



## **e-Sign Platform Terms and Conditions**

This e-Sign Platform (“Portal”) assists existing and prospective customers to gain access to a third party electronic signature platform, where they can electronically sign and submit documents to Hang Seng Bank Limited (“we”, “us”, “Hang Seng” or the “Bank”).

By using this Portal, you agree that these terms and conditions which govern the use of the Portal (“Terms and Conditions”) are binding on you. Before using this Portal, you should read these Terms and Conditions carefully.

We may amend these Terms and Conditions at any time without notice. Your use of this Portal after such amendment will be subject to these Terms and Conditions as amended.

In these Terms and Conditions:

- “you”, “your”, “yours” are references to you, the person using this Portal.
- “HSBC Group” means HSBC Holdings plc, its subsidiaries, related and associated companies and affiliates from time to time.
- “Adobe Sign” means the e-signature products and services provided by the third party platform operator, Adobe Systems Software Ireland Limited, with registered office at 4-6 Riverwalk, Citywest Business Campus, Dublin 24, Ireland (“Adobe”), via the Adobe Sign platform.
- References to “Portal” include this e-Sign portal provided by Hang Seng as well as the Adobe Sign platform accessed via the e-Sign portal; and the use of (or access to) the Portal should be construed accordingly. For the avoidance of doubt, use of (or access to) the Portal or a platform includes accessing, browsing or logging on to use the Portal or a platform.

## **Login Credentials and Security**

In order to use the Portal, you will need to provide your personal authentication credentials as required by us, which may include your email address and mobile telephone number (“e-Sign Login Credentials”). Once you have logged on to the Portal, you will be redirected to the Adobe Sign platform which is a third party electronic signature platform, through which you will be able to use the one time password sent by Adobe to access and electronically sign documents.

You must inform your Hang Seng contact or relationship manager immediately of any unauthorized access to the Portal using your e-Sign Login Credentials or any unauthorized instruction which you know of, or if you suspect someone else knows your e-Sign Login Credentials.

You shall not permit any person to use your e-Sign Login Credentials on your behalf. Please note that if you do this, you will be wholly responsible for use of the Portal by such person. We reserve the right to suspend access to the Portal in the event that we suspect that any person other than you is attempting to access the Portal.

## **Adobe Terms and Order of precedence**



From the Portal, you will be redirected to the Adobe Sign platform which is subject to Adobe's own specific terms and conditions, privacy and cookie statements including disclaimers, and which will form a separate legal agreement between you and Adobe ("**Adobe Terms and Conditions**").

To the extent that there is any inconsistency between any terms and conditions relating to the use of this Portal, the following shall be the order of precedence in relation to such consistency:

1. Adobe Terms and Conditions;
2. these Terms and Conditions; and
3. any other terms and conditions applicable to Hang Seng accounts, products and services ("Other Applicable Terms").

### **e-Sign**

By using this Portal, you acknowledge and agree that:

- (a) this Portal may only be used in Hong Kong, and you confirm that you are physically located in Hong Kong when using this Portal;
- (b) you authorize and provide your consent for the Bank to collect and link your signature to the documents in electronic form using Portal. Such documents together with the collected and linked electronic signatures are referred to as the "Electronic Documents";
- (c) any electronic signature submitted or provided by you through Portal ("e-Sign") in respect of an Electronic Document shall constitute your signature on such Electronic Document and will be binding on you;
- (d) you will read and understand the Electronic Document in full prior to e-Sign on each Electronic, confirming your intention to be bound by the Electronic Document. You have not and will not permit any other person to assist you in submitting or attaching your signature to any Electronic Document;
- (e) your signature on each Electronic Document shall be reflected clearly and accurately on the Electronic Document, and your signature collected, received and/or stored in such electronic form shall be deemed to be equivalent to your signature in hard copy for all purposes, subject to verification by the Bank that such signature complies with its internal requirements;
- (f) the Electronic Documents to which your e-Sign have been attached shall be deemed to be valid, accurate and authentic, and shall be given the same effect as though such Electronic Documents were written and had been signed by you in hard copy;
- (g) unless otherwise required by law, the Bank is entitled to rely on your signature collected in any Electronic Document as valid and enforceable;
- (h) you will not dispute the validity, accuracy or authenticity of the contents of any Electronic Document or any evidence in the form of activity or transaction logs, computer or electronic records, computer printouts or any other form of computer or electronic data or information storage or system (collectively referred to as "Electronic Records"), and other than in the case of the Bank's manifest or clerical error, such Electronic Records shall be final and conclusive of the information, and your instructions, consents, acknowledgments and agreements in respect of any matter set



out in the Electronic Documents and the Electronic Records can be used as evidence in any court proceedings as proof of their contents;

- (i) if you disagree with or have any queries about the contents of the Electronic Documents, you may leave the signing process by closing the browser at any point before you click on the final 'Click To Sign' button. All the Electronic Documents are considered to be executed only at the time when you click on the final 'Click To Sign' button which appears at the end of all the Electronic Documents;
- (j) you may download the Electronic Document upon e-Sign completion before you leave the Adobe Sign platform;
- (k) we may notify you (by way of email or other electronic means) after you e-Sign an Electronic Document. Such notification shall be deemed to have been received by you upon transmission. Please check the notification and promptly notify us if there is any error or issue with the notification;
- (l) we may treat that you have duly submitted or provided e-Sign in respect of an Electronic Document after our verifying your identity through the e-Sign Login Credentials, without further obligation for us to check the authenticity of the document;
- (m) our records relating to any e-Sign and the related Electronic Documents shall be conclusive evidence of the matters stated therein, save for manifest error; and
- (n) the execution of the Electronic Documents by you does not mean that your instructions are accepted by the Bank. The Electronic Documents will still have to be verified and approved by the Bank and the Electronic Documents shall be effective only after they have been approved by the Bank.

### **Terms specific to commercial customers**

Where you are acting on behalf of an existing or prospective customer ("Customer") when using this Portal, you represent, warrant and agree that you have been duly authorized by the Customer to:

- represent the Customer;
- sign and submit the Electronic Document on behalf of the Customer;
- confirm the accuracy of the information contained in the Electronic Document on behalf of the Customer by e-Sign; and
- enter into these Terms and Conditions, Adobe Terms and Conditions as well as Other Applicable Terms on behalf of the Customer, so that the Customer will be bound by these Terms and Conditions, Adobe Terms and Conditions as well as Other Applicable Terms such that references to "you" therein will be deemed to be references to the Customer.

### **Adobe Sign platform**

You acknowledge and agree that:

- (a) the Bank uses the services of Adobe, a third party service provider to collect and link your signatures to the Electronic Documents. When we redirect you to the Adobe Sign platform, you will be able to access the documents which are available for signing electronically;



- (b) by accessing the Adobe Sign platform, you agree directly with Adobe to the Adobe Terms and Conditions applicable to your use of the Adobe Sign platform;
- (c) we are not responsible for the operation of the Adobe Sign platform or its services and functionalities. The use of the Adobe Sign platform shall be at your own risk. We are not responsible or liable for any damages or in any other way in connection with your access and use of the Adobe Sign platform; and
- (d) no endorsement, approval or responsibility on the part of the Bank for the appropriateness of Adobe or its advice, opinions, information, products or services is expressed or implied by any information on this Portal or by the fact that you will be redirected to the Adobe Sign platform.

### **Submitting information via the Portal**

You are responsible for ensuring that any content you upload to the Portal is free from viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. We may reject and delete any content which we, in our sole view, consider may be malicious or technologically harmful.

You must ensure that you have all appropriate permissions prior to providing or uploading any information via the Portal. We will not be responsible, or liable to any third party, for the content or accuracy of any information posted by you. We may pre-populate sections of the forms to support you in the authentication process, but this does not in any way limit your responsibility to ensure the information in these forms is up-to-date, true, accurate and complete.

Any information which you provide on this Portal will be subject to these Terms and Conditions as well as Other Applicable Terms. Whenever you provide information on the Portal, you grant us consent to use, store and process that information as described in the Terms and Conditions and Other Applicable Terms.

### **Privacy**

We collect and process any personal information you provided in accordance with our Personal Information Collection Statement. In particular:

- We may store your information locally or overseas, including in data centres operated by us, and HSBC Group, third parties or cloud providers.
- We may collect and process your IP address and other information about your computer to ensure each user is physically located in Hong Kong, in line with relevant regulations and law.

### **Service availability**

The content, including layout, of this Portal and the services available via this Portal (including the customer authentication functionalities and the re-direction to Adobe Sign platform) may be wholly or partially suspended, withdrawn or changed at any time. We reserve the right at any time to immediately suspend the provision of all or any part of this Portal to you and/or block your access to this Portal.



### **No warranties**

Other than the warranties and representations contained in the Terms and Conditions, all other warranties and representations, whether express, implied or statutory are, to the fullest extent permitted by the law, excluded. The use of the Portal is at your own risk.

While we have taken reasonable steps to ensure the accuracy, currency, availability, correctness and completeness of the information contained on the Portal, information is provided on an "as is" and "as available" basis.

We do not represent or warrant that the Portal will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

We do not make any representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Portal.

### **Exclusion of our liability**

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 the services via this Portal ("e-Sign Service"), 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.

Under no circumstances are we liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages in connection with e-Sign Service.

### **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 e-Sign Service, or with any breach by you of any terms, representations or warranties in these Terms and Conditions or any Other Applicable Terms.

### **No reliance on information**

The content of the Portal is provided for general information only, and is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Portal.

### **Links to the Portal**



We reserve the right to withdraw permission to access or use our Portal without notice. We are not responsible for the set-up of any link from a third party website to the Portal.

### **Intellectual property rights**

All intellectual property rights (including, without limitation, copyright, database rights, design rights, patents and trademarks) in this Portal are owned by or licensed to us unless otherwise stated.

You may print, copy, download or temporarily store extracts from this Portal in connection with your use of the e-Service. Any other use is prohibited unless you first get our written permission. Without limiting the above, unless you first get our written consent, you may not reproduce, modify, adapt, transmit, publish, broadcast, create derivative works of, store, archive or in any way exploit all or any part of this Portal.

### **Governing law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). You 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.

### **Miscellaneous**

Any notice to be given under these Terms and Conditions must be communicated by post, email or facsimile to the address most recently notified by the receiving party. Receipt of notice shall be deemed to occur at the time when the notice would in the ordinary course be delivered or transmitted.

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.

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.

No person other than you 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.

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