

Hang Seng Personal – Interbank Account Data Sharing Terms and Conditions

Our IADS Terms

1. The Hong Kong Monetary Authority operates an interbank account data sharing initiative, under which a customer may authorise a bank to share his/her account data to another bank for designated purposes via application programming interface (API), provided that he/she is a customer to both banks.
2. These Interbank Account Data Sharing Terms (“IADS Terms”), together with the Details of Consent for Interbank Account Data Sharing (hangseng.com/content/dam/hase/pib/pdfs/open_banking/Details_of_Consent_EN.pdf), govern the services provided by us to you under the interbank account data sharing initiative (“IADS”).
3. These IADS Terms are a legally binding contract between you and us. IADS is available on our Hang Seng Personal Banking mobile app. By participating in IADS, it means you accept these IADS Terms.
4. Other Hang Seng terms and conditions, including those applicable to Hang Seng e-Banking and mobile app (“Other Terms”), may also apply. If there is any inconsistency about the IADS service between these IADS Terms and Other Terms, these IADS Terms will prevail.
5. In these IADS Terms:
 - (a) “Hang Seng”, “we” or “us” means Hang Seng Bank Limited (including any successors and assigns); and
 - (b) “you” means the person participating in IADS.

Use of your account data

6. Under IADS, after obtaining your consent, we may access your data from your selected accounts at other banks (“Account Data”) for a 1-year period, provided that we will stop accessing your Account Data if you revoke your consent.
7. We will use, keep and share your Account Data in accordance with the Details of Consent for Interbank Account Data Sharing (hangseng.com/content/dam/hase/pib/pdfs/open_banking/Details_of_Consent_EN.pdf).

Information not advice

8. Any information provided under or in connection with IADS is not intended to provide any professional investment, financial or other advice.

Changes to IADS

9. Sometimes, we will need to make changes to IADS. For example, we can:
 - (a) change the scope and extent of IADS and its features; or
 - (b) decide to suspend or stop offering all or any part of IADS.You may not receive notice or an explanation before this happens.

Limitation of liability

10. We offer IADS to you on an “as is” and “as available” basis. We give no warranty in relation to IADS or any of its functions, whether express or implied. Without limiting the generality of the foregoing, we do not guarantee the condition or performance of IADS or whether they:
 - (a) are fit for any particular purpose;
 - (b) will be available on a timely basis;
 - (c) do not violate third party rights;
 - (d) are secure, error-free; or
 - (e) will function without disruption.
11. Unless it is a direct loss caused by our fraud, wilful misconduct or gross negligence, we are not liable for any loss arising from:
 - (a) any unauthorized transaction conducted through your account attributable to the IADS;

- (b) any delay, disruption, interruption or inadequacy of the IADS;
- (c) any error or discrepancy in your Account Data;
- (d) any leakage of your Account Data to any unauthorized person.

We can change these IADS Terms

12. We live in a rapidly changing world. Sometimes this means we need to update our IADS Terms. We can change these IADS Terms when it is reasonable to do so. This includes introducing any fees and charges. We will tell you before we do this in the way we consider appropriate including by placing details of the change on our mobile app. If you do not agree with a change, you can stop participating in IADS. You will be bound by the updated IADS Terms if you continue to use IADS after a change comes into effect.

Severability of terms

13. If any part of these IADS Terms no longer applies because it is illegal, invalid or unenforceable, this will not affect the rest of these IADS Terms.

Third party rights

14. No person other than you and us have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of the Hong Kong SAR) to enforce or enjoy the benefit of these IADS Terms.

Governing law

15. These IADS Terms are governed by the laws of Hong Kong SAR. The courts of the Hong Kong SAR have non-exclusive jurisdiction to settle any dispute between you and us arising out of or in connection with these IADS Terms. This includes disputes about the existence, validity or termination of these IADS Terms.

Language

16. The English version of these IADS Terms prevails if there is any inconsistency between it and the Chinese version.