

HSBC GPB Chat Terms (for TFS)

Use of messaging service (“HSBC GPB Chat”)

As a user of HSBC GPB Chat in relation to one or more Accounts (as defined in the TFS GT&C (defined below)), you hereby agree that:

- ◆ HSBC GPB Chat involves the use of Symphony, a third party platform which enables encrypted communication within the third-party messaging apps such as WeChat and WhatsApp.
- ◆ any Communication made by you with the directors, officers or employees of any one or more of HSBC Trustee (Hong Kong) Limited, HSBC Trustee (Singapore) Limited, HSBC Trustee (C.I.) Limited and HSBC International Trustee Limited (including its branches in Singapore and Jersey) (collectively and individually, “**TFS**”) using HSBC GPB Chat will be construed as “**Communication**” as defined under TFS’ Trust and Fiduciary Services Global terms and conditions (together with any applicable Supplemental Conditions, the “**TFS GT&C**”); and
- ◆ your Communication with TFS using HSBC GPB Chat will at all times be subject to these HSBC GPB Chat terms and the TFS GT&C (a copy of which is available at <https://www.hsbcprivatebank.com/en/terms-and-conditions-hksg>). Capitalized words and phrases used in these terms shall have the same meaning ascribed to them in the TFS GT&C unless otherwise defined.

By continuing to utilize HSBC GPB Chat you confirm that you have requested and hereby authorize that TFS accept instructions from you made via HSBC GPB Chat.

In requesting that TFS accept instructions from you made through HSBC GPB Chat, you further acknowledge and agree the following:

- A. TFS is not obliged to act upon any such instruction.
- B. A communication may not be acted upon until actually received and acknowledged by TFS.
- C. Where TFS receives a Communication after business hours or on a day which is not a Business Day, such instruction may only be acted upon on or after the next Business Day. For the purposes of this paragraph C, “Business Day” means in relation TFS in a particular location a day (other than a Saturday or a Sunday) on which banks are open for general business in that location.
- D. Communication through a third-party messaging app can involve substantial risks including, but not limited to:
 - ◆ Potential loss of confidential information;
 - ◆ Sending a Communication to a person not authorized to receive the same;
 - ◆ Interception and/or hacking of a Communication;
 - ◆ The manipulation of contents and/or the sender’s phone number or other details;
 - ◆ Non-original signatures in a Communication may be forged; and
 - ◆ The loss of data or damage to hardware may be caused by viruses, bugs and/or other harmful or malicious script or software.
- E. You are fully responsible for all loss or damage sustained or incurred in connection with the operation of any Account by any Communication made through a third-party messaging app (whether through HSBC GPB Chat or otherwise) in lieu of TFS receiving original signed documents and/or instructions given by any other agreed method.
- F. Client Information will be shared in accordance with the TFS GT&C and relevant Privacy Notices, and may include sharing with parties through which HSBC GPB Chat is provided. Such service providers may include Symphony Communication Services LLC, Tencent Holdings Limited (WeChat) and WhatsApp LLC and their related companies. Please refer to the terms published by each service provider for details on how such service providers may access and/or process your information.

You hereby consent to the processing of your Client Information as outlined in these HSBC GPB Chat terms and in particular in this paragraph F.
- G. TFS is entitled to accept and act upon any Communication of any nature believed by TFS to be genuine and purporting to be signed, given or issued by you in accordance with the authorizations in these HSBC GPB Chat terms or the TFS GT&C. Upon your request, TFS in one location may relay a communication to TFS in another location on your behalf and in doing so is only acting as your agent. If, in the opinion of TFS, there is any ambiguity or conflict in Communication given by you or if TFS becomes aware of any dispute in respect of any of the Accounts, TFS may (but is not obliged to) choose not to act on such Communication until the ambiguity or conflict or dispute has been resolved to TFS’ satisfaction.
- H. You will indemnify, hold TFS harmless and keep TFS indemnified from and against all actions, claims, liabilities, costs, expenses, demands, damages and losses of any nature (including legal costs):
 - ◆ brought or threatened against TFS or incurred or sustained by TFS, arising out of any action or omission taken or made by TFS in reliance upon or in connection with any communication, where you have requested TFS to accept a Communication made by that method except for direct and reasonably foreseeable loss or damage resulting from the fraud, gross negligence or wilful default of TFS or its directors, officers or employees acting in the ordinary course of their office or employment (as appropriate);
 - ◆ incurred or suffered by you as a result of or otherwise arising out of the collections, storage and/or processing of your data by parties through which HSBC GPB Chat is provided, including without limitation as referred to in paragraph F above.
- I. In the event of any conflict between the TFS GT&C and these HSBC GPB Chat terms the latter shall prevail.

If you do not agree with any of the terms set out above, please notify your Trust Relationship Manager and do not continue to use HSBC GPB Chat.

Important Notices

When utilising HSBC GPB Chat you may receive messages from TFS originating from the following phone numbers:

1. +852 2899 6058
2. +852 2899 6075
3. +852 2899 6023
4. +852 2899 6095
5. +852 2899 8777
6. +852 2899 6485
7. +852 2899 8564
8. +852 2899 8598
9. +852 2899 6488
0. +852 2899 6489

Disclaimers

Regulatory statements

'Trust and Fiduciary Services' is the marketing name for HSBC International Trustee Limited and its affiliates.

In Jersey, HSBC Trustee (C.I.) Limited and HSBC International Trustee Limited, Jersey Branch are regulated for Trust Company Business by the Jersey Financial Services Commission. HSBC Trustee (C.I.) Limited is a Jersey registered company. Registration Number: 2535. Registered Office: HSBC House, Esplanade, St Helier, Jersey, JE1 1GT, Channel Islands.

In Hong Kong, HSBC Trustee (Hong Kong) Limited is registered as a trust company under the Trustee Ordinance of Hong Kong and is a non-bank member of the HSBC Group.

In Singapore, HSBC Trustee (Singapore) Limited (Reg No. 194600098Z) and HSBC International Trustee Limited, Singapore Branch (Reg No. F03767D) are holders of trust business licences issued by the Monetary Authority of Singapore.

HSBC International Trustee Limited and its affiliates also provide fiduciary services in the British Virgin Islands. These entities are regulated to the extent that their local jurisdictions require. HSBC International Trustee Limited's registered office is Craigmuir Chambers, PO Box 71, Road Town, Tortola VG1110, British Virgin Islands being the office of the registered agent.

Cross border considerations

Where your location of residence differs from that of the TFS office or branch where one or more of the Accounts are administered, please note the following Disclaimers.

Communication via HSBC GPB Chat is made following your specific request without any prior solicitation with respect to the information provided in the Communication. Any Communication via HSBC GPB Chat is with you for your information only and is not intended to be distributed to the general public in your country of residence.

You note, acknowledge and understand that TFS may not be licensed under the laws of your country of residence and if so is, therefore, not subject to supervision or regulation by the local regulator in your country of residence. None of TFS' products and services may have been approved or registered with the local regulator.

The information contained in or in connection with any Communication via HSBC GPB Chat does not, and is not intended to constitute or form a part of any offer, invitation to offer or solicitation to subscribe, purchase or sell any security or other investment products or investment services. Such information also does not constitute an invitation to enter into a transaction and for the avoidance of doubt, any information or documents provided in connection hereto shall not be construed as such.

Unless otherwise expressly indicated, no Communication via HSBC GPB Chat is intended to provide and should not be relied upon for tax, legal or accounting advice. You should consult your tax, legal, accounting or other advisers (as appropriate) about the content discussed and assess the relevant terms contained in any such Communication. You should make your own research of the relevant terms in the material and it is up to you to make a decision whether to act upon the material or not.

滙豐環球私銀通訊條款(滙豐信託適用)

使用即時通訊服務(「滙豐環球私銀通訊」)

作為一個或多個戶口(定義見滙豐信託環球條款及細則(定義見下文)的滙豐環球私銀通訊用戶，您謹此同意：

- ◆ 為了在微信及WhatsApp等第三方通訊應用程式中啟用加密訊息，滙豐環球私銀通訊需要使用第三方平台幸福尼(Symphony)。
- ◆ 您使用滙豐環球私銀通訊與HSBC Trustee (Hong Kong) Limited、HSBC Trustee (Singapore) Limited、HSBC Trustee (C.I.) Limited及HSBC International Trustee Limited(包括其新加坡及澤西島分行)(統稱及各稱「滙豐信託」)中任何一間或多間公司的董事、高級職員或僱員進行的任何通訊將被解釋為滙豐信託的滙豐信託環球條款及細則(連同任何適用的補充條件統稱「滙豐信託環球條款及細則」)所界定的「通訊」；及
- ◆ 您使用滙豐環球私銀通訊與滙豐信託通訊將須時刻遵守這些滙豐環球私銀通訊條款以及滙豐信託環球條款及細則(其文本可於<https://www.hsbcprivatebank.com/en/terms-and-conditions-hksg>查閱)。除非另有界定，否則這些條款所使用的詞語及短語具有與滙豐信託環球條款及細則所賦予者相同的涵義。

繼續使用滙豐環球私銀通訊，即表示您確認已要求並謹此授權滙豐信託接受您透過滙豐環球私銀通訊發出的指示。在要求滙豐信託接受您透過滙豐環球私銀通訊發出的指示時，您進一步承認及同意以下各項：

- A. 滙豐信託無須一定執行任何有關指示。
- B. 通訊只有在滙豐信託實際收到並確認通訊後方會採取行動。
- C. 如滙豐信託在營業時間後或並非營業日的日子收到通訊，則該指示只會在下一個營業日或之後執行。就本C段而言，「營業日」指就於某特定地點的滙豐信託而言，該地點的銀行開門進行一般業務的日子(星期六或星期日除外)。
- D. 透過第三方通訊應用程式進行通訊可涉及重大風險，包括但不限於：
 - ◆ 可能洩露機密信息；
 - ◆ 通訊被傳送給未獲授權接收通訊的人士；
 - ◆ 您的通訊遭攔截及／或入侵；
 - ◆ 內容及／或發送人的電話號碼或其他資料遭操控；
 - ◆ 任何通訊中的非原始簽署均有可能是偽冒的；及
 - ◆ 病毒、程式錯誤及／或其他有害或惡意程式或軟件可能引致資料遺失或硬件損壞。
- E. 對於因透過第三方通訊應用程式(不論透過滙豐環球私銀通訊或其他應用程式)而非經由滙豐信託收取經簽署的文件正本進行通訊及／或以任何其他方法給予的指示來操作任何戶口而蒙受或招致的一切損失或損害，您須承擔全部責任。
- F. 客戶資料將根據滙豐信託環球條款及細則與相關私隱通知進行共享，並可包括與透過其提供滙豐環球私銀通訊的各方共享。該等服務供應商可包括幸福尼科技有限公司(Symphony Communication Services LLC)、騰訊控股有限公司(WeChat)和WhatsApp LLC及其關聯公司。請參閱各服務供應商所發佈的條款，以了解該等服務供應商如何存取及／或處理您的資料。
您謹此同意按照這些滙豐環球私銀通訊條款(特別是本F段)所概述來處理您的客戶資料。
- G. 滙豐信託有權根據這些滙豐環球私銀通訊條款或滙豐信託環球條款及細則的授權，接受滙豐信託認為是真實並聲稱由您簽署、作出或發出的任何性質的任何通訊並採取行動。根據您的要求，於某一地點的滙豐信託可代您將通訊轉達給於另一地點的滙豐信託，並僅以您的代理之身分將通訊轉達。如滙豐信託認為您所作的通訊存在任何歧義或衝突，或如滙豐信託知悉任何戶口存在任何爭議，滙豐信託可(但無須一定)選擇不對有關通訊採取行動，直至歧義或衝突或爭議以滙豐信託滿意的方式得以解決為止。
- H. 您將就下列任何性質的一切訴訟、申索、責任、費用、開支、索求、損害賠償及損失(包括法律費用)作出彌償，使滙豐信託免受損失並使滙豐信託持續得到彌償：
 - ◆ 滙豐信託因依賴任何通訊而採取或作出任何作為或不作為所引致或與任何通訊有關而針對或威脅滙豐信託或滙豐信託招致或承受者，且您已要求滙豐信託接受透過該方法作出的通訊，但滙豐信託或其董事、高級職員或僱員於其正常辦公或受僱過程中所作的欺詐、重大疏忽或故意失責(視何者適用而定)所導致的直接及合理可預見的損失或損害則除外；
 - ◆ 透過其提供滙豐環球私銀通訊的各方(包括但不限於上文F段所述者)收集、儲存及／或處理您的資料所導致或引致您招致或蒙受者。
- I. 如滙豐信託環球條款及細則與這些滙豐環球私銀通訊條款之間有任何衝突，概以後者為準。

如您不同意上文所載任何條款，請通知您的信託客戶關係經理，並停止使用滙豐環球私銀通訊。

重要提示

使用滙豐環球私銀通訊時，您可能會收到來自滙豐信託以下電話號碼的訊息：

1. +852 2899 6058
2. +852 2899 6075
3. +852 2899 6023
4. +852 2899 6095
5. +852 2899 8777
6. +852 2899 6485
7. +852 2899 8564
8. +852 2899 8598
9. +852 2899 6488
0. +852 2899 6489

免責聲明

監管聲明

「滙豐信託」是HSBC International Trustee Limited及其聯屬公司市場推廣之用的名稱。

於澤西島，HSBC Trustee (C.I.) Limited及HSBC International Trustee Limited澤西島分行之信託公司業務(Trust Company Business)受澤西島金融服務委員會(Jersey Financial Services Commission)監管。HSBC Trustee (C.I.) Limited根據2009年基金會(澤西島)法(Foundations (Jersey) Law 2009)領有牌照以提供服務。註冊編號：2535。註冊辦事處：HSBC House, Esplanade, St Helier, Jersey, JE1 1GT, Channel Islands。

於香港，HSBC Trustee (Hong Kong) Limited根據香港《受託人條例》註冊為信託公司，是滙豐集團的非銀行成員。

於新加坡，HSBC Trustee (Singapore) Limited (註冊編號194600098Z)及HSBC International Trustee Limited新加坡分行(註冊編號F03767D)均為由新加坡金融管理局發出的信託業務牌照的持有人。

HSBC International Trustee Limited及其聯屬公司亦於英屬處女群島提供受信服務。這些實體在當地司法管轄區所規定的範圍內受到監管。HSBC International Trustee Limited的註冊辦事處為Craigmuir Chambers, PO Box 71, Road Town, Tortola VG1110, British Virgin Islands，即註冊代理的辦事處。

跨境考慮

如果您的居住地與管理一個或多個戶口的滙豐信託辦事處或分行的居住地不同，請注意以下免責聲明。

透過滙豐環球私銀通訊進行的通訊是根據您的特定要求作出，事前並無就通訊所提供的資料進行任何招攬。透過滙豐環球私銀通訊進行的任何通信僅供您參考，不擬於您的居住國家／地區向公眾發佈。

您知悉、承認並明白滙豐信託可能未根據您的居住國家／地區的法律領有牌照，如是者則不受您的居住國家／地區的本地監管機構監督或監管。滙豐信託的產品及服務可能概無獲當地監管機構批准或向其註冊。

透過滙豐環球私銀通訊進行的任何通訊所包含或與其相關的資料並不亦不擬構成任何要約、邀請要約或招攬認購、購買或出售任何證券或其他投資產品或投資服務或作為其中一部分。有關資料亦不構成進行交易的邀請，為免生疑問，與此相關的任何資料或文件均不應被如此解釋。

除非另有明確指明，否則透過滙豐環球私銀通訊進行的通訊概不旨在提供稅務、法律或會計建議亦不應如此加以依賴。您應就任何有關通訊所討論的內容諮詢您的稅務、法律、會計或其他顧問(視何者適用而定)，並評估該通訊所包含的相關條款。您應自行研究材料的相關條款，並自行決定是否對材料採取行動。

汇丰环球私银通讯条款(汇丰信托适用)

使用即时通讯服务(“汇丰环球私银通讯”)

作为一个或多个账户(定义见汇丰信托环球条款及细则(定义见下文))的汇丰环球私银通讯用户, 您谨此同意:

- ◆ 为了在微信及WhatsApp等第三方通信应用程序中启用加密信息, 汇丰环球私银通讯需要使用第三方平台幸福尼(Symphony)。
- ◆ 您使用汇丰环球私银通讯与HSBC Trustee (Hong Kong) Limited、HSBC Trustee (Singapore) Limited、HSBC Trustee (C.I.) Limited及HSBC International Trustee Limited(包括其新加坡及泽西岛分行)(统称及各称“**汇丰信托**”)中任何一间或多间公司的董事、高级职员或雇员进行的任何通信将被解释为汇丰信托的汇丰信托环球条款及细则(连同任何适用的补充条件统称“**汇丰信托环球条款及细则**”)所界定的“**通信**”; 及
- ◆ 您使用汇丰环球私银通讯与汇丰信托通信将须时刻遵守这些汇丰环球私银通讯条款以及汇丰信托环球条款及细则(其文本可于<https://www.hsbcprivatebank.com/en/terms-and-conditions-hksg>查阅)。除非另有界定, 否则这些条款所使用的词语及短语具有与汇丰信托环球条款及细则所赋予者相同的涵义。

继续使用汇丰环球私银通讯, 即表示您确认已要求并谨此授权汇丰信托接受您通过汇丰环球私银通讯发出的指示。在要求汇丰信托接受您通过汇丰环球私银通讯发出的指示时, 您进一步承认及同意以下各项:

- A. 汇丰信托无须一定执行任何有关指示。
- B. 通信只有在汇丰信托实际收到并确认通讯后方会采取行动。
- C. 如汇丰信托在营业时间后或非营业日的日子收到通信, 则该指示只会在下一个营业日或之后执行。就本C段而言, “营业日”指就于某特定地点的汇丰信托而言, 该地点的银行开门进行一般业务的日子(星期六或星期日除外)。
- D. 通过第三方通信应用程序进行通信可涉及重大风险, 包括但不限于:
 - ◆ 可能泄露机密信息;
 - ◆ 通信被传送给未获授权接收通信的人士;
 - ◆ 您的通信遭拦截及 或入侵;
 - ◆ 内容及 或发送人的电话号码或其他资料遭操控;
 - ◆ 任何通信中的非原始签署均有可能是伪造的; 及
 - ◆ 病毒、程式错误及 或其他有害或恶意程式或软件可能引致资料遗失或硬件损坏。
- E. 对于因通过第三方通信应用程序(不论通过汇丰环球私银通讯或其他应用程序)而非经由汇丰信托收取经签署的文件正本进行通信及或以任何其他方法给予的指示来操作任何账户而蒙受或招致的一切损失或损害, 您须承担全部责任。
- F. 客户资料将根据汇丰信托环球条款及细则与相关私隐通知进行共享, 并可包括与通过其提供汇丰环球私银通讯的各方共享。该等服务供应商可包括幸福尼科技有限公司(Symphony Communication Services LLC)、腾讯控股有限公司(WeChat)和WhatsApp LLC及其关联公司。请参阅各服务供应商所发布的条款, 以了解该等服务供应商如何存取及或处理您的资料。
您谨此同意按照这些汇丰环球私银通讯条款(特别是本F段)所概述来处理您的客户资料。
- G. 汇丰信托有权根据这些汇丰环球私银通讯条款或汇丰信托环球条款及细则的授权, 接受汇丰信托认为是真实并声称由您签署、作出或发出的任何性质的任何通信并采取行动。根据您的要求, 于某一地点的汇丰信托可代您将通信转达给于另一地点的汇丰信托, 并仅以您的代理之身分将通信转达。如汇丰信托认为您所作的通信存在任何歧义或冲突, 或如汇丰信托知悉任何账户存在任何争议, 汇丰信托可(但无须一定)选择不有关通信采取行动, 直至歧义或冲突或争议以汇丰信托满意的方式得以解决为止。
- H. 您将就下列任何性质的一切诉讼、申索、责任、费用、开支、索求、损害赔偿及损失(包括法律费用)作出弥偿, 使汇丰信托免受损失并使汇丰信托持续得到弥偿:
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 - ◆ 通过其提供汇丰环球私银通讯的各方(包括但不限于上文F段所述者)收集、储存及/或处理您的资料所导致或引致您招致或蒙受者。
- I. 如汇丰信托环球条款及细则与这些汇丰环球私银通讯条款之间有任何冲突, 概以后者为准。

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重要提示

使用汇丰环球私银通讯时，您可能会收到来自汇丰信托以下电话号码的信息：

1. +852 2899 6058
2. +852 2899 6075
3. +852 2899 6023
4. +852 2899 6095
5. +852 2899 8777
6. +852 2899 6485
7. +852 2899 8564
8. +852 2899 8598
9. +852 2899 6488
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监管声明

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于香港，HSBC Trustee (Hong Kong) Limited根据香港《受托人条例》注册为信托公司，是汇丰集团的非银行成员。

于新加坡，HSBC Trustee (Singapore) Limited (注册编号194600098Z)及HSBC International Trustee Limited新加坡分行(注册编号F03767D)均为由新加坡金融管理局发出的信托业务牌照的持有人。

HSBC International Trustee Limited及其附属公司亦于英属处女群岛提供受信服务。这些实体在当地司法管辖区所规定的范围内受到监管。HSBC International Trustee Limited的注册办事处为Craigmuir Chambers, PO Box 71, Road Town, Tortola VG1110, British Virgin Islands，即注册代理的办事处。

跨境考虑

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