

滙豐個人網路銀行/行動銀行服務約定書

2013 年 10 月 29 日生效

滙豐個人網路銀行服務約定書(以下簡稱「本約定書」)是您與滙豐(台灣)商業銀行股份有限公司(以下稱「滙豐」)在台灣就滙豐提供之網路銀行服務(以下簡稱「本服務」)所生權利與義務關係之約定。為保障您的權益，請於使用本服務前，詳細閱覽以下約定。

一、銀行資訊

1. 銀行名稱：滙豐(台灣)商業銀行股份有限公司
2. 申訴及客服專線：02-8072-3000
3. 網址：www.hsbc.com.tw
4. 地址：110 台北市信義區基隆路一段 333 號 13、14 樓
5. 傳真號碼：02-66389388
6. 銀行電子信箱：customervoicetwm@hsbc.com.tw

二、本約定書適用範圍

1. 本約定書是您與滙豐間針對本服務的一般性共同約定，除個別契約另有約定外，您與滙豐之間就本服務的使用以及操作，均依本約定書的約定定之。
2. 個別契約不得牴觸本約定書。但個別契約對您的保護更有利者，從其約定。
3. 本約定書條款如有疑義時，應為有利於消費者之解釋。

三、名詞定義

1. 「網路銀行服務」(Internet Banking)：您透過電腦或搭載滙豐行動銀行應用程式之行動裝置(包括智慧型手機或其他具有連結網際網路功能之手持裝置)經由網路與滙豐電腦連線，無須親赴滙豐櫃台，即可直接取得滙豐所提供之各項金融服務。
2. 「簡訊服務業務」(Short Message Service)：指滙豐透過手機簡訊通知方式，提供各項金融訊息通知服務。
3. 「電子文件」(Electronic Message)：滙豐或您經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
4. 「營業日」：指週一至週五，及其他依主管機關調整為工作日之例假日，但國定假日、政府機構公告停止上班日、以及滙豐依規定對外停止營業日除外。
5. 「營業時間」：指營業日上午九點至下午三點三十分。但滙豐可因服務項目的特殊性，另行約定或公告營業時間。

6. 「交易訊息簽署」(Transaction Data Signing):指於網路銀行進行轉帳/匯款交易時，需先於加密小精靈輸入受款人帳戶後 8 碼以產生一組交易授權碼，再輸入此授權碼於網路銀行，經系統確認此授權碼確為轉帳/匯款至該受款人帳號之交易後，始得執行匯出。

四、網頁及行動銀行應用程式下載之確認

1. 滙豐將應盡善良管理人的注意義務，隨時維護網站或行動銀行應用程式下載服務之正確性與安全性，並隨時注意有無偽造滙豐之網頁，以避免您的權益受損。
2. 您使用本服務前，請先確認滙豐正確的網址或正確下載及安裝滙豐行動銀行應用程式，才能使用網路銀行服務；如有疑問，請撥打滙豐(台灣)電話理財中心 02-8072-3000 詢問。
3. 滙豐應以一般民眾得認知之方式，告知您網路銀行應用環境之風險。

五、啟用手續、使用限制與服務項目

1. 您申請本服務之條件必須為滙豐理財服務之客戶，您應先至滙豐網站完成本服務線上之註冊程序及認證碼(加密小精靈)之啟用程序後，即可使用本服務。
2. 您如欲透過行動裝置使用本服務者，須先行下載及安裝滙豐行動銀行(手機或平板電腦)應用程式至您的行動裝置內。
3. 如您已透過電腦或行動裝置登入網路銀行，而再以其他電腦或行動裝置(手機或平板電腦)登入網路銀行時，原先已登入之網路銀行將被強制登出。本約定書所提供之服務項目如下，惟透過行動裝置(手機或平板電腦)使用本服務者，所提供之服務項目僅限本項第(1)、(2)、(4)、(5)及(9)款。各項服務若因主管機關或本行認定需增減者，悉依當時滙豐網站所提供之服務項目為準。如於網站呈現相關訊息者，滙豐應確保該訊息之正確性，對消費者所負之義務不得低於網站之內容。

- (1) 帳戶總覽
- (2) 轉帳
- (3) 基金/信託投資
- (4) 定期存款
- (5) 利率查詢/外幣匯率試算
- (6) 帳戶服務
- (7) 對帳單與通知
- (8) 簡訊服務
- (9) 其他經主管機關核准或滙豐同意辦理之項目。

六、匯款及轉帳等交易重要事項

1. 您於本服務中所進行之所有匯款及轉帳等交易，皆需進行交易訊息簽署，並應遵守滙豐針對每筆、每日或每月之交易金額所訂定之限額，若超過限額或帳戶內餘額不足以支應匯款及轉帳等交易金額時，滙豐有權不執行您的交易指示或停止本服務。



2. 滙豐得隨時調整其針對每筆、每日、每月之交易金額所訂定之限額，並將該項調整公告於滙豐網站。

七、連線使用的網路

1. 您與滙豐同意使用網路進行電子文件傳送及接收。
2. 您與滙豐應分別針對網路使用的各項權利義務關係與各自的提供網路服務業者簽訂網路服務契約，並各自負擔網路使用的費用。
3. 您使用滙豐本服務進行國內外匯款、轉帳等交易，若發生可歸責於他行或提供網路服務業者、或您的電腦或行動裝置故障等連線中斷等事由所造成之損失時，滙豐將不負損害賠償責任，惟滙豐同意提供必要之協助。

八、電子文件的接收與回應

1. 滙豐接收經滙豐及您同意用以辨識身分的電子文件後，除查詢之事項外，滙豐應提供該交易電子文件中重要資訊之網頁供您再次確認後，即時進行檢核及處理，並將檢核及處理結果以電子文件或電話通知您。
2. 滙豐或您接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送過。但滙豐可確定您身分時，應立即將內容無法辨識之事實，以電子文件或電話通知您。
3. 當您手機遺失被竊、被盜或其他類似之情形發生時，應即刻通知滙豐終止簡訊服務，倘若您未即時終止簡訊服務而致傳送失敗無法收取簡訊內容所產生之任何損失，滙豐將不負任何賠償責任。

九、電子文件的不執行

1. 如經研判有下列情形，滙豐可不執行您的指示，或於下列情形消滅前，暫停執行您的指示：
 - (1) 滙豐得知或合理懷疑您有違反網路安全行為，或您使用本服務時有任何可疑情況。
 - (2) 滙豐有具體理由懷疑您傳遞的電子文件的真實性或您指定事項的正確性。
 - (3) 滙豐若依據您傳遞的電子文件處理，將違反相關法令規定。
 - (4) 滙豐因您的原因而無法於帳戶扣取您所應支付的費用。
2. 滙豐若不執行或暫停執行以上電子文件者，將儘速依據您留存的連絡方式，同時將不執行或暫停執行的理由及情形以電子文件或電話通知您，您接受通知後可以電話向滙豐確認。但因提供網路服務業者傳輸訊號品質不良所造成之電子文件不執行，不在滙豐負責範圍內。

十、電子文件交換作業時限

1. 電子文件是由滙豐電腦自動處理，您發出的電子文件經您依滙豐提供之再確認機制確定其內容正確性後，傳送至滙豐後即不得撤回。但未到期的預約交易，從電子文件到達滙豐時，至預定交易日之前一個工作日止，您可撤回或修改。

2. 若電子文件經由網路傳送至滙豐後，於滙豐電腦自動處理中已超過滙豐營業日之營業時間時(上午九點至下午三點三十分)，滙豐應立即以電子文件或電話通知您，該筆交易將自動改於次一營業日處理或依其他約定方式處理。

十一、費用

1. 網路銀行理財服務部分：

- (1)您同意自使用本服務之日起，依約定收費標準繳納服務費、手續費及郵電費，並授權滙豐自您之帳戶內自動扣繳；如未記載者，滙豐不得收取。
- (2)前款收費標準於訂約後如有調整者，滙豐應於銀行網站之明顯處公告其內容，並以電子郵件或電話通知您調整之內容。
- (3)第二款之調整如係調高者，滙豐應於網頁上提供您表達是否同意費用調高之選項。您未於調整生效日前表示同意者，滙豐將於調整生效日起暫停您使用網路銀行一部或全部之服務。您於調整生效日後，同意費用調整者，滙豐應立即恢復網路銀行契約相關服務。
- (4)前款調高費用之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

2. 銀行簡訊服務部份：

使用本項服務目前不需另外付費，但您若出國使用國際漫遊接收本服務時，各無線通訊系統經營業者將依該系統經營之收費標準，酌收電信費用。若未來滙豐要收費，則滙豐將以簡訊通知您，如您於收到通知後仍繼續利用本項服務，則視為您同意付費。

3. 特定金錢信託資金投資國內/國外共同基金服務部份：

當您自使用本項服務之日起，願依滙豐規定收費標準繳納各項服務費及其他費用，並授權滙豐自您的帳戶內自動扣款，若帳戶餘額不足時，滙豐有權停止本項服務。您給付滙豐之所有費用，均不包括任何稅捐。若有稅捐，您必須另行支付，並授權滙豐自您指定帳戶內自動扣繳。

十二、您的軟硬體安裝與風險

1. 您申請使用本服務，應自行安裝所需的電腦軟體、硬體，以及其他與安全相關的設備。安裝所需的費用及風險，由您自行負擔。
2. 前項軟硬體設備及相關文件如由滙豐所提供，滙豐僅同意您於約定服務範圍內使用，不可將其轉讓、轉借或以任何方式交付第三人。滙豐並應於網站及所提供軟硬體之包裝上載明進行本服務之最低軟硬體需求，且負擔所提供軟硬體之風險。為提升網路銀行交易安全而進行的相關軟硬體更換，滙豐並得事先以網站上公告或以其他方式通知您後，進行的相關軟硬體設備之更換，如您未辦理相關更換事宜，可能將導致您無法使用本服務。
3. 您應於本約定書終止時，立即返還滙豐所提供的設備及相關文件。

十三、您的連線與責任

1. 若您與滙豐有特別約定，於連線前應先經測試，則您必須與滙豐經過必要的測試後才可連線。
2. 對於您所設定的使用者名稱、網路理財密碼、加密小精靈密碼、認證碼(加密小精靈)、滙豐所提供之軟體及相關文件等及其它足以識別身分之工具，您應負保密及保管責任，不可洩漏或提供給第三人，且勿使用「懶人密碼」，例如生日、電話、車牌號碼等，亦不可使用於與本約定書無關的目的。
3. 您輸入網路理財密碼或加密小精靈密碼連續錯誤達三次時，滙豐電腦即自動停止您使用本服務，且滙豐有權認定該密碼無效而取消該密碼，若您欲恢復使用，必須向滙豐重新辦理申請手續。在重新申請並取得新密碼前，您將無法使用本服務。
4. 網路銀行使用者名稱經設定後不得變更。若四年內未登入網路銀行理財服務，滙豐將暫停此服務，您須向滙豐申請重新啟用網路銀行理財服務。

十四、交易核對

1. 滙豐應於每筆交易指示處理完畢後，以電子文件或雙方約定之方式通知客戶，您應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，以電子文件或電話通知滙豐查明。
2. 滙豐應於每月以電子文件或其他雙方約定之方式寄送上月之交易對帳單予您（該月無交易時不寄）。您核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，以電子文件或電話通知滙豐查明。
3. 滙豐對於您的通知，應即進行調查，並於通知到達滙豐之日起三十日內，將調查之情形或結果以書面、電子文件、電話或其他雙方約定之方式覆知您。

十五、電子文件錯誤的處理

1. 您利用本服務，因為不可歸責於您的原因而導致電子文件發生錯誤時，滙豐應協助您更正，並提供其他必要之協助。
2. 前項服務因可歸責於滙豐之原因而發生錯誤時，滙豐應於得知時，立即更正，並同時以電子文件或電話通知您。
3. 您利用本服務，其電子文件因可歸責於您之事由而發生錯誤時，倘屬您申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經您通知滙豐，滙豐應即辦理以下事項：
 - (1) 依據相關法令提供該筆交易之明細及相關資料。
 - (2) 通知轉入行協助處理。
 - (3) 回報處理情形。

十六、電子文件的合法授權與責任

1. 您與滙豐應確保所傳送至對方之電子文件均經合法授權。
2. 您與滙豐於發現有第三人冒用或盜用您的使用者名稱、任一種密碼、個人資料等，或其他任何未經合法授權之情形，應立即以電子文件或電話通知他方停止使用本服務並採取防範的措施。
3. 滙豐接受前項通知前，對第三人使用該服務已發生之效力，由滙豐負責。但有下列任一情形者，不在此限：
 - (1) 滙豐已收到您的通知。
 - (2) 滙豐已收到您的通知，但滙豐已證明其已採取合理之防範措施。
 - (3) 滙豐已證明其已採取合理之防範措施。



HSBC
滙豐

(1)滙豐能證明您有故意或過失。

(2)滙豐依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟您有特殊事由（如長途旅行、住院等）致無法通知者，以該特殊事由結束日起算四十五日，但滙豐有故意或過失者，不在此限。

4. 針對第二項冒用、盜用事實調查所生之鑑識費用由滙豐負擔。

十七、資訊系統安全

1. 您與滙豐應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或您的個人資料。
2. 第三人破解滙豐資訊系統之保護措施或利用資訊系統的漏洞爭議，由滙豐就該事實不存在負舉證責任。
3. 第三人入侵滙豐資訊系統對您所造成的損害，由滙豐負擔。

十八、保密義務

1. 除其他法律規定外，滙豐應確保所交換的電子文件因使用或執行本約定書服務而取得您的資料，不洩漏予第三人，亦不可使用於與本約定書無關的目的，且於經您同意告知第三人時，應使第三人負本條的保密義務。
2. 前項第三人如不遵守此保密義務，視為本人義務的違反。

十九、損害賠償責任

您與滙豐同意依本約定書傳送或接收電子文件，因可歸責於當事人一方的原因，致有遲延、遺漏或錯誤之情事，而使他方當事人受到損害時，該當事人應就他方所產生的損害負賠償責任。

二十、紀錄保存

1. 您與滙豐應保存所有交易指示類的電子文件紀錄，並應確保此紀錄的真實性及完整性。
2. 滙豐對前項紀錄的保存，應盡善良管理人的注意義務。保存期限為五年以上，但其他法令有較長規定者，依其規定。

二十一、電子文件的效力

滙豐及您同意以電子文件作為表示方法，依本約定書交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

二十二、客戶終止契約

1. 除本約定書另有約定外，您可隨時終止本約定書，但應親自、書面或雙方約定方式配合辦理相關終止手續。
2. 如您與滙豐簽訂的滙豐(台灣)商業銀行股份有限公司總約定書或卓越理財總約定書終止時，本約定書於該總約定書終止時同時終止。

二十三、銀行終止契約

滙豐終止本約定書時，須於終止日三十日前以書面通知您。但如您有下列情事之一者，滙豐得隨時以書面或雙方約定方式通知您終止本約定書：

1. 您未經滙豐同意，擅自將本約定書之權利或義務轉讓第三人者。
2. 您依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。
3. 您違反本約定書第十六條至第十八條之規定者。
4. 您違反本約定書之其他約定，經催告改善或限期請求履行未果者。

二十四、本約定書的修改或增刪：

本約定書約款如有修改或增刪時，滙豐於滙豐網站上明顯處公告，或以書面或電子郵件方式通知您修改或增刪的內容後，您於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日於滙豐網站上明顯處公告，或以書面或電子郵件方式通知您，並於該公告、書面或電子郵件以顯著明確文字載明其變更事項、新舊約款內容，暨告知您得於變更事項生效前表示異議，及您未於該期間內異議者，視同承認該修改或增刪約款；如有異議，應於前項得異議時間內通知滙豐終止本約定書，並配合滙豐辦理終止手續：

1. 第三人冒用或盜用使用者代號、密碼，或其他任何未經合法授權之情形，滙豐或您通知他方之方式。
2. 其他經主管機關規定之事項。

二十五、文書送達

滙豐如要以書面通知您時，您同意以在滙豐開戶時，開戶申請書載明之地址為相關文書之送達處所，倘您的地址變更，應即以書面或其他約定方式通知滙豐，並同意改依變更後之地址為送達處所；如您未以書面或依約定方式通知變更地址時，滙豐仍以開戶申請書所載明之地址或最後通知滙豐之地址為送達處所。滙豐對客戶所為之通知發出後，經通常之郵遞期間，即視為已送達。

二十六、準據法及管轄法院

您因本約定書所產生或相關的一切爭議或訴訟，其法律行為的成立要件、方式及效力等，均依中華民國法律或銀行交易慣例處理，並以台灣台北地方法院為第一審管轄法院。

二十七、標題

本約定書各項標題，僅為了查閱方便而設定，不影響本約定書有關條款的解釋、說明及瞭解。

二十八、契約譯本與分存

1. 本約定書備有英文版本，以利外語使用者參考。請注意中、英版本條款之內容如果有差異，應以中文版本為準。
2. 您可上滙豐網站直接列印本約定書予以留存，但最終版本需以滙豐網站上列示為準。



二十九、補充條款

本約定書如有未盡事宜，應依相關法令、一般銀行慣例及滙豐(台灣)商業銀行股份有限公司總約定書或卓越理財總約定書及其他相關之約定辦理。

若您在使用本服務時，有任何疑問或需要協助之處，請致電滙豐(台灣)電話理財中心 24 小時客服專線 (02)8072-3000。若有其它意見反應或建議，也可循此[客戶意見/申訴處理程序](#)與我們連絡。

HSBC Personal Internet Banking/Mobile Banking Service Agreement

Effective : 29 Oct 2013

The HSBC Personal Internet Banking Service Agreement ("this Agreement") sets out the rights and obligations between you and HSBC Bank (Taiwan) Limited ("HSBC") with respect to use of the Internet Banking services ("the Service") in Taiwan. To ensure your rights, HSBC suggests that you read this Agreement carefully before using the Service.

1. Bank information:

- A. Bank name: HSBC Bank (Taiwan) Limited (hereinafter referred to as "HSBC")
- B. Complaint and customer service hotline: 02-8072-3000
- C. Website: www.hsbc.com.tw
- D. Address: 13&14F, No. 333, Keelung Road, Sec. 1, Hsinyi District, Taipei City 110
- E. Fax No.: 02-66389388
- F. Email: customervoice@hsbc.com.tw

2. Scope of Application of this Agreement

- A. This Agreement contains the general terms and conditions applicable to the Service provided by HSBC to you. Unless otherwise provided for by another contract, the use and operation of the Service by and between you and HSBC shall be governed by the terms and conditions as stipulated in this Agreement.
- B. Any individual contract shall not be in conflict with this Agreement, unless the individual contract is more favorable to customers.



- C. Any dispute over the terms and conditions herein shall be interpreted in favor of customers.

3. Definitions

- A. "Internet Banking": You may undertake banking activities or transactions directly with HSBC without going to the branches once your computer or mobile device (including smart phone or any other portable devices with a connection function to the mobile Internet) with the download of the HSBC mobile banking application program is connected with the computers of HSBC via the Internet.
- B. "Short Message Service" shall mean the financial message notifying services provided by HSBC through short message transmission to your mobile phone.
- C. "Electronic Message": The logs sufficient to express the intent of HSBC or you as produced by HSBC or you for electronic processing based on the text, audio, picture, image, symbol or other information transmitted via the Internet, in an electronic form, or in any other manner unidentifiable by others through personal perception.
- D. "Business Day": shall mean Monday through Friday or any holiday(s) to be changed as working day(s) announced by the government except for national holidays, holiday(s) announced by the government, and days on which HSBC is not providing services.
- E. "Business Hours" shall mean 09:00 a.m. to 03:30 p.m. on each Business Day. HSBC may announce different Business Hours due to the characteristic of the services.
- F. "Transaction Data Signing": You have to input last 8 digital of beneficiary-account number into your Security Device to generate a security code to authorise your transfer transaction.

4. Verification of Website and Downloading of the Mobile Banking Application program

- A. HSBC shall perform the duty of care as a good administrator to maintain the accuracy and safety of the website or service of mobile banking application program download, and also remain alert for any fake HSBC website, to prevent your interests and rights from being damaged.
- B. Before using the service, please verify the uniform resource locator (URL) of the HSBC website. Before using Mobile Banking, please properly download and install of the HSBC mobile banking application program; if you have any questions, please call HSBC Call Center at 02-8072-3000.
- C. HSBC shall advise you of the risk over the internet bank' s application environment in a manner commonly can be known by the general public.

5. Process of Activation, Use Restriction and Service Items

- A. You must have opened account with HSBC, and shall visit HSBC website to complete the online register and activate the security code to use the Service.



- B. You must download the HSBC mobile banking application program to your portable devices to use Mobile Banking via a portable device.
- C. If you are already logged in on a computer or mobile device and log in on another computer or mobile device, your first computer or mobile device will be automatically logged off. The services to be provided under this Agreement are specified as follows, provided that where the services shall be added or reduced upon determination of the competent authority or HSBC. The exact service depends on what is available on HSBC's Internet Banking website. The services provided through the mobile devices under Mobile Banking are limited to Item (a), (b), (d), (e) and (i) only. Where any relevant information is posted on the website, HSBC shall ensure the accuracy thereof and bear the obligation no less than the contents of the website:
 - (a) Account summary
 - (b) Transfers
 - (c) My investment Portfolio
 - (d) Term Deposit
 - (e) Rate Enquiry
 - (f) Services
 - (g) Statements / Advices
 - (h) Alert Services
 - (i) Other items approved by the competent authority or consented by HSBC

6. Important Matters regarding Remittance, Transfer and Other Permitted Transactions

- A. Any and/or each remittance, transfer or other permitted transaction you process under the Service shall follow the Transaction Data Singing process and be subject to HSBC transaction amount limits of per transaction, per day and per month. HSBC reserves the right not to execute your transaction instruction or to cease the Service if your contemplated transaction amount exceeds any of the abovementioned limits, or if the balance in your account is insufficient for the contemplated transaction amount.
- B. HSBC may adjust the limits of per transaction, per day and per month at any time and announce such adjustments on the HSBC website.

7. Network Used for Connection

- A. The parties agree to use the Internet for Electronic Message transmission and receipt.
- B. Each party shall separately enter into an internet service agreement with the respective internet service provider and bear the costs with respect to its usage of the internet.
- C. When using the Service for domestic or cross-border remittance or account-transfer, if there is any loss caused by circumstances which can be attributed to other banks or internet service providers, or by internet disconnection due to the condition of the your computer or portable device, HSBC shall not be liable for such loss. However, HSBC agrees to provide necessary assistance.

8. Receipt of, and Response to, Electronic Message

- A. Upon receiving the Electronic Messages for identification as agreed by you and HSBC, except the inquired items, HSBC shall provide the webpage containing the important information in the Electronic Messages to you for reconfirmation, and proceed immediately with the verification and handling of such Electronic Messages, and shall notify you of the result of the verification and handling through Electronic Messages or phone call.
- B. If the content of any Electronic Messages transmitted by HSBC to you or vice versa is indiscernible or unidentifiable, the transmission shall be deemed nonexistent ab initio. However, if HSBC can verify your identity, it shall immediately notify you of such situation through Electronic Messages or phone call.
- C. If your mobile phone is lost, stolen or any other similar situation exists, you shall immediately notify HSBC to terminate the Short Message Service. If you fail to do so and such leads to a failure of messages transmission, HSBC shall not be liable to the damage you suffered thereby.

9. Non-execution of Electronic Message

- A. If there exist any of the following situations, HSBC may not execute your instructions, or before the disappearance of any of the following situations, HSBC may suspend the execution of your instructions.
 - (a) If HSBC acknowledges or reasonably doubts that you have acted against the internet security, or you are involved with any irregularity in the use of the Service;
 - (b) If HSBC has reasonable doubt with respect to the authenticity of the Electronic Message or accuracy of the instructions;
 - (c) The execution of the relevant instruction would violate relevant laws or regulations;
 - (d) HSBC cannot successfully deduct the fees payable by you from your account because of the cause attributable to you.
- B. If HSBC does not execute or suspend the instructions contained in the Electronic Messages, HSBC will notify you of the situation and its reasons through Electronic Messages or phone call according to the contact information provided by you. You may call HSBC for verification after receipt of the notice. HSBC disclaims any responsibility for the non-execution of Electronic Messages caused by poor transmission signals provided by the internet service provider.

10. Time Limits for the Exchange of Electronic Messages

- A. The Electronic Messages will be processed automatically by the computers of HSBC, and the Electronic Messages transmitted by you may not be withdrawn upon verification of the accuracy thereof by the re-check mechanism provided by HSBC. For the transactions yet to be executed, from the arrival of the Electronic Messages at HSBC to the preceding Business Day of the contemplated execution date of such transactions, you may withdraw or modify the Electronic Messages.
- B. If, after the Electronic Messages are transmitted to HSBC via the Internet, the time of processing the information goes beyond the Business Hours of HSBC (9:00AM~3:30PM), HSBC will immediately notify you of such situation



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through Electronic Messages or phone call, and the processing of the transaction will be postponed to the next Business Day, or agreed otherwise.

11. Service Fees

A. HSBC Internet Banking Service:

- (a) You agree to pay the service fees, commission and postage according to the rate as agreed and to authorize HSBC to debit the same from your account automatically, for your use of the Service, provided that HSBC shall not charge any items not recorded.
- (b) Upon adjustment of the rate referred to in the preceding subparagraph hereafter, if any, HSBC shall post the adjustment in a prominent manner on the Bank's website, and inform you of the same via electronic mail or phone.
- (c) Where the fees are raised upon the adjustment referred to in Subparagraph (b), HSBC shall enable you to choose whether you agree to the raise on the website. If you fail to show agreement to the raise prior to the effective date of adjustment, HSBC will suspend the Services provided to you, in whole or in part, as of the effective date of adjustment. Where you agree to the raise after the effective date of adjustment, HSBC shall resume the services to be rendered under this Agreement.
- (d) The publication and notice of the raise referred to in the preceding subparagraph shall be made within 60 days prior to the effective date of adjustment, and the effective date of adjustment shall be no earlier than the starting date of the following year after the publication and notice.

B. Short Message Service:

Short Message Service is, at present, provided to you free of charge. However, data charges may be levied by your mobile service provider if you use international roaming. You shall be notified of any future changes made to the fee schedule for Short Message Service through short message(s). You shall be deemed to have accepted the changes if you continues to use the Service after such notice.

C. Investment in Domestic and Offshore Funds through Non-discretionary Trust:

Commencing on the date when you begins to use the Service, you shall pay fees according to HSBC's Tariff on Unit Trust Service and authorize HSBC to deduct such fees automatically from the your account. If your account balance is insufficient, HSBC may suspend the provision of the Service. The fees payable to HSBC by you do not include taxes. If there is any tax payable, you shall pay such tax separately and authorizes HSBC to deduct the tax amount from your designated account.

12. The Installation and Risk of Software and Hardware

- A. You shall install the required computer software, hardware and other security-related equipment in your own computer. Any costs and risk relating to such installation shall be borne you.
- B. If the above software, hardware and other related documents are provided by HSBC, you may use same only within the service scope limits, and shall not transfer or by any other means provide same to any third party. HSBC shall also specify the minimum software/hardware requirements enabling the Service on the website and the packaging of the software/hardware provided by it, and shall bear the risk over the software/hardware



provided by it. To enhance the security of the Service, HSBC shall notify you in a conspicuous place on the HSBC website or other ways before upgrading software or hardware related equipment. If you cannot follow HSBC's instruction for the upgrade, you may not be able to use the Service.

- C. You shall return the equipment and related documents provided by HSBC immediately upon termination of this Agreement.

13. Connection and Liability

- A. If HSBC and you have so agreed, the connection may only be started after the required tests have been completed in coordination with HSBC.
- B. You shall preserve the user name, password, Security Device PIN and security code (the Security Device) for the Service, and the required computer software, hardware, related documents provided by HSBC and any other tools sufficient to verify one's identity in your custody and keep same confidential, and shall not disclose or provide same to any third party. You shall not use common identifiers, such as a birthday, telephone numbers, vehicle numbers, etc, as your security code, and shall not use the above for purposes irrelevant to this Agreement.
- C. If you inputs the password or Security Device PIN incorrectly three times in a row, HSBC's computer will automatically stop your use of the Service. Under such circumstances, HSBC may consider the security code invalid and cancel the security code. If you wish to resume such use, you shall submit an application to HSBC for resumption. Prior to the application is accept by HSBC and a new password and/or Security Device is effective, the Service is not able to be provided to you.
- D. Your Internet banking username cannot be changed once it is registered. In the event that you have not been accessed/logged-in to the Service for 4 years, the Service provided to you shall be suspended. You shall apply with the Bank to re-activate the Service.

14. Transaction Checking

- A. After completion of each instructed transaction, the result will be informed to you by Electronic Message or other means agreed by both parties. You shall check its accuracy and notify HSBC, via electronic documents or phone, within forty five (45) days from the completion of Service use if there is any discrepancy.
- B. HSBC shall send you a transaction statement by Electronic Message or in other manners as agreed between both parties monthly (the statement will not be sent if there is no transaction during the relevant month). After checking the statement, you shall notify HSBC, via Electronic Message or phone, of any errors contained in the statement within forty five (45) days from receipt of the statement.
- C. After receiving notification from you, HSBC shall immediately proceed to investigate, and notify you of the results, in writing or via Electronic Message or phone, or in any other manner agreed by both parties, within thirty (30) days from receipt of your notification.

15. Handling of Electronic Message Errors

- A. If, when using the Service, an error occurs in an Electronic Message which is not attributable to you, HSBC shall provide all necessary assistance.
- B. If an error occurs which is attributable to HSBC, HSBC, when it becomes aware of such fact, shall immediately rectify, and notify you by Electronic Message or by telephone.
- C. Where the fund is transferred to another person's account in error, or the transferred amount is incorrect due to errors in the Electronic Message attributed to you, such as incorrect financial organization code, account number or amount provided by you, when you use the Service, HSBC will take the following actions immediately upon receipt of your notice:
 - (a) Provide the statement and relevant information about the transaction pursuant to the relevant laws;
 - (b) Notify the transferee bank to provide assistance;
 - (c) Report the status of handling to you.

16. Due Authorization and Liability for Electronic Messages

- A. Each party shall ensure that all Electronic Message transmitted to the other party are lawfully authorized.
- B. If either party discovers that a third party has made unauthorized use of, or has stolen, your user name, any kind of security code and/or private information etc., such party shall immediately notify the other party by Electronic Message or telephone to cease the use of the Service and to take precautionary measures.
- C. Before receipt of the notice referred to in the preceding paragraph, HSBC shall still be liable for the transactions conducted by the third party by using the Service, unless any of the following conditions is met:
 - (a) Where HSBC can prove such event is due to your willfulness or negligence;
 - (b) Where 45 days elapse after HSBC deliver the confirming note or statement in the manner as agreed by both parties, unless your failure to send a notice is due to special cause (e.g. long-distance travel or hospitalization), the 45 days will be from the disappearance of the special cause, except from HSBC's willfulness or negligence.
- D. The forensic expenses arising from the investigation on the misuse or misappropriation referred to in Paragraph B shall be borne by HSBC.

17. Security of Information System

- A. Each party shall respectively ensure the security of the system it uses, and prevent any illegal access to the system, theft, falsification or destruction of business records and your personal information.
- B. If there is a dispute as to whether HSBC's system security is hacked or has defect, HSBC shall bear the burden of proving its non-existence.
- C. HSBC shall be liable for any loss arising from HSBC's system being invasion by any hacker.

18. Confidentiality

- A. Unless otherwise provided in law, the Electronic Messages exchanged or your data obtained under this Agreement shall not be disclosed to a third party or used for purposes irrelevant to this Agreement. If disclosure of the Electronic Messages to a third party is permitted by you, HSBC shall assure the third party comply with the requirement provided in this clause.
- B. If the third party fails to comply with the obligation specified in the preceding paragraph, it will be deemed as HSBC fails to carry out its obligation.

19. Indemnification

If any delay, omission or error in transmitting or receiving of Electronic Message which is attributed to either party, such party shall be liable for the actual damages suffered by the other party thereof.

20. Preservation of Records

- A. The parties shall retain records of all Electronic Messages that are trading instructions, and shall ensure the authenticity and completeness of such records.
- B. HSBC shall act with the care of a good administrator to retain the records specified in the preceding paragraph. Records shall be kept for a period of more than five years, or a longer period defined by other laws, if any.

21. Effect of Electronic Message

HSBC and you agree to express intent via Electronic Message, and also agree that the Electronic Message exchanged under this Agreement shall have the same validity as that of written documents, unless otherwise provided by laws.

22. Termination by You

- A. Unless otherwise provided in this Agreement, you may terminate this Agreement at any time provided that you collaborate with HSBC on relevant termination procedures in person, in writing, or in other manners as agreed upon by both parties.
- B. This Agreement shall be terminated simultaneously with the termination of the Terms & Conditions for Accounts and Services of HSBC General, Premier and Advance, if any.

23. Termination by HSBC

If HSBC wishes to terminate this Agreement, HSBC shall give you a written notice at least thirty (30) days prior to the termination. However, if any of the following events occurs, HSBC may terminate this Agreement immediately at any time by giving written notice or notice by other agreed means:

- A. you assign your rights or obligations hereunder to any third party without HSBC's consent;
- B. where you are declared bankruptcy pursuant to the Bankruptcy Act or apply for proceeding settlement or liquidation procedures pursuant to the Statute of Consumers Debt Clearance Act;



- C. You breach any of Articles 16 to 18 of this Agreement; and/or
- D. You breach any other provision of this Agreement, and fail to ratify such breach after receiving notice of requesting rectification within a specified time limit.

24. Amendments to or Addition/Deletion of this Agreement

HSBC shall announce the amendments to this Agreement in a conspicuous place on the HSBC website, or notify you of the amendments in writing or via email. Your failure to indicate disagreement about such amendment within 7 days upon receipt of the notice shall constitute your acknowledgement of such amendment. Notwithstanding, the following changes shall be announced in a conspicuous place on the HSBC website 60 days prior to the effective date of the changes, or notified to you in writing or via email, with clearly and notably wording stating the changes, the new and old provisions, and shall advise you that you may indicate your disagreement about the changes prior to effective date of the changes and your failure to do that shall constitute your acknowledgment of the change. Where you disagree about the change, you shall notify HSBC to terminate this Agreement within the time limit specified in the preceding paragraph, and collaborate with HSBC to complete the termination procedures:

- A. Changes of the required manner in which HSBC or you notify the other party of any third party's misuse or misappropriation of the user name and password, or any other unauthorized access;
- B. Other particulars as prescribed by the competent authority.

25. Delivery of Documents

Where HSBC is required to send you a written notice, you agree that the notice shall be served to the address specified in your application form for opening an account with HSBC. You shall notify HSBC of any change of your address in writing or in any other manner as agreed immediately, and you agree that the subsequent delivery shall be to the changed address. Where you fail to notify HSBC as above mentioned, HSBC will serve the documents to the address specified in your application form for opening an account or the latest address notified to HSBC. The notice sent by HSBC to you shall be deemed served legally upon expiration of the general mailing period.

26. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the R.O.C. and normal banking practice. The parties hereto agree that Taipei District Court shall be the court of first instance for any disputes or litigation arising with respect to this Agreement.

27. Headings

The headings used in this Agreement are for reference purposes only and shall not affect the interpretation, explanation or understanding of this Agreement.

28. Translations and Keeping of this Agreement

- A. This Agreement is executed in both English and Chinese. Please note that any discrepancy between the English and the Chinese versions, the Chinese version shall prevail.



- B. You may access the HSBC website to print this agreement and keep a copy; however, the edition shown on the website shall be the final version.

29. Miscellaneous

Any matters which are not provided in this Agreement shall be governed by relevant laws and regulations, general banking practice, the Terms & Conditions for Accounts and Services of HSBC General, Premier and Advance, and other relevant agreements.

Should you require further assistance regarding using the Service, please call HSBC (Taiwan) 24-hour Customer Service Hotline: (02)8072-3000. Any feedback or suggestion, please contact us via the [customer comment/compliant](#) procedure.