



HSBC Personal Internet Banking/Mobile Banking Service Agreement

Effective Date : 10Dec2021

The HSBC Personal Internet Banking/Mobile Banking Service Agreement ("this Agreement") sets out the rights and obligations between you and HSBC Bank (Taiwan) Limited ("HSBC") with respect to use of the Internet Banking/Mobile Banking services ("the Service") in Taiwan. To ensure your rights, HSBC suggests that you read this Agreement carefully before using the Service.

1. Bank information:

- A. Bank name: HSBC Bank (Taiwan) Limited (hereinafter referred to as "HSBC")
- B. Customer complaint hotline: 0800-050-018
- C. Customer service hotline: 02-6616-6000
- D. Website: www.hsbc.com.tw
- E. Address: 13&14F, No. 333, Keelung Road, Sec. 1, Hsinyi District, Taipei City 110
- F. Fax No.: 02-66389388
- G. Email: customervoiceetwm@hsbc.com.tw

2. Scope of Application of this Agreement

- A. This Agreement contains the general terms and conditions applicable to the Service provided by HSBC to you. Unless otherwise provided for by another contract, the use and operation of the Service by and between you and HSBC shall be governed by the terms and conditions as stipulated in this Agreement.
- B. Any individual contract shall not be in conflict with this Agreement, unless the individual contract is more favorable to customers.
- C. Any dispute over the terms and conditions herein shall be interpreted in favor of customers.

3. Definitions

- A. "Internet Banking/Mobile Banking": You may undertake banking activities or transactions directly with HSBC without going to the branches once your



- computer or mobile device (including smart phone or any other portable devices with a connection function to the mobile Internet) with the download of the HSBC Taiwan application program (HSBC Taiwan app) is connected with the computers of HSBC via the Internet.
- B. "Short Message Service" shall mean the financial message notifying services provided by HSBC through short message transmission to your mobile phone.
 - C. "Electronic Message": The logs sufficient to express the intent of HSBC or you as produced by HSBC or you for electronic processing based on the text, audio, picture, image, symbol or other information transmitted via the Internet, in an electronic form, or in any other manner unidentifiable by others through personal perception.
 - D. "Business Day": shall mean Monday through Friday or any holiday(s) to be changed as working day(s) announced by the government except for national holidays, holiday(s) announced by the government, and days on which HSBC is not providing services.
 - E. "Business Hours" shall mean 09:00 a.m. to 03:30 p.m. on each Business Day. HSBC may announce different Business Hours due to the characteristic of the services.
 - F. "Transaction Data Signing": You have to input last 8 digital of beneficiary-account number into your HSBC Taiwan app / Security Device to generate a security code to authorise your transfer transaction.
 - G. "Biometric Authentication": Biometric authentication is to use the fingerprint or face recognition that built in your mobile device to authenticate your identity when you log on to the HSBC Taiwan app.

4. Verification of Website and Downloading of the HSBC Taiwan Application Program

- A. HSBC shall perform the duty of care as a good administrator to maintain the accuracy and safety of the website or service of HSBC Taiwan app download, and also remain alert for any fake HSBC website, to prevent your interests and rights from being damaged.
- B. Before using the service, please verify the uniform resource locator (URL) of the HSBC website. Before using Mobile Banking, please properly download and install of the HSBC Taiwan app; if you have any questions, please call HSBC Call Center at 02-6616-6000.



- C. HSBC shall advise you of the risk over the internet banking/mobile banking's application environment in a manner commonly can be known by the general public.

5. Process of Activation, Use Restriction and Service Items

- A. You must have opened account with HSBC, and shall visit HSBC website to complete the online register and activate the security code to use the Service.
- B. You must download the HSBC Taiwan app to your portable devices to use Mobile Banking via a portable device (smart phone or tablet), and register biometric credential and HSBC Taiwan mobile banking PIN by using security code (generated from user password+ SMS One Time Password or Security Device) to activate your online banking authentication service .
- C. If you are already logged in Internet Banking/Mobile Banking on a computer or mobile device and log in on another computer or mobile device, your first computer or mobile device will be automatically logged off.
- D. The services to be provided under this Agreement are specified as follows, provided that where the services shall be added or reduced upon determination of the competent authority or HSBC. The exact service to be offered will depend on the announcement made on HSBC website with respect to Internet Banking or Mobile Banking. Where any relevant information is posted on the website, HSBC shall ensure the accuracy thereof and bear the obligation no less than the contents of the website:

- (a) Account summary
- (b) Transfers
- (c) My investment Portfolio
- (d) Term Deposit
- (e) Rate Enquiry
- (f) Statements
- (g) Other items approved by the competent authority or consented by HSBC

6. Important Matters regarding Remittance, Transfer and Other Permitted Transactions

- A. Some of the remittance, transfer or other permitted transaction you process under the Service shall follow the Transaction Data Singing process and be



subject to HSBC transaction amount limits of per transaction, per day and per month. HSBC reserves the right not to execute your transaction instruction or to cease the Service if your contemplated transaction amount exceeds any of the abovementioned limits, or if the balance in your account is insufficient for the contemplated transaction amount.

- B. HSBC may adjust the limits of per transaction, per day and per month at any time and announce such adjustments on the HSBC website.

7. Network Used for Connection

- A. The parties agree to use the Internet for Electronic Message transmission and receipt.
- B. Each party shall separately enter into an internet service agreement with the respective internet service provider and bear the costs with respect to its usage of the internet.
- C. When using the Service for domestic or cross-border remittance or account-transfer, if there is any loss caused by circumstances which can be attributed to other banks or internet service providers, or by internet disconnection due to the condition of your computer or portable device, HSBC shall not be liable for such loss. However, HSBC agrees to provide necessary assistance.

8. Receipt of, and Response to, Electronic Message

- A. Upon receiving the Electronic Messages for identification as agreed by you and HSBC, except the inquired items, HSBC shall provide the webpage containing the important information in the Electronic Messages to you for reconfirmation, and proceed immediately with the verification and handling of such Electronic Messages, and shall notify you of the result of the verification and handling through Electronic Messages or phone call.
- B. If the content of any Electronic Messages transmitted by HSBC to you or vice versa is indiscernible or unidentifiable, the transmission shall be deemed nonexistent ab initio. However, if HSBC can verify your identity, it shall immediately notify you of such situation through Electronic Messages or phone call.
- C. If your mobile phone is lost, stolen or any other similar situation exists, you shall immediately notify HSBC to terminate the Short Message Service. If you



fail to do so and such leads to a failure of messages transmission, HSBC shall not be liable to the damage you suffered thereby.

9. Non-execution of Electronic Message

- A. If there exist any of the following situations, HSBC may not execute your instructions, or before the disappearance of any of the following situations, HSBC may suspend the execution of your instructions.
- (a) If HSBC acknowledges or reasonably doubts that you have acted against the internet security, or you are involved with any irregularity in the use of the Service;
 - (b) If HSBC has reasonable doubt with respect to the authenticity of the Electronic Message or accuracy of the instructions;
 - (c) The execution of the relevant instruction would violate relevant laws or regulations;
 - (d) HSBC cannot successfully deduct the fees payable by you from your account because of the cause attributable to you.
- B. If HSBC does not execute or suspend the instructions contained in the Electronic Messages, HSBC will notify you of the situation and its reasons through Electronic Messages or phone call according to the contact information provided by you. You may call HSBC for verification after receipt of the notice. HSBC disclaims any responsibility for the non-execution of Electronic Messages caused by poor transmission signals provided by the internet service provider.

10. Time Limits for the Exchange of Electronic Messages

- A. The Electronic Messages will be processed automatically by the computers of HSBC, and the Electronic Messages transmitted by you may not be withdrawn upon verification of the accuracy thereof by the re-check mechanism provided by HSBC. For the transactions yet to be executed, from the arrival of the Electronic Messages at HSBC to the preceding Business Day of the contemplated execution date of such transactions, you may withdraw or modify the Electronic Messages.
- B. If, after the Electronic Messages are transmitted to HSBC via the Internet, the time of processing the information goes beyond the Business Hours of HSBC



(9:00AM~3:30PM), HSBC will immediately notify you of such situation through Electronic Messages or phone call, and the processing of the transaction will be postponed to the next Business Day, or agreed otherwise.

11. Service Fees

A. HSBC Internet Banking Mobile Banking Service:

- (a) You agree to pay the service fees, commission and postage according to the rate as agreed and to authorize HSBC to debit the same from your account automatically, for your use of the Service, provided that HSBC shall not charge any items not recorded.
- (b) Upon adjustment of the rate referred to in the preceding subparagraph hereafter, if any, HSBC shall post the adjustment in a prominent manner on the Bank's website, and inform you of the same via electronic mail or phone.
- (c) Where the fees are raised upon the adjustment referred to in Subparagraph (b), HSBC shall enable you to choose whether you agree to the raise on the website. If you fail to show agreement to the raise prior to the effective date of adjustment, HSBC will suspend the Services provided to you, in whole or in part, as of the effective date of adjustment. Where you agree to the raise after the effective date of adjustment, HSBC shall resume the Services to be rendered under this Agreement.
- (d) The publication and notice of the raise referred to in the preceding subparagraph shall be made within 60 days prior to the effective date of adjustment, and the effective date of adjustment shall be no earlier than the starting date of the following year after the publication and notice.

B. Short Message Service:

Short Message Service is, at present, provided to you free of charge. However, data charges may be levied by your mobile service provider if you use international roaming. You shall be notified of any future changes made to the fee schedule for Short Message Service through short message(s). You shall be deemed to have accepted the changes if you continue to use the Service after such notice.

C. Investment in Domestic and Offshore Funds through Non-discretionary Trust:

Commencing on the date when you begins to use the Service, you shall pay fees according to HSBC's Tariff on Unit Trust Service and authorize HSBC to



deduct such fees automatically from your account. If your account balance is insufficient, HSBC may suspend the provision of the Service. The fees payable to HSBC by you do not include taxes. If there is any tax payable, you shall pay such tax separately and authorizes HSBC to deduct the tax amount from your designated account.

12. The Installation and Risk of Software and Hardware

- A. You shall install the required computer software, hardware and other security-related equipment in your own computer. Any costs and risk relating to such installation shall be borne by you.
- B. If the above software, hardware and other related documents are provided by HSBC, you may use same only within the service scope limits, and shall not transfer or by any other means provide same to any third party. HSBC shall also specify the minimum software/hardware requirements enabling the Service on the website and the packaging of the software/hardware provided by it, and shall bear the risk over the software/hardware provided by it. To enhance the security of the Service, HSBC shall notify you in a conspicuous place on the HSBC website or other ways before upgrading software or hardware related equipment. If you cannot follow HSBC's instruction for the upgrade, you may not be able to use the Service.
- C. You shall return the equipment and related documents provided by HSBC immediately upon termination of this Agreement.

13. Connection and Liability

- A. If HSBC and you have so agreed, the connection may only be started after the required tests have been completed in coordination with HSBC.
- B. You shall preserve the user name, password, Security Device PIN, security code (generated by HSBC Taiwan app or the Security Device) and HSBC Taiwan mobile banking PIN for the Service, and the required computer software, hardware, related documents provided by HSBC and any other tools sufficient to verify one's identity in your custody and keep same confidential, and shall not disclose or provide same to any third party. You shall not use common identifiers, such as a birthday, telephone numbers, vehicle numbers,



etc, as your security code, and shall not use the above for purposes irrelevant to this Agreement.

- C. When using HSBC Taiwan mobile banking service, if you input the HSBC Taiwan mobile banking PIN or biometric credential incorrectly for five times in a row, you have to input user password+ SMS One Time Password or Security Device PIN to authenticate your identity and re-set mobile banking PIN. If user password+ SMS One Time Password or the Security Device PIN is also incorrect, to ensure the security of your account, HSBC will automatically stop your use of the Service. Under such circumstance, HSBC may consider the security code invalid and cancel it. If you wish to resume such use, you shall submit an application to HSBC for resumption. Prior to the application accept by HSBC and new password is effective, HSBC will not be able to provide the service to you.
- D. When using Internet Banking Service, if you input the HSBC Taiwan app /Security Device PIN incorrectly for three times in a row, you have to follow up the system instruction to input your relevant personal information and HSBC Taiwan app/Security Device PIN to log on the system. If you input the incorrect information or PIN twice, HSBC will automatically stop your use of the Service. If you wish to resume such use, you shall submit an application to HSBC for resumption. Prior to the application accept by HSBC, HSBC will not be able to provide the Service to you.
- E. Your Internet/Mobile banking username cannot be changed once it is registered. In the event that you have not been accessed/logged-in to the Service for 4 years, the Service provided to you shall be suspended. You shall apply with the Bank to re-activate the Service.
- F. You must not use the Service on any 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 Service on a jail broken or rooted device may compromise security and lead to fraudulent transactions.



Download and use of the Service in a jail broken or rooted device is entirely at your own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by you as a result. _

14. HSBC Taiwan Mobile Banking Biometric Authentication

- A. At the first time when you log on to HSBC Taiwan app, if you choose to use Biometric Authentication, you must register biometric credential (face recognition or fingerprint recognition) by using security code (generated from user password+ SMS One Time Password /Security Device). The biometric credential which is successfully registered will then be used to authenticate your identity when you log on to HSBC Taiwan app.
- B. The activation of Biometric Authentication in HSBC Taiwan app is optional. When you activate Biometric Authentication feature, you agree that HSBC Taiwan app will accept your log-in based on the biometric credential stored in your device. HSBC Taiwan app will only use your biometric credential for Biometric Authentication only. We do not use HSBC Taiwan app to collect your biometric credential for any other purpose or sending to a third party.
- C. You can log on to HSBC Taiwan app by using your registered PIN or your biometric credential.
- D. Biometric Authentication is only available to mobile devices which run iOS or Android operation system and support fingerprint or face recognition feature. The Biometric Authentication will not be available if the face or fingerprint recognition feature on mobile device is corrupted, suspended or stopped. You can input HSBC Taiwan mobile banking PIN as an alternative authentication method to log on to HSBC Taiwan app.
- E. Your usage of Biometric Authentication is also subject to terms and conditions and policies of the device manufacturer and operation system development company. We are not responsible for the unavailability of Biometric Authentication due to terms and conditions and policies of your device manufacturer and operation system development company. It is your device manufacturer and operation system development company that should be responsible to handle any issue or problem relating to the fingerprint or face recognition feature built in your device.
- F. Please note below when using the Biometric Authentication to log on to the



HSBC Taiwan app:

- i) You must ensure that your biometric credential stored on your device are your own and do not store anyone else's biometric credentials on your device and that you only use your own biometric credential to log on to the HSBC Taiwan app
- ii) You must not use facial recognition to log on to the HSBC Taiwan app if you have an identical twin sibling.
- iii) You must not use face recognition to log on to the HSBC Taiwan app if you are an adolescence while your face features may be undergoing a rapid stage of development.
- iv) You must be responsible for making sure the credential and information shown or stored on your mobile device is kept secure.
- v) You must be responsible for unauthorized payments made from your accounts and relevant transactions completed after logging in will be deemed to be completed by you based on your instruction, if you have not kept your mobile device and your biometric credential safe and follow the security precautions that we advise you to undertake from time to time, or if the biometric credential stored on your device are not your own in the event that you have activated Biometric Authentication on the device and on HSBC Taiwan app.
- vi) If you realized that a third party has made unauthorized use of, or has stolen, your biometric credential to log in HSBC Taiwan app, you agree to immediately notify HSBC by telephone or in other manners as agreed by HSBC to cease the use of the mobile banking service. Before receipt of the aforesaid notice, all the transactions conducted by the third party via mobile banking service will be deemed to be completed by you based on your instruction after logging in, and you shall be solely responsible for transactions so completed.

15. Transaction Checking

- A. After completion of each instructed transaction, the result will be informed to you by Electronic Message or other means agreed by both parties. You shall check its accuracy and notify HSBC, via electronic documents or phone, within forty five (45) days from the completion of Service use if there is any discrepancy.



- B. HSBC shall send you a transaction statement by Electronic Message or in other manners as agreed between both parties monthly (the statement will not be sent if there is no transaction during the relevant month). After checking the statement, you shall notify HSBC, via Electronic Message or phone, of any errors contained in the statement within forty-five (45) days from receipt of the statement.
- C. After receiving notification from you, HSBC shall immediately proceed to investigate, and notify you of the results, in writing or via Electronic Message or phone, or in any other manner agreed by both parties, within thirty (30) days from receipt of your notification.
- D. After you successfully register the Internet Banking service, if you do not change the statement delivery method through our Internet Banking, we will take it as your agreement with the Bank to send your statement of the previous month by way of eStatement going forward, and you can use the "Statement & Alert Service" function of the Internet Banking to view your statements for the last 12 months. You can always send a message through the "Secure Messages" function of Internet Banking any time if you need to change the statement delivery method.

16. Handling of Electronic Message Errors

- A. If, when using the Service, an error occurs in an Electronic Message which is not attributable to you, HSBC shall provide all necessary assistance.
- B. If an error occurs which is attributable to HSBC, HSBC, when it becomes aware of such fact, shall immediately rectify, and notify you by Electronic Message or by telephone.
- C. Where the fund is transferred to another person's account in error, or the transferred amount is incorrect due to errors in the Electronic Message attributed to you, such as incorrect financial organization code, account number or amount provided by you, when you use the Service, HSBC will take the following actions immediately upon receipt of your notice:
 - (a) Provide the statement and relevant information about the transaction pursuant to the relevant laws;
 - (b) Notify the transferee bank to provide assistance;
 - (c) Report the status of handling to you.



17. Due Authorization and Liability for Electronic Messages

- A. Each party shall ensure that all Electronic Message transmitted to the other party are lawfully authorized.
- B. If either party discovers that a third party has made unauthorized use of, or has stolen, your user name, any kind of security code and/or private information etc., such party shall immediately notify the other party by Electronic Message or telephone to cease the use of the Service and to take precautionary measures.
- C. Before receipt of the notice referred to in the preceding paragraph, HSBC shall still be liable for the transactions conducted by the third party by using the Service, unless any of the following conditions is met:
 - (a) Where HSBC can prove such event is due to your willfulness or negligence;
 - (b) Where 45 days elapse after HSBC deliver the confirming note or statement in the manner as agreed by both parties, unless your failure to send a notice is due to special cause (e.g. long-distance travel or hospitalization), the 45 days will be from the disappearance of the special cause, except from HSBC's willfulness or negligence.
- D. The forensic expenses arising from the investigation on the misuse or misappropriation referred to in Paragraph B shall be borne by HSBC.

18. Security of Information System

- A. Each party shall respectively ensure the security of the system it uses, and prevent any illegal access to the system, theft, falsification or destruction of business records and your personal information.
- B. If there is a dispute as to whether HSBC's system security is hacked or has defect, HSBC shall bear the burden of proving its non- existence.
- C. HSBC shall be liable for any loss arising from HSBC's system being invasion by any hacker.

19. Confidentiality

- A. Unless otherwise provided in law, the Electronic Messages exchanged or your data obtained under this Agreement shall not be disclosed to a third party or



used for purposes irrelevant to this Agreement. If disclosure of the Electronic Messages to a third party is permitted by you, HSBC shall assure the third party comply with the requirement provided in this clause.

- B. If the third party fails to comply with the obligation specified in the preceding paragraph, it will be deemed as HSBC fails to carry out its obligation.

20. Indemnification

If any delay, omission or error in transmitting or receiving of Electronic Message which is attributed to either party, such party shall be liable for the actual damages suffered by the other party thereof.

21. Preservation of Records

- A. The parties shall retain records of all Electronic Messages that are trading instructions, and shall ensure the authenticity and completeness of such records.
- B. HSBC shall act with the care of a good administrator to retain the records specified in the preceding paragraph. Records shall be kept for a period of more than five years, or a longer period defined by other laws, if any.

22. Effect of Electronic Message

HSBC and you agree to express intent via Electronic Message, and also agree that the Electronic Message exchanged under this Agreement shall have the same validity as that of written documents, unless otherwise provided by laws.

23. Termination by You

- A. Unless otherwise provided in this Agreement, you may terminate this Agreement at any time provided that you collaborate with HSBC on relevant termination procedures in person, in writing, or in other manners as agreed upon by both parties.
- B. This Agreement shall be terminated simultaneously with the termination of the Terms & Conditions for Accounts and Services of HSBC General, Premier and Advance, if any.

24. Termination by HSBC

If HSBC wishes to terminate this Agreement, HSBC shall give you a written notice at



least thirty (30) days prior to the termination. However, if any of the following events occurs, HSBC may terminate this Agreement immediately at any time by giving written notice or notice by other agreed means:

- A. you assign your rights or obligations hereunder to any third party without HSBC's consent;
- B. where you are declared bankruptcy pursuant to the Bankruptcy Act or apply for proceeding settlement or liquidation procedures pursuant to the Statute of Consumers Debt Clearance Act;
- C. You breach any of Articles 17 to 19 of this Agreement; and/or
- D. You breach any other provision of this Agreement, and fail to ratify such breach after receiving notice of requesting rectification within a specified time limit.

25. Amendments to or Addition/Deletion of this Agreement

HSBC shall announce the amendments to this Agreement in a conspicuous place on the HSBC website, or notify you of the amendments in writing or via email. Your failure to indicate disagreement about such amendment within 7 days upon receipt of the notice shall constitute your acknowledgement of such amendment.

Notwithstanding, the following changes shall be announced in a conspicuous place on the HSBC website 60 days prior to the effective date of the changes, or notified to you in writing or via email, with clearly and notably wording stating the changes, the new and old provisions, and shall advise you that you may indicate your disagreement about the changes prior to effective date of the changes and your failure to do that shall constitute your acknowledgment of the change. Where you disagree about the change, you shall notify HSBC to terminate this Agreement within the time limit specified in the preceding paragraph, and collaborate with HSBC to complete the termination procedures:

- A. Changes of the required manner in which HSBC or you notify the other party of any third party's misuse or misappropriation of the user name and password, or any other unauthorized access;
- B. Other particulars as prescribed by the competent authority.

26. Delivery of Documents

Where HSBC is required to send you a written notice, you agree that the notice shall



be served to the address specified in your application form for opening an account with HSBC. You shall notify HSBC of any change of your address in writing or in any other manner as agreed immediately, and you agree that the subsequent delivery shall be to the changed address. Where you fail to notify HSBC as above mentioned, HSBC will serve the documents to the address specified in your application form for opening an account or the latest address notified to HSBC. The notice sent by HSBC to you shall be deemed served legally upon expiration of the general mailing period.

27. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the R.O.C. and normal banking practice. The parties hereto agree that Taipei District Court shall be the court of first instance for any disputes or litigation arising with respect to this Agreement. However, it shall not be excluded the submission of the jurisdiction to the courts for small claims under Article 47 of the Consumer Protection Law and Article 436-9 of the Code of Civil Procedure.

28. Headings

The headings used in this Agreement are for reference purposes only and shall not affect the interpretation, explanation or understanding of this Agreement.

29. Translations and Keeping of this Agreement

- A. This Agreement is executed in both English and Chinese. Please note that any discrepancy between the English and the Chinese versions, the Chinese version shall prevail.
- B. You may access the HSBC website to print this agreement and keep a copy; however, the edition shown on the website shall be the final version.

30. Miscellaneous

Any matters which are not provided in this Agreement shall be governed by relevant laws and regulations, general banking practice, the Terms & Conditions for Accounts and Services of HSBC General, Premier and Advance, and other relevant agreements.

Should you require further assistance regarding using the Service, please call HSBC (Taiwan) 24-hour Customer Service Hotline: (02)6616-6000. Any feedback or suggestion, please contact us via the customer comment/compliant procedure.



Before using this app, you should review Service Agreement and the permissions that this app will require (more detail please see <https://hsbc.mobi/>)

By clicking "Accept", it meant you agree to these terms of Service Agreement, our Privacy Policy and the Cookie Policy. You also can click "I don't accept" to decline HSBC Taiwan app that provided by HSBC Bank (Taiwan) Limited.