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滙豐(台灣)信用卡網路服務暨行動服務約定書

本約定條款適用之立約人為滙豐(台灣)商業銀行股份有限公司（以下簡稱滙豐或本行）之所有信用卡正卡及附卡持卡人及透過本行線上申請服務申請信用卡之申請人，立約人使用滙豐(台灣)信用卡網路服務/行動服務系統（以下簡稱本服務）之相關申請、查詢、服務指示或交易指示項目時，視同接受本約定條款。

一、銀行資訊

銀行名稱：滙豐(台灣)商業銀行股份有限公司

申訴及客服專線：02-66166000

網址：www.hsbc.com.tw

地址：110 台北市信義區信義路五段 7 號 54 樓

傳真號碼：02-66363222

銀行電子信箱：customervocetwm@hsbc.com.tw

二、本約定書適用範圍

1. 本約定書係信用卡網路服務/行動服務系統之一般性共同約定，除個別契約另有約定外，悉依本約定書之約定。
2. 個別契約不得牴觸本約定書。但個別契約對立約人之保護更有利者，從其約定。
3. 本約定書條款如有疑義時，應為有利於消費者之解釋。

三、名詞定義

1. 「信用卡網路服務/行動服務」：指立約人所使用的電腦或行動裝置經由網路與滙豐電腦連線，無須親赴滙豐櫃台，即可直接申請滙豐信用卡或取得滙豐所提供之信用卡相關服務。
2. 「電子文件」：滙豐或立約人經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
3. 「生物辨識」：係指利用立約人所持有之行動裝置內建的指紋辨識或臉部辨識功能，於立約人登錄信用卡行動服務應用程式時對立約人進行身分驗證之方式。

四、信用卡網路服務/行動服務的確認

1. 立約人使用本服務前，請先確認滙豐正確的網址或正確下載及安裝滙豐行動服務應用程式，才使用本服務；如有疑問，請撥打滙豐(台灣)信用卡

客服中心 02-6616-6000 詢問。

2. 滙豐應以一般民眾得認知之方式，告知立約人網路服務/行動服務應用環境之風險。
3. 滙豐應盡善良管理人的注意義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造滙豐之網頁，以避免立約人的權益受損。

五、啟用手續、使用限制與服務項目

1. 立約人申請本服務之條件必須為滙豐信用卡之客戶，立約人應先完成註冊信用卡網路服務或行動服務，即可使用本服務。
2. 立約人如欲透過行動裝置使用信用卡行動服務者，須先行下載及安裝信用卡行動服務應用程式至立約人的行動裝置內(手機或平板電腦)，並且使用立約人之信用卡網路/行動服務的使用者名稱和密碼及 6 位數一次性動態認證碼完成首次綁定登入
3. 如立約人已透過電腦或行動裝置登入信用卡網路服務/行動服務，而再以其其他電腦或行動裝置(手機或平板電腦)登入信用卡網路服務/行動服務時，原先已登入之信用卡網路服務/行動服務將被強制登出。
4. 若因滙豐電腦系統暫停或其他原因，致無法進行其他交易服務，立約人同意滙豐得暫停提供信用卡網路服務/行動服務之各項服務，並同意自行改以其他方式處理相關交易服務事宜。
5. 立約人同意本服務提供之服務項目，以滙豐網頁及信用卡行動服務上所提供之服務項目為準，滙豐應確保該訊息之正確性，對立約人所負之義務不得低於網站之內容。

六、連線使用的網路

1. 立約人與滙豐同意使用網路進行電子文件傳送及接收。
2. 立約人與滙豐應分別就網路使用的各項權利義務關係與各自的網路業者簽訂網路服務契約，並各自負擔網路使用的費用。

七、電子文件的接收與回應

1. 滙豐接收經滙豐及立約人同意用以辨識身分的電子文件後，除查詢之事項外，滙豐應提供該交易電子文件中重要資訊之網頁供立約人再次確認後，即時進行檢核及處理，並將檢核及處理結果以電子文件或電話通知立約人。
2. 滙豐或立約人接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送過。但滙豐可確定立約人身分時，應立即將內容無法辨識之事實，以電子文件或電話通知立約人。

八、電子文件的不執行

1. 如經研判有下列情形，滙豐可不執行任何接收之電子文件，或於下列情形消滅前暫停執行：
 - (1) 滙豐得知或合理懷疑立約人有違反網路安全行為，或立約人使用本服務時有任何可疑情況；
 - (2) 滙豐有具體理由懷疑電子文件的真實性或所指定事項的正確性者。
 - (3) 滙豐若依據電子文件處理，將違反相關法令規定者。
 - (4) 滙豐因立約人之原因而無法於帳戶扣取立約人所應支付的費用者。
2. 滙豐若不執行或暫停執行以上電子文件，將儘速依據立約人留存的連絡方式，同時將不執行或暫停執行的理由及情形以電子文件或電話通知立約人，立約人受通知後可以電話向滙豐確認。

九、電子文件交換作業時限

1. 電子文件係由滙豐電腦自動處理，立約人發出的電子文件經立約人依滙豐提供之再確認機制確定其內容正確性後，傳送至滙豐後即不得撤回。但未到期之預約交易在滙豐規定之期限內，得撤回、修改。
2. 若電子文件經由網路傳送至滙豐後，於滙豐電腦自動處理中已逾滙豐處理時間或其他不可抗力之因素而無法於當天完成交易時，該筆交易將自動改於次一工作日處理或依其他約定方式處理。

十、費用

1. 立約人同意自使用本服務之日起，依約定收費標準繳納服務費、手續費及郵電費，並列帳於立約人之信用卡帳單或以其他方式繳納；如未記載者，滙豐不得收取，惟信用卡約定條款及其他另有約定者，不在此限。
2. 前款收費標準於訂約後如有調整者，滙豐應於銀行網站之明顯處公告其內容，並以電子文件或電話通知立約人調整之內容。
3. 第二款之調整如係調高者，滙豐應於網頁上提供立約人表達是否同意費用調高之選項。立約人未於調整生效日前表示同意者，滙豐將於調整生效日起暫停立約人使用網路銀行一部或全部之服務。立約人於調整生效日後，同意費用調整者，滙豐應立即恢復本約定書相關服務。
4. 前款調高費用之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

十一、立約人之軟硬體安裝與風險

1. 立約人申請使用本約定書之服務項目，應自行安裝所需的電腦軟體、硬體，以及其他與安全相關的設備。安裝所需的費用及風險，由立約人自行負擔。
2. 前項軟硬體設備及相關文件如由滙豐所提供，滙豐僅同意立約人於約定服務範圍內使用，不得將其轉讓、轉借或以任何方式交付第三人。滙豐

並應於網站及所提供軟硬體之包裝上載明進行本服務之最低軟硬體需求，且負擔所提供軟硬體之風險。

3. 立約人應於本約定書終止時，立即返還滙豐所提供的設備及相關文件。

十二、連線與責任

1. 若立約人與滙豐有特別約定，於連線前應先經測試，則立約人必須與滙豐經過必要的測試後才可連線。
2. 立約人對使用本服務所需之身分證字號、使用者名稱、密碼、憑證、簡訊密碼、約定接收簡訊密碼之行動電話、行動電話號碼之 SIM 卡之軟硬體及其他足以識別身分之工具，應負保管之責。滙豐對立約人輸入身分證字號、密碼使用本服務系統之各項服務，均認定係立約人所為之有效指示；故同一時間內，系統只允許一人使用本服務系統。若同一時間有二人以上以同歸戶名義使用本服務系統，系統將自動登出第一個連線。
3. 立約人輸入密碼或生物辨識連續錯誤達五次時，滙豐電腦即自動停止立約人登入本服務；如擬恢復使用，需由立約人本人透過本服務重設密碼流程，或親自電洽滙豐信用卡服務中心(02)6616-6000 並配合服務專員為後續處理。
4. 立約人使用本服務，若未登出即離開或超過十分鐘未執行任何指令時，滙豐將自動將立約人自系統登出，以避免瀏覽器為第三人所使用。如仍有使用之需要，立約人須重新登入本服務系統。
5. 滙豐認定憑正確身分驗證資料申請本服務之立約人均為立約人本人或其授權之人。信用卡網路服務/行動服務使用者名稱經設定後不得變更
6. 滙豐得執行任何使用正確密碼所為之指示，而不須對該密碼是否親由本人或被授權人使用負任何責任。倘因他人詐欺或經授權而使用密碼所導致立約人之損失，滙豐不負任何責任；惟滙豐對資訊系統之控管有未盡善良管理人注意義務，致密碼被冒用或盜用所發生之損害，應由滙豐負責。
7. 若因電腦系統暫停而無法辦理或查詢資料時，立約人可由其他方式如：信用卡服務中心專員、電腦語音查詢、或親臨滙豐辦理所需之服務。
8. 立約人於滙豐之各項個人或交易相關資料，以本行提供之書面帳單為準。本信用卡網路服務/行動服務所示之各項立約人相關資料，僅供立約人作為參考之用。
9. 立約人不得在行動裝置設備製造商或操作系統開發公司支援的配置範圍外，於經修改的任何裝置或操作系統上使用本服務，包括已被「越獄」或「破解」的裝置。已被「越獄」或「破解」的裝置是指未經立約人的行動服務供應商及電話製造商核可而自行解除其所設限制的裝置。在已被「越獄」或「破解」的裝置上使用本服務，可能導致安控風險及/或詐欺交易。於已被「越獄」或「破解」的裝置下載及使用本服務，立約人

須自行承擔全部風險。就立約人因而蒙受或招致的任何損失或任何其他後果，滙豐概不負責。

十三、信用卡行動服務生物辨識

1. 立約人可以於註冊時選擇是否要啟用生物辨識身分驗證功能，當立約人在信用卡行動服務應用程式啟用生物辨識身分驗證功能時，滙豐悉依立約人的行動裝置認證結果受理立約人登入信用卡行動服務，惟生物辨識憑證資訊將僅儲存於立約人的設備，信用卡行動服務僅會將憑證資訊使用於登入驗證，滙豐將不會留存立約人的臉部或指紋特徵等生物資訊，也不會收集立約人的憑證用於其他目的或提供給第三方。
2. 立約人可以使用註冊時設定的信用卡行動服務密碼或生物辨識憑證登入信用卡行動服務應用程式。
3. 生物辨識身分驗證功能僅適用於 iOS 或 Android 操作系統並支持指紋辨識或臉部辨識功能的行動裝置。如果行動裝置上的臉部或指紋識別功能已損壞或暫停使用，則生物辨識身分驗證功能將無法使用，立約人可以於註冊時設定信用卡行動服務密碼作為備用登錄方式。
4. 立約人使用生物辨識身分驗證會因為行動裝置製造商和操作系統開發公司的條款和政策而有所限制。由於行動裝置製造商和操作系統開發公司的限制條件和政策，我們不負責生物辨識身分驗證的不可用性。如立約人持有之行動裝置內建之指紋辨識或臉部辨識功能發生任何問題，應由行動裝置製造廠商或操作系統開發公司負責處理。
5. 使用生物辨識驗證功能立約人必須注意下列事項:
 - (1) 立約人必須確保立約人的行動裝置上儲存的生物辨識憑證是立約人自己的，並且不會在立約人的行動裝置上儲存任何其他人的生物辨識憑證，並且只使用自己的生物辨識憑證登錄信用卡行動服務應用程式。
 - (2) 如果立約人有雙胞胎兄弟(姐妹)，請避免使用臉部辨識來登錄信用卡行動服務應用程序。
 - (3) 如果立約人正值青春期，立約人的臉部特徵可能正處於快速成長階段，請避免使用臉部辨識登錄信用卡行動服務應用程式。
 - (4) 立約人必須確保儲存或顯示在行動裝置上的辨識憑證及資訊是安全且受到保護的。
 - (5) 如果立約人未妥善保管行動裝置和生物辨識憑證，並且未遵循我們建議立約人不定時採取的安全預防措施，或者若立約人在行動裝置或信用卡行動服務應用程式上啟用了非本人的生物辨識憑證，則立約人須對立約人帳戶裡未經正確授權的交易指示負責，且相關交易指示均將視為是立約人本人登入信用卡行動服務後所為的有效指示。

- (6) 倘立約人發現第三人冒用或盜用立約人的生物辨識憑證登入信用卡行動服務應用程式時，立約人同意立即以電話或其他滙豐同意之方式通知滙豐停止信用卡行動服務。滙豐接獲前述通知前，由第三人所為之交易指示均將視為是立約人登入信用卡行動服務後所為之有效指示，應由立約人自行負責。

十四、交易核對

1. 滙豐於每筆交易指示處理完畢後，以電子文件或雙方約定之方式通知客戶，立約人應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，以雙方約定之方式通知滙豐查明。
2. 滙豐應於每月以電子文件或其他雙方約定之方式寄送上月之交易對帳單予立約人（該月無交易時不寄）。立約人核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，以電子文件或電話通知滙豐查明。
3. 滙豐對於立約人的通知，應即進行調查，並於通知到達滙豐之日起三十日內，將調查之情形或結果以書面、電子文件、電話或其他雙方約定之方式覆知立約人。

十五、電子文件錯誤的處理

1. 立約人利用本服務，其電子文件如因不可歸責於立約人之事由而發生錯誤時，滙豐應協助立約人更正，並提供其他必要之協助。
2. 前項服務因可歸責於滙豐之原因而發生錯誤時，滙豐應於得知時，立即更正，並同時以電子文件或電話通知立約人。
3. 滙豐對因電信線路故障、第三人之行為或其他不可歸責於滙豐之事由所致之錯誤或延誤，不負任何責任。
4. 立約人利用本服務，其電子文件因可歸責於立約人之事由而發生錯誤時，倘屬立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經立約人通知滙豐，滙豐應即辦理以下事項：
 - (一) 依據相關法令提供該筆交易之明細及相關資料。
 - (二) 通知轉入行協助處理。
 - (三) 回報處理情形。

十六、電子文件的合法授權與責任

1. 立約人與滙豐應確保所傳送至對方之電子文件均經合法授權。
2. 立約人與滙豐於發現有第三人冒用或盜用使用者名稱、任一種密碼、個人資料等，或其他任何未經合法授權之情形，應立即以電子文件或電話通知他方停止使用本服務並採取防範的措施。

3. 滙豐接受前項通知前，對第三人使用該服務已發生之效力，由滙豐負責。但有下列任一情形者，不在此限：
 - (1) 滙豐能證明立約人有故意或過失。
 - (2) 滙豐依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟立約人有特殊事由（如長途旅行、住院等）致無法通知者，以該特殊事由結束日起算四十五日，但滙豐有故或過失者，不在此限。
4. 針對第二項冒用、盜用事實調查所生之鑑識費用由滙豐負擔。

十七、資訊系統安全

1. 立約人與滙豐應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或立約人的個人資料。
2. 第三人破解滙豐資訊系統之保護措施或利用資訊系統的漏洞爭議，由滙豐就該事實不存在負舉證責任。
3. 第三人入侵滙豐資訊系統對立約人所造成的損害，由滙豐負擔。

十八、保密義務與智慧財產權維護約定

1. 除其他法律規定外，滙豐應確保所交換之電子文件或因使用或執行本服務而取得立約人之資料，不洩漏予第三人，亦不可使用於與本服務無關之目的。且於經立約人同意告知第三人時，應使第三人負本條之保密義務。
2. 前項第三人如不遵守此保密義務者，視為本人義務之違反。
3. 本服務網站上之所有相關業務資料包括文字圖片等，專利權、商標、營業秘密、其他智慧財產權、所有權或其他權利，均為滙豐所有。除事先經滙豐之合法授權外，均不得擅自重製、傳輸、改作、編輯、登載或以其他任何形式基於任何目的加以使用，違反者應負所有法律責任。

十九、隱私權政策

1. 滙豐重視立約人的資料隱私，致力確保立約人的資料安全。請細閱滙豐的隱私權政策，當中解釋了滙豐收集哪些資料、如何使用、與誰共享及在何時共享該等資料，以及滙豐將採取何種措施確保資料保密、安全。
2. 立約人使用此應用程式時，滙豐將收集安裝此應用程式的裝置資料（如：裝置識別碼），以及立約人在滙豐開立的帳戶和相關交易的資料。
3. 滙豐將直接向立約人收集這些資料（如：當立約人在應用程式中輸入資料時）。滙豐使用上述資料提供應用程式內的服務，滙豐需要處理這些資料才能執行與立約人的協議。
4. 滙豐還可能出於以下目的使用該等資料，以及立約人的位置（國家或地區，而非立約人的確切位置）資料和立約人使用應用程式的資料（如：立約人在特定頁面上所用的時間）。使用這些資料的合法理由是滙豐有正

當商業利益來改進產品和服務，以最大限度滿足客戶需求，和提供滙豐認為與客戶相關的產品和服務。

- (1) 為立約人度身設計透過應用程式提供的內容和服務
 - (2) 了解客戶如何使用帳戶
 - (3) 監控產品供應趨勢
 - (4) 設計提案和產品，並適當選定其目標客戶
 - (5) 識別立約人可能感興趣的產品和優惠
 - (6) 為立約人提供更好的應用程式服務
5. 應用程式可在立約人的裝置上安全儲存以上全部資料，並在需要時存取資料。
 6. 滙豐可能會使用滙豐集團旗下其他公司及／或第三方代表滙豐提供應用程式。
 7. 有關滙豐如何使用立約人的個人資料的詳情，請參閱滙豐的隱私權與安全性政策，網址為[<https://www.hsbc.com.tw/zh-tw/privacy-and-security/>]。

二十、Cookie 政策

1. 滙豐使用 cookie、標籤和類似技術的方式及原因。
2. 滙豐會記錄立約人的行動裝置資料（類似於 cookie）以使應用程式更簡便易用。
3. 滙豐所稱的「cookie」包括其他類似技術，如標籤和裝置指紋。透過這類技術滙豐能夠唯一識別立約人的行動裝置，在立約人的行動裝置上記錄和儲存資料，或與立約人安裝應用程式相關聯之資料。
4. 立約人安裝並使用應用程式，即表示同意滙豐配置和使用這些 cookie。
5. 在此應用程式中，滙豐使用 cookie 關注立約人如何使用應用程式，以提升安全性及協助防範欺詐。
6. 立約人使用應用程式時，滙豐將根據立約人選擇的使用方式儲存一些資料，如下所述：
 - (1) **Fast Balance 權標**--若已啟用 Fast Balance 功能，滙豐會儲存此權標以檢索所有必需資料。
 - (2) **用戶和裝置識別資料**--滙豐會儲存立約人的用戶名和唯一設備識別碼，用於登入期間的「記住我」功能。
 - (3) **選定目標客戶和再營銷**--透過此應用程式申請信用卡和個人貸款的操作將被 cookie 和其他追蹤工具記錄，使滙豐能夠衡量流程中的關鍵因素，並在滙豐網站和外部網站上提供個人化營銷。這類 cookie 的完整詳情載於滙豐網站的 cookie 政策，立約人可在該處停用某些追蹤。

二十一、損害賠償責任

滙豐及立約人同意依本約定書傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方受有損害時，該當事人應就他方所生之損害負賠償責任。

二十二、紀錄保存

1. 滙豐及立約人應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。
2. 滙豐對前項紀錄之保存，應盡善良管理人之注意義務。保存期限為五年以上，但其他法令有較長規定者，依其規定。

二十三、電子文件的效力

滙豐及立約人同意以電子文件作為表示方法，依本約定書交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

二十四、立約人終止契約

立約人得隨時終止本約定書，但應親自、書面或雙方約定方式辦理。

二十五、銀行終止契約

1. 滙豐終止本約定書時，須於終止日三十日前以書面通知立約人。
2. 立約人如有下列情事之一者，滙豐得隨時以書面或雙方約定方式通知立約人終止本約定書：
 - (1) 立約人未經滙豐同意，擅自將本約定書之權利或義務轉讓第三人者。
 - (2) 立約人依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。
 - (3) 立約人違反本約定書第十五條至第十七條之規定者。
 - (4) 立約人違反本約定書之其他約定，經催告改善或限期請求履行未果者。
3. 立約人如企圖利用本服務搜集他人資料或有不良之使用紀錄或有任何破壞及不當行為時，滙豐得不經通知立即終止本約定書。

二十六、本約定書的修改或增刪：

本約定書約款如有修改或增刪時，滙豐於滙豐網站上明顯處公告，或以書面或電子郵件方式通知立約人修改或增刪的內容後，立約人於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日於滙豐網站上明顯處公告，或以書面或電子郵件方式通知立約人，並於該公告、書面或電子郵件以顯著明確文字載明其變更事項、新舊約款內容，暨告知立約人得

於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；如有異議，應於前項得異議時間內通知滙豐終止本約定書，並配合滙豐辦理終止手續：

1. 第三人冒用或盜用使用者代號、密碼，或其他任何未經合法授權之情形，滙豐或立約人通知他方之方式。
2. 其他經主管機關規定之事項。

二十七、文書送達

滙豐如要以書面通知立約人時，立約人同意以信用卡系統留存地址為相關文書之送達處所，倘立約人之地址變更，應即以書面或其他約定方式通知滙豐，並同意改依變更後之地址為送達處所；如立約人未以書面或依約定方式通知變更地址時，滙豐仍以立約人信用卡系統留存地址或最後通知滙豐之地址為送達處所。滙豐對立約人所為之通知發出後，經通常之郵遞期間，即視為已送達。

二十八、準據法及管轄法院

本約定書準據法，依中華民國法律。

因本約定書而涉訟者，滙豐及立約人同意以台灣台北地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條及民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

二十九、標題

本約定書各項標題，僅為了查閱方便而設定，不影響本約定書有關條款的解釋、說明及瞭解。

三十、契約分存

立約人可上滙豐信用卡網站直接列印本約定書予以留存，但最終版本需以滙豐網站上列示為準。

三十一、補充條款

本約定書條款如有其他未盡事宜，悉依滙豐之信用卡約定條款及其他相關約定、銀行慣例或有關法令辦理。

三十二、語言

本約定條款以中文及英文作成時，如中、英文版有歧異，以中文版為準。

若立約人在使用本服務時，有任何疑問或需要協助之處，請致 24 小時客服專線 (02)6616-6000。若有其它意見反應或建議，也可循此客戶意見/申訴處理程序與我們連絡。

在使用信用卡網路服務/行動服務應用程式前，立約人應詳閱上述約定以及此應用程式需給予之使用權限(請查閱 <https://www.hsbc.com.tw/zh-tw/privacy-and-security/>)

按「同意」，即表示立約人同意本約定書之服務約定。立約人亦可按「取消」並退出滙豐(台灣)所提供之信用卡網路服務/行動服務。

HSBC (Taiwan) Credit Card Internet Service/Mobile Service Agreement

This agreement is applicable to the cardholders whose primary credit cards or supplementary cards are issued by HSBC (Taiwan) Bank, Ltd. (hereinafter referred to as "HSBC" or "the Bank"), as well as to applicants for credit card services who apply for cards through the Bank's online application service (hereinafter referred to as "you" or "the Customer"). When the Customer use the HSBC (Taiwan) Credit Card Internet Service/Mobile Service (hereinafter referred to as "the Service") for related application, inquiry, service instructions, or transaction instructions, it is deemed that they have accepted this agreement.

I. Bank Information

Bank Name: HSBC (Taiwan) Bank, Ltd.

Complaints and Customer Service Hotline: 02-66166000

Website: www.hsbc.com.tw

Address: 54F, No. 7, Section 5, Xinyi Road, Xinyi District, Taipei City 110, Taiwan

Fax Number: 02-66363222

Bank Email: customervoiceetwm@hsbc.com.tw

II. Scope of Application of this Agreement

1. This agreement constitutes the general terms and conditions for the Credit Card Internet Service/Mobile Service. Unless otherwise agreed by other specific agreements, the use and operation of the Service shall be governed by the terms and conditions as stipulated in this agreement.
2. Any individual agreement shall not be in conflict with this agreement, unless the individual agreement is more favorable to the Customer.
3. Any dispute over the terms and conditions herein shall be interpreted in favor of the Customer.

III. Definitions

1. "Credit Card Internet Service/Mobile Service": shall mean the service used by the Customer via computers or mobile devices connected to the internet, enabling them to apply for HSBC credit cards or access HSBC-related credit card services without the need to visit HSBC branches directly.
2. "Electronic Document": shall mean text, sound, images, videos, symbols, or other data transmitted by HSBC or the Customer over the internet, created in electronic or other forms not directly recognizable by human perception, recorded for electronic processing purposes.
3. "Biometric Authentication": Biometric authentication is to use the fingerprint or face recognition that built in Customer mobile device to authenticate Customer identity when Customer logs on to the HSBC Taiwan Credit Card Service app.

IV. Verification of Website and Downloading of HSBC Taiwan Credit Card Service App

1. Before using the Service, the Customer should verify HSBC's correct website address or properly download and install HSBC Taiwan Credit Card Service App. If in doubt, please call HSBC (Taiwan) Credit Card Customer Service at 02-6616-6000 for inquiries.
2. HSBC should inform the Customer of the risks associated with Internet Service/Mobile Service's application environments in a manner understandable by the general public.
3. HSBC shall perform the duty of care as a good administrator to maintain the accuracy and security of the website or HSBC Taiwan Credit Card Service App, and to be vigilant against any counterfeit HSBC webpages to prevent any harm to the rights and interests of the Customer.

V. Process of Activation, Use Restriction and Service Items

1. The Customer should be the credit card holder of HSBC, and shall complete the credit card online service registration via HSBC (Taiwan) Credit Card Internet/Mobile Service before using the Service.
2. The Customer must download HSBC Taiwan Credit Card Service App to portable devices to use credit card service via a portable devices (smart phone or tablet), and complete the first-time log-in device binding with the registered username and password via HSBC (Taiwan) Credit Card Internet/Mobile Service plus 6 digits SMS One-Time Password sent to the

registered mobile number to activate your mobile service.

3. If the Customer already logged in credit card internet service/ mobile service on a computer or mobile device and log in on another computer or mobile device, the first computer or mobile device will be automatically logged off.
4. You agree that HSBC may temporarily suspend the Service in case of HSBC system suspension or if the transfer or other transactions cannot be performed due to other reasons, and agree to handle relevant transaction matters by using other channels/methods by yourself.
5. The service items provided by this agreement will be published on the HSBC website/HSBC Taiwan Credit Card Service App. HSBC shall ensure the accuracy of such information, and its obligations to the Customer shall not be less than the contents of the website/HSBC Taiwan Credit Card Service App.

VI. Network Connection Usage

1. The Customer and HSBC agree to use the network for electronic document transmission and reception.
2. Each party shall separately enter into network service agreements with their respective network service providers regarding the rights and obligations related to network usage and shall bear the respective costs of network usage.

VII. Receipt and Response to Electronic Documents

1. After receiving electronic documents that are agreed upon by HSBC and the Customer for identity verification, except for inquiry matters, HSBC shall provide a webpage with important information from the transaction's electronic document for the Customer to review and confirm. HSBC shall then promptly perform verification and processing and notify the Customer of the verification and processing results through electronic documents or phone calls.
2. If HSBC or the Customer receive any electronic document from the other party and are unable to identify its identity or content, it shall be deemed as if the document was never sent. However, when HSBC can confirm the Customer's identity, it should immediately notify the Customer of the fact that the content cannot be identified through electronic documents or phone calls.

VIII. Non-Execution of Electronic Documents

1. If the following circumstances are identified, HSBC may not execute any

received electronic documents or suspend execution before the circumstances are resolved:

- (1) HSBC becomes aware of or reasonably suspects that the Customer has engaged in network security breaches or suspicious activities while using this service;
 - (2) HSBC has concrete reasons to doubt the authenticity of the electronic document or the accuracy of the specified matters.
 - (3) HSBC's processing of the electronic document would violate relevant laws and regulations.
 - (4) HSBC cannot successfully deduct the fees payable by the Customer from their account due to the Customer's reasons.
2. If HSBC does not execute or suspends execution of the above electronic documents, HSBC shall promptly notify the Customer of the reasons and circumstances for non-execution or suspension via electronic documents or phone calls. Upon receiving the notification, the Customer can confirm by calling HSBC.

IX. Time Limit for Electronic Document Exchange

1. Electronic documents are automatically processed by the HSBC computer. Once the electronic document sent by the Customer is confirmed for its content accuracy through HSBC's provided confirmation mechanism, it cannot be revoked after being transmitted to HSBC. However, reservation transactions that have not reached maturity within HSBC's specified period can be revoked or modified.
2. If an electronic document transmitted over the network to HSBC cannot be completed on the same day due to exceeding HSBC's processing time or other factors beyond HSBC's control, the transaction will be automatically processed on the next business day or as otherwise agreed upon.

X. Fees

1. The Customer agrees to pay service fees, handling fees, and postage fees according to the agreed fee standards from the date of using this service, and they will be billed on the Customer's credit card statement or paid through other means. If not specified, HSBC shall not charge fees, except as stipulated in the credit card agreement and other separate agreements.
2. If the fee standards in the previous clause are adjusted after the agreement is signed, HSBC should announce the content of the adjustments in a prominent place on HSBC's website and notify the Customer of the adjusted content

through electronic documents or phone calls.

3. If the adjustment mentioned in the second clause involves an increase in fees, HSBC should provide the Customer with the option to express whether they agree to the fee increase on the webpage. If the Customer does not agree before the effective date of the adjustment, HSBC will temporarily suspend some or all of the internet banking services. If the Customer agrees to the fee adjustment after the effective date, HSBC should immediately restore the relevant services of this agreement.
4. The announcement and notification of the fee adjustment mentioned in the previous clause should be made at least sixty days before the adjustment takes effect, and the effective date of the adjustment shall not be earlier than the following fiscal year after the announcement and notification.

XI. Installation of Hardware and Software by the Customer and Risks

1. When applying for the service items of this agreement, the Customer should install the necessary computer software, hardware, and other security-related devices. The costs and risks associated with installation shall be borne by the Customer.
2. If HSBC provides the aforementioned hardware and software equipment and related documents, HSBC only agrees to allow the Customer to use them within the agreed service scope and prohibits their transfer, lending, or delivery to any third parties in any way. HSBC shall also specify the minimum hardware and software requirements for this service on the website and on the packaging of the provided hardware and software and bear the risks associated with the provided hardware and software.
3. The Customer should promptly return the equipment and related documents provided by HSBC upon the termination of this agreement.

XII. Connection and Responsibility

1. If there is a special agreement between the Customer and HSBC that requires testing before connection, the Customer must undergo necessary testing with HSBC before connecting.
2. The Customer are responsible for safeguarding their personal identification number, username, password, digital certificate, SMS password, agreed-upon mobile phone for receiving SMS password, the hardware and software associated with the SIM card of the mobile phone extensively for accessing this service, and any other tools which can verify one's identity . HSBC considers any service actions performed by the Customer using their identity

card number and password as valid instructions given by the Customer. Therefore, only one person is allowed to use the system at a time. If more than one person using the same name attempts to use the system simultaneously, the system will automatically logout the first session.

3. When the Customer input the wrong password or biometric credential consecutively for five times, the HSBC computer will automatically suspend their login of this service. To resume the use, the Customer must complete the reset password journey, or contact the HSBC Credit Card Service at (02) 6616-6000 by phone and cooperate with the service agent for further processing.
4. If the Customer leave the service without logging out or do not execute any instructions for more than ten minutes, HSBC will automatically log them out of the system to prevent browser usage by third parties. If there is still a need for use, the Customer must log in to the service system again.
5. HSBC deems that the Customer who apply for this service with correct identity verification information are the Customer themselves or their authorized representatives. Your Credit Card Internet Service/Mobile Service username cannot be changed once it is registered.
6. HSBC may execute any instructions made with the correct password without being liable for whether the password was used by the account holder or an authorized person. If the loss arises from someone else's fraudulent or authorized use of the password, HSBC bears no responsibility; however, HSBC shall perform the duty of care as a good administrator for its information system and is responsible for any damages caused by the password being counterfeited or stolen.
7. If computer systems are temporarily suspended and transactions or data inquiries cannot be processed, the Customer can use alternative methods such as contacting credit card service agents, using voice computer inquiries, or visiting HSBC for the required services.
8. The personal and transaction-related information of the Customer with HSBC shall be based on the written statements provided by the Bank. The information displayed on this credit card internet service/mobile service is for the Customer's reference only.
9. The Customer 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 the Customer own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.

XIII. HSBC Taiwan Credit Card Service App Biometric Authentication

1. At the first time when you Register to HSBC Taiwan Credit Card Service App, if you choose to use Biometric Authentication, you must register biometric credential (face recognition or fingerprint recognition). The biometric credential which is successfully registered will then be used to authenticate your identity when you log in to HSBC Taiwan Credit Card Service App. HSBC Taiwan Credit Card Service app will only use your biometric credential for Biometric Authentication only. We do not use HSBC Taiwan Credit Card Service App to collect your biometric credential for any other purpose or sending to a third party.
2. You can use the password or biometric credential set during registration to log in to HSBC Taiwan Credit Card Service App.
3. 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 Credit Card Service password as an alternative authentication method to log in to HSBC Taiwan Credit Card Service App.
4. 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.
5. Please note below when using the Biometric Authentication to log in to the HSBC Taiwan Credit Card Service App:
 - (1) 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

in to the HSBC Taiwan Credit Card Service App.

- (2) You must not use facial recognition to log in to the HSBC Taiwan Credit Card Service App if you have an identical twin sibling.
- (3) You must not use face recognition to log in to the HSBC Taiwan Credit Card Service App if you are an adolescence while your face features may be undergoing a rapid stage of development.
- (4) You must be responsible for making sure the credential and information shown or stored on your mobile device is kept secure.
- (5) You must be responsible for unauthorized transaction instructions 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 Credit Card Service App.
- (6) If you realized that a third party has made unauthorized use of, or has stolen, your biometric credential to log in HSBC Taiwan Credit Card Service App, you agree to immediately notify HSBC by telephone or in other manners as agreed by HSBC to cease the use of the HSBC Taiwan Credit Card Service App. Before receipt of the aforesaid notice, all the transactions conducted by the third party via HSBC Taiwan Credit Card Service App 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.

XIV. Transaction Verification

1. After completing each transaction instruction, HSBC shall notify the Customer through electronic documents or an agreed-upon method. The Customer should verify whether there are any errors in the results. If discrepancies are found, the Customer should notify HSBC to investigate within forty-five days from the completion of usage, using the agreed-upon method.
2. HSBC shall send the transaction statement for the previous month to the Customer via electronic documents or another agreed-upon method (no statement will be sent if there are no transactions that month). If the Customer find any errors in the information on the transaction statement, they should notify HSBC to investigate within forty-five days from the receipt date, using electronic documents or phone calls.

3. HSBC shall promptly investigate the Customer's notifications and provide a written, electronic, telephonic, or other agreed-upon response regarding the investigation's circumstances or results within thirty days from the notification's receipt by HSBC.

XV. Handling of Electronic Document Errors

1. In cases where errors occur in electronic documents used by the Customer through this service due to reasons not attributable to the Customer, HSBC shall assist the Customer in correction and provide necessary assistance.
2. In cases where errors occur in the aforementioned service due to reasons attributable to HSBC, HSBC shall promptly rectify the error upon becoming aware of it and notify the Customer simultaneously via electronic documents or phone calls.
3. HSBC shall not be liable for any errors or delays caused by telecommunication failure, any act or omission of a third party or other matters not attributable to HSBC.
4. In cases where errors occur in the electronic documents used by the Customer due to reasons attributable to the Customer, and if it pertains to errors in the financial institution code, deposit account number, or amount entered by the Customer for transfers, resulting in the funds being transferred to another account or an incorrect amount, once notified by the Customer, HSBC shall undertake the following actions:
 - (1) Provide details and relevant information regarding the transaction according to relevant regulations.
 - (2) Notify the receiving bank to assist in the resolution.
 - (3) Report the resolution status.

XVI. Lawfully Authorization and Liability of Electronic Documents

1. The Customer and HSBC shall ensure that any electronic documents sent to each other are lawfully authorized.
2. Upon discovering any unauthorized use of a user name, password, personal information, or any other unauthorized circumstances by a third party, the Customer and HSBC shall immediately notify the other party to cease using the service and take preventative measures via electronic documents or phone calls.
3. Until HSBC receives the notification in the aforementioned point, the effectiveness of the third party's use of the service shall be the responsibility of HSBC. However, the following circumstances are exceptions to this rule:

- (1) HSBC can prove intentional or negligent actions by the Customer.
 - (2) Where forty-five days elapse after HSBC notifies the Customer to verify transactions or statements via the agreed method. However, if the Customer is unable to receive notification due to specific reasons (such as long-term travel, hospitalization, etc.), the forty-five-day period shall commence from the end date of those specific reasons. This exception does not apply if HSBC is at fault.
4. The forensic examination fees arising from the investigation of the aforementioned second point's impersonation or unauthorized use shall be borne by HSBC.

XVII. Information System Security

1. The Customer and HSBC shall each ensure the security of their respective information systems to prevent illegal intrusion, acquisition, tampering, destruction of business records, or personal data.
2. Regarding to disputes stemming from a third party's breach of HSBC's information system security measures or exploitation of system vulnerabilities, HSBC is accountable for proving the non-existent of such occurrences.
3. HSBC shall bear the liability for damages caused to the Customer by a third party's attack into HSBC's information system.

XVIII. Confidentiality Obligations and Intellectual Property Rights Maintenance Agreement.

1. Unless otherwise provided by law, HSBC shall ensure that exchanged electronic documents or information obtained from the Customer due to the use or execution of this service are not disclosed to third parties, nor used for purposes unrelated to this service. Furthermore, when disclosing to third parties with the Customer's consent, the third parties shall also assume the confidentiality obligations stipulated in this section.
2. If third parties mentioned in the previous point fail to comply with this confidentiality obligation, it shall be deemed as HSBC fails to carry out its obligation.
3. All related business information on this service website, including text and images, patent rights, trademarks, trade secrets, other intellectual property rights, ownership, or any other rights, are owned by HSBC. Except with prior lawful authorization from HSBC, no unauthorized reproduction, transmission, alteration, editing, publication, or any form of use for any purpose shall be

permitted. Violators shall bear all legal responsibilities.

XIX. Privacy Notice

1. At HSBC, HSBC take the privacy of your information seriously and are committed to ensuring that your information is secure. HSBC ask that you read our Privacy Notice carefully as it explains what information HSBC collect about you, how HSBC will use that information, who HSBC will share it with, the circumstances when HSBC will share it and what steps HSBC will take to make sure it stays private and secure.
2. When you use HSBC Taiwan Credit Card Service App (the App), HSBC will collect information about the device the App is installed on (e.g. device identification numbers), and about your accounts with us and associated transactions.
3. HSBC will collect this information directly from you, e.g.: when you enter information into the App. HSBC use the above information to deliver the services offered in the App, and HSBC need to process it to perform the obligation in the agreement HSBC entered with you.
4. HSBC may also use that information, together with information about your location (country or region, not your precise location) and information about your usage of the App (e.g.: how long you spend on particular web pages), for the following purposes. The lawful basis for this usage is that HSBC have a legitimate business interest to improve our products and services to best meet our customers' needs, and to provide products and services HSBC think are relevant to them.
 - (a) Tailoring the content and the services that you're offered through the App
 - (b) Understanding how our customers use their accounts
 - (c) Monitoring trends in product offerings
 - (d) Developing propositions and products and targeting them appropriately
 - (e) Identifying products and offers which may be of interest to you
 - (f) Improving the App services for you
5. The App may store all the above information securely on your device, and access it when required.
6. HSBC may use other HSBC Group companies, and/or third parties, to provide the App on our behalf.

7. For more detail on how HSBC will use your personal information, please refer to our Privacy and security at [<https://www.hsbc.com.tw/en-tw/privacy-and-security/>].

XX. Cookies Statement

1. How and why HSBC use cookies, tags and similar technologies.
2. HSBC record information about your mobile device (similar to cookies) to make the App even easier and better to use.
3. When it comes to 'cookies' herein, HSBC include other similar technologies such as tags and device fingerprints that allow us to identify your mobile device uniquely, and to record and store information on your mobile device or information associated with your installation of the App.
4. When installing the App and using it, you are consenting to our deployment and use of these cookies.
5. In this App, HSBC use cookies to monitor how you're using the App, to improve security and help protect you against fraud.
6. When you use the App, HSBC will store some information depending on how you choose to use it as described below:
 - (1) Fast Balance token - if the Fast Balance feature is enabled, HSBC store this token to retrieve all the required information.
 - (2) User and device details - HSBC store your username and a unique device identifier for 'remember me' functionality during log in.
 - (3) Targeting and re-marketing - applications for credit cards and personal loans through this App will be tracked by cookies and other tracking tools. This allows HSBC to measure key factors about the journey and provide personalized marketing both on the HSBC website and external sites. Full details of these cookies are set out on our website's Cookie Policy and where you may disable some of this tracking.

XXI. Liability for Damages

HSBC and the Customer mutually agree that, based on this agreement, when transmitting or receiving electronic documents, in the event of delay, omission, or errors attributable to either party, resulting in damages suffered by the other party, the party responsible shall assume liability for compensating the damages incurred by the other party.

XXII. Record Preservation

1. HSBC and the Customer shall maintain electronic document records of all transaction instructions, ensuring their authenticity and completeness.
2. HSBC shall perform the duty of care as a good administrator in preserving the aforementioned records. The preservation period shall be no less than five years. However, if other laws stipulate longer periods, such longer periods shall apply.

XXIII. Legal Effect of Electronic Documents

HSBC and the Customer mutually agree that electronic documents used as a method of representation under this agreement, exchanged between the parties, shall have the same legal effect as written documents. However, this shall not apply if otherwise excluded by law.

XXIV. Termination by the Customer

The Customer may terminate this agreement at any time, but shall do so in person, in writing, or through methods agreed upon by both parties.

XXV. Termination by the Bank

1. When HSBC terminates this agreement, it shall provide written notice to the Customer thirty days prior to the termination date.
2. If the Customer engages in any of the following circumstances, HSBC may terminate this agreement by providing written notice or through methods agreed upon by both parties:
 - (1) The Customer transfers the rights or obligations under this agreement to a third party without HSBC's consent.
 - (2) The Customer files for bankruptcy under the Bankruptcy Law or applies for bankruptcy procedures under the Statute for Consumer Debt Clearance or applies for rehabilitation or liquidation proceedings.
 - (3) The Customer violates the provisions of Clauses Fifteen to Seventeen of this agreement.
 - (4) The Customer violates other provisions of this agreement and fails to remedy the violation or fulfill the request within the stipulated period after being urged to do so.
3. If the Customer attempts to collect others' information through this service or engages in improper use records or any destructive and inappropriate behavior, HSBC may terminate this agreement without prior notice.

XXVI. Modification or Addition to this Agreement

In the event of modifications or additions to the provisions of this agreement, HSBC shall announce them conspicuously on the HSBC website or provide written or email notification to the Customer regarding the modified or added content. If the Customer does not object within seven days, it shall be deemed as acceptance of the modified or added clauses. However, if changes apply to the following matters, HSBC shall announce them conspicuously on the HSBC website or provide written or email notification to the Customer sixty days before the changes take effect. The announcement, written notice, or email shall clearly and prominently indicate the modified or added matters and the contents of the old and new clauses and shall state that the Customer may express objection before the effective date of the changes. If the Customer does not object within the specified period, it shall be deemed as acceptance of the modified or added clauses. In case of objection, the Customer shall notify HSBC of the termination of this agreement within the objection period and cooperate with HSBC in completing the termination procedures.

1. Notification to the other party through methods in which a third party impersonates or steals the user ID, password, or any other unauthorized situation.
2. Other matters stipulated by the competent authority.

XXVII. Document Delivery

When HSBC needs to provide written notice to the Customer, the Customer agrees to use the address stated in the credit card system as the place for delivering relevant documents. In the event of a change in the Customer's address, the Customer should promptly notify HSBC in writing or through other agreed-upon methods and agree to use the changed address for document delivery. If the Customer fails to notify the change of address in writing or as agreed upon, HSBC will still consider the address stated in the credit card system or the last address notified to HSBC as the place for document delivery. After HSBC sends out a notice to the Customer, it will be deemed as delivered after the normal postal delivery period.

XXVIII. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Republic of China.

In the event of litigation arising from this agreement, HSBC and the Customer agree that Taiwan Taipei District Court shall be the court of first instance first instance.

However, this does not exclude the application of Article 47 of the Consumer Protection act and Article 436-9 of the Code of Civil Procedure, which pertain to the jurisdiction of the court for small claims cases.

XXIX. Titles

The headings of each clause in this agreement are set for convenience of reference and do not affect the interpretation, explanation, and understanding of the relevant clauses of this agreement.

XXX. Storage of Contract

The Customer can directly print this agreement from the HSBC Credit Card website for retention, but the final version shall be subject to the version displayed on the HSBC website.

XXXI. Supplementary Clauses

For any matters not covered by the clauses of this agreement, they shall be governed by HSBC's credit card agreement, other relevant agreements, banking practices, or applicable laws and regulations.

XXXII. Governing Language

This agreement is executed in both Chinese and English. In case of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.

If you have any questions or need assistance while using this service, please contact our 24-hour customer service at (02) 6616-6000. If you have other feedback or suggestions, you can also contact us following our customer feedback/complaint handling procedure.

Before using Credit Card Internet Service/Mobile Service, you should review Service Agreement and the permissions that this app will require (more detail please see <https://www.hsbc.com.tw/en-tw/privacy-and-security/>)

By clicking "Accept", it means you agree to terms of this Agreement. Or you may click "Cancel" to decline Credit Card Internet Service/Mobile Service that provided by HSBC Bank (Taiwan) Limited.