

# BUSINESS INTERNET BANKING SERVICE AGREEMENT

## 1. INTRODUCTION

The use of any and all services at or under the Business Internet Banking shall at all times be governed by the following terms and conditions, as may be modified or supplemented from time to time pursuant to the terms of this Agreement.

- 1.1 The Customer wishes to use the Business Internet Banking service provided by the Bank, and the Bank is willing to make the Business Internet Banking available to the Customer, subject to the terms and conditions contained or referred to in this Agreement.
- 1.2 The Customer will, through Customer Delegate(s), access the Business Internet Banking service through the [www.hsbc.com.mo](http://www.hsbc.com.mo) site.
- 1.3 By signing the Business Internet Banking Application Form and returning it to the Bank, the Customer agrees to be bound by the terms of this Agreement.
- 1.4 Defined terms used in this Agreement are set out below:

'Agreement'	This Business Internet Banking Service Agreement together with all the Business Internet Banking Application Form submitted by the Customer from time to time, as modified from time to time in accordance with the terms of this Agreement, including any supplementary terms for the provision of the Business Internet Banking service published by the Bank from time to time which shall form part of this Agreement.
'Bank' (also 'we', 'us', 'our')	The Hongkong & Shanghai Banking Corporation Limited, Macau
'Customer' (also 'you', 'your', 'yours')	The Customer named in the Business Internet Banking Application Form.
'Customer Delegate'	Any of the Primary User(s) or Secondary User(s) who are authorised by the Customer (or Primary User, in case of Secondary Users) from time to time to use the Business Internet Banking service.
'Customer Instruction'	Any request or instruction that is received by the Bank through the Business Internet Banking.
'HSBC Group'	HSBC Holdings plc and its subsidiary and associate undertakings, or any of their branches..
'Business Internet'	Any banking product or service provided by the Bank to the Customer as described

'Banking service' or 'Services'	in Clause 2 below.
'Business Internet Banking Application Form'	The application form provided by the Customer to the Bank from time to time in the form prescribed by the Bank, for the purpose of applying for and/or amending access to the Business Internet Banking service.
'Macau'	Macau SAR
'Online'	By way of Internet access to the Business Internet Banking.
'Password'	Any confidential password, phrase, code or number, or any other identification whether issued to the Customer or any Customer Delegate by the Bank or adopted by the Customer (including any Security Code) which may be used to access the Business Internet Banking.
'Limit * & Transaction Limit *'	Any limit on any Business Internet Banking service imposed by the Bank from time to time upon you generally or upon any Customer Delegate, or subject to the foregoing limit, any limit on any Business Internet Banking service imposed by you in the Business Internet Banking Application Form from time to time upon any Customer Delegate. In respect of the limit imposed by the Bank, the Bank may add or remove any types of limit and/or vary the amount of any limit at any time upon giving you not less than 30 days notice.
'User ID'	The user short name for the Business Internet Banking designated (whether by the Bank, the Customer or the Customer Delegate as the Bank shall prescribe) for use and/or used by the Customer Delegate.
'Security Code'	A one-time Password generated by the Security Token for use by a Customer Delegate to access the Business Internet Banking.
'Security Token'	An electronic device designated by the Bank for use by each Customer Delegate to generate the Security Code.
'Primary User'	The Customer Delegate authorized in the Business Internet Banking Application Form who are entrusted with responsibility for the Customer's on-going use of 'Business Internet Banking'
'Secondary User'	A Customer Delegate appointed by the Primary User.

## 2. THE SERVICE

2.1 The Business Internet Banking enables you to give us instructions Online in relation to account balance and transaction history enquiries, deposit rate and exchange rate enquiries, local transfers (inter-company), overseas remittances, new time deposit placement, set-up/change of time deposit maturity instructions, stopping cheque payment or reporting cheque loss, cheque book order and requesting interim/historical statements for any such account(s) of yours with any branch(es) of the

Bank in Macau as specified in your Business Internet Banking Application Form(s), and to receive messages from the Bank Online.

- 2.2 You agree to at all times, in addition to complying with this Agreement, exercise due diligence and good faith in using our Business Internet Banking. Should we be of the opinion that you or any of your Customer Delegates have in any way breached this Agreement, we shall have the right to, without further notice, suspend or terminate the use of our Business Internet Banking by you and/or any one or more of your Customer Delegates.
- 2.3 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: -
- 2.3.1 Expanding, modifying or reducing the Services at any time;
- 2.3.2 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;
- 2.3.3 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 Customer Instruction(s) 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; and
- 2.3.4 Reducing or re-setting a Transaction 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 or otherwise as part of the Bank's internal risk control program.

### 3.CUSTOMER INSTRUCTIONS

- 3.1 We will only accept a Customer Instruction if it has been effected through the Business Internet Banking using the appropriate Password(s) in accordance with this Agreement and as shall be prescribed by the Bank from time to time.
- 3.2 You request and authorise us to treat all apparently valid Customer Instructions received by the Bank as instructions properly authorised by you, even if they conflict with the terms of any other mandates given by you at any time concerning your accounts or affairs. Subject to our obligations in Clause 3.1 above, we shall be under no other obligation to check the authenticity of Customer Instructions or the authority of the person or persons giving them.

- 3.3 You are responsible for the accuracy and completeness of Customer Instructions and for ensuring that they will achieve your intended purpose. We are not liable for any loss or delay where the contents of a Customer Instruction are inaccurate or incomplete.
- 3.4 In the event that you request us to cancel or modify any Customer Instruction, we will make all reasonable efforts to comply with your request. However, we are not liable for any failure to cancel or modify the Customer Instruction if such a request is received at a time or under circumstances that render us unable to comply with your request.
- 3.5 We are entitled to debit your accounts, wherever they are situated and whenever they are opened, with any amounts that we have paid or incurred in accordance with a Customer Instruction.
- 3.6 We may, in our absolute discretion and without liability, refuse to act on or delay acting on a Customer Instruction if:
- 3.6.1 it is a request or instruction the effect of which would be to exceed the applicable Transaction Limit;
  - 3.6.2 we know of or suspect a breach of security in respect of or in connection with the operation of one or more of your accounts or the Business Internet Banking generally; or
  - 3.6.3 we have terminated this Agreement pursuant to Clause 16 hereof.
- 3.7 In the event that we do not act on or delay acting on a Customer Instruction pursuant to Clause 3.6 above, we shall notify you of this as soon as is reasonably possible.
- 3.8 A transaction being carried out is not always simultaneous with a Customer Instruction being given. Some matters may take time to process and certain Customer Instructions may only be processed during normal banking hours even though the Business Internet Banking is Online and may be accessible outside such hours. Where the processing of any Customer Instruction requires the presentation of supporting documents and/or other documents, the Customer Instruction will not be processed by the Bank unless and until the Bank receives all the required documents within three (3) business days after the date of the Customer Instruction, and the Customer Instruction shall be deemed as received by the Bank upon presentation of all the required documents.

- 3.9 As part of the Business Internet Banking service, you may issue a Customer Instruction requesting us to forward certain information to third parties on your behalf. If we agree to act on such request, we will use reasonable efforts to forward any such information to the recipient and address specified in the relevant Customer Instruction within a reasonable time of receipt of such Customer Instruction. You must ensure information you ask us to forward is complete, accurate and will not give rise to any claim against us (including without limitation any claim in defamation, in relation to privacy or for infringement of any other third party rights).
- 3.10 If we agree that you may communicate with us or we agree to communicate with you (or any third party) via email, the internet, or any other method (other than via the Business Internet Banking), you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.
- 3.11 You may check your transaction record(s) of the Business Internet Banking, by enquiring Online, calling up the call center of the Bank in Macau or approaching the branch(es)/sub-branch(es) of the Bank where the relevant account(s) is/are maintained. Such transaction records are also available in the relevant account statements sent by the Bank to you at regular intervals. If you identify any transaction error, you shall notify us immediately.

#### 4. PASSWORD

- 4.1 We will only accept access to the Business Internet Banking if the appropriate Password is used in accordance with this Agreement.
- 4.2 You request and authorise us to treat all access to the Business Internet Banking making use of the appropriate Password as having been properly authorised by you. Subject to our obligations in Clause 4.1 above, we shall be under no other obligation to check the authority or identity of the person or persons accessing the Business Internet Banking.
- 4.3 We may, in our absolute discretion and without liability, refuse to allow or delay allowing access to the Business Internet Banking if we know of or suspect a breach of security in respect of or in connection with the operation of the Business Internet Banking or we have terminated this Agreement pursuant to Clause 16 below. In such event, we shall notify you of this as soon as is reasonably possible.

#### 5. SERVICE INTERRUPTION

- 5.1 We may suspend any service provided to you under the Business Internet Banking without notice where we consider it necessary or advisable to do so, for example to protect you when there is a suspected

breach of security or we need to suspend the Business Internet Banking for maintenance or other reasons.

- 5.2 We will use reasonable efforts to inform you without undue delay through the Business Internet Banking, and/or our website(s) if any service under the Business Internet Banking is not available. In the event that we have levied any charge to you which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for the Business Internet Banking as a whole) then we will reimburse you this sum. Other than reimbursing any sum as set out above, we will have no further liability to you.
- 5.3 It may be necessary from time to time to suspend some or all of the Business Internet Banking for routine, non-routine or emergency maintenance where we consider it necessary to do so. In the event of such a suspension being necessary, we will in so far as is possible provide you with a reasonable period of notice prior to the suspension.

## 6. CONFIDENTIALITY

- 6.1 We will take reasonable care to ensure that information about you and all Customer Delegates which is stored or transmitted using the Business Internet Banking remains confidential and is not disclosed to any third parties outside the HSBC Group without your written permission. However, you authorise us to disclose information relating to you, your accounts and all Customer Delegates to any agent, contractor or third party service provider who provides services to us in connection with the operation of our business and where we are obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where we reasonably think necessary in order to give effect to a Customer Instruction or generally to enable us to provide the Business Internet Banking.
- 6.2 You agree that we, and any other members of the HSBC Group, may disclose information relating to you, your accounts and all Customer Delegates to other members of the HSBC Group where we consider this to be desirable for the effective provision of the Business Internet Banking, or so that services may be processed for us or any member of the HSBC Group in any country or jurisdiction, both inside and outside the Macau SAR.

## 7. SECURITY PROVISIONS

- 7.1 You and all Customer Delegates agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding security of the Business Internet Banking. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Business Internet Banking, and information stored on your computing and communications systems, and in particular your and any of your Customer Delegates' control of Passwords and access to the Business Internet Banking.
- 7.2 You confirm that you have assessed the security features of the Business Internet Banking and have

determined that they are adequate to protect each Customer Delegate's and your interests.

- 7.3 You agree to ensure that each of your Customer Delegates complies with the terms of this Agreement and any security procedures mentioned or referred to in it.
- 7.4 You must ensure that each of your Customer Delegates keeps his/her Password, Security Token secure and secret at all times and takes steps to prevent unauthorised use of his/her Password. For example, he/she must:
- 7.4.1 never write or otherwise record his/her Password in a way that can be understood by someone else except where it is required by the Bank for the registration of a Customer Delegate;
  - 7.4.2 never reveal his/her Password to anyone else including our staff except where specially provided in the Business Internet Banking;
  - 7.4.3 destroy any advice from us concerning his/her Password as soon as possible;
  - 7.4.4 avoid Passwords which may be easy to guess such as Passwords used in connection with third parties;
  - 7.4.5 inform us immediately if he/she believes that a third party may have seen or have had access to his/her Password;
  - 7.4.6 never record his/her Password on any software which retains it automatically (for example, any computer screen prompts of 'save Password' feature or the like on his/her Internet browser);
  - 7.4.7 ensure that he/she is not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys he/she is pressing while logging on;
  - 7.4.8 Change his/her Password on a regular basis and not alternate between Passwords;
  - 7.4.9 never personalise their Security Token in such a manner so as to allow or facilitate anyone to link the Security Token to them; and
  - 7.4.10 never allow anyone to come into possession or take control of or use their Security Token.
- 7.5 Once he/she has logged on to the Business Internet Banking, the Customer Delegate must not leave at any time the Internet terminal from which he/she has accessed the Business Internet Banking or let anyone else use the Internet terminal until he/she has logged off the Business Internet Banking. You will be responsible for ensuring that each Customer Delegate has logged off the Business Internet Banking at the end of any session.
- 7.6 You and your Customer Delegates must not permit Customer Delegates to access the Business Internet Banking from any computer connected to a local area network (LAN) or any public Internet access

device or access point without first making sure that no-one else will be able to observe or copy their access or get access to the Business Internet Banking pretending to be a Customer Delegate.

7.7 You and/or your Customer Delegates must notify us immediately of the following:

7.7.1 any unauthorised access to the Business Internet Banking which you or any of your Customer Delegates know of or suspect; or

7.7.2 if it is suspected that someone else knows the Password of one or more of the Customer Delegates or has access to any of their Security Token.

In the event of any such breach or suspected breach of security you must ensure that all your Customer Delegates change their Passwords immediately to the ones which they have not used before.

You hereby agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of security. We may disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

7.8 If you suspect any impropriety on the part of any Customer Delegate in connection with the Business Internet Banking or a Customer Delegate leaves your business, you must immediately take all steps available to ensure that the Customer Delegate is unable to access the Business Internet Banking, and/or to replace the Primary User (as the case may be).

7.9 You agree that you are solely responsible for the performance and protection of any browser used in connection with the Business Internet Banking including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers..

7.10 You agree to keep us indemnified against all actions, proceedings, costs, loss and damage of any kind which we or any other member of the HSBC Group may suffer as a result of your failure to comply with your duties under this Clause 7.

## 8. ACCURACY OF INFORMATION

We will take reasonable care to ensure that any information provided to you through the Business Internet Banking (including without limitation any account or transaction information) is an accurate reflection of the information contained in our computer systems. Due to the nature of the product and circumstances beyond our control we do not warrant that the information provided through the Business Internet Banking is accurate or error free. Some of the information available through the Business Internet Banking may be identified on the screens as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.

## 9. SECURITY TOKEN

- 9.1 We will make all reasonable efforts to ensure that any Security Token that we provide to you will perform as necessary to permit access to the Business Internet Banking as and when required. You and/or the relevant Customer Delegate will notify us immediately if any Security Token fails to function correctly.
- 9.2 We shall have no liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Token.
- 9.3 We shall not be liable for any loss or damages incurred or suffered by you or your Customer Delegates arising from or in connection with, whether directly or indirectly, your and their use of the Security Token.

#### 10. FEES, SUPPLEMENTARY TERMS, CHANGES TO AND TERMINATION OF THE AGREEMENT AND SITE

- 10.1 You agree to pay our charges (if any) for providing the Business Internet Banking as we advise you from time to time including, without limitation, charges for the Security Token. We may vary our charges and the frequency and dates of payment on giving you not less than 30 days notice. These charges are in addition to any charges for particular banking or other services we might provide through the Business Internet Banking in response to your requests.
- 10.2 You are liable for any telephone charges and any charges made by your Internet service provider as a result of the use by you of the Business Internet Banking.
- 10.3 You authorise us to debit any of your accounts with any charges for providing the Business Internet Banking.
- 10.4 When we introduce new products or services under the Business Internet Banking we may provide them on supplementary terms which will be notified to you from time to time in accordance with this Agreement.
- 10.5 The [www.hsbc.com.mo](http://www.hsbc.com.mo) site through which you access the Business Internet Banking is subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.
- 10.6 We may modify the terms of this Agreement on not less than 30 days notice to you or such shorter period (other than in the case of any variations to our charges) as is necessary for the effective operation of the Business Internet Banking.

#### 11. OUR LIABILITY TO YOU

- 11.1 Subject to Clause 11.4 below, we shall be liable to you for direct losses suffered by you arising out of your use of the Business Internet Banking where such losses are directly attributable to our willful breach of contract or to gross negligence of the Bank, its officers or employees.

- 11.2 Save to the extent required by applicable law, we will not be liable to you for any loss or damage arising out of your use of the Business Internet Banking, or caused by any breach of contract, including any breach of Clause 11.1 above or Clause 11.8 below, or negligence of the Bank, to the extent that such loss or damage is indirect, consequential or special, whether or not we have been advised of the possibility of such loss or damage.
- 11.3 You agree that unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for (a) any equipment, software or associated user documentation which any party other than us produces or supplies at any time for use in connection with the Business Internet Banking including, without limitation, the Security Token or (b) any services through which you access the Business Internet Banking which are not controlled by us.
- 11.4 Without prejudice to Clause 11.2 above, we will not be liable to you for any loss or damage arising out of your use of the Business Internet Banking to the extent that such loss or damage is:
- 11.4.1 A loss of profits;
  - 11.4.2 A loss of data; or
  - 11.4.3 any loss other than as set out in Clause 11.1 above whether or not we have been advised of the possibility of such loss or damage.
- 11.5 For the avoidance of doubt, the provisions of Clauses 11.4.1, 11.4.2 and 11.4.3 above shall each be construed as a separate exclusion of liability.
- 11.6 Nothing in this Agreement shall limit the Bank's liability for death or personal injury or for dishonesty, deceit or fraudulent misrepresentation on the part of the Bank.
- 11.7 We do not exclude or limit liability for loss of interest on your credit balances or interest incurred on your debit balances as a result of a Customer Instruction that we have processed in breach of our duties to you under this Agreement. We are not liable for this loss to the extent that it is attributable to your own neglect or default.
- 11.8 In the case of a breach of the undertaking in Clause 9.2, we will take all reasonable steps to correct the defect.

## 12. PASSWORD SET UP AND RE-SET

- 12.1 You may only access the Business Internet Banking via the [www.hsbc.com.mo](http://www.hsbc.com.mo) site. Customer Delegates are required to log on via the [www.hsbc.com.mo](http://www.hsbc.com.mo) site with the User ID and Password.
- 12.2 Reset procedures may be notified via the Business Internet Banking or via other means prescribed by us from time to time. You agree you will comply with such reset procedures as are in force from time to time.

## 13. AUTHORITY AND INDEMNITY

- 13.1 You request and authorise us from time to time to act upon written instructions or requests to us

concerning the administration of the Business Internet Banking when signed, or purporting to be signed, by any person(s) authorised by you for the time being for such purpose. Such instructions and requests may include, without limitation, the giving by you to us of requests (a) to add, remove or replace any Customer Delegate; (b) to reset any Password; or (c) to take any action to promote the continued and orderly operation of the Business Internet Banking.

- 13.2 We shall be entitled to refuse to act on any written instruction or request which is sent by facsimile transmission or other electronic communication in accordance with Clause 13.1 above. We agree however to use reasonable endeavours to inform you if we refuse to so act.
- 13.3 Where any written instruction or request referred to in Clause 13.1 above is sent by facsimile transmission or other electronic communication, you hereby request and authorise us from time to time without further authority or notice from you to act upon such instruction or request. In addition you agree that we shall not be liable to you or any third party for any loss or damage suffered by you or any third party arising from the facsimile transmission or other electronic communication being unauthorised or fraudulent and you agree to keep us fully indemnified against any claims or demands arising therefrom.
- 13.4 We shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to Clause 12 above and this Clause 13.
- 13.5 You explicitly permit and authorise the Primary User to create Secondary User(s) through the Business Internet Banking and further authorise the Primary User to define each Secondary User's daily Transaction Limits (subject only to the cap of the daily Transaction Limit of the said Primary User) for executing transaction(s) in your accounts through the Business Internet Banking. You hereby agree and confirm that identification documents (also called \*Know Your Customer documentation\*), as prescribed by the Bank from time to time, shall be submitted to the Bank within 15 days of creation of the Secondary User's profile online by the Primary User. You further agree and understand that until such documents are submitted to the Bank and verified by the Bank to its satisfaction, the Secondary User thus created shall only be able to view information through the Business Internet Banking and input transactions on the Business Internet Banking, but shall not be permitted to authorise execution of any transaction(s). The Bank reserves the right to revoke the access rights for such Secondary User(s) where the prescribed Know Your Customer documentation is not submitted to and verified by the Bank to its satisfaction within the said period of 15 days.
- 13.6 You authorise the Primary User to modify (increase or decrease) the daily Transaction Limits of the Secondary User(s) online through the Business Internet Banking.

#### 14. ELECTRONIC ADVERTISING

From time to time we may advertise our own products or services and those of other companies in the HSBC

Group and also those of other parties on our Internet website(s) through which you access the Business Internet Banking. If, in relation to other agreements between you and us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these electronic advertisements and consent to receiving them when accessing our Internet website(s) and/or the Business Internet Banking.

## 15. ENCRYPTION AND VIRUSES

- 15.1 You should be aware that we use a very high level of encryption. The use of such levels of encryption may be illegal in jurisdictions outside Macau SAR. It is your responsibility to ensure that, if outside Macau SAR, your ability to use the Business Internet Banking is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Business Internet Banking in these jurisdictions.
- 15.2 The Business Internet Banking is accessed through the Internet which is a public system over which we have no control. It is therefore your duty to make sure that any computer or other device which you use to access the Business Internet Banking is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components..
- 15.3 Due to the nature of the Business Internet Banking, we will not be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused by you using the Business Internet Banking unless such loss or damage is directly and solely caused by our gross negligence or deliberate default.

## 16. TERMINATION

- 16.1 Either party may terminate this Agreement on not less than 30 days' notice to the other party.
- 16.2 Either party may also terminate this Agreement with immediate effect by notice to the other, if the other party commits a material breach of this Agreement or becomes insolvent under the laws of any applicable jurisdiction.
- 16.3 Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of this Agreement (including, without limitation, Clauses 11 and 18) which is intended to apply after termination.
- 16.4 Upon termination of this Agreement, all provisions of this Agreement which in order to give effect to their meaning need to survive termination of this Agreement, shall remain in full force and effect. Notwithstanding termination, each party shall continue to be bound by this Agreement to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

## 17. FORCE MAJEURE

Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the

failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of this Agreement and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

## 18. MISCELLANEOUS

- 18.1 This Agreement is the entire agreement between the parties concerning the use of the Business Internet Banking. It supersedes all previous agreements, communications, representations and discussions between you and us relating to the Business Internet Banking. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect of the Business Internet Banking, except in the case of fraud. Any other agreements between us and you and/or mandates relating to the conduct of your accounts shall remain unaffected.
- 18.2 Where the Customer is a partnership, this Agreement will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
- 18.3 The provision of the Business Internet Banking in certain countries or territories may be subject to special supplementary terms. Where applicable, you confirm that you have received and read these terms and agree to be bound by them.
- 18.4 We both agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. You confirm that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under this Agreement in accordance with these laws, or will do so prior to any such transmission, processing or other handling. You agree that you will obtain such consent by getting all such employees and other persons to sign an appropriate consent in writing and, upon request, to provide to us copies of all such consents. You further agree to indemnify and hold the HSBC Group harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- 18.5 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
- 18.6 Subject to the applicable laws of evidence, each party agrees not to object to the admission of the records (including computer records) of the other as evidence in legal proceedings.
- 18.7 Copyright in the pages, screens, information (other than information about your accounts and financial affairs) and all material in their arrangement included in the Business Internet Banking (the ※Material※) is owned by or licensed to us or the HSBC Group unless otherwise noted. You may imprint, copy, download, or temporarily store extracts from the Material for your own information or when you use the Business Internet Banking. You may not alter or otherwise make any changes to any Material that you print or download including, without limitation, removing any identifying marks or legends from such

Material. Any other use is prohibited unless you first request and obtain our written permission.

HSBC is a trademark of HSBC Holdings plc and all rights in and to HSBC vest in HSBC Holdings plc. Other than as provided above, you may not use or reproduce the HSBC trademark, logo or brand name.

18.8 Nothing in this Agreement shall affect any right of set-off or combination which we have in relation to any accounts which you access Online.

## 19. LAW AND PROCEEDINGS

This Agreement is governed by and will be construed in accordance with the laws of the Macau SAR. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Macau SAR in respect of any proceedings which may be initiated in connection with this Agreement.

## 20. GOVERNING VERSION

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