Website Terms of use

This section contains the terms of use of this website (this website, its gateway and pages collectively referred as "Site"). By accessing this Site, you are agreeing to these Terms. The Site is primarily intended for those who access it from within Hong Kong. Because of this we cannot guarantee that the Site or the information thereon complies with law or regulation of other countries, or is appropriate for use, in other places. You are wholly responsible for use of the Site by any person using your computer and you must ensure that any such person complies with these Terms.

The information provided on this Site is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation. This Site should not be considered as communicating any invitation or inducement to engage in banking or investment activity or any offer to buy or sell any securities or other instruments outside Hong Kong.

No offer, solicitation or recommendation of financial services or products

Making available information about products or services on this Site does not constitute an offer, solicitation or recommendation of any products or services provided by The Hongkong and Shanghai Banking Corporation Limited ("we", "us", "our") or any member of the HSBC Group. The information provided on this Site is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation. This Site shall not be considered as communicating

- 1. any invitation or inducement to engage in banking, investment or insurance activity or
- 2. any offer or solicitation to buy or sell any securities or other instruments or to buy insurance outside any jurisdiction where we are licensed or authorised to perform such activities ("Authorised Countries").

Not all the products and services that you may view on or through this Site may be available in all geographical locations served by HSBC Group members. You should access only the local site(s) associated with your place of residence or your location, as appropriate ("Your Local Site"). If you own products that are not discussed on Your Local Site, information about such products may be accessible on this Site or another HSBC website. Products and services that are not discussed on Your Local Site may not be available in your place of residence, your location or in the Authorised Countries and may not be suitable for you. In accessing this Site and any information available through this Site, you are responsible for informing yourself of and observing fully the applicable laws and regulations of any relevant jurisdiction. HSBC Group members may decline to provide you with products and services solely based on your place of residence or your actual location.

Products or services you may view on or through this Site may not be registered or authorized by any central bank, governmental or regulatory authority in the Authorised Countries or in your place of residence or location. Accordingly, you may not be protected by the securities laws, banking laws, insurance laws or other relevant laws and regulations of your place of residence or jurisdictions outside the Authorised Countries with respect to products or services you may view on or through this Site.

We do not represent that any securities, products or services you may view on or through this Site are suitable for you or any particular person. You acknowledge that:

• neither we nor any other member of the HSBC Group have solicited your use of this Site or any request for information you have made as a result of using this Site; and

• any information provided on this Site does not constitute and should not be considered as investment, financial, tax or professional advice. You should obtain your own independent investment, financial, tax and professional advice as appropriate.

Trademarks and copyright

We and other parties (as applicable) own the trademarks, trade names, logos and service marks ("Trademarks") that are used or displayed on this Site. You are not allowed to use any Trademark used or displayed on this Site without our or such other parties' prior written permission.

Materials on this Site are protected by copyright. You are not allowed to modify, reproduce, store in a retrieval system, transmit, copy or distribute these materials (or any part of them), or use them for creating derivative works or in any other way for commercial or public purposes without our prior written consent.

No warranty

Whilst we have taken care in preparing the content and information contained on this Site, such content and information are provided "as is" without warranty of any kind, whether express or implied. In particular, no warranty about non-infringement, security, accuracy, fitness for a purpose or absence of computer viruses is given in connection with such content and information.

Linked websites

Neither we nor any other member of the HSBC Group are responsible for the contents available on or the set-up of any other websites linked to this Site ("external websites"). Your access to and use of an external website is at your own risk and subject to any terms and conditions applicable to such access and use. By providing hyperlinks to an external website, we shall not be deemed to

- 1. endorse, recommend, approve, guarantee or introduce any third party or the services or products it provides on the external website, or
- 2. have any form of cooperation with such third party and the external website. We are not a party to any contractual arrangement entered into between you and the provider of any external website unless we expressly specify or agree.

Email

Due to the nature of the Internet, messages and transactions may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission. We are not liable for malfunctions in communications facilities beyond our control that may affect the accuracy or timeliness of messages and transactions you send. We have a 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 the use of this Site.

Transmitting over the Internet

Due to the nature of the Internet, messages and transactions may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission. We are not liable for malfunctions in communications facilities beyond our control that may affect the accuracy or timeliness of messages and transactions you send. We have a 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 the use of this Site.

Downloading and other security measures

We do not represent or confirm the following (or any of them):

- that the Site will be available and meet your requirements;
- that access to the Site will not be interrupted;
- that there will be no delay, failure, error or omission or loss of information in transmission;
- that no viruses or other contaminating or destructive or otherwise inappropriate properties will be transmitted; and
- that no damage will occur to your computer system.

You are solely responsible for the following:

- adequate protection and back up of data and equipment;
- undertaking reasonable and appropriate precautions to scan for computer viruses and other contaminating
 or destructive or otherwise inappropriate properties; and
- keeping your personal information, which we use to identify you for conducting certain transactions available in this Site, secured from unauthorized use;
- We do not represent or confirm the accuracy, functionality and performance of any third party software that may be used in connection with this Site.