

# Terms and Conditions for HSBC MPF eStatement and eAdvice Service

## 1. Scope of Service

- 1.1 We will from time to time determine or specify the scope and features of the Service and are entitled to modify, expand or reduce the same at any time with or without notice. In particular, we will from time to time determine, add to or delete from the Service the eCorrespondence and eReminder that will be covered under the Service at a particular time and how they will be provided.
- 1.2 If we give notice of a change to the Service, such notice may be made in such manner and by such means of communication as we shall deem fit.
- 1.3 If you have not requested us not to forward marketing materials to you, we may from time to time include within the Service or send with the eCorrespondence and eReminder marketing materials, relating to our products and services.

## 2. Provision and use of the Service

- 2.1 You should ensure that:
  - a. you have a valid PIB Profile;
  - b. you have a valid MPF Account;
  - c. you use such telecommunications equipment, telecommunications service provider and computer software that is capable of receiving and reading the eCorrespondence and eReminder, as accepted by us from time to time;
  - d. your email address and mobile phone number on our record are at all times (i) valid, (ii) up-to-date and (iii) capable of receiving the eReminder and any other messages from us; and
  - e. Your identification number in our record should always match with the relevant record in your PIB Profile
- 2.2 Under this service:
  - a. Each eCorrespondence will be provided to you by placing it in your PIB Profile;
  - b. eReminder will be provided to you by sending it to your email address on our record after the eCorrespondence placed in your PIB Profile.
- 2.3 You are responsible for paying all fees, charges and expenses for your telecommunications equipment and services provided by your telecommunications service provider in connection with the Service.
- 2.4 Unless we decide otherwise and subject to Clauses 2.5 and 2.6, where we have provided an eCorrespondence to you in accordance with Clause 2.2(a), we will not provide the corresponding Statement or Advice (as the case may be) to you.
- 2.5 At your request, we will provide the corresponding Statement or Advice in paper form after sending an eCorrespondence.
- 2.6 When the eReminder has failed to reach you, we will do the following (or any of them)
  - i. re-send it in accordance with our procedure for re-sending eReminder set by us from time to time; or
  - ii. deem to terminate the Service; and
  - iii. send you confirmation notice of the Service termination and correspondence Statement or Advice to your correspondence address on our record; and
  - iv. send you confirmation notice of the Service termination by SMS to your mobile phone number on our record; and
  - v. in our opinion, confirmation notice of the Service termination and correspondence Statement or Advice has failed to reach you, we may, but shall not be obliged to forward that Statement or Advice to your employer for delivery to you, if applicable.
- 2.7 We will send a reminder message to your mobile number on our record to remind you to read the eCorrespondence if you do not read the eReminder over a period as determined by us. If the reminder message has failed to reach you by your mobile number, we will, in our sole discretion, send a reminder letter to your correspondence address on our record.
- 2.8
  - a. You agree to carefully review, in a timely manner, all eCorrespondence provided to you. You are responsible for regularly checking your PIB Profile and email address for eCorrespondence and eReminder. You agree to advise us promptly of any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each eCorrespondence, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person.
  - b. You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an eStatement within 120 days after we issue it by the means set out in Clause 2.2(a). If we do not receive any such notice from you within the specified period, (i) the eStatement will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that eStatement.
- 2.9 You understand that an eCorrespondence placed in your PIB Profile will only be made available there for a designated period of time determined by us from time to time. After the designated period, we will periodically remove past eCorrespondence from there even if you have not viewed, accessed or saved them.
- 2.10 For the sole purpose of the Service, we grant you a non-exclusive licence to use any software used by us in providing the Service. We may also grant you such licence for any other purposes as we may decide from time to time. You agree not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.
- 2.11
  - a. An eCorrespondence placed in your PIB Profile will be considered as having been delivered to you at the time it is placed in your PIB Profile according to our record.
  - b. An eReminder provided to you by email will be considered as having been delivered to you at the time the eReminder was sent or re-sent according to our record except as set out in clause 7.2(a).
- 2.12 Unless we specify otherwise, where you have selected or we have designated a certain type, category or group of eCorrespondence to be provided to you under the Service, we will include under the Service the eCorrespondence of all MPF Accounts, MPF services and MPF products of that type, category or group which we may provide to you or which you may use in the future. We will give you further notice in this regard.
- 2.13 We may use any person for supporting the Service, including any telecommunications service provider or other independent service provider. That person is not our agent or nominee and we have no co-operation, partnership, joint venture or other relationship with it. We are not liable for any action, claim, loss, damage or liability of any nature which you may suffer or incur arising from or in connection with any act or omission of that person.
- 2.14 You should not regard any information or communication contained in (a) an eCorrespondence, (b) the eReminder, or (c) any hyperlink accompanying (a) or (b) as an offer or solicitation to subscribe for any service or product in any jurisdiction where it is unlawful to make such offer or solicitation to you in such jurisdiction.
- 2.15 You confirm that all information provided to us for the purposes of or in connection with the Service is complete, accurate and up-to-date at all relevant times. You agree to notify us promptly (by such means accepted by us) of any change in the information.
- 2.16 Any eReminder provided in Clauses 2.2(b) is one-way only and you should not reply to the same.
- 2.17 Once an eReminder has, according to our record, been sent to your email address successfully, we will not re-send it again. If you delete such eReminder, it cannot be sent again.
- 2.18 If you changed your correspondence address and/or email address and/or mobile phone number and/or telephone number on our record, we will, in our sole discretion, send a change of contact information confirmation notice to you.

## 3. Security

- 3.1 You understand and accept all possible risks involved in how eCorrespondence and eReminder is provided. Such risks may include that eCorrespondence and eReminder may be intercepted, monitored, amended, tampered with or disclosed to other parties without your authorisation.
- 3.2 You are responsible for the security of your telecommunications equipment. You must take all reasonable precautions to prevent anyone else from accessing any confidential information including the eCorrespondence and eReminder sent to your telecommunications equipment.
- 3.3 You must keep your security details secret. You must also take all reasonable precautions to prevent your security details and email address from unauthorised or fraudulent use.
- 3.4 You should never respond to a request to provide your MPF Account, security details or your personal data, even if the request appears to be from us. We will never make such a request.
- 3.5 You should never provide your MPF Account or personal data on screen following a website address or hyperlink from an eCorrespondence or eReminder. All website addresses and hyperlinks authorised by us are for your information only and we will not require you to provide data in that manner.

- 3.6 You should check the email address or website address of the sender of the eReminder to ensure that the eReminder is genuine and sent by us.
- 3.7 You must notify us promptly and in such manner as we may accept from time to time if (a) you fail to receive, access or view any eCorrespondence or eReminder, or (b) there is any delay in or any other problem with your receiving, accessing or viewing any eCorrespondence or eReminder from us.
- 3.8 You must inform us as soon as reasonably practicable and in such manner as we may accept from time to time of any matter which may affect our provision of or your use of the Service. These matters include the following (or any of them):
- if you know or suspect that any person knows your PIB Profile log-on credentials;
  - if you know or suspect that any person has, without your authorisation, accessed your PIB Profile, your email address, your eCorrespondence, your eReminder or any telecommunications equipment for receiving your eCorrespondence or eReminder;
  - if you change your email address or other contact details;
  - if your internet or telecommunications service or equipment has or will be suspended or terminated for any reason; and
  - if any email, eCorrespondence, eReminder, website hyperlink or your PIB Profile appears to be irregular.

#### 4. Limitation of our liability

- 4.1 Except as set out in Clause 4.2, we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):
- any failure or delay in providing the eCorrespondence and/or eReminder for any reason (including as a result of failure or error of any computer or electronic system or equipment);
  - any error or omission in the eCorrespondence and/or eReminder;
  - any disclosure of confidential information;
  - any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with your use of the Service; and
  - any suspension or termination of the Service under any other circumstance.
- 4.2 If it is proved that any of the events in Clause 4.1 was caused by gross negligence or wilful default of (a) ours, (b) our agents or nominees, (c) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- 4.3 If we can show that we have sent, or attempted to send, the eReminder according to the service scope of the Service as shall be determined by us from time to time, we have no liability to you if you suffer loss due to the eReminder not being received accurately or at all.

#### 5. Your indemnity

- 5.1 Except as set out in Clause 5.2, you will indemnify (a) us, (b) our agents and nominees, and (c) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the following (or any of them):
- any failure or delay in providing the eCorrespondence and/or eReminder for any reason (including as a result of failure or error of any computer or electronic system or equipment);
  - any error or omission in the eCorrespondence and/or eReminder;
  - any disclosure of confidential information;
  - any loss or damage to your data, software, telecommunications equipment or other equipment arising from or in connection with your use of the Service; and
  - any suspension or termination of the Service under any other circumstance.
- This indemnity shall continue after the termination of the Service or these Terms and Conditions.
- 5.2 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 5.1 was caused by gross negligence or wilful default of (a) ours, (b) our agents or nominees, or (c) our officers or employees or that of our agents or nominees, then you are not liable under Clause 5.1 to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

#### 6. Fees and charges

- 6.1 We will not charge fees and charges relating to the Service now provided, however, we reserve the right to at any time and from time to time impose fees and charge for the Service with reasonable notice.

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

- 7.1 You may terminate the Service at any time in such manner accepted by us from time to time.
- 7.2 We have the right to suspend or terminate all or any part of the Service for the following reasons with notice.
- eReminder under this service cannot be received by you successfully.
  - All your PIB profiles have been terminated.
  - All your MPF Accounts have been terminated and/or have not set up a completed member record.
  - When we have been notified the death or mental incapacitation of you.
- 7.3 Any suspension or termination of the Service does not affect the liabilities and rights between you and us respectively before the date of suspension or termination.

#### 8. Variation of terms

We and/or bank have the right to vary these Terms and Conditions (including any fees and charges) from time to time. We will give you notice by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to terminate the Service with effect before the date on which that variation takes effect.

#### 9. Waivers and remedies

No failure or delay by us and / or the bank in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under these Terms and Conditions is intended to be cumulative and in addition to any other right, power or remedy we have in law.

#### 10. Communications

- 10.1 Unless we specify otherwise, you will be considered as having received any notice given by us:
- at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
  - 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
  - immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
  - immediately after sending it to the mobile phone number last notified in writing by you (if sent by SMS);
  - immediately after emailing it to the email address last notified in writing by you and transmission establishes record generated that it was sent (if sent by email) except as set out in clause 7.2(a); or
  - immediately after placing it in the PIB Profile maintained by you with us and notified you of its available by the clause 10(e) (if made available there).
- 10.2 Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

#### 11. Direct marketing

We may from time to time include within the Service or send with the eCorrespondence and eReminder marketing materials relating to our MPF products and services, if we have your consent or no objection or otherwise permitted by law.

## 12. Partial invalidity

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability does not affect any other provision which remains in full force, validity and effect.

## 13. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

## 14. Governing law and version

14.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.

14.2 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

## 15. Jurisdiction

15.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.

15.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

## Definitions

**Advice** means any advice, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by us from time to time in paper form in relation to any MPF Account, service or product offered by us, and marked as such and excludes a Statement.

**Bank** means The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) with central entity number AAA523, and its successors and assigns.

**Correspondence address** means the latest postal address that you have registered with us.

**eAdvice** means an Advice in respect of MPF issued or made available by us from time to time in electronic form under the Service.

**eCorrespondence** means an eStatement or an eAdvice (or both) in respect of MPF issued or provided by us in electronic form under the Service.

**Email address** means the email address you last registered with us, at the time we send an eReminder to you.

**eReminder** means a notification in respect of MPF issued or provided by us in electronic form under the Service.

**eStatement** means a Statement in respect of MPF issued or made available by us from time to time in electronic form under the Service.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Mobile phone number** means the mobile phone number you last registered with us, at the time we send an SMS to you.

**MPF** refers to the service in respect of Mandatory Provident Fund provided by us.

**MPF Account** means any type of account in respect of MPF maintained by you with us.

**MPF scheme** refers to the scheme in respect of MPF provided by us.

**ORSO** refers to the service in respect of Occupational Retirement Schemes Ordinance provided by us.

**ORSO Account** means any types of account in respect of ORSO.

**Person** includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

**PIB** means the HSBC Personal Internet Banking Service provided by the Bank and us to its customers.

**PIB Profile** means your personal profile in HSBC Internet Banking through which you can access, view and transact your Accounts and use other services after entering your personal log-on credentials.

**Service** means the eCorrespondence and eReminder service in respect of MPF under which we may provide pursuant to these Terms and Conditions.

**Statement** means any statement, report, confirmation, receipt, record, acknowledgement, notice, message or communication issued or made available by us from time to time in paper form in relation to any MPF Account, service or product offered by us, and marked as such and excludes an Advice.

**Telecommunications equipment** includes mobile telephones, laptop computers, desktop personal computers, pocket personal computers, personal digital assistants and any other electronic media or equipment.

**we, us, our** refer to The Hongkong and Shanghai Banking Corporation Limited, the administrator of HSBC MPF schemes.

**you** or **your** means each person to whom the Service is provided and, where the context permits, includes any individual authorised by you to give instructions relating to the Service.

Issued by The Hongkong and Shanghai Banking Corporation Limited

