

# Mobile Cheque Deposit Terms and Conditions

Our promises to each other.

## Our agreement

Welcome to our contract. It records the promises we make to each other. It applies when you use our Services via our [Mobile Banking app]. It's a legally binding agreement between you and us.

We'll call this document our Terms. When you use the Services on our Mobile Banking app, you confirm and agree to these Terms and other conditions that make up our agreement.

When we talk about 'we' or 'us' in these Terms, we mean [The Hongkong and Shanghai Banking Corporation Limited] [Hang Seng Bank Limited] (including any successors and assigns).

When we talk about 'you' or 'your', we mean the person, firm or company using the Services.

## Reading time

About 7 minutes.

## Our agreement is made up of these documents:

- **Mobile Cheque Deposit Terms and Conditions:** These Terms. If there's any inconsistency about the Services between these terms and other documents, these terms prevail. You're reading these now.
- **Any relevant accounts and services terms and conditions:** This includes the terms and conditions that apply to the relevant banking accounts, mobile banking services, paper cheques or payment instruments.
- **Other terms and conditions:** Any other terms and conditions that we may tell you about from time to time. We'll tell you about these.

## Your mobile cheque deposit services

The Services let you deposit eligible instruments in your accounts with us using the Mobile Banking app. You can do this by scanning the original paper form eligible instruments and sending the images and the related information to us.

Unless we specify otherwise, eligible instruments:

- must be payable to you and drawn on either The Hongkong and Shanghai Banking Corporation Limited or Hang Seng Bank Limited;
- must be in original paper form (i.e., copy, electronic counterpart e.g. e-Cheque, copy of electronic counterpart are not eligible);
- must be denominated in currency(s) specified by us from time to time; and
- must not exceed the amounts specified by us from time to time.

Eligible instruments include:

- cheques
- dividend cheques
- Cashier's orders
- any other instrument specified by us from time to time

We'll call these "Eligible Instruments".

You can't cancel or reverse the deposit of an Eligible Instrument once you send the images using the Services.

We can:

- Change the type of Eligible Instruments and the currency in which they're denominated;
- Change limits on the use of the Services, including the quantity or value of Eligible Instruments which you may deposit;
- At our discretion, reject any Eligible Instrument you deposit using the Services. We won't have any liability to you for this;
- Change the qualifications or eligibility requirements for using the Services;
- Change, suspend or terminate all or part of the Services at any time. We don't have to tell you before we do this;
- Suspend or terminate your use of the Services at any time without prior notice;
- Change the service hours of the Services (including cut-off times); and
- Charge fees for the Services.



## Using the Services

### Follow our instructions

You'll use the Services in the way we ask you to. This includes:

- giving us front and back images of the Eligible Instrument.
- making sure the images are clear, in focus, complete and meet any other requirements we need.
- giving us the information we ask for when you deposit an Eligible Instrument. This information must be true, accurate and complete. It's a good idea to double-check your information before sending it to us. It is your responsibility to check that the information you give us is correct.

### Keep your original for 180 days

You'll keep your original paper form Eligible Instrument for 180 days after scanning and sending the images using the Services.

You'll give us your original paper form Eligible Instrument promptly if we ask you. We can only ask you for this within the 180 day window set out above.

### Be responsible and obey the law

You won't use the Services to scan and deposit any Eligible Instrument that:

- isn't payable to you;
- isn't genuine; or
- has been tampered with or changed without the consent of the drawer or their bank.

You can only deposit or present an Eligible Instrument for payment once. This means if you've already used the Services to deposit your Eligible Instrument then you won't present your Eligible Instrument to:

- any other bank or financial institution.
- us again through the Services or other channels.

Similarly, you can't use the Services if you have already deposited an Eligible Instrument with us or another institution.

You'll follow all laws and regulations that apply to you.

You won't use the Services:

- for any unlawful or fraudulent purpose; or
- in any unlawful or fraudulent manner.

If we have reasonable grounds to believe:



- you've deposited any instrument in breach of this clause; and
- you are unable to provide the original paper form Eligible Instrument to us as required,

then we can:

- deduct the amount of the Eligible Instrument from your accounts maintained with us; and
- charge you fees.

### **Tell us if you make a mistake**

You'll tell us of any actual or suspected error about the Eligible Instruments deposited using the Services. You'll tell us as soon as you're able to.

### **You'll be responsible for our loss if you don't follow these Terms**

You agree to indemnify us and hold us harmless from any loss, damages and expenses of any kind which we may incur or suffer due to your failure to perform any of your obligations in connection with the use of the Services.

## **Receipt and processing of Eligible Instruments**

We'll process, present for payment, collect, clear and settle Eligible Instruments deposited using the Services in our discretion, subject to the legal and regulatory requirements that apply. We don't have to pay if:

- There's an error on the Eligible Instrument;
- We detect or suspect fraud; or
- We consider there's any other appropriate reason not to pay.

We will confirm when we consider an image of an Eligible Instrument received. This confirmation doesn't mean your deposit was error free or complete.

If there's a discrepancy between:

a) the confirmed dollar amount you entered; and

b) the scanned image,

then we'll credit or debit your account based on the scanned image. We'll use:

- the image of the Eligible Instrument; and
- the related information sent by you using the Services,

as proof of the amount in the absence of manifest error.



If we discover any discrepancy after crediting your account, we can make the necessary adjustment. This includes by debiting or crediting your account with the amount.

If we discover a reason not to pay an Eligible Instrument after crediting your account, then we can reverse this credit.

## Limitation of liabilities

Except as set out in the paragraph below, we're not liable for any technical or other difficulties you may experience when using the Services, nor any loss, damage or expenses (including any direct, indirect, incidental, special, consequential or exemplary damages including damages for loss of profits, goodwill, use, data or other losses) which you or any other person may incur or suffer arising from or in connection with:

- the use of the Services;
- the inability to use the Services;
- the termination of the use of the Services; or
- the processing, presentation for payment, payment, collection, clearance or settlement of Eligible Instruments deposited using the Services.

We will not be liable regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

We will only be liable where the loss, damage or expense is:

- a) reasonably foreseeable; and
- b) caused directly and solely by the proven negligence or wilful default of;

We provide the Services to you on an "as is" and "as available" basis. We give no warranty in relation to the Services or any of its functions, whether express or implied.

We don't guarantee the condition or performance of the Services or whether they:

- Are fit for any particular purpose;
- Will be available on a timely basis;
- Don't infringe third party rights;
- Are secure, error-free; or
- Will function without disruption.

To the extent permitted by law, we disclaim all warranties and liabilities that:

- the Services will be free of computer viruses or other contaminating or destructive properties; and
- no damage will occur to your mobile device in the use of the Services.



## Other important information

### **We can change these Terms**

We live in a rapidly changing world. Sometimes this means we need to update our Terms. We can change these Terms when it's reasonable to do so. We'll tell you before we do this in the way we consider appropriate including by post, email, secure e-message, SMS or by placing details of the change on our website. If you don't agree with a change, you can stop using these Services.

### **Third party rights**

No person other than you and us has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of the Hong Kong SAR) to enforce or to enjoy the benefit of these Terms.

### **Governing law**

These Terms are governed by the law of the Hong Kong SAR.

### **Courts**

The courts of the Hong Kong SAR have non-exclusive jurisdiction to settle any dispute between you and us arising out of or in connection with these Terms. This includes disputes about the existence, validity or termination of the Terms. These Terms may be enforced in the courts of any competent jurisdiction.

### **Language**

The English version of these Terms prevails if there is any inconsistency between it and the Chinese version.

### **Interpretation**

In these Terms the word "include" means include, without limitation, and "including" shall be construed accordingly.