

The Hongkong and Shanghai Banking Corporation Limited

PayMe for Business Terms and Conditions

These Terms and Conditions set forth the rights and obligations of the Bank and you as they relate to your use of the Services.

1. General

1.1 Definitions

The terms used in these Terms and Conditions are defined in and the rules for interpreting the provisions of these Terms and Conditions are set out in Clause 12 (Interpretation and Definitions).

1.2 Services Description

- (a) PayMe for Business is an e-wallet (SVF License Number: SVFB002) that allows you to store value and accept payments from and send refunds to your customers who have PayMe accounts. You may only use your PayMe for Business account to facilitate payment of merchant transactions (i.e. in relation to the sale and purchase of goods and services) with your customers and you cannot use your PayMe for Business account to send or receive money for other purposes (e.g. to conduct any personal transactions).
- (b) The Bank may, at its sole discretion, grant you access to the Bank's API or Portal before you use PayMe for Business.

1.3 Services Pre-requisites and Operations

- (a) To use PayMe for Business, you shall have a Hong Kong dollar business bank account with the Bank.
- (b) You shall designate authorised representative(s) to sign up for the PayMe for Business account, to agree to these Terms and Conditions and any other terms and conditions applicable to the Services on your behalf. Your authorised representative(s) must have authority to enter into agreements and give instructions to us on your behalf, including the ability to delegate and/or sub-delegate their powers to access and/or operate your PayMe for Business account to other authorized representative(s).
- (c) If you are using our PayMe for Business app to operate your PayMe for Business account, please note that any person(s) in possession of your mobile device containing the registered PayMe for Business app will be able to access your PayMe for Business account. Such person(s) will need to enter your PIN (that was created at the time of the initial set-up) to, among other things, send refunds, arrange fund-out and/or amend the display name of your PayMe for Business account as well as your phone number and/or email address for notification purposes. If you have signed up for the PayMe for Business account via our app, you may be required to input your login credentials for your HSBC Business Internet Banking channel. For the avoidance of doubt, such login credentials are required for the initial set-up only and regardless of how you sign-up (whether via our app or your HSBC Business Internet Banking channel), the operations of your PayMe for Business account are completely separate from the operations of any such electronic banking channels.
- (d) You are responsible for ensuring that the person(s) having access to your PayMe for Business account via the PayMe for Business app or any Portal are duly authorised by you to do so. So long as a valid PIN is provided via the PayMe for Business app or correct credentials are provided via the Portal, we will treat any instructions submitted via such channels in respect of your PayMe for Business account as valid and appropriately authorized by you, and we will not be responsible

or liable for any dispute or loss (whether direct or indirect) arising in connection with any fraudulent or unauthorised use or access of your PayMe for Business account. You must check and verify the identity and entitlements of your authorized representative(s) and your transaction history on a timely basis and carefully. You should notify us as soon as reasonably practicable of any irregularity or any unauthorised transaction via designated contact forms, email address or telephone number(s) as we may specify from time to time.

- (e) You shall not use the Services for any illegal purposes or activities. You shall obey any law or regulation which applies to you, whether in or outside Hong Kong in respect of your use of the Services. In the event of any violation of such law or regulation, we reserve the right to suspend the Services or close your PayMe for Business account and report your activity to the relevant authorities.

1.4 Fees

- (a) You shall pay the Bank fees for your use of the Services.
- (b) A list of our standard fees (if any) is available on our PayMe public website and we have the right to vary our fees from time to time. You will pay us the standard fees unless we agree different fees with you. We will give you prior notice of new fees or any variation of fees. You are required to pay such fees if we do not receive notice from you to terminate use of the Services before the date on which the new fees or revised fees take effect.
- (c) Any fees that we may charge will be deducted directly from the settlement funds from your customers or as otherwise specified on our public website or notified to you from time to time.

1.5 Changes

- (a) We may change the Services (or any part of it) or these Terms and Conditions from time to time by giving you a prior notice in a manner we consider appropriate. You will be bound by any such change if we do not receive notice from you to terminate your use of the Services with effect before the date on which that change takes effect.
- (b) If any information that you have given us (including information relating to your authorised representative) changes, you should notify us immediately.

2. PayMe for Business Account

2.1 Receiving Payments from Your Customers

- (a) You can receive payments from your customers who have a PayMe account. Your PayMe for Business account is not an interest bearing account and therefore you will not receive any interest for the funds stored in your PayMe for Business account.
- (b) Your customers can select PayMe as a payment method and funds will be transacted from their PayMe individual accounts to your PayMe for Business account instantly.
- (c) If you receive any payment into your PayMe for Business account which you are not entitled to receive in the first place (e.g. an unauthorised or mistake payment), you are liable to return such payment to the relevant person who made such payment into your PayMe for Business account. You agree to return such payment to the relevant person as soon as practicable.
- (d) Any fees that you have paid to us with respect to an unauthorised or mistake payment referred to in sub-clause (c) above will be refunded to you in accordance with the provisions set out in Clause 2.2 (Sending Refunds to Your Customers) of these Terms and Conditions.

- (e) You authorise us to recover from you by debiting your PayMe for Business account:
 - (i) any amounts that you are liable to return as provided in sub-clause (c) above if you have not already returned such amounts in accordance with sub-clause (c) above; and
 - (ii) any other amounts payable by you as provided in these Terms and Conditions.

If there is no or insufficient balance in your PayMe for Business account to cover such refund, you agree to reimburse us through other means. If we are unable to recover the funds from your PayMe for Business account, we are entitled to take appropriate actions to recover such amounts from you, such as by debiting such amounts from any of your bank account(s) with us.

2.2 Sending Refunds to Your Customers

- (a) You can refund an amount to your customer from your PayMe for Business account within the time specified and in the manner as notified to you from time to time. Your instruction to refund cannot be reversed or cancelled.
- (b) A refund operates as a funds transfer from your PayMe for Business account to your customer's PayMe account and such transfer would be settled instantly.
- (c) We will process the refund if your PayMe for Business account has sufficient balance to settle the refund amount and if the refund would not cause you to exceed any payment limit of your PayMe for Business account. However, if your customer no longer maintains a valid PayMe account and/or your customer has reached the relevant limits imposed on his/her PayMe account, the refund cannot be processed. Although we may allow you to make multiple partial refunds, the aggregate total amount of the refunds in relation to a transaction cannot exceed the amount of the original transaction.
- (d) If a refund is successfully processed, any fees (or applicable portion of the fees) already paid by you to us with respect to the transaction being refunded will be returned to you and posted to your PayMe for Business account immediately. While you can use the refunded fees once posted, the actual settlement of the refunded fees into your PayMe for Business account will take place by no later than the end of the next business day.

2.3 Funding out from Your PayMe for Business Account

You can transfer money in your PayMe for Business account to a bank account designated by you (and acceptable to us) for such purpose (“**Designated Bank Account**”) but there may be a transfer limit, the amount of which we will notify you in advance. Your transfer instructions to the Designated Bank Account cannot be reversed or cancelled.

2.4 Terminal Management

You can set up terminals under your PayMe for Business account in order to, among other things and subject to any limitations you may impose on such terminals, view, collect and/or refund payments from multiple devices. You are responsible for ensuring that the person(s) accessing and operating such terminals are duly authorised by you to do so and we will not verify the authority of or instructions given by such person(s) in relation to the terminals nor will we be responsible or liable for any dispute or loss (whether direct or indirect) arising in connection with any fraudulent or unauthorised use or access of such terminals.

2.5 Instructions, Transaction History and Reporting

- (a) You must check and ensure all information relating to a payment sent or received by you are correct before sending or collecting a payment. We are not liable for any payment by mistake as

long as we have effected a payment based on the instructions you have provided, including sending or receiving an incorrect amount of money, or sending money to an incorrect recipient, or receiving money from an incorrect sender.

- (b) Once your payment instruction is processed, you cannot reverse or revoke it.
- (c) We may act on an instruction if we reasonably believe that it is given or authorised by you without being liable in any circumstances. You will be bound by that instruction as understood and executed by us in good faith even if (i) it is incorrect, false or unclear, or (ii) it was not given or authorised by you. We have no obligation to verify the identity of the person giving an instruction apart from verifying the credentials, PIN or password quoted.
- (d) We have the right to delay acting or refuse to act on an instruction if we are aware of or suspect a breach of security or other suspicious circumstances relating to your PayMe for Business account or bank accounts. We are not liable for any delay or refusal to act in these circumstances. We will inform you of any delay or refusal if it is reasonably practicable to do so.
- (e) We may send a notification or message to you to notify you after an instruction, transfer or transaction has been effected through PayMe for Business. You are responsible to check such notification or message. You are considered as having received such notification or message immediately after we transmit it. You should enquire with us if you have not received a notification or message within the usual timeframe.
- (f) You can view your latest transactions history up to a certain period as specified by us from time to time through your PayMe for Business profile. You must verify your transaction history on a timely basis and carefully. You should notify us as soon as reasonably practicable of any irregularity or any unauthorised transaction via designated contact forms, email address or telephone number(s) as we may specify from time to time.
- (g) Information relating to any transfer or transaction made available by us is for your reference only. Our records of such transfer or transaction are final, conclusive and binding on you save for manifest error.
- (h) If you submit different fund-out instructions (including fund-out frequency) to us via the PayMe for Business app, a Portal and/or the Bank's application form, the subsequent instruction received by the Bank shall override the earlier instruction and any transfer already carried out pursuant to the earlier instruction shall not be affected.

3. Applicable Terms

- 3.1** When you use the Services, these Terms and Conditions together with the Bank's terms and conditions relating to your business bank account, the Notice Relating to the Personal Data (Privacy) Ordinance and the PayMe for Business Personal Information Collection Statement would apply. When you use PayMe logos, the PayMe for Business Trade Mark Licensing Terms below would also apply.
- 3.2** If there is any discrepancy amongst the above terms and conditions, these Terms and Conditions will prevail unless otherwise specified.
- 3.3** Where your customer makes a purchase from you using PayMe, if your customer wishes to do so, he or she may (where applicable) share such information regarding the purchase on his/her timeline.

4. Use of API or Portal

- 4.1** The use of API or any Portal is subject to these Terms and Conditions, the terms and conditions set out in such Portal and other terms as may be agreed between you and us from time to time. You represent and warrant that each person accessing and/or using our API or any Portal on your behalf is duly

authorised by you to do so. Please note that any person(s) accessing the Portal on your behalf may be able to operate your PayMe for Business account via the Portal, including but not limited to sending refunds and arranging fund-out, and they will also have the ability to delegate any of their rights (including the power to sub-delegate) to any other person(s). You must check and verify the identity and entitlements of any person(s) accessing and/or using our API or any Portal on your behalf on a regular basis.

- 4.2** Your use of our API or Portal may be subject to testing and approval by us from time to time. By using our API or Portal, you do not acquire ownership of any rights in our API or Portal. You may use our API or Portal solely in relation to the Services and should not use our API or Portal for any purpose, function, or feature not contemplated in these Terms and Conditions. In particular, you shall not (a) allow our API or Portal to be used by a third party, (b) interfere with or disrupt our API, any Portal or the services or networks providing our API, or (c) disclose our API, any related security key or any log-in details or passcode of any Portal to any third party, in each case unless in accordance with these Terms and Conditions or with our consent. If you would like to use our API or Portal beyond these limits, you must obtain our express consent.
- 4.3** You may request for API integration of PayMe for Business with your integration partner (such as your website or application platform provider and/or any other technology service provider). If you require such API integration, we may (or you may be required to) share your security keys and/or merchant ID generated by PayMe for Business with your integration partner to enable the integration. You acknowledge and agree to such sharing of your security keys and/or merchant ID and that we are not responsible or liable for any direct or indirect loss arising in connection with such sharing of your security keys and/or merchant ID (including without limitation any loss arising from misuse or disclosure to third parties of your security keys and/or merchant ID by the integration partner). You shall not disclose your security keys and/or merchant ID to any other third party other than as specified in this Clause 4.3, and you shall ensure that the API integration is performed in connection with your own business (i.e. for the same business entity that owns the PayMe for Business account). You further agree that you will use commercially reasonable efforts to enable your customers to use the Services through our API in an efficient and cost effective manner, including implementation of PayMe on your website, application or other platform, the development of our API, technical integration, and data exchanges as necessary. You will ensure that any such integration partner will comply with these Terms and Conditions (including the PayMe for Business Trade Mark Licensing Terms) as if it was a party hereto and you are responsible for the acts and omissions of any such integration partner as if they were your acts and omissions..
- 4.4** In the event that you violate these terms of use of our API or Portal, we reserve our right to immediately terminate your right to access our API or Portal and we will not be responsible or liable for any of your direct or indirect loss under these circumstances.
- 4.5** We cannot guarantee that our API or Portal will function without interruption. In particular, the operation of our API or Portal may be interrupted due to maintenance, updates, or system or network failures. We are not responsible for all liability for damages caused by any such interruption or errors in functioning of our API or Portal. We are also not responsible for any interruptions which are beyond our control such as disturbances related to internet service providers, saturation of the internet network, and any other analogous reason.

5. Use of Your information

- 5.1** You can find out how we will collect, use and store your personal data in the Notice Relating to Personal Data (Privacy) Ordinance and the PayMe for Business Personal Information Collection Statement.
- 5.2** To provide, maintain and improve the Services offering in addition to location services, subject to the Bank's terms and conditions relating to your business bank account, we may also use your merchant name, merchant logo, and/or other data (other than personal data) that we collect from your use of the Services (e.g. details of the transfers, transactions and dealings using PayMe for Business) to:

- (a) manage and administer the Services (including but not limited to the display of your merchant name, logo, address, telephone number and other information on our public website, the Portal, in the PayMe app and/or in any advertising or promotion materials or through different marketing channels as we deem appropriate in our sole discretion in connection with the Services) or effect any transactions on PayMe for Business;
- (b) maintain our overall relationship with you;
- (c) generate statistics, reporting and trend analysis to customize your user experience as you use and interact with the Services and to provide market insights to users of the Services; and/or
- (d) make improvements/further developments to the Services.

6. Tax Compliance

You will need to pay your tax, including filing your tax returns, in any country where you owe tax obligations.

7. Disputes Between You and Your Customers or Integration Partners

7.1 You are responsible for your relationship with your customers or integration partners. The Bank is not responsible for the products or services you sell nor for your website, mobile application or other platform on which you market or sell your goods and services to your customers. You confirm that you are solely responsible for the nature and quality of the products or services you provide, and for the delivery, support, refunds, returns, and for any other ancillary services you offer to your customers.

7.2 The Bank cannot assist you to resolve any dispute with your customers or integration partners. As a payment processing service, PayMe for Business only helps you receive payments and send refunds to your customers who use PayMe. Accordingly, in the event that there is any error or mistake on your part or the part of your integration partner (including where incorrect amounts are charged or incorrect refund information is provided or where there is any interruption, interception, suspension or delay in the system or service provided by your integration partner), you are responsible for taking any necessary corrective action.

8. Obligations

8.1 Our Obligations

- (a) We agree:
 - (i) to ensure that our systems relating to the Services are installed with adequate security designs and to manage the risk in operating our systems; and
 - (ii) that only if we have been grossly negligent or wilfully defaulted when we provide the Services to you (in this case "we" includes a member of our corporate group, one of our agents or our employees), we will reimburse you the lower of (A) any loss or damage you suffered which was direct, reasonably foreseeable and caused by that gross negligence or wilful default; or (B) the amount of the relevant transfer, transaction or dealing.
- (b) We make no representations or warranties:
 - (i) as to the accuracy, quality, completeness, timeliness, adequacy, reliability or validity of any information or material provided on or through the Services or our public website. These include any information posted, transmitted or provided by any user of the Services or any third party;
 - (ii) that the Services will meet your requirements, or are free of defect, error or omission; or

- (iii) that your use of the Services will be uninterrupted, timely, secure or error-free.
- (c) We are not responsible for:
 - (i) any interruption, interception, suspension, delay, loss, unavailability or other failure in providing our services to you, or in transmitting instructions or information relating to our services, which is caused by any circumstance beyond our reasonable control;
 - (ii) any loss of revenue, anticipated savings, goodwill, opportunity, business, reputation, data (or damage to or corruption of such data), profit or interest, indirect or consequential loss arising from or in connection with our providing the services, or failure or delay in providing our services; or
 - (iii) any incorrect, wrong, fraudulent or unauthorised use of, or payments made under, PayMe, PayMe for Business or the Services.

8.2 Your Obligations

- (a) You agree to:
 - (i) use the Services only for purposes permitted by these Terms and Conditions and by applicable laws and regulations;
 - (ii) take sufficient measures and controls to ensure that access to and use of the Services (including any API, Portal, your PayMe for Business account and terminals) are restricted to person(s) authorised by you to do so only; and
 - (iii) display the relevant PayMe logo provided to you by us and identify PayMe prominently as a payment method accepted by you at physical retail outlets, within your applications and/or on your website and such information shall be displayed whenever payment options are being featured. By using any PayMe logo, you agree to the terms and conditions set out in the PayMe for Business Trade Mark Licensing Terms below. Upon closure of your PayMe for Business account, all of your rights to display or otherwise use the PayMe logos will cease immediately and you must remove the logos from your physical retail outlets, your applications and/or your website.
- (b) You agree not to (nor will you attempt to):
 - (i) decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add or delete or in any way tamper with the Services or any part of it, including any code or any of our websites, software or PayMe/PayMe for Business content or take any action which would allow someone else to do any of the above, including letting someone else access our Portal, API, websites, software or PayMe/PayMe for Business content;
 - (ii) engage in any activity that interferes with or disrupts the Services, our websites, our software, any PayMe/PayMe for Business content or the servers or networks through which they are provided;
 - (iii) modify, copy, reproduce, download, re-publish, sell, re-sell, rent, lease, loan, distribute or create derivative works based on the Services, our websites, our software, or any PayMe/PayMe for Business content;
 - (iv) install, import or transmit any disabling codes, or malicious instructions, codes, techniques or devices capable of disrupting, disabling, damaging or shutting down the Services, our websites, our software, any PayMe/PayMe for Business content or any of our systems;

- (v) impose any fees or surcharges on your customers in connection with payment transactions made via PayMe;
 - (vi) use the Services in any way that is illegal or in breach of any applicable regulations or in any way that contravenes or infringes upon our rights or the rights of any third party (including any intellectual property rights, especially when uploading any logo or picture to your PayMe for Business account);
 - (vii) use any information about PayMe users obtained through your use of the Services for purposes unrelated to the services provided under these Terms and Conditions;
 - (viii) disclose any information about PayMe users obtained through your use of the Services to any third parties unless with the consent of the relevant PayMe user and/or acting in compliance with applicable laws and regulations; or
 - (ix) engage in any behavior which is fraudulent, harassing, disruptive, offensive, threatening, indecent or defamatory.
- (c) You are solely responsible for the following:
- (i) verifying any information before sending, relying or acting on it; and
 - (ii) obtaining independent professional advice on issues like legal, tax and other issues which affect you in connection with your use of the Services, any transfers, transactions or dealings conducted by you, or these Terms and Conditions;
 - (iii) your use of the Services and any transaction effected by us pursuant to or as a result of any instruction initiated by you or any person with the correct PIN, password or credential (whether or not authorised by you); and
 - (iv) your breach of any of these Terms and Conditions including any warranty or representation.
- (d) You should provide us with such information as we may reasonably request from time to time for the purposes of providing the Services to you.

9. Stored Value Facility

9.1 PayMe for Business is regulated under the Hong Kong "stored value facility" regime. Among other things, this means that the money in, or posted to, your PayMe for Business account will (a) stay there until it is transferred to your Designated Bank Account or refunded to your customer(s) through PayMe and (b) be used exclusively for providing PayMe for Business to you and for no other purpose. You will always retain beneficial ownership in the money in, or posted to, your PayMe for Business account. This means that the money belongs to you even if it is held in our name.

9.2 Your money in your PayMe for Business account is not protected by the deposit protection scheme.

10. Circumstances Beyond Our Control

The Services might be interrupted, suspended or might fail from time to time for reasons beyond our reasonable control. Laws and regulations may prevent us from providing the Services. Our ability to provide the Services may also be affected by activities performed by us (or any HSBC Group members) to comply with obligations (under laws, international guidance, mandatory policies or procedures, or under the direction of government authorities) relating to or in connection with the detection, investigation and prevention of financial crime (including money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any laws or regulations relating to these matters). We might ask you about the source of funds or other questions to help us protect against financial crime. This might involve

us sharing information with other members of our group or to third parties which help us investigate further. In these circumstances, we cannot be liable to you or any other person for your losses.

11. Miscellaneous

11.1 Suspension and Termination

- (a) We may terminate the Services or any part of it by giving you 30 days' prior notice. To effect such termination or a termination pursuant to sub-clause (c) below, we may transfer any remaining balance in your PayMe for Business account to your Designated Bank Account or to such other account agreed between us.
- (b) We may suspend the Services or any part of it with prior notice.
- (c) Subject to any applicable laws and regulations, we can suspend or terminate the Services or any part of it immediately with or without giving you notice or reason if:
 - (i) you commit a material breach of these Terms and Conditions which is incapable of remedy or not remedied within a reasonable time period;
 - (ii) you no longer maintain a Hong Kong dollar business bank account with the Bank;
 - (iii) it is or may become unlawful and/or in breach of any regulation or requirement or request of any governmental or other authority for the Bank to perform its obligations under these Terms and Conditions; or
 - (iv) you become insolvent.
- (d) You can terminate the Services through such channels and in such manner as we may notify you from time to time.
- (e) To effect a termination, you must take such steps as we may instruct, including:
 - (i) the transfer of any remaining balance out of your PayMe for Business account;
 - (ii) removal of PayMe for Business from your mobile device; and/or
 - (iii) removal of PayMe (and any other references or marketing materials referring to PayMe and/or PayMe for Business) as a payment method from your store front, mobile application, website or other payment platform.
- (f) In determining the remaining balance in your PayMe for Business account, the records held by us shall be treated as conclusive evidence of the amount of the remaining balance except for manifest error
- (g) You are responsible for your obligations and all transfers and transactions conducted and fees incurred before the Services were suspended or closed. If the Services are suspended or terminated, the parts of these Terms and Conditions that are by their nature continuing, including our disclaimers or limitations of liabilities, will continue despite that suspension or closure.

11.2 Partial Invalidity

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

11.3 Waiver

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

11.4 Appointment of agent, service provider or sub-contractor

We may appoint any agents, service providers or sub-contractors (who may not be a member of HSBC Group) to perform the Services or any related services for or on behalf of us.

For that purpose, (a) we may delegate any of our powers or obligations to such agents, service providers or sub-contractors, and (b) you authorise us to disclose or transfer any information relating to you or the Services to such agents, service providers or sub-contractors for or in relation to the provision and operation of the Services. We will remain liable to you but only for the gross negligence or wilful default of any agents, service providers or sub-contractors appointed by us under this Clause as if we performed the relevant services ourselves.

11.5 Transferring These Terms and Conditions

We might transfer our rights or obligations under these Terms and Conditions to a third party. If we do, we will tell you in advance. You cannot transfer your rights or obligations to a third party without our prior written agreement.

11.6 Governing Law, Jurisdiction and Versions

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws. If there is any dispute relating to these Terms and Conditions, you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (b) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

11.7 Third Party Rights

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

12. Interpretation and Definitions

12.1 Interpretation

- (a) Unless the context requires otherwise, in these Terms and Conditions:
 - (i) any reference to a Clause or sub-clause is a reference to a Clause or sub-clause of these Terms and Conditions;
 - (ii) any reference to these Terms and Conditions, an agreement or document is a reference to the same as amended, varied or supplemented from time to time; and
 - (iii) any reference to a law or regulation is a reference to the same as amended, re-enacted or in effect from time to time; and
 - (iv) a singular expression includes the plural and vice versa.

- (b) Headings in these Terms and Conditions are for ease of reference only and do not affect the interpretation of these Terms and Conditions.

12.2 Definitions

Unless we specify or the context requires otherwise, the following terms in these Terms and Conditions have the meanings set out below:

"API" means the Bank's application programming interface in connection with PayMe for Business.

"Designated Bank Account" is defined in Clause 2.3 (Funding out from Your PayMe for Business Account).

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

"HSBC Group" means HSBC Bank 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.

"Portal" means any portal (including any portal containing API) provided or operated by the Bank in connection with PayMe for Business.

"Services" means the stored value and payment services and facilities provided through PayMe for Business and/or any API or Portal to enable a user to send or receive payments and include all ancillary related services. For the avoidance of doubt "Services" include PayMe for Business and any PayMe for Business account.

"we", "us", "our", the "Bank" or "HSBC" means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

"you" or "your" means the person to whom we provide the services hereunder and, where the context permits, includes each of your representatives and lawful successors.

PayMe for Business Trade Mark Licensing Terms

These terms and conditions apply to your use of the PayMe logos that are made available to you by the Bank. By downloading and using the PayMe logos, you agree to be bound by the following terms and conditions.

Definitions

“Bank” means The Hongkong and Shanghai Banking Corporation Limited, and its successors and assigns.

“Hard Materials” means store counters, bills, invoices, posters in stores and digital screens in stores owned or operated by you.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“HSBC Group” means all HSBC Group Members collectively.

“HSBC Group Member” means a legal entity from time to time:

- a. in which the Proprietor (or one or more of its holding or subsidiary companies, or subsequent holding or subsidiary companies of such entity) owns at least fifty per cent (50%) or more of the voting shares;
- b. over which the Proprietor (or one of its holding or subsidiary companies, or a subsequent holding or subsidiary company of such entity) either directly or indirectly exercises management control, even though it may own less than fifty per cent (50%) of the shares and is prevented by law from owning a greater shareholding; or
- c. as otherwise notified by the Bank from time to time,

and including the Proprietor.

“Intellectual Property” means any or all of the following: all patents, designs, trademarks, rights to sue for passing off and/or for unfair competition, copyright, rights in information and the right to use, and protect the confidentiality of, confidential information, and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term.

“Link” means a hypertext or other electronic link(s) from a Website to the PayMe Website that allows users or viewers of that Website to access the PayMe Website via that Website.

“PayMe Website” means the internet site operated by the Bank, the URL of which is <https://payme.hsbc.com.hk/>.

“Proprietor” means HSBC Group Management Services Limited with company number 09231974 of 8 Canada Square, London E14 5HQ.

“Products” means the Hard Materials, any Link and any Website.

“Rights” means those rights granted by the Bank to you under the section “Grant of Licence” under these terms and conditions.

“Standards” means such brand identity standards that are communicated in writing by the Bank to you from time to time.

“Trade Marks” means the PayMe logos set out in the Bank’s portal <https://developers.payme.hsbc.com.hk/> or otherwise made available by the Bank for download by you, each a “Trade Mark”.

“you” or “your” means the person or entity to whom the Bank provides any PayMe for Business related services and, where the context permits, includes each of your representatives and lawful successors.

“Website” means the internet site(s) or application(s) operated by or on behalf of you through which PayMe may be used to facilitate payments between you and your customers.

Grant of License

In consideration of the mutual promises exchanged in these terms and conditions, the Bank grants to you a non-exclusive, royalty-free, revocable, non-sublicensable licence to use the Trade Marks on the Products for the purposes of informing your customers that you accept PayMe as a payment method in Hong Kong for the period during which you use PayMe for Business. You agree to use the Trade Marks solely in the manner provided to you by the Bank and shall not change the text, graphics, colour or any other element of the Trade Marks. You acknowledge that the Bank may change the Trade Marks from time to time, you undertake to comply with all instructions issued by the Bank relating to your use of the Trade Marks, including to replace any old Trade Marks with those incorporating new changes within specified timeframe.

Ownership of Trade Marks

You acknowledge that the Proprietor and/or the Bank are the legal owners of the Trade Marks, and that the Proprietor and/or the Bank retain all right, title and interest to the Trade Marks, as applicable. You agree that you will do nothing inconsistent with ownership by the Proprietor or the Bank of their respective Trade Marks.

You undertake not to take any action which may prejudice the distinctiveness or validity of, or otherwise adversely affect, the Trade Marks or the Proprietor's or the Bank's title to their respective Trade Marks.

You agree that all goodwill in the Trade Marks generated by the use of the Trade Marks by you shall inure to the benefit of the Proprietor or the Bank (as applicable) and you hereby assign all such goodwill in the Trade Marks to the Proprietor or the Bank (as applicable). You will immediately, on request, sign a confirmatory assignment to that effect.

Quality Control

You shall use the Trade Marks in compliance with the Standards and undertakes that all your activities in connection with the Trade Marks, and the Products on which the Trade Marks appear, including all marketing, advertising, and promotion in any media, shall comply with all applicable laws, regulations, and regulatory standards and guidance.

You shall not do, or omit to do, anything that will or may disparage, denigrate or be detrimental to the Bank, any HSBC Group Member, all HSBC Group Members and/or its or their business or affairs, reputation or the Trade Marks, and shall not authorise or permit any third party to do the same.

The Trade Marks shall not be used, placed or positioned on or in the Products in any manner that may reasonably cause a person to believe that the Trade Marks refer to you or to any of your products or services or that the Proprietor, the Bank or any other HSBC Group Member endorses your products or services.

On request by the Bank, you shall provide the Bank with examples of how the Trade Marks shall be used on the Products for review. Where the Products are not in conformity with your obligations under these terms and conditions, you shall make any changes as are requested by the Bank as soon as practicable. If any Products are approved by the Bank, these shall not be modified in terms of content, format, general appearance or otherwise changed in relation to the Trade Marks except with the Bank's further prior written consent.

You undertake not to apply for or register any trade marks or other forms of Intellectual Property which are confusingly similar to any of the Trade Marks or constitute a translation or transliteration of any of the Trade Marks. You shall not use the Trade Marks together with any logos, trade marks or any other business signs of any other companies involved in financial services or in association with any other marks, to form a new trade mark or trade marks or other form of Intellectual Property, without the prior written consent of the Bank.

Warranties and Indemnities

You warrant that you have the full power and authority to carry out the actions contemplated under these terms and conditions.

Nothing in these terms and conditions shall be construed as a representation, warranty or promise by the Bank as to the utility, validity, subsistence or enforceability of any of the Trade Marks or that your exercise of the Rights and licences granted to you under these terms and conditions will not infringe the Intellectual Property of any third party.

You will indemnify and keep indemnified the Bank, the Proprietor and any HSBC Group Member against any and all claims, proceedings, damages, losses, costs or any other expenses (including legal and other professional services costs and disbursements) incurred or suffered by the Bank, the Proprietor and/or by any HSBC Group Member, which arises in connection with any breach of the material terms of these terms and conditions, including the provisions under “Ownership of Trade Marks” and “Quality Control”.

In the event that any third party demands, claims or institutes proceedings alleging that your exercise of any of the Rights granted to you by these terms or conditions infringes any Intellectual Property belonging to a third party, you shall:

- a. promptly notify the Bank in writing of any such demand, claim or proceedings;
- b. make no admissions or settlements without the Bank's prior written consent; and
- c. give the Bank all information and assistance as the Bank may reasonably require at your cost

The Bank shall be entitled, but shall not be obliged, at its sole discretion to take whatever legal action it decides upon to prevent or deal with such infringements or in relation to such proceedings (unless it notified you in writing otherwise). The Bank, the Proprietor and/or any HSBC Group Member shall have complete control over any litigation relating to or settlement of such demand, claim or proceedings.

Limitation of Liability

Save for any liability which may not be excluded by law, the Bank shall not have any liability for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits; loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; any other form of damage arising in connection with or relating to the purpose of promoting your use of PayMe for Business to your customers in Hong Kong; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this provision).

Personal Contract

You are not permitted to assign or sub-license these terms and conditions or any of the rights or obligations hereunder. You are not permitted to sub-contract the performance of these terms and conditions, in whole or in part, to any third party. Notwithstanding the foregoing, you may engage your own integration partner(s) (such as your website or application platform provider and/or any other technology service provider) to assist you with placing the Trade Marks on the Products in connection with your use of PayMe for Business. You will ensure that such integration partner will comply with the Standards and not change the text, graphics, colour or any other element of the Trade Marks. .

The Bank is permitted to assign, novate, transfer and/or sub-license these terms and conditions and any of the rights or obligations hereunder.

Termination

All of your Rights shall terminate without notice if any one or more of the following occurs:

- a. your PayMe for Business account is suspended or closed for any reason;
- b. you stop using PayMe for Business (regardless of whether your PayMe for Business account is closed);
- c. the rights of the Bank to grant the Rights to you cease and you are notified of such occurrence;
- d. you use a Trade Mark in a manner inconsistent with or otherwise fails to comply with any of these terms and conditions; and/or

- e. you become insolvent, are unable to pay your debts as they fall due or are the subject of winding up petition or like process.

Without prejudice to any other rights or remedies the Bank may have, the Bank shall be entitled to terminate these terms and conditions at any time at its sole discretion by giving you notice.

Upon termination of your Rights, all of your Rights to display or otherwise use the Trade Marks shall cease. You agree not to thereafter display or otherwise use the Trade Marks for any purpose and shall immediately take all necessary steps to remove all representations of the Trade Marks from the Products and all other documentation and materials used in relation to your business.

On the Bank's request, you agree to provide the Bank with confirmation that, on the termination of your Rights, you have ceased use of the Trade Marks.

Any provisions under these terms and conditions which either are expressed to survive their termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

Termination of your Rights shall not affect any accrued rights of any of the parties at the date of termination arising out of these terms and conditions or the right to recover damages or to have recourse to any other legal remedies.

General

In the event of any conflict between these terms and conditions and the PayMe for Business Terms and Conditions, the terms hereunder shall prevail where the provision which conflicts relates to the licence of Trade Marks, otherwise the terms of the PayMe for Business Terms and Conditions shall prevail.

Unless provided otherwise in these terms and conditions, no person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions. For the avoidance of doubt, the Proprietor incurs no obligations under these terms and conditions.

The Bank may amend these terms and conditions from time to time by giving you prior notice in a manner it considers appropriate. You will be bound by any such change if you continue to use the Trade Marks.

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

SVF License Number: SVFB002