



## TERMS AND CONDITIONS FOR MOBILE CASH WITHDRAWAL SERVICE

### 1. Scope of the Service

- 1.1. Hang Seng Mobile Cash Withdrawal service via the Mobile app is provided to Hang Seng customers. Hang Seng customers may place a mobile cash withdrawal instruction on the Mobile app and collect the cash from Hang Seng or HSBC Automated Teller Machine (ATM) or Multi-Function Teller Machine (MFM) by tapping their mobile telephone on the Near-Field Communication (NFC) device or scanning a QR code; instead of using ATM card.
- 1.2. We have the right to specify or vary the scope and extent of the Service and its features from time to time without prior notice.

### 2. Applicable Terms

- 2.1. Our provision and your use of the Service are governed by these Terms and Conditions.
- 2.2. In addition, all agreements, terms and conditions governing the respective accounts, services and products covered by the Service from time to time continue to apply unless we agree otherwise. For the purpose of the Service, the provisions of these Terms and Conditions prevail over such other agreements, terms and conditions to the extent of any inconsistency between them.
- 2.3. **By using the Service, you will be considered to have accepted these Terms and Conditions and such other agreements, terms and conditions and will be bound by them.**

### 3. How to Use the Service

- 3.1. To use the service, you are required to:
  - 3.1.1. have a valid Personal e-Banking account;
  - 3.1.2. have installed the Mobile app;
  - 3.1.3. have mobile telephone with NFC and/ or camera functions;
  - 3.1.4. complete the setup of the Small Value Transfer Limit; and
  - 3.1.5. have a valid mobile telephone number in the bank's record.

### 4. Withdrawal Limit

- 4.1. The maximum withdrawal limit using the Service per day is capped by the Small Value Transfer Limit set by you in your PIB Profile.
- 4.2. You can change the Small Value Transfer Limit within the Mobile app or by selecting "Transfer / Bill Payment Limit" from menu in your Hang Seng Personal e-Banking through desktop.
- 4.3. We may reduce your maximum withdrawal limit if we reasonably suspect fraud or we believe there is a material risk or security issue. We will tell you if we reduce your maximum withdrawal limit although we may not be able to contact you in advance.

### 5. Unauthorized Transactions

- 5.1. You must check your account statement regularly and carefully, and notify us promptly and in such manner as we may accept from time to time if there is a transaction you do not recognize. If we do not receive any such notice from you within ninety (90) days after we deliver the account statements, you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to any errors.
- 5.2. **You must keep your mobile telephone under personal control and keep your password, account and security details secret. You must take all reasonable precautions to prevent loss, theft or unauthorized or fraudulent use of your mobile telephone, your password, account, security details or other confidential information.**
- 5.3. **You must inform us as soon as reasonably practicable and in such manner as we may accept from time to time of any matter which may affect our provision of or your use of the Service. These matters include the following (or any of them):**
  - 5.3.1. **if you know or suspect that any person knows your password or your PIB Profile log-on credentials;**



- 5.3.2. **if you know or suspect that any person has, without your authorization, accessed your mobile telephone or PIB Profile; and**
  - 5.3.3. **if your mobile telephone number has changed.**
  - 5.4. You are solely responsible for:
    - 5.4.1. **paying the fees, charges and expenses for your mobile telephone and the services provided by your telecommunications service provider; and**
    - 5.4.2. **complying with the terms and conditions governing your mobile telephone and the services provided by your telecommunications service provider from time to time.**
  - 5.5. **You should refer to the security advice provided by us from time to time and observe in a timely manner the relevant security measures in using the Service as we may specify on-line or otherwise from time to time.**
- 6. Limitation of Liability and Indemnity**
- 6.1. **Except as set out in Clause 6.2, we are not liable for loss, damage or expense of any kind which you may incur or suffer arising from or in connection with the following (or any of them):**
    - 6.1.1. **any failure or delay in providing the Service for any reason (including as a result of failure or error of any computer or electronic system or equipment);**
    - 6.1.2. **any disclosure of confidential information;**
    - 6.1.3. **any loss or damage to your data, software, mobile telephone or other equipment arising from or in connection with your use of the Service; and**
    - 6.1.4. **any error in the information you provided and confirmed for a withdrawal instruction.**
  - 6.2. **If it is proved that the events in Clause 6.1 was caused by negligence or wilful default of (a) ours, (b) our agents or nominees, or (c) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.**
  - 6.3. **We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing the Service to you to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees.**
  - 6.4. **Indemnity**
    - 6.4.1. **Except as set out in Clause 6.4.2, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with our provision or your use of the Service. This indemnity will continue after the termination of the Service.**
    - 6.4.2. **If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in clause 6.4.1 was caused by negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 6.4.1 to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.**
- 7. Termination or Suspension of the Service**
- 7.1. We have the right to suspend or terminate all or any part of the Service for any reason without notice and without giving reason.
  - 7.2. Without limiting or reducing the effect of Clause 7.1, we may suspend or terminate all or any part of the Service without giving you notice in the following cases (or any of them):
    - 7.2.1. if you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
    - 7.2.2. if your account or PIB Profile is, or we reasonably suspect your account or PIB Profile is, being used for an illegal purpose;
    - 7.2.3. if you are, or we reasonably suspect you may be, acting fraudulently;



- 7.2.4. if you are, or we reasonably suspect you may be, using the Service to send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information;
  - 7.2.5. if we have reasonable grounds to suspect that your security details have not been kept safe;
  - 7.2.6. if any information you provided to us in connection with the Service is or becomes incorrect or incomplete;
  - 7.2.7. if there is equipment, system or network breakdown or maintenance; and
  - 7.2.8. if the relevant telecommunications service provider modifies its network or services.
- 7.3. Any suspension or termination of the Service does not affect the liabilities and rights between you and us respectively before the date of suspension or termination.

## 8. Variation of Terms

- 8.1. We have the right to vary these Terms and Conditions (including any fees and charges) from time to time. We will give you notice by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to terminate the Service with effect before the date on which that variation takes effect.

## 9. Waivers and Remedies

- 9.1. A waiver by us of any provision of these Terms and Conditions will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. 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.

## 10. Communications

- 10.1. Unless we specify otherwise, you will be considered as having received any notice given by us:
- 10.1.1. at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
  - 10.1.2. 48 hours after posting it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
  - 10.1.3. immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
  - 10.1.4. immediately after emailing it to the email address last notified in writing by you (if sent by email); or
  - 10.1.5. immediately after placing it in the PIB Profile maintained by you with us (if made available there).
- 10.2. Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

## 11. Your Information

- 11.1. You confirm that all your information provided to us is, to the best of your knowledge, complete, accurate and up-to-date.
- 11.2. You agree to inform us promptly in writing if there are any changes to your information supplied to us from time to time.

## 12. Partial Invalidity

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

## 13. Third Party Rights

- 13.1. 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.



## 14. Governing Law and Version

- 14.1. These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- 14.2. 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.

## 15. Jurisdiction

- 15.1. You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 15.2. These Terms and Conditions may be enforced in the courts of any competent jurisdiction

## 16. Definitions

- 16.1. **ATM** means Automated Teller Machines.
- 16.2. **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- 16.3. **HSBC** means The Hongkong and Shanghai Banking Corporation Limited.
- 16.4. **include** means include, without limitation, and "includes" and "including" shall be construed accordingly.
- 16.5. **Mobile app** means Hang Seng Personal Banking mobile app provided by us for you to install on your mobile telephone and through which you access your PIB Profile.
- 16.6. **MFM** means Multi-Function Teller Machines.
- 16.7. **One-Time Password** means an uniquely randomly generated one time password sent from us to your valid mobile telephone number in our record as a two-factor authentication for accessing electronic or mobile banking services.
- 16.8. **person** includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.
- 16.9. **PIB Profile** means your personal profile in Hang Seng Personal e-Banking through which you can access, view and transact your accounts maintained with us and use other services after entering your personal log-on credentials.
- 16.10. **Service** means the Hang Seng Mobile Cash Withdrawal service which we may provide pursuant to these Terms and Conditions.
- 16.11. **Small Value Transfer Limit** means a limit you choose, for the maximum total value of payments you can transfer and remit through your PIB Profile (accessed via the App or desktop) for certain designated services including cash withdrawal, transfers and payment as we may specify from time to time and is subject to a maximum limit set by us which may change from time to time.
- 16.12. **SMS** means a Short Message Service using a mobile telephone.
- 16.13. **valid mobile telephone number** means your mobile phone number registered with us through which you can be contacted via call and SMS.
- 16.14. **we, us, our** or **Hang Seng** means Hang Seng Bank Limited whose registered office is at 83 Des Voeux Road Central and its successors and assigns.
- 16.15. **you** or **your** means each person to whom the Service is provided and, where the context permits, includes any individual authorized by you to give instructions relating to the Service.