection User via his/her personal WeChat account by following the instructions below:

综合支付验证方式绑定应由综合支付用户通过其个人微信办理，具体步骤如下：

Step 1: Search 汇丰中国企业服务 in WeChat and follow it.

第一步：通过微信搜索并关注汇丰中国企业服务。

Step 2: Click 商户收款 on the menu bar and input the following information correctly:

第二步：点击菜单商户收款，正确输入以下信息完成绑定：

- **Merchant ID**
商户号
- **Mobile Collection User ID**
综合支付用户编号
- **One-off password sent to the relevant Mobile Collection User's designated mobile number**
发送至综合支付用户指定手机号码的动态口令

6. Collection Verification Binding 收款验证方式绑定注意事项

Collection Verification Binding shall be completed by an owner of a designated email address as described above via his/her personal WeChat account by following the instructions below:

收款验证方式绑定应由上文所述指定电子邮箱的持有人通过其个人微信办理，具体步骤如下：

Step 1: Search 汇丰中国企业服务 in WeChat and follow it.

第一步：通过微信搜索并关注汇丰中国企业服务。

Step 2: Click 用户绑定 on the menu bar.

第二步：点击菜单用户绑定。

Step 3: In the prompted graphic message, select 汇入汇款用户绑定 and input the following information correctly:

第三步：在弹出的的图文消息中，选择汇入汇款用户绑定，正确输入以下信息完成绑定：

- **Designated email address for Collection Related Functions as described above**
上文所述的与收款相关的功能指定电子邮箱
- **Password received in the above email address**
上述电子邮箱中收到的验证码