恒生銀行
HANG SENG BANK

短信服务条款及细则

本条款及细则对恒生银行（中国）有限公司与客户之间就短信服务项下的责任进行规范及界定。凡使用恒生银行（中国）有限公司提供的短信服务的，均应受下列条款和细则的规范。本条款及细则是本行的任何其它与账户/服务有关的条款和细则的补充。若本条款及细则与其它账户/服务的条款和细则有任何冲突或抵触，则就短信服务而言，应以本条款及细则为准。

在使用恒生银行（中国）有限公司的短信服务前，客户务必阅读并充分理解本条款及细则（包括但不限于以加粗和/或下划线字体提示的条款），并特别注意其中限制或者豁免本行责任的条款。如客户对本条款及细则或服务有任何疑问，客户可联系阁下在本行的客户经理以获得相关说明，或者咨询客户的律师和相关专业人士。客户或任何被授权人士（就非个人客户而言）如使用服务，即构成客户已接受本条款及细则，客户及所有被授权人士均受本条款及细则的约束。

1.定义及释义

1.1 在本条款及细则中，除文义需要不同的释义，否则：
[本行]指恒生银行（中国）有限公司及其于中国成立的任何一家分行、支行及其它子公司以及其承继实体及受让实体；
[客户]指以其名义于本行开立指定账户并由本行向其提供服务的任何个人、公司、个人独资企业、合伙企业、政府部门或其它组织或实体。如属个人，则包括其任何个人代表或合法继承人；如属实体，包括其承继实体及受让实体；
[被授权人士]指任何非个人客户所指定的有权使用本服务的人士。
[本服务]指本行根据本条款及细则（尤其是第 2 条）不时提供的短信服务;
[指定移动电话]指客户根据下列第 3.1 条规定所指定的、用以接收短信的移动电话。

1.2 除非另有说明，否则本条款及细则所指的条文均指本条款及细则正文的条文。

1.3 本条款及细则各条文的标题仅供参考，不能作为解释本条款及细则的依据。

2.服务

2.1 **本行有权决定本服务的范围，并有权随时增加、修订或缩减本服务的范围，但应提前通知客户。**

2.2 客户应根据本行不时指定的方式开通本服务。**客户知晓根据本服务接收的任何信息只供参考之用，不应作为任何有关事项的最终证据。**

2.3 若就与本服务有关或为本服务而向本行提供的任何资料（包括客户指定移动电话）发生任何更改，客户应立即通知本行。

2.4 若客户指定移动电话或相关的电信服务无法接通或已被暂停，客户及有关被授权人士（如适用）必须立即通知本行。

2.5 **本行可因任何原因暂停或终止本服务而无须另行通知。该等原因包括但不限于数据无效、指定账户的关闭、有关的电信公司的网络或任何服务提供商的短信服务的故障、维护、更改、扩容及/或提升工程。对于该等暂停或终止，本行概不承担责任**。

2.6 客户可随时向本行发出格式和内容符合本行要求的书面通知以终止本服务，但本行也可酌情接受任何声称由客户或被授权人士（如适用）发出的口头通知终止或暂停本服务，本行不应对据此而采取的行动而承担任何不利责任。

3. 短信的发送

3.1 个人客户必须指定一个接收本服务项下短信的移动电话号码。非个人客户必须就每类短信指定接收短信的一名或多名被授权人士及其移动电话号码。本行只会将短信向客户指定的号码发送。客户及被授权人士（如适用）使用的移动电话必须是能够接收短信的电信设备兼容件。

3.2 如属个人客户，本服务适用于中国内地和香港特别行政区注册的手机号码。如属非个人客户，本服务仅适用于中国内地注册的手机号码。

3.3 若任何短信出现不正常的情况，客户需尽可能地通知本行。

3.4 若客户删除本行所发送的短信，被删除的短信不再重发。

3.5 除本条款及细则另有约定，银行不会就银行产品/服务接受或执行客户通过短信向银行发出的任何指示。

3.6 本行会留存本服务的记录，以备日后查询。

4.安全

4.1 **客户及有关被授权人士（如适用）有义务确保移动电话的安全，必须采取一切合理的措施防止任何其他人读取任何秘密信息。**

4.2 **如果任何看来由本行通过本服务发出的短信要求客户以短信的方式提供账户或密码情况，客户及有关被授权人士（如适用）绝对不能回复，因为本行绝不通过这种方式做出如此要求。**

4.3 **若指定的移动电话号码发生更改，或指定移动电话遗失、被窃或不再由客户及有关被授权人士（如适用）控制，或客户及有关被授权人士（如适用）与网络营运商的合约终止，客户必须尽快通知本行并办理相关的服务变更或终止手续。**

4.4 **在客户使用本服务的情况下，客户及有关被授权人士（如适用）应核对短信发信人的电话号码，以确保其真实性，且确实由本行发出。**

4.5 **若客户及有关被授权人士（如适用）携带指定移动电话离开中国内地，应暂停本服务。若客户及有关被授权人士（如适用）携带指定移动电话离开中国内地但并未暂停本服务，客户及有关被授权人士（如适用）将被视作已授权本行、网络营运商及任何与本服务相关的第三方为提供本服务而将客户及客户账户有关的资料，传送及储存于某些必要的国家或地域，以使短信能够传送到客户的指定移动电话。**

5.承认、保证及承诺

5.1 为申请和维持本服务之目的，客户或有关被授权人士（如适用）须签署本行认为需要或适当的有关表格及/或文件，提供本行认为需要或适当的有关资料和/采取有关行为。

5.2 因客户或有关被授权人士（如适用）没有遵守本条款及细则任何条款的规定而造成客户及客户账户相关信息的泄露，本行不承担负责。

5.3 为本服务提供支持的第三方并非本行的代理人，亦非本行的代表。本行与该等第三方之间并无任何合作、合伙、合营或其它关系。

5.4 如属个人客户，则本服务仅供其单独及排他使用。如属非个人客户，本服务仅可由客户或被授权人士（如适用）使用，不得由任何其它人使用。

5.5 **客户须负责采取适当措施，以随时监察及管理本服务的使用、被授权人士的委任及更换（如适用）及指定账户，并采取适当安全措施以防止未经许可的人士使用本服务或将本服务用于未经许可的用途。**

5.6 如非个人客户，客户保证其具有接受本条款及细则以及履行其在本条款及细则项下义务的全部权利和授权；其已采取或取得一切必要的公司内部或政府行动和批准，以接受本条款及细则、履行其义务和使用本服务。客户进一步保证，上述接受、履行和使用均不会违反其组织文件或适用法律的任何条款或与之相冲突。

5.7 如客户的被授权人士为一人以上，则根据本条款及细则，则每位客户及其被授权人士的法律责任及义务为连带的。

6.费用

6.1 客户须自行承担网络营运商及/或向客户或有关被授权人士（如适用）提供电信设备或该等设备服务的任何电信公司就接收短信收取的任何费用、收费或支出。

6.2 **本行保留就使用和/或终止本服务收取和更改费用的权利。本行应在其不时确定的任何费率生效前向客户发出合理的通知。如果客户在生效日期或其后继续维持或使用本服务，则该等费率应对客户具有约束力。本行可按其规定的方式和时间向客户收取费用。**

7.法律责任

7.1 **若短信没有传送或延迟传送，或短信信息有任何错误，或在本服务过程中发生任何干扰、中断、延误、损失、毁坏或其它故障（包括但不限于客户的电信设备由于任何原因失灵而无法接收信息、或出现任何与本服务有关且本行无法合理控制的通讯中断、机械故障、电力故障、路径故障、功能故障、失灵、中断或错误），除非该等情况是由于本行的重大过失或故意不当行为直接导致，否则本行无需就该等情况及其导致的后果向客户或任何被授权人士（如适用）或任何其他人士承担任何责任或义务。**

7.2 **在任何情况下，本行均不会对客户或被授权人士（如适用）就使用本服务而导致的任何偶然、间接、特殊、关联性或惩罚性的损害负责，包括但不限于有关使用、收入、利润和利息方面的任何损失。客户和被授权人士（如适用）承诺放弃就前述损失或损害提出任何索赔请求。**

7.3 **对于本行因提供本服务或履行本条款及细则项下义务、权力和权利而遭受的任何责任、索赔、求偿、损失、损害、成本、以及本行承担的或因本行提起或针对本行提起的任何诉讼或法律程序而产生费用和开支（包括但不限于按全额赔偿基础计算的法律费用），客户和每一被授权人士（如适用）应对银行承担连带赔偿责任，但因本行的重大过失或故意不当行为直接导致且可合理预见的损失和损害（如有）除外。**

8. 修订

本行可随时修改本条款及细则和/或引入额外的条款和细则。本行向客户发出合理通知后，对本条款和细则的修改和/或增加即告生效。如果客户在变更生效之日或之后继续维持或使用本服务，则该等变更即对其具有约束力。

9. 通知

9.1 所有送往客户在本行登记的联系地址或通过本服务发送至客户的指定移动电话的信息，将被视为在本行发送时已被客户收到。如果本行认为向客户在本行登记的联系地址或客户的指定移动电话已不能被客户收到，本行可以全权酌定停止发送以后的信息。

9.2 本行可采用本行认为合适的方法和通讯方式向客户发出通知，包括但不限于直接邮寄材料、广告、在分行张贴告示、公示于本行网站(www.hangseng.com.cn)、电子通讯方式，如电子邮件或通过本服务等。

10.可分割性

本条款及细则的每项规定是可分割的，并且独立于其它规定。如果一项或多项规定在任何时候根据任何司法管辖区的法律在任何方面成为不合法、无效或不可强制执行，其它规定合法性、效力或可强制执行性不受影响。

11.不弃权

本行的作为、延迟或不作为均不影响其在本条款及细则项下的权利、权力和补救措施，也不影响对上述权利、权力或补救措施的任何一步行使。本条款或条件下的权利和补救措施是对法律规定的权利和补救措施的补充，并且不排除法律规定的权利和补救措施。

12.不可抗力

本行无须就因非本行合理控制范围内的任何情况或事件而未能提供本服务而导致的任何损失、损害或其它后果负责。此等情形或事件包括但不限于任何通讯网络故障、罢工、停工或其它劳资纠纷、战争、暴动、内乱、恶意损坏、火灾、水灾、暴风雨等等。

13.其它事项

客户授权本行根据《适用于所有在恒生银行（中国）有限公司及其分支行开立的账户之账户条款及细则》(本行官网 www.hangseng.com.cn 首页"下载中心之"账户条款及细则"）及《个人信息及隐私保护政策》(本行官网 www.hangseng.com.cn 首页"个人信息及隐私保护政策”)的约定，为提供本服务以及履行本条款及细则之目的收集、传输、加工、保存、查询和使用客户信息（包括客户或每位被授权人士的个人信息）。

14.法律管辖及司法权管辖

14.1 本条款及细则及其下的各方的权利和义务受中华人民共和国的法律（为免疑义，不包括香港特别行政区、澳门特别行政区或台湾地区法律）管辖，并按其解释。

14.2 因履行本条款及细则所发生的或与本条款及细则有关的一切这个争议、纠纷，各方可协商解决。协商不能解决时，任何一方可以依法向为客户提供本服务的本行分支机构所在地有管辖权的法院起诉。客户接受该法院行使非专属司法管辖权，本行有权在任何其它拥有管辖权的法院提请解决相关争议和纠纷。在诉讼期间，本条款和细则不涉及争议部分的条款仍须履行。

15.有效文本

本条款及细则由中英文两种语言制定，具有相同法律效力，但如有任何歧义，概以中文版本为准。

Terms and Conditions for SMS Services

The Terms and Conditions hereunder provide and define the obligations of both the Customer and the Hang Seng Bank (China) Limited under the SMS Services. The use of SMS services made available by the Hang Seng Bank (China) Limited shall at all time be governed by the following Terms and Conditions. Such other terms and conditions shall apply as if they were expressly extended to the use of the Services. However, where there is any discrepancy between these Terms and Conditions and such terms and conditions, these terms and conditions shall prevail for purposes of the SMS Services.

The Customer must read these Terms and Conditions (including but not limited to terms highlighted in bold and/or underlined font) carefully before using SMS Services, and pay particular attention to clauses that limit or exempt the Bank's liability. If the Customer has any question about these Terms and Conditions or the Services, the Customer may contact the relationship manager at the Bank for clarification or consult the Customer's lawyer and other relevant professionals. Any use of the Service by the Customer or any of the Authorised Persons (in relation to non-personal Customers) shall constitute acceptance of these Terms and Conditions by the Customer and the Customer and all Authorised Persons shall be bound by these Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions unless the context otherwise requires:
"Bank" means Hang Seng Bank (China) Limited acting through its branches in Mainland China, and its successors and assigns.
"Customer" means any natural person, corporation, sole proprietorship, partnership, statutory body or authority in whose name the account is opened with the Bank's branches in Mainland China to which the Bank provides the Services and, in the case of a natural person includes any personal representative or lawful successor of such person, and in the case of an entity, includes its successors and assigns;
"Authorised Person" means any authorised Services user of non-personal Customer.
"Services" means the SMS services provided by the Bank from time to time subject to these Terms and Conditions and more particularly described in Clause 2.
"Designated Mobile Phone" means the mobile phone with the number nominated by the Customer for receiving the SMS under 3.1 below.

1.2 Unless otherwise stated, reference to Clause means the clauses of these Terms and Conditions.

1.3 Clause headings shall be ignored in the interpretation of these Terms and Conditions.

2. The Services

2.1 The Bank has the right to determine the scope of the Services to be made available and the Bank may expand, modify or reduce the scope of the Services from time to time, but will give notice in advance.

2.2 The Customer shall apply for the Services in the manner as the Bank may from time to time specify. **The Customer acknowledge any information received under the Services is for information only and shall not be taken as conclusive evidence of the matter to which it relates.**

2.3 The Customer shall promptly notify the Bank of any changes to information/documents provided to the Bank related to or for the purposes of the Services including the details of the Customer Designated Mobile Phone.

2.4 The Customer and Authorised Person (where applicable) must notify the Bank immediately upon the disconnection or suspension of the Designated Mobile Phone or related telecommunications service.

2.5 The Services may without notice to the Customer be suspended or terminated for any reason including without limitation to invalid data, closure of related account(s), breakdown, maintenance, modification, expansion and/or enhancement work caused or initiated by the telecommunications company(ies) in relation to their network or by any service provider in respect of the Services. The Bank will not assume any liabilities or responsibilities for any such suspension or termination.

2.6 The Customer may terminate the use of the Services at any time by giving to the Bank a written notice in such format and content as the Bank may require from time to time provided that the Bank may at its discretion act on any oral notice purportedly given by the Customer or Authorized Person (where applicable) and any action so taken by the Bank shall not render it liable to the Customer.

3. Sending of SMS

3.1 The personal Customer may nominate the number of one mobile phone on which the Customer will receive the SMS. The non-personal Customer may nominate one or several Authorised Persons and their mobile phone numbers on which Authorised Persons will receive designated type of SMS. The Bank will only send SMS to the number(s) designated by the Customer. The mobile phone of the Customer and Authorised Person(s) must be a compatible piece of telecommunications equipment capable of receiving such SMS.

3.2 In the case of a personal Customer, the Services are applied to mobile phone number registered in mainland China and Hong Kong SAR. In the case of a non-personal Customer, the Services are only applied to mobile phone number registered in mainland China.

3.3 The Customer shall inform the Bank as soon as possible if any of the SMS messages appear to be irregular.

3.4 If the Customer deletes the SMS messages which the Bank has sent to the Customer, the deleted messages cannot be sent again.

3.5 Except as otherwise provided in these Terms and Conditions, the Bank shall not accept or act on any Customer instruction relating to banking products/services given to the Bank by SMS.

3.6 The Bank will keep the SMS record for future enquiry.

4. Security

4.1 <u>The Customer and Authorised Person (where applicable) are responsible for the security of the Designated Mobile Phone and must take all reasonable precautions to prevent unauthorized access to any confidential information.</u>

CNXSMS2-R6(YX) 4-6 12/18E

4.2 The Customer and Authorised Person (where applicable) should never respond to a request purportedly from the Bank via the Services requesting the Customer to provide account or security details by SMS, as the Bank will never make such a request.

4.3 The Customer and Authorised Person (where applicable) must inform the Bank as soon as possible if Designated Mobile Phone number changes or if Designated Mobile Phone is lost, stolen or no longer under control or if contract with the network operator ends.

4.4 The Customer and Authorised Person (where applicable) should check the telephone/mobile number of the sender of SMS under the Service to ensure that they are genuine and sent by the Bank.

4.5 The Customer and Authorised Person (where applicable) should suspend the Service if the Customer and Authorised Person (where applicable) are taking Designated Mobile Phone outside mainland China. If the Customer and Authorised Person (where applicable) takes Designated Mobile Phone outside mainland China without suspending the Service, the Customer and Authorised Person (where applicable) shall be deemed to authorise the Bank, the network operators and any third party to whom information about Customer and Customer's account has been passed for the provision of the Service to transmit such information and store information in such countries or territories as are necessary to send SMS to designated mobile phone.

5. Acknowledgements, Warranties and Undertaking

5.1 The Customer and Authorised Person (where applicable) at the request of the Bank executes such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Services.

5.2 The Bank will not be liable for any disclosure of information relating to the Customer and the Customer's account(s) when Customer or any Authorised Person (if applicable) has not complied with any clause in these Terms and Conditions.

5.3 The third parties who support the Services are neither agencies of the Bank nor representing the Bank. There is no co-operation, partnership, joint venture or other relationship between any third parties with the Bank.

5.4 In the case of a personal Customer, the Services are for his or her sole and exclusive use. In the case of a non-personal Customer, the Services shall be used by the Customer or Authorised Person(s) only and not by any other person.

5.5 It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorised Persons (where applicable), and the designated accounts, and to adopt proper security measures to prevent the Services being used by unauthorised persons or for unauthorised purposes.

5.6 In the case of a non-personal Customer, the Customer warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative action has been taken to approve the acceptance of these Terms and Conditions, performance of its obligations and use of the Services. The Customer further warrants that such acceptance, performance and use shall not contravene or conflict with any provision of its constitutional documents.

5.7 Where the customer designates more than one person as its Authorised Persons, then under these Terms and Conditions, the liability and obligations of each Customer and its Authorised persons are joint and several.

6. Fees

6.1 Customer shall bear any fees, charges or expenses which may be imposed by the network operator and/or any telecommunications company providing or servicing telecommunications equipment in connection with receiving SMS under the Services.

6.2 The Bank reserves the right to charge fees in relation to the use and/or termination of the Services 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 the manner and at the intervals as the Bank may specify.

7. Restriction of Liabilities

7.1 **If an SMS message is not delivered or is delayed, or if there are any errors in the SMS message, or if any interference, interruption, delay, loss, damage or other malfunction occurs during the course of this Service (including but not limited to the Customer's telecommunications equipment failing to receive information for any reason, or any telecommunications breakdown, mechanical failure, power failure, path failure, malfunction, breakdown, interruption or error related to the Services that is beyond the reasonable control of the Bank), unless such circumstances are directly caused by the Bank's gross negligence or willful misconduct, the Bank does not assume any liability or responsibility to the Customer or, in case of a non-persona Customer any Authorised Person or any other person for the consequences arising from or in connection with any of the aforementioned circumstance.**

7.2 In no event shall the Bank be liable to the Customer or, in the case of a non-personal Customer, any Authorised Person or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation any loss of use, revenue, profits or savings. The Customer or, in the case of a non-personal customer, any Authorised Person waive any and all claims for such losses or damages.

7.3 The Customer and, where applicable, each Authorised Person shall jointly and severally indemnify the Bank against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by the Bank and at actions or proceedings which may be brought by or against the Bank in connection with the provision of the Services or the performance or exercise of the Bank's obligations, powers and right under these Terms and Conditions unless due to the gross negligence or willful default of the Bank and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

8. 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 upon reasonable notice given by the Bank to the Customer and shall be binding on the Customer if they continue to maintain or use the Services after the effective date of variation.

9. Notice

9.1 All communications sent to the contact details registered by the Customer with the Bank or via the Service to Customer's Designated Mobile Phone shall be deemed to be delivered to the Customer at the time when the communication was sent by the Bank. If in the Bank's opinion the communications sent further to the details registered with the Bank or to Customer's Designated Mobile Phone have failed to reach the Customer, the Bank may in its sole discretion stop sending further communications.

9.2 Any notice from the Bank to the Customer may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material, advertisement, branch display, publicity on our official website(www.hangseng.com.cn), electronic communications such as e-mail or via the Service etc.

10. 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.

11. 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.

12. Force Majeure

The Bank shall not be liable for any losses, damages or other consequences arising from its failure to provide the Services due to any circumstances or events beyond the Bank's reasonable control, including, without limitation, failure of any communication network, strikes, lock-outs or other industrial disputes, war, riot, civil commotion, malicious damage, fire, flood, storm, etc.

13. Miscellaneous

The Customer authorizes the Bank to collect, transmit, process, store, inquire into, and use the Customer's information (including the personal information of the Customer or each Authorised Person) for the purpose of providing the Services and performing the Terms and Conditions hereof, in accordance with Account Rules Applicable to All Accounts Maintained with Hang Seng Bank (China) Limited and its Branches (available in the "Download Centre" section on the homepage of the Bank's official website at www.hangseng.com.cn), and the Personal Information and Privacy Protection Policy (available in the "Personal Information and Privacy Protection Policy" section on the homepage of the Bank's official website at www.hangseng.com.cn).

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of PRC (for the avoidance of doubt, excluding the laws of Hong Kong Special Administrative Region, the Macao Special Administrative Region, or Taiwan).

14.2 Any dispute or controversy arising out of or in relation to these Terms and Conditions shall be resolved by negotiation. If it is impossible to resolve by negotiation, each party may submit the dispute to jurisdiction of the Courts where the branch of the Bank providing the Servies is located. The Customer hereby accepts the non-exclusive jurisdiction of such court, and the Bank shall have the right to bring proceedings in any other court of competent jurisdiction in respect of such dispute. During the course of any legal proceedings, the provisions of these Terms and Conditions not affected by the dispute shall remain in full force and effect.

15. Governing Version

These Terms and Conditions are prepared in both Chinese and English and the two versions shall have the same legal effect. In the event of any inconsistency, the Chinese version shall prevail.

CNXSMS2-R6(YX) 6-6 12/18E