

Terms and Conditions for Digital ID Verification

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU START THE DIGITAL ID VERIFICATION PROCESS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT START THE DIGITAL ID VERIFICATION PROCESS.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words shall have the following meanings:

"App" means the Hang Seng Business Mobile Application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access, or apply for, some of our banking accounts, products, services or facilities;

"Banking Document" means any agreement, application or document (in paper, electronic or other form) as required by us from time to time in respect of any application for our banking accounts, products, services, loans and/or facilities (and/or any application for our banking accounts, products, services, loans and/or facilities) as we may provide or prescribe from time to time;

"Chinese Resident Identity Card" means an official identity document for personal identification in the PRC known as "中华人民共和国居民身份证" in Chinese;

"Customer" means the applicant or customer who applies for, or uses, our banking accounts, products, services, loans or facilities;

"Digital ID Verification" means the authentication or verification process of your identity via the App on the Permitted Mobile Device, as more particularly described in Clause 3;

"Digital Verification ID" means a code or number provided by us to you at your Registered Mobile Telephone Number for starting the Digital ID Verification process;

"e-Confirm Service" means our service pursuant to which you may provide your confirmation and agreement of a Banking Document on behalf of the Customer through the Website;

"e-Confirmation" means the confirmation and/or agreement of a Banking Document through the Website by you on behalf of a Customer, and "e-Confirm" shall be construed accordingly;

"e-Confirmation Terms and Conditions" means our e-Confirmation Terms and Conditions governing our provision of e-Confirm Service, as may be amended from time to time;

"e-Sign" means any electronic signature submitted or provided by or on behalf of any Customer or by you in your personal capacity using e-Sign Service and includes the act of electronic signing through e-Sign Service;



"e-Sign Service" means any electronic signing service or arrangement at any time provided by us for electronic signing of any Banking Document (whether in your personal capacity or on behalf of the Customer) and includes the Website or any electronic signing platform (whether operated by us or any of our agent, contractor or service provider) which is accessible or used in connection with such service or arrangement;

"e-Sign Terms and Conditions" means our e-Sign Terms and Conditions governing our provision of e-Sign Service, as may be amended from time to time;

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

"include" means include, without limitation, and "includes" and "including" shall be construed accordingly;

"Other Applicable Terms" means our Account Rules, our Business Integrated Account Terms and Conditions, End User License Agreement for the App, Hang Seng Business Online Application Platform Services Terms and Conditions, e-Confirmation Terms and Conditions, e-Sign Terms and Conditions, Hang Seng Business e-Banking Services Terms and Conditions, our Standard Terms and Conditions for Banking Facilities and any other applicable agreements or terms and conditions governing the banking accounts, products, services, loans and facilities provided by us, as may be amended from time to time;

"OTP Password" means a one-time password or verification code at any time sent by us to you at your Registered Mobile Telephone Number for Digital ID Verification, e-Confirm Service or e-Sign Service;

"Password" means any confidential password, phrase, code or number, or any other identification whether issued to you by us or registered, adopted or re-set by you (including any OTP Password) which may be used for Digital ID Verification, e-Confirm Service or e-Sign Service;

"Permitted Mobile Device" means such compatible Apple device, Android device, any other electronic devices or equipment running an operating system version as we specify from time to time;

"PRC" means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan for the purpose of these Terms and Conditions);

"Registered Mobile Telephone Number" means your mobile telephone number provided to us in connection with a Banking Document;

"we", "us" and the "Bank" means Hang Seng Bank Limited and its successors and assigns, and "our" and "ours" shall be construed accordingly;

"Website" means our website(s) (including any online portal maintained by us); and

"you" means each person using Digital ID Verification; and "your" and "yours" shall be construed accordingly.

1.2 In these Terms and Conditions, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.

2. Supplemental to the Other Applicable Terms

These Terms and Conditions supplement each of the Other Applicable Terms. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of any Other Applicable Terms, the provisions of these Terms and Conditions shall prevail insofar as Digital ID Verification is concerned.

3. Digital ID Verification Process

3.1 You represent and confirm that you are physically located in Hong Kong or in the PRC when conducting Digital ID Verification. If you conduct Digital ID Verification in the PRC, you further acknowledge and confirm that we may only accept Digital ID Verification conducted by you in certain provinces or cities (which shall be determined by us from time to time and subject to our sole and absolute discretion) in the PRC.

3.2 In connection with the Digital ID Verification process, you shall provide us with your personal details, including a photo and video of your Hong Kong Identity Card (or Chinese Resident Identity Card, as applicable) and current photos that clearly show your face via the App on the Permitted Mobile Device.

3.3 You warrant and confirm that you are using your genuine identity throughout the Digital ID Verification process and all personal data provided or uploaded by you via the App is accurate and complete. You agree that we may use and disclose your personal data in accordance with our [Privacy Notice](#) (the "Notice").

3.4 Your Hong Kong Identity Card (or Chinese Resident Identity Card, as applicable) photo and video and information on your Hong Kong Identity Card (or Chinese Resident Identity Card, as applicable), and your photo(s) and video(s) will be provided and transferred to our third party service providers for the purpose of verifying your identity and personal information in connection with a Banking Document (which may include accessing and checking against your personal data held in our third party service providers' own database and any centralised database they use from time to time), and will be used, processed and kept by us, our third party service providers and any centralised database they use in accordance with the Personal Data (Privacy) Ordinance (CAP. 486) and the Notice.

3.5 In order to complete the Digital ID Verification process:

- (a) you must receive the Digital Verification ID sent by us;
- (b) you must install the App using your Permitted Mobile Device; and
- (c) you must follow the steps specified by us for the Digital ID Verification.

3.6 As part of the Digital ID Verification process, you may be requested to register a Password which is to be used for e-Confirm Service and/or e-Sign Service.

3.7 We have the right to specify or vary from time to time the scope and features of the Digital ID Verification without prior notice.

3.8 You acknowledge that Digital ID Verification is a process intended for verifying and authenticating your identity for the subsequent use of e-Confirm Service and/or e-Sign Service by you in your personal capacity or on behalf of a Customer. You agree that such verification and authentication may be used as proof of your identity in respect of the use of e-Confirm Service and/or e-Sign Service to electronically sign one or more Banking Document(s) by way of e-Confirmation and/or e-Sign (as the case may be) in your personal capacity or on behalf of one or more Customers. By completing the Digital ID Verification, you (in your personal capacity and on behalf of the Customer) agree to and accept our e-Confirm Service and e-Sign Service subject to these Terms and Conditions, e-Confirmation Terms and Conditions and e-Sign Terms and Conditions.

3.9 You also consent to and accept our verification of your identity as provided under the Digital ID Verification, e-Confirm Service and/or e-Sign Service and accept that we may rely on such verification as our reasonable and sufficient means for identifying you as the provider of any information or communications (including any confirmation, signature and/or agreement) submitted to us through Digital ID Verification, e-Confirm Service and/or e-Sign Service.

3.10 Your agreement, consent and acceptance under these Terms and Conditions shall be deemed to be given by you as a user of Digital ID Verification in your personal capacity and as a duly authorised representative on behalf of each and every Customer whom you act for in respect of each Banking Document, and you warrant and confirm to us that you have full and proper authority from each Customer to agree to these Terms and Conditions.

3.11 If you or the Customer does not accept these Terms and Conditions, please do not start the Digital ID Verification process.

4. Security measures

4.1 You should take all reasonable security measures to prevent unauthorized or fraudulent use of Digital ID Verification, including the following measures:

(a) you should take reasonable precautions to keep safe and prevent loss or fraudulent use of your Permitted Mobile Device, Digital Verification ID, Registered Mobile Telephone Number and/or Password. You should observe the security recommendations provided by us from time to time about the use of Digital ID Verification;

(b) you must not use the App on any mobile device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail-broken or rooted device means one



that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the App on a jail-broken or rooted device may

compromise security and lead to fraudulent transactions. Download and use of the App in a jail-broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result; and

(c) if you are aware of or suspect any unauthorized use of your Permitted Mobile Device, Digital Verification ID, Registered Mobile Telephone Number and/or Password, you should notify us as soon as reasonably practicable by calling our 24-hour Business Partner Direct Hotline at (852) 2198 8000. We may at any time require you to change your Password, perform Digital ID Verification again or to cease to use Digital ID Verification.

4.2 You shall be fully responsible for any accidental or unauthorised disclosure of the Digital Verification ID and/or any Password to any other person and shall bear the risk of the Digital Verification ID and/or any Passwords being used by unauthorised persons or for unauthorised purposes.

5. Information

5.1 Use of Digital ID Verification is, in addition to these Terms and Conditions, subject to the Notice and you, in your personal capacity and on behalf of the Customer, agree to be bound by them and all other terms and conditions governing any relevant banking accounts, loans, facilities, applications, transactions, dealings, services, products, information, goods, benefits or privileges, if applicable, shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of Digital ID Verification.

5.2 Without prejudice to Clause 5.3 below or the rights of the Bank under any other agreement with you or the Customer, you acknowledge and agree (in your personal capacity and on behalf of the Customer) that all data relating to you, the Customer and its partners, directors, shareholders, members, or other officers, proposed guarantors, or security providers and/or related individuals which are provided by you, the Customer or any of the Customer's agents or representatives by the Customer and/or retrieved by the Bank for processing any Banking Document (the "Relevant Data") may be used and retained by the Bank and disclosed and transferred to any agent, contractor or service provider to the Bank, any member of the HSBC Group or such other third parties as the Bank considers reasonably necessary (wherever such persons are located and whether such persons are within or outside Hong Kong) for any of the following purposes:

- (a) considering the relevant application;
- (b) approving, managing, administering or effecting any transaction that you and/or the Customer requests or authorises;
- (c) conducting credit checks and obtaining or providing credit references;
- (d) enforcing or defending the Bank's or a member of the HSBC Group's rights;
- (e) meeting the internal operational requirements of the Bank or the HSBC Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (f) creating and maintaining the Bank's credit and risk related models;



(g) marketing, designing, improving or promoting the Bank's services or products to you and/or the Customer and conducting market research;

(h) complying with any obligations, requirements or arrangements that the Bank or any branch of the Bank or any member of the HSBC Group is expected to comply according to:

(1) any laws or compliance obligations;

(2) any codes, internal guidelines, guidelines or guidance given or issued by any authorities;

(3) any present or future contractual or other commitment with any authorities with jurisdiction over all or any part of the HSBC Group; or

(4) any agreement or treaty between authorities;

(i) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of financial crime; and

(j) any purposes relating or incidental to any of the above.

You confirm and warrant (in your personal capacity and on behalf of the Customer) that you have obtained the consent of the persons referred to above to the provision, use, transfer and disclosure of the Relevant Data as provided in this Clause 5.2.

In these Terms and Conditions, "HSBC Group" means HSBC Holdings 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 and includes the Bank and its branches and subsidiaries.

5.3 You acknowledge and agree that the Bank may use, transfer or disclose the Relevant Data in connection with the purposes and to such recipients set out in the Notice and confirm and warrant that every individual whose information has been (or will be) provided to the Bank has been given a copy of the Notice and in particular, has been (or will be) notified of and agree to the use, transfer and disclosure of the Relevant Data for such purposes and to such recipients as set out in the Notice.

5.4 You confirm that you have obtained the necessary consent from the relevant third party for provision of the Relevant Data relating to such third party for the purpose of Clause 5.2.

6. Indemnity

You shall indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which we may sustain, suffer or incur as a result of or in connection with our accepting and acting upon any information or communications (including any confirmation, signature and/or agreement) provided to us through Digital ID Verification, or with any breach by you or the Customer of any terms, representations or warranties in these Terms and Conditions or any Other Applicable Terms.



7. Limitation of our liability

7.1 Digital ID Verification is provided on an "as is" and "as available" basis. We do not warrant that such services will be available at all times, or that Digital ID Verification will function with any mobile device as an authentication tool for the purposes contemplated in these Terms and Conditions.

7.2 We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with your use of or inability to use Digital ID Verification unless it is caused solely and directly by the gross negligence or willful default on our part or on the part of our employees or agents.

7.3 Under no circumstances are we liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages in connection with Digital ID Verification.

8. Modification, suspension and termination

We have the right to modify, suspend or terminate Digital ID Verification or its use by you at any time without giving prior notice or reason where we reasonably consider necessary or advisable to do so. These cases may include actual or suspected breach of security.

9. Revision of these Terms and Conditions

We have the right to revise these Terms and Conditions and/or introduce additional terms and conditions (including fees and charges) from time to time by giving prior notice. We may give notice by display, advertisement or other means as we consider appropriate. **You will be bound by any variation if you use Digital ID Verification on or after the effective date of the variation.**

10. Governing law

These Terms and Conditions shall be governed by and construed in accordance with Hong Kong law. You (in your personal capacity and on behalf of the Customer) submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

11. Miscellaneous

11.1 Each provision of these Terms and Conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

11.2 We may assign or transfer all or any of our rights and obligations under these Terms and Conditions to any member of the HSBC Group without your prior consent.



11.3 No person other than you, the Customer and us (which includes our successors and assigns) 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.

11.4 The English version of these Terms and Conditions shall prevail wherever there is any inconsistency between the English and the Chinese versions.

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