



Terms and Conditions for HSBC Internet Banking – Personal

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES. BY REGISTERING TO USE THE SERVICES, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS.

1. Services

(a) The Hongkong and Shanghai Banking Corporation Limited, Macau Branch (the 'Bank' which expression shall, where the context allows or requires, include its successors and assigns) shall provide subject to these Terms and Conditions online services and facility from time to time (the 'Services') through any Internet site established, operated and/or maintained by or on behalf of the Bank ('Internet Site') to enable customers (each a 'Customer' which expression shall, where the context requires, include any personal representative or lawful successor of the Customer) to give instructions to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the HSBC Group.

(b) As part of the Services, the Bank may make available via any Internet Site financial, market or other information and data ('Information') supplied by any person (each an 'Information Provider' which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ('Reports').

(c) The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation:-

(i) expanding, modifying or reducing the Services at any time;

(ii) imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Services ; and

(iii) prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones.

(iv) reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilised the relevant Service(s) for a period of time that the Bank may designate from time to time.

(d) The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.



2. Governing Terms and Conditions

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, information, goods, benefits and privileges from the Bank and/or other members of the HSBC Group as shall be made available from time to time. Transactions and dealings effected by using the Services are subject to the Terms and Conditions and the Bank's general Privacy and Security Statement. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

3. Use of the Services

- (a) To access the Services for the first time, the Customer is required to register online or in such other manner as the Bank may from time to time specify and indicate his acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify for identifying him.
- (b) By registering to use the Services, the Customer warrants that all information provided by the Customer to the Bank in relation to the Services is true, accurate, complete and up-to-date.
- (c) The Services are for the sole and exclusive use by the Customer.
- (d) The Customer shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer shall notify the Bank as soon as practicable if he becomes aware of such use.
- (e) Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon the Customer confirming his acceptance irrespective of any different rate, price or information quoted by the Bank.
- (f) The Customer acknowledges that there may be a time lag in transmission of instructions, information or communication via the Internet.

4. User ID, Password and Security Code

- (a) The Customer shall follow the guidance provided by the Bank online in designating the user identification code (the 'User ID') and the password (the 'Password') for identifying the Customer for the purposes of the Services.
- (b) The Customer may change the Password at any time but any change shall be effective only if accepted by the Bank. The User ID cannot be changed by the Customer.



(c) The Bank may, in its sole discretion require a Customer to use a security code (the 'Security Code', a one-time password generated by the Security Device as defined below) to access the Services in the event of which it is the sole responsibility of the Customer to apply to the Bank for a security device (the 'Security Device', an electronic device used to generate the Security Code) or a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.

(d) The Customer shall act in good faith, exercise reasonable care and diligence in keeping the User ID, the Password, the Security Device and the Security Code in secrecy. At no time and under no circumstances shall the Customer disclose the User ID, the Password and/or the Security Code to any other person or permit the Security Device to come into the possession or control of any other person.

(e) The Customer shall be fully responsible for any accidental or unauthorised disclosure of the User ID, the Password, the Security Device and/or the Security Code to any other person and shall bear the risks of the User ID, the Password, the Security Device or the Security Code being used by unauthorised persons or for unauthorised purposes.

(f) Upon notice, knowledge or suspicion of the User ID, the Password and/or the Security Code being disclosed to, and/or the Security Device being lost or has otherwise come into the possession or control of any unauthorised person or any unauthorised use of the Services being made, the Customer shall notify the Bank in person as soon as practicable or by telephone at such telephone number(s) as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer shall remain responsible for any and all use of the Services by unauthorised persons or for unauthorised purposes.

5. Customer's Instructions

(a) The Customer is required to quote any one or more of the User ID, the Password, the Security Code and any other identifiers as may be prescribed by the Bank from time to time in order to log-on to the Services and give instructions to the Bank online. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.

(b) Any instruction given in connection with the Services by quoting the User ID, the Password, the Security Code and such other identifiers of the Customer as prescribed by the Bank, once given, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the HSBC Group. All such instructions given, as understood and acted on by the Bank or the relevant member of the HSBC Group in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. The Bank and the relevant member of the HSBC Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User ID, the Password, the Security Code and such other identifiers (if any) of the Customer.



- (c) The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- (d) Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services will be provided by the Bank online. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of the Customer to check such advice or confirmation. It is also the duty of the Customer to enquire with the Bank if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- (e) Information relating to any account or transaction made available on the Internet Site(s) are for reference only. The Bank's records of such account and transaction shall be conclusive unless and until the contrary is established.
- (f) The Customer may online enquire into the transaction history of an account through the service of 'View Account History' under the Services hereunder. The transaction history available for such online enquiry is subject to the retention period of the Bank's records.
- (g) Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts of the Customer or the Services generally, the Bank may, in its absolute discretion and without any liability, refuse to act on or delay acting on the instruction and in that event, the Bank will, to the extent possible, inform the Customer as soon as practicable.

6. Fees

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services including, without limitation, to impose a charge for its provision of the Security Device and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.

7. Customer's Undertakings and Responsibilities

- (a) The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services. The Customer shall also ensure that all information provided to the Bank is at all times accurate, complete and up-to-date including, without limitation, the Customer's address and other contact details.
- (b) Customer understands that the Bank needs to and so authorises the Bank to process, share, store or transmit information about the Customer, the Customer's account(s) and/or the transaction(s) executed by the Bank on the Customer's behalf within the HSBC Group or with any institution or agent or third party used by the Bank in connection with the Services, either located in Macau, Hong Kong or anywhere in the world and as better detailed in Schedule A. The Bank undertakes that any such processing, sharing, storage or



transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Services.

(c) The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any software comprised in them.

(d) The Customer acknowledges that it is the responsibility of the Customer to determine independently market prices and rates for trading purposes through his usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect the Customer under all applicable laws.

8. Information and Information Providers

(a) The Customer acknowledges and agrees that the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'Confidential Information') are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.

(b) Unless expressly permitted by these Terms and Conditions, the Customer shall not, and shall not attempt to: -

(i) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;

(ii) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or

(iii) incorporate or combine the Confidential Information with any other programmers.

(c) The restrictions on disclosure shall not apply to any Confidential Information: -

(i) where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to the Bank; or

(ii) where the Bank has expressly agreed in writing to its disclosure.

(d) The Customer agrees that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary



property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.

(e) An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer's acceptance thereof.

(f) The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer.

(g) Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer or any other person.

(h) The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.

(i) No warranty, representation or guarantee of any kind relating to the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorised to give any such warranty, representation or guarantee.

9. Liabilities of the Bank

(a) The Bank will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.

(b) None of the Bank, any member of the HSBC Group or any Information Provider warrants or represents that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.

(c) The Bank will make all reasonable efforts to ensure that the Security Device provided to the Customer will perform as necessary to permit access to the Services as and when required. The Customer must notify the Bank immediately if any Security Device fails to function correctly and the only obligations that the Bank has in respect of such Security Device is to replace the same with a new Security Device at no cost to the Customer but

only (i) upon the defective Security Device being returned to the Bank within 90 days of its date of issue and (ii) if the Bank is satisfied that there is no default or negligence on the part of the Customer which results in or contributes to the Security Device's failure to function correctly. Other than as specified in this Clause 9(c), the Bank shall have no other liability in relation to this Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, the Bank cannot be held liable for any loss or damages incurred or suffered by the Customer arising from the Customer's failure to safe-keep and/or use the Security Device in accordance with the Bank's instructions and recommendations.

(d) Unless Clause 10(b) applies or due to the gross negligence or willful default of the Bank, any member of the HSBC Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the HSBC Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with: -

(i) use of the Services (including, without limitation, the use of the Security Device) and/or access to any information as a result of such use by the Customer or any other person whether or not authorised;

(ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the Security Device), in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and

(iii) transmission and/or storage of any information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.

(e) In no event shall the Bank, any member of the HSBC Group or any Information Provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

10. Liabilities of the Customer

(a) Unless Clause 10(b) applies, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Services (including, without limitation, the use of the Security Device) and/or access to any Information or Report or any other information as a result of such use by the Customer or any other person whether or not authorised.



(b) Subject to Clause 4(f) and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Services as a result of: -

(i) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9(a);

(ii) a human or system error of the Bank; or

(iii) a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees.

(c) The Customer shall indemnify the Bank, any member of the HSBC Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or willful default of the Bank, any member of the HSBC Group, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

11. Variation and Termination

(a) The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Services or their use by the Customer.

(b) The Customer may terminate the use of the Services at any time by giving to the Bank prior written notice.

(c) All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services by the Customer shall remain in full force and effect after suspension or termination including, without limitation, Clauses 3(b), 4, 7, 8, 9 and 10. Notwithstanding such suspension or termination, the Customer shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.

12. Amendments

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer



if the Customer continues to maintain or use the Services on or after the effective date of variation.

13. Communication

(a) The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.

(b) Communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 72 hours after posting if such address is in the Macau SAR and ten days after posting if such address is outside the Macau SAR or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

14. Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

15. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

16. Miscellaneous

(a) Where the account in question is a joint account, the reference in these Terms and Conditions to 'Customer' shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services.

(b) Unless the context otherwise requires, 'person' includes an individual, firm, company, corporation and an unincorporated body of persons.

17. Governing Law and Jurisdiction

(a) The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Macau SAR.



(b) Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the courts of the Macau SAR but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

18. Governing

Version

The Chinese version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and the Chinese version.

19. Assignability

Without prejudice to any right of assignment enjoyed by the Bank under any applicable law or any other documents, the Bank may, without any party's consent, assign any and/or all of its rights and obligations hereunder to any HSBC Group member(s) that are/is more than 50% owned or controlled by HSBC Group or to any branch or sub-branch of the Bank.

Personal Information Statement

Your Privacy Matters to Us

This notice is made by The Hongkong and Shanghai Banking Corporation Limited through its Macau branch (the "Bank") in accordance with Law 8/2005 and is intended to notify you why personal data is collected, how will it be used and to whom data access requests are to be addressed (the "Terms").

A. Why we collect your data

- a. From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- b. Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- c. It is also the case that data are collected from (i) customers in the ordinary course of the continuation of the banking relationship (for example, when customers write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the individual whose data are provided, (iii) information provided by the customer but, directly or indirectly, related to a different person than the account holder to the Bank or to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group, in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services or compliance with any laws, guidelines or requests issued by regulatory or other authorities and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information



available to the Bank or any member of the HSBC Group ("HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "member of the HSBC Group" has the same meaning).

B. How your data may be used - Data relating to an individual may be used to:

- i. consider applications for products and services and the daily operation of products, services and credit facilities provided to customers;
- ii. conduct credit checks (including without limitation upon an application for consumer credit (including mortgage loans) and upon periodic or special reviews of the credit which normally will take place one or more times each year);
- iii. create and maintain the Bank's credit and risk related models;
- iv. assist other financial institutions to conduct credit checks and collect debts;
- v. ensure ongoing credit worthiness of customers;
- vi. design financial services or related products for customers use;
- vii. market services, products and other subjects as described in paragraph E below;
- viii. determine the amount of indebtedness owed to or by customers;
- ix. collect of amounts outstanding from customers and those providing security for customers obligations;
- x. to the extent possible under local law, meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any member of the HSBC Group to comply with, or in connection with:
 1. any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Macau Special Administrative Region ("Macau");
 2. any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Macau existing currently and in the future and any international guidance, internal policies or procedures;
 3. any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of

the HSBC Group (together the "Authorities" and each an "Authority") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or

4. any agreement or treaty between Authorities;

xi. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

xii. conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;

xiii. meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;

xiv. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and

xv. any other purposes relating thereto.

C. Disclosure of your personal information - Information held by the Bank, or a member of the HSBC Group relating to an individual will be kept confidential but the Bank or the HSBC Group may provide such information to the following parties for the purposes set out in the preceding paragraph:

i. any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);

ii. third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);

iii. any Authorities;

iv. any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;

v. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

- vi. any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
- vii. credit reference agencies, and, in the event of default, to debt collection agencies;
- viii. any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, the preceding paragraph items(x), (xi) or (xii);
- ix. any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - 1. any member of the HSBC Group;
 - 2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - 3. third party reward, loyalty, co-branding and privileges programme providers;
 - 4. co-branding partners of the Bank or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant services and products, as the case may be);
 - 5. charitable or non-profit making organisations; and
 - 6. external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in the preceding paragraph item (vii).

Such information may be transferred to a place outside Macau and such location may not offer similar standards of protection as Macau.

D. Data access requests -any individual has the right:

- i. to check whether the Bank holds data about them and of access to such data;
- ii. to require the Bank to correct any data relating to them which is inaccurate;
- iii. to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank; and
- iv. in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.



The Bank may charge a reasonable fee for the processing of any data access request.

E. Use of Data in Direct Marketing

1. The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent for that purpose as indicated below. In this connection, please note that:

i. the name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;

ii. the following classes of services, products and subjects may be marketed:

1. financial, insurance, credit card, banking and related services and products;
2. reward, loyalty, co-branding or privileges programmes and related services and products;
3. services and products offered by the Bank's co-branding partners (the names of such co-branding partners will be provided during the application for the relevant services and products, as the case may be); and
4. donations and contributions for charitable and/or non-profit making purposes;

iii. the above services, products and subjects may be provided by or (in the case of donations and contributions) solicited by the Bank and/or:

1. any member of the HSBC Group;
2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
3. third party reward, loyalty, co-branding or privileges programme providers;
4. co-branding partners of the Bank and the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant services and products, as the case may be); and
5. charitable or non-profit making organisations;

iv. in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph E (1i) above to all or any of the persons described in paragraph E (1iii) above for use by them in marketing those services, products and subjects;

v. the Bank may receive money or other property in return for providing the data to the other persons in paragraph E (1iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.



If, at any time, a customer does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank through the contacts referred below.

During office hours on (853) 8599 2256 or Internet Banking Customer Service Hotline: (853) 8599 2882.