

Terms and conditions for HSBC MPF member services

1. Services

The Hongkong and Shanghai Banking Corporation Limited ('HSBC') shall provide to customers (each a 'Customer') the MPF Member Services (the 'Services') subject to these Terms and Conditions and the HSBC's General Disclaimer and Internet Privacy Statement.

HSBC has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation:

- expanding, modifying, reducing or suspending the Services at any time;
- imposing and varying any restrictions on the use of the Services; and/or
- prescribing and changing the normal service hours during which the Services are available and changing the cut-off time for any part of the Services.

2. Username, Password and Security Code

- HSBC may, in its sole discretion require a Customer to use a Security Code (a one-time password generated by the 'Security Device') to access the Services in the event of which it is the sole responsibility of the Customer to apply to HSBC for a 'Security Device' (an electronic device used to generate the Security Code) or a replacement if a 'Security Device' has previously been issued but is subsequently lost or has failed to function as intended.
- The Customer shall keep the MPF membership number, the MPF phone PIN, any HSBC Internet Banking Username ('Username') and the password ('Password') and/or other credentials HSBC may prescribe ('Credentials', and each MPF membership number, MPF phone PIN, Username, Password, Credentials and Security Code shall herein be referred to as an 'Identifier' and collectively 'Identifiers') strictly confidential and shall advise HSBC immediately of any loss of the Identifier or if the Identifier has become known by any unauthorised person.
- The Customer shall be fully responsible for any accidental or unauthorised disclosure of any Identifier to any other person and shall bear the risks of any Identifier and/or the Security Device being used by unauthorised persons or for unauthorised purposes.

3. Customer's Instructions

- Instructions given by the Customer in connection with the Services (the 'Instructions') shall not be considered to be received by HSBC until HSBC has actually received them but once received shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. HSBC shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Identifiers provided or submitted.
- Instructions will be processed as soon as possible after receipt by HSBC but HSBC shall not be liable for any delay in processing any Instruction. Instructions will be processed by reference to the Customer MPF account information and fund unit prices (the 'MPF Information') current at the time of processing.
- Any Instruction received after the cut-off time as notified by HSBC to the Customer from time to time shall be treated as if received the next following working day. Any Instruction submitted on a holiday shall be treated as having been submitted the next working day after the holiday.

4. Fees

HSBC reserves the right to charge fees in relation to the use and/or termination of the Services including, without limitation, to impose a charge for its provision of the 'Security Device', and to revise such fees.

5. Customer Undertakings and Responsibilities

- The Customer authorises HSBC to disclose and transfer to any person, including any government or regulatory authority in any jurisdiction, all information relating to the Customer if required by any law, regulation, court order or any government or regulatory authority in any jurisdiction.
- The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the online Service or any software comprised in it.
- The Customer acknowledges that the Customer shall have and acquire no right, title or interest in the system providing the online Service or in any related software or materials other than the right to access the Services subject to these Terms and Conditions. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.

6. MPF Information

HSBC shall use its best efforts to update the MPF Information regularly and in accordance with the arrangements as notified by HSBC to the Customer from time to time but shall not be liable for any consequences as a result of any delay in making available the current information. MPF Information available from the Services shall be for reference only and is not binding and HSBC's records of the MPF Information shall be conclusive.

7. Liabilities and Responsibilities of HSBC

- HSBC shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of any delay in acting on any Instruction or for any inability to act as a result of any Instruction being unclear or incomplete or the Customer having failed to submit an Instruction by the cut-off time specified by HSBC from time to time.
- HSBC will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to HSBC from time to time.
- HSBC does not warrant or represent that the Services are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- HSBC will make all reasonable efforts to ensure that the 'Security Device' provided to the Customer will perform as necessary to permit access to the Services as and when required. The Customer must notify HSBC immediately if any 'Security Device' fails to function correctly and the only obligations that HSBC has in respect of such 'Security Device' is to replace the same with a new 'Security Device' at no cost to the Customer but only:
 - upon the defective 'Security Device' being returned to HSBC within 90 days of its date of issue and
 - if HSBC is satisfied that there is no default or negligence on the part of the Customer which results in or contributes to the 'Security Device's' failure to function correctly. Other than as specified in this Clause 7(d), HSBC shall have no other liability in relation to this 'Security Device' including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any 'Security Device'. In addition, HSBC cannot be held liable for any loss or damages incurred or suffered by the Customer arising from the Customer's failure to safe-keep and/or use the 'Security Device' in accordance with HSBC's instructions and recommendations.
- Unless due to the gross negligence or wilful default of HSBC or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount which HSBC is able to recover under any contract with any provider of the Services (whichever is less), HSBC does not assume any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:
 - use of the Services (including, without limitation, the use of the 'Security Device') and/or access to the MPF Information as a result of such use by the Customer or any other person whether or not authorised;
 - any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the 'Security Device'), in transmitting instructions or information relating to the Services or in connecting with the online Service caused by any acts, omissions or circumstances beyond the reasonable control of HSBC including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
 - transmission and/or storage of any information and/or data relating to the Customer, the Services and/or transactions or dealings conducted by the Customer pursuant to the Services through or in any system, equipment or instrument of any communication network provider.
- In no event shall HSBC be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

8. Amendments

HSBC may revise these Terms and Conditions and/or introduce additional terms and conditions at any time on notice to the Customer by posting it online or by display, advertisement or other means as HSBC thinks fit, and such revision or amendment shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date of variation.

9. Law

The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

10. Third Party Rights

No person other than Customer and HSBC 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. Governing Version

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and the Chinese version.