

PAYME FOR BUSINESS PORTAL END USER TERMS AND CONDITIONS

Please read these terms and conditions before using PayMe for Business Portal. By creating an account for, and/or logging into and using, the PayMe for Business Portal, you expressly recognise that you have carefully read and understood these terms and conditions including the "Privacy and Data Protection Statement" section of these terms and conditions, and have accepted them fully.

1. General

1.1. The Portal is provided by The Hongkong and Shanghai Banking Corporation Limited ("HSBC"), and enables you to access HSBC's PayMe for Business service. These terms and conditions apply to your use of the Portal and related technology made available by HSBC.

1.2. You will be able to view the current version of these terms and conditions at any time via the PayMe public website. HSBC grants you a non-exclusive licence to use the Portal, subject to these terms and conditions.

1.3. You agree and confirm that:

- i. you are duly authorised to access and use the Portal and to give instructions to HSBC via the Portal on behalf of the owner of the relevant PayMe for Business wallet or PayMe for Business lite wallet;
- ii. you will use the Portal and operate the relevant PayMe for Business wallet or PayMe for Business lite wallet via the Portal (including any delegation and/or sub-delegation of rights and entitlements) only in accordance with your delegated authority and entitlements; and
- iii. information and data (including personal data) about you (such as your email address and mobile number) and your use of the Portal (including but not limited to your last login date and time) will be displayed on the Portal and

may be accessed and viewed by other users of the Portal with respect to the same PayMe for Business wallet or PayMe for Business lite wallet.

1.4. 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 Portal or any part of it, including any code or any HSBC or PayMe websites, software or PayMe/PayMe for Business content or take any action which would allow someone else to do any of the above;
- ii. engage in any activity that interferes with or disrupts the Portal, 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 Portal or any PayMe/PayMe for Business content;
- iv. remove or tamper with any copyright notice attached to or contained within the Portal (all ownership in them remains with HSBC);
- v. install, import or transmit any disabling codes, or malicious instructions, codes, techniques or devices capable of disrupting, disabling, damaging or shutting down the Portal, any PayMe/PayMe for Business content or any HSBC or PayMe systems;
- vi. use the Portal in any way that is illegal or in breach of any applicable regulations or in any way that contravenes or infringes upon HSBC's rights or the rights of any third party (including any intellectual property rights, especially when uploading any logo or picture to the relevant PayMe for Business wallet or PayMe for Business lite wallet);
- vii. use any information about PayMe users and/or Portal users obtained through your use of the Portal for purposes unrelated to the services provided under the PayMe for Business Terms and Conditions or PayMe for Business lite Terms and Conditions;

- viii. disclose any information about PayMe users and/or Portal users obtained through your use of the Portal to any third parties unless with the consent of the relevant PayMe user and/or Portal user and/or acting in compliance with applicable laws and regulations; or
- ix. engage in any behaviour which is fraudulent, harassing, disruptive, offensive, threatening, indecent or defamatory.

1.5. You are responsible for all claims, damages and costs arising from:

- i. your use of the Portal;
- ii. HSBC's reliance on information you have provided; and
- iii. any breach by you of these terms and conditions, or of any intellectual property or other right of any person or entity.

2. No Guarantees

2.1. The Portal is provided "as is" with no representation, warranty, guarantee or agreement of any kind as to its functionality, quality or fitness for purpose. HSBC cannot guarantee that access to the Portal will be uninterrupted or that there will be no delays or failures.

2.2. HSBC cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer or mobile device when using the Portal. HSBC is not responsible if you incur any loss as a result of any of the matters set out in this clause.

2.3. HSBC is not responsible for any third party software that may be used in connection with the Portal.

3. Links to Third Party Sites or Content

3.1. By providing hyperlinks within the Portal, HSBC does not endorse and is not responsible for any linked websites. HSBC recommends that you view the linked

website's terms, privacy and cookie policy pages to understand how use of that website may affect you. HSBC is not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third party websites or pages linked to the Portal.

3.2. The Portal may offer access to news services, market analysis, financial planning tools or other information provided by third parties. HSBC does not control, cannot guarantee, and is not responsible for, the accuracy, timeliness or even the continued availability or existence of such content.

4. Security

4.1. Password and Credentials

- i. You shall follow the guidance provided by HSBC to designate your user password ("Password") and other credentials (if any) ("Credentials") to enable HSBC to identify you and verify your identity for the purposes of HSBC's PayMe for Business service.
- ii. You may change your Password and/or Credentials at any time but any change will take effect only after HSBC has confirmed acceptance of it.

4.2. Security Measures

- i. If you do not take security measures as HSBC may request or recommend from time to time, you will bear the risk of suffering or incurring any loss which may arise from or in connection with your use of the Portal. HSBC is not responsible for any such losses.
- ii. You shall take appropriate security measures, including the following where applicable:
 - a. act in good faith, exercise reasonable care and diligence to keep all Identifiers secret and secured. You shall not disclose any Identifier to any other person;
 - b. do not allow anyone else to use or login to the Portal with your Identifiers;
 - c. use a combination of alphabets and numbers as Identifiers. Do not choose obvious numbers as Identifiers (such as Hong Kong Identity Card number, date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing). Do not tell anyone else your Identifiers

or write down or keep your Identifiers close to your computer or mobile device.

You shall disguise any record of the Identifiers;

- d. change the Identifiers regularly, and change an Identifier promptly if it has been or may have been seen by anyone else;
 - e. do not use the same Identifiers for other services or purposes;
 - f. once you have logged in the Portal, do not leave your computer or mobile device unattended or let anyone else use your computer or mobile device;
 - g. follow all security measures provided to you by HSBC that apply to your use of PayMe for Business or the Portal; and
 - h. undertake reasonable and adequate precautions to scan for computer viruses, malwares or other destructive properties and to ensure that your device remains free of such viruses, malware or destructive properties, and carry out adequate protection and back up of data and/or equipment.
- iii. You shall advise HSBC of any change to your mobile phone number or email address used to access the Portal without delay, and notify HSBC as soon as reasonably practicable if you become aware of or suspect the following (or any of them):
- a. any loss, theft, disclosure, compromise or unauthorised use of any Identifier, and
 - b. any unauthorised use of the Portal.
- iv. You remain responsible for any use of the Portal by any unauthorised person or for any unauthorised purpose that occurs before HSBC actually receives your notification.
- v. Unless and until HSBC actually receives your notification under paragraph (iii) above , you will be responsible for all instructions given by you or anyone using your Identifiers to log in the Portal and so long as correct Identifiers are provided via the Portal, HSBC will treat any instructions submitted via the Portal as valid and appropriately authorized and HSBC 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 Portal account.

- vi. HSBC will never contact or ask anyone on HSBC's behalf to contact you requesting for your Identifiers or other security details. You shall not disclose any of your Identifiers or other security details to anyone under all circumstances.

5. Intellectual Property rights

- 5.1.** "HSBC" is a trademark of HSBC Group Management Services Limited and all rights in and to the "HSBC" trademark and all associated marks vest in HSBC Group Management Services Limited. "PayMe" is a trademark of HSBC and all rights in and to the "PayMe" trademark and all associated marks vest in HSBC. You may not use or reproduce the "HSBC" or "PayMe" trademark, logo or brand name unless with prior written consent from the relevant HSBC Group Member.
- 5.2.** Any claims from you or a third party relating to the Portal or its possession or use, including alleged breaches of a third party's intellectual property rights, product liability claims and compliance with legal or regulatory requirements and consumer protection claims, shall be directed to HSBC.
- 5.3.** Copyright in the pages, screens, information, and all material in their arrangement, included in the Portal is owned by or licenced to HSBC or an HSBC Group Member unless otherwise noted.

6. Miscellaneous

- 6.1.** HSBC may suspend or terminate your use of the Portal without giving you notice or reason.
- 6.2.** 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.
- 6.3.** HSBC might transfer its rights or obligations under these terms and conditions to a third party upon prior notice. You may not transfer your rights or obligations to a third party without HSBC's prior written agreement.
- 6.4.** HSBC may change the services offered through the Portal or these terms and conditions from time to time by giving you a prior notice in a manner HSBC

considers appropriate. You will be bound by any such change if HSBC does not receive notice from you to terminate your use of the Portal with effect before the date on which that change takes effect.

6.5. HSBC may change the PayMe for Business PICS, PayMe for Business lite PICS, and the Notice from time to time. Any such changes will be brought to your attention and the most recent version of these documents will be available on the PayMe public website.

6.6. 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.

6.7. 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.

6.8. No person other than you and HSBC 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.

7. Definitions

"Credentials" is defined in clause 4.1

"HSBC" means The Hongkong and Shanghai Banking Corporation Limited.

"HSBC Group" or **"HSBC Group Member"** means HSBC Holdings plc, its subsidiaries and affiliated companies.

"Identifier" means each of the Password and Credential.

"Notice" is defined in the section titled "Privacy and Data Protection Statement".

"Password" is defined in clause 4.1.

"PayMe for Business PICS" and "PayMe for Business lite PICS" are defined in the section titled "Privacy and Data Protection Statement".

"Portal" means the PayMe for Business portal accessible on <https://portal.payme.hsbc.com.hk>, <https://portal.payme.hsbc> or as otherwise notified to you from time to time, through which you can access HSBC's PayMe for Business service.

"you", "your" and "yours" mean the person(s) accessing the Portal and where the context permits, includes the entity on behalf of which any such person acts in connection with HSBC's PayMe for Business service.

PRIVACY AND DATA PROTECTION STATEMENT

Use of Your Information

We will collect data (including personal data) from you when you use the Portal.

The PayMe for Business Terms and Conditions, PayMe for Business lite Terms and Conditions, PayMe for Business Personal Information Collection Statement (the "PayMe for Business PICS"), Notice Relating to the Personal Data (Privacy) Ordinance (the "Notice") and PayMe for Business lite Personal Information Collection Statement (the "PayMe for Business lite PICS") explain how HSBC and other members of the HSBC Group collect, use, disclose, transfer and store your information, and the provisions in these documents also apply to information and data collected when you use the Portal. You can find the latest version of these documents by visiting the PayMe public website.

Cookies

The Portal stores and accesses software (often referred to as 'cookies') on your device to aid security, maintain the connection to our systems, allow us to monitor how the Portal is being used, and store your preferences (such as remembering login details).

You should read the section titled “Use of Cookies, Spotlight Tags and Web Beacons etc” within the Privacy and Security page located on the Portal webpage to find out more about how HSBC and applicable third party research agencies use cookies.