



Date
day month year

The Manager, _____ Branch,
 _____ Hong Kong

CUSTOMER REFERENCE

Customer account number

Account title

Registration number
for office use

Dear Sir/Madam,

I/We would like to subscribe to Habib Bank Zurich (Hong Kong) Limited HBZweb and/or HBZgsm/HBZOTP Services as per the details mentioned below.

HBZweb: INTERNET BANKING SERVICE

Email address @

Login/User name choices *(Note: Login name should have at least six characters and can be alpha-numeric)*

1st Choice:

2nd Choice:

3rd Choice:

HBZ OTP (One Time Password) Token Registration , specify details below

Mobile Number :

HBZgsm: SMS SERVICE

Mobile number +
country code / area code

Tick mark the checklist below

Balance Inquiries

Debit balance below Credit balance below

Debit balance over Credit balance over

Transaction Inquiries

All transactions

All debit transactions All credit transactions

Debit transactions below Credit transactions below

Debit transactions over Credit transactions over

Other Inquiries

Inward remittance

PAD lodged

Web fund transfer (3PFT)

Authorised signatory Name

authorized signature(s)

NOTE: In the case of multiple signatories, authorized signatories must sign as per the account mandate.

The customer understands that the Bank shall not be held responsible for any erroneous transaction(s) arising out of incorrect, incomplete or illegible details provided by the Customer.
 Terms & Conditions on next

**Terms and Conditions for
Habib Bank Zurich (Hong Kong) Limited
E-Banking and SMS Services
("Terms and Conditions")**

IMPORTANT: Before you use the E-Banking Services and/or the SMS Services of Habib Bank Zurich (Hong Kong) Limited please read these Terms and Conditions carefully and make sure you understand them and find them acceptable. By registering to use the E-Banking Services and/or the SMS Services and signing the application form, you will be considered to have accepted these Terms and Conditions and will be bound by them.

In consideration of Habib Bank Zurich (Hong Kong) Limited making E-banking Services and /or SMS Services available to you, you agree as follows:

Definitions

1. In these Terms and Conditions:

"Bank" means Habib Bank Zurich (Hong Kong) Limited.

"Bank's Website" means www.hbzhongkong.com.

"E-Banking Services" means the e-banking services offered by the Bank from time to time which are the subject of these Terms and Conditions and include, without limitation, those services listed in Schedule 1 and Schedule 2.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"instructions" includes requests for information, rates and other financial data.

"SMS Services" means the mobile telephone messaging services offered by the Bank from time to time which are the subject of these Terms and Conditions and include, without limitation, those services listed in Schedule 3.

"Services" means E-Banking Services and SMS Services.

"we", "us" and "our" means or relates to the Bank and its successors and assigns.

"you" means the person or persons applying for the Services, and to whom we will provide the Services, and includes each of that person's or those persons' personal representatives and lawful successors (if applicable).

Availability and Use of Services

2. E-Banking Services are offered through the Bank's Website in accordance with these Terms and Conditions (as amended from time to time).
3. SMS Services are offered through the Bank's Website in accordance with these Terms and Conditions (as amended from time to time).
4. We may introduce, vary, suspend, or terminate any part or parts of the Services. We may also vary the scope of the Services, including but not limited to setting daily and other transaction limits and limits on types of transactions (for E-Banking Services) or the messages sent to your mobile phone (for SMS Services).
5. We will set days of operation, service hours, daily cut-off times and other timing matters for our Services or specific Services from time to time at our discretion. Any instruction we receive after an applicable daily cut-off time will be treated as having been received on the next day on which relevant Services are in operation.
6. Services and your use of Services are subject to these Terms and Conditions, other terms and conditions of the Bank applicable to these Services, including the Bank's Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Security Advisory, and any documents or terms and conditions of the Bank applicable to the accounts, transactions and services covered by the Services from time to time.
7. If there is any inconsistency, these Terms and Conditions shall prevail over any other applicable terms and conditions for accounts, transactions and services covered by the Services.
8. Services will only be made available to you upon the successful completion of your application for the Services. The Bank reserves the right to refuse an application and may, at its sole discretion, at any time and without notice, withdraw the Services (together with all their associated rights and privileges).
9. You must not use or permit any other person to use the Services for any illegal purpose or activity, and you must notify us as soon as reasonably practicable if you become aware of any such use.
10. All software, data, documentation, and related material provided in connection with the Services, including any information downloaded by you during your use of the Services, is and shall remain the property of the Bank.

11. You acknowledge that any information or data provided by the Bank or an information provider through the Services, including all financial and related information, is provided to you for your personal information purposes only and may not be copied, distributed, retransmitted, sold, or used for any other purpose whatsoever. Any use or reliance you may place on the data shall be at your own risk.

SMS Services

12. SMS Services are provided to you via your mobile telephone and mobile telephone number. You understand and agree that (i) SMS Services are only available on mobile phones and mobile numbers which meet the requirements, specifications and/or configurations required by SMS Services, and (ii) your mobile phone and mobile phone connection are to be maintained at your own personal expense.
13. You understand and agree that (i) provision of SMS Services are dependent on you having access to the mobile phone/cellular network service of your mobile network service provider, and (ii) we are not responsible for any failure to access the SMS Services due to any failure to connect to your mobile network service provider's cellular network for any reason.
14. You may not receive notifications, alerts, or other messages via or from the SMS service if your mobile number is not accessible. You understand and agree that your notifications, alerts, or other messages via or from the SMS Service may be delayed as a consequence of your mobile phone's inability to access the cellular network of your mobile network service provider, or errors and malfunctions in the cellular network from time to time. We are not responsible for any non-delivery or delayed delivery of, or any error in, any notifications, alerts or other messages delivered where such delays or errors are caused by your mobile phone's inability to connect, or any interruption to its connection, to the cellular network.
15. You agree to pay us or any third party telecommunications provider any fees related to your use of the SMS Services.

Joint Accounts

16. If the Services are made available and are linked to an account which is held with the Bank in two or more names, you acknowledge and agree that, irrespective of whether the mode of operation of such account(s) is joint or by an individual, Services may be accessed by one of the users acting alone

and all liability for use of the Services shall be joint and several.

17. You may nominate one or more mobile phone numbers to receive notifications, alerts, or other messages delivered by the SMS Services from time to time. These Terms and Conditions shall apply to all such mobile phone numbers and the respective owners of those mobile phone numbers.

Customer Responsibilities and Security in relation to E-Banking Services

18. You must follow any guidance on online security and secure use of and access to E-Banking Services, which we provide to you from time to time.
19. On application for E-Banking Services, you may select a personal username, and upon the completion and approval of your application, you will be provided with a password, to be used with the username when you attempt to access the E-Banking Services.
20. When you access E-Banking Services, you will be prompted to enter your username and password. You must enter your username and password in order to access E-Banking Services. You will also be provided with a USB drive containing your HBZ Secure Key ("**Secure Key**"), which generates a Very Long Variable Password ("**VLVP**") specifically configured to be used for your account to log in to E-Banking Services. Without the Secure Key and the VLVP, your access to E-Banking Services will be limited to view-only. This means that you will be unable to complete any transactions, real time transfers, or certain other services through E-Banking Services.
21. Your username may be changed by you at any time and you must change your password on a regular basis to ensure security of access to E-Banking Services. Changes must be effected using the methods provided by us from time to time. You understand and agree that any change to your username and/or password shall only take effect after we have received, processed and accepted it.
22. You must keep your username and password, Secure Key, and any other security code or measure safe and secure at all times. You must not disclose your username and password, Secure Key, and any other security code or measure to any other person, or permit any other person to access E-Banking Services using your username and password, Secure Key, or any other security code or measure.
23. You are fully responsible for any accidental or unauthorised disclosure of your username and/or password, Secure Key, and any other security code or measure to any other person. You bear the risks of any

unauthorised use of your username and/or password, Secure Key, and any other security code or measure.

24. You must notify us as soon as you become aware of or suspect the following (or any of them):
- a. any loss, theft, disclosure or unauthorised use of your username and/or password, Secure Key, and any other security code or measure; and
 - b. any unauthorised use of E-Banking Services.

You can notify us using the methods specified by us from time to time, including, but not limited to, visiting a branch office of the Bank in person or by telephone. We may request that you confirm any such notification in writing. You understand and agree that you remain responsible for any use of the Services by any unauthorised person or for any unauthorised purpose that occurs before we actually receive your notification.

25. The Bank may from time to time request information from you for the purposes of providing you with the Services. By registering to use Services, you confirm that all information that you provide to us at any relevant time is true, complete and up-to-date. You must ensure that all the information provided to us from time to time remains true, complete and up-to-date and notify us (via the method specified by us from time to time, including, but not limited to, any designated telephone numbers, the E-Banking Services, or in person) of any change in such information as soon as reasonably practicable.
26. You must not do anything, or attempt to do anything, which interferes or tampers with Services generally. You must not gain access to Services except in the manner specified by us.

Instructions through the E-Banking Services

27. Instructions can only be given to us online via the Bank's Website and/or logging onto the E-Banking Services using the methods specified under these Terms and Conditions and as we may otherwise designate from time to time. We will not consider any instruction from you to have been received by us unless the instruction is given according to a method specified by us under these Terms and Conditions, and unless we have actually received the instructions in full.
28. Once provided, your instructions cannot be withdrawn without our written consent.
29. If we reasonably believe that instructions are given to us or authorised to be given to us by you, we may

act on those instructions without being liable in any circumstance. Any instruction executed by us in good faith will be binding on you, even if the instructions are unclear, incorrect, false, or otherwise not given or authorised by you. We are under no obligation to verify the identity of the person giving an instruction apart from verifying the security measure(s) used to access the E-Banking Services.

30. We will only accept your instructions if it is practicable and reasonable to do so. We are entitled to act according to our regular business practices and procedure in accepting any instructions from you from time to time.
31. Where we become aware of or suspect a breach of security or any other irregular circumstances in relation to your account or use of E-Banking Services, we have the right to delay acting or refuse to act on any instructions you may send us. We shall not be liable for any delay or refusal to act in these circumstances. We will inform you of any delay or refusal if it is reasonably practicable to do so.
32. You understand that there may be time lags in the transmission of instructions or other communications and information through the internet which are beyond our control.
33. A confirmation will be sent to you by the methods specified by us from time to time after a transaction or instruction has been effected through E-Banking Services. You must check any confirmation you may receive from us, and you will be deemed to have received such confirmation immediately after we send it. If you have not received any confirmation from us within (i) the usual time you expect to receive such confirmation or (ii) 48 hours, after the sending of your instructions (whichever is the shorter period), you must check the status of the relevant instruction, and you must make enquiries with us as to the status of the relevant instruction.

34. Confirmations sent using SMS Services will only be sent for third party fund transfer transactions carried out using the Services, and any changes in relation to the daily web transfer limit for third party fund transfer transactions to be carried out using the Services.

Fees

35. We have the right to charge or vary fees for the use or termination of the Services. We will give you 30 days prior notice of new fees or any variation of fees unless this is not possible. You are required to pay such fees if we do not receive notice from you to terminate the Services with effect before the date on which the new

fees or revised fees take effect. Fees are payable at such times and by such methods as we may notify to you from time to time.

Bank's Determinations

36. Any certification or determination by the Bank of a rate, amount or other thing under these Terms and Conditions is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
37. Any of the Bank's records of any transaction processed using Services shall be conclusive evidence of such transaction and binding on you for all purposes.
38. Exchange rates, interest rates and other rates and information provided to you or on your request through Services from time to time are provided for reference only, unless the relevant rate or information is confirmed by us or otherwise adopted for a transaction. After this confirmation or adoption, the relevant rate or information will be binding on you, regardless of any previously provided but unconfirmed/adopted reference rate or information.
39. In relation to any rates and information provided by us, you acknowledge and agree as follows:-
 - a. the market price of any asset or thing using any relevant rate must be independently determined by you;
 - b. you must verify and confirm any information provided by us from time to time through the Services before you act upon that information;
 - c. you must make any investment decisions according to your own judgment without advice or guidance from us; and
 - d. any independent professional advice you obtain on legal, tax, or other issues may also influence your use of the Services, any transactions or dealings conducted by you, or the application of these Terms and Conditions.

Liability of the Bank

40. Reasonable and practicable measures will be employed to ensure that adequate security systems are in place to safeguard the security of the Services and our relevant network systems generally.
41. We cannot guarantee that the Services we provide are free from computer viruses or other destructive or disruptive features which may adversely affect your own mobile phone, hardware, software, system or equipment. Accordingly, we shall not be liable for

any disruption, interruption, delay, or other failure by us to provide any Services, to transmit instructions or information through Services, or to connect you to Services due to any circumstances beyond our control, including but not limited to any operation of law.

42. The Bank is not liable for any loss, damage or expense of any kind which you may incur or suffer arising from the use of or in connection with the Services, unless the loss, damage or expense suffered or incurred is proven to be the result of fraud, gross negligence or wilful default by the Bank or its agents and employees. In no circumstances shall the Bank, its agents, or its employees be responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from or in connection with the Bank's provision of the Services, or any failure or delay in the provision of the Services.
43. For the operation of the HBZ Secure Key, you will be provided with a USB drive containing your HBZ Secure Key, which generates a Very Long Variable Password ("VLVP") specifically configured for use on your account to log in to E-Banking Services and to access certain E-Banking Services, including the completion of transactions and certain other services. You must notify us as soon as reasonably practicable if the Secure Key fails to function. We shall not be liable for (i) any failure to keep secure or use securely the USB drive or Secure Key in accordance with our instructions, or (ii) any breach of implied terms in relation to the quality, merchantability, or fitness for purpose of the USB drive.

Liability of the Customer

44. You are fully liable and responsible for all consequences arising from or in connection with your use of Services. However, you will not be responsible for any direct loss you suffer as a result of any unauthorised transactions conducted through the Services on your account, unless you acted fraudulently or with gross negligence in relation to the unauthorised transaction.

To act with "gross negligence" includes a failure to keep secure your username and password, Secure Key and other security measures, a failure to follow the security safeguards and recommendations issued by the Bank from time to time, or a failure to report to the Bank that your account has been compromised.

45. You must examine any advice or statements you receive from us in relation to E-Banking Services and your use of E-Banking Services. Unless otherwise expressly provided in these Terms and Conditions, you have 90 days to report any unauthorised transactions through E-Banking Services which you discover from

your examination of any advice or statement. Unless you inform us of any unauthorised transaction, the advice or statement shall be regarded as a conclusive record of the transactions which have validly taken through your use of E-Banking Services. This shall not apply to unauthorised transactions which result from negligence or failure to exercise reasonable care or skill on the part of the Bank to prevent such unauthorised transactions, or which are a result of any fraud or forgery by an employee, agent or servant of the Bank.

46. You will indemnify the Bank, its agents and its employees for all actions, proceedings and claims which may be brought by or against them, and for all losses, damages and reasonable costs and expenses which they may incur or suffer as a result of or in connection with your use of the Services or the preservation or enforcement of the Bank's rights and exercise of its powers under these Terms and Conditions. However, you will not be liable under this clause where the action, proceeding, losses, damages, or costs and expenses were caused by the fraud, gross negligence or wilful default of the Bank, its agents and/or its employees, to the extent that the actions, proceedings, losses, damages, or costs and expenses are directly and reasonably foreseeable as arising directly and solely from such gross negligence or wilful default.

Termination

47. You may terminate your use of Services at any time by giving us prior written notice.
48. Your responsibilities and liabilities to the Bank created under these Terms and Conditions will survive any suspension or termination of E-Banking Services and continue to apply after such suspension or termination.

Variation

49. The Bank has the right to vary these Terms and Conditions from time to time. You will be given reasonable notice before the variation takes effect. You will be given 30 days' notice of any variation of these Terms and Conditions which will affect your fees, or your obligations and liabilities, if possible.
50. If you do not accept any variation, you can terminate the Services you have with us by written notice. The Services will be taken to have been terminated before the date on which the variation is intended to take effect.

Notices and communication

51. We are entitled to set the form of notice and mode of communication with respect to each type of notice to be given under these Terms and Conditions.
52. Unless we specify otherwise, you will be deemed to have received any notice given by us:
- at the time of personal delivery or leaving it at the address last notified to us in writing by you (if delivered personally);
 - 48 hours after we have posted it to the above address if that address is in Hong Kong or seven days after posting if that address is outside Hong Kong (if sent by post);
 - immediately after we have sent it to the fax or email address last notified to us in writing by you (if sent by fax or email); or
 - immediately after we have made it available through the Services (if made available there).
53. Communications sent by you to us will be deemed to have been received by us on the day of actual receipt.

Partial Invalidity

54. If at any time any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of these Terms and Conditions shall not be affected.

Waiver

55. Our failure to exercise and our delay in exercising any right, power or remedy in these Terms and Conditions shall not operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy, or the exercise of any other right, power or remedy. Our rights, powers and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights, powers or remedies provided by law. Furthermore, no time or indulgence expressly granted by us in respect of any of your obligations under these Terms and Conditions shall in any way affect or prejudice our other rights, powers and remedies thereunder.

Third Party Rights

56. Unless (i) expressly provided to the contrary in these Terms and Conditions or (ii) a right or remedy of a third party already exists or is available other than

under the Contracts (Rights of Third Parties) Ordinance ("3PO"), a person who is not a party has no right under the 3PO to enforce or to enjoy the benefit of any provision of these Terms and Conditions.


Governing Law and Miscellaneous

57. These Terms and Conditions are governed by the laws of the Hong Kong, and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection with any suit, action or proceeding arising out of or in connection with these Terms and Conditions.

I/We confirm having read, understood & accepted the terms and conditions on this form and I/we have signed this application form in acknowledgment thereof.

authorized signatory(s)

NOTE: In the case of multiple signatories, authorized signatories must sign as per the account mandate.

FOR OFFICE USE	
	
<small>signature</small>	
Verified by _____	

Schedule 1

Services offered under the E-Banking Services

Services	Description
My Profile	Through the My Profile portal, you can change your particulars in relation to the E-Banking Services and the SMS Services, including, but not limited to:- 1) enabling the option to receive text notifications on web login; 2) enabling the use of the HBZsecure key, requiring its use for account login, customisation of web options, or for transactions; 3) allowing you to change your passwords for the web login via this option; and 4) managing log-in privileges of joint account holders and other authorised users of the E-Banking Services (this service is available to individual account holders upon request).
HBZ eLocker	HBZeLocker is a virtual information storage system. Accessible only with the use of HBZsecure key, this tool allows you to securely store sensitive data such as credit card details, passwords, passport particulars and other private information using strong encryption algorithms.
Rates	This option provides exchange rates for different currencies.
Secure Mail	Secure mail is a medium to receive and send mails between customers and the bank.
Accessing your Account Statement	Provides access to your Account Statement, and allows you to download the statements in XLS, XML and/or PDF format.
Request For HBZsecure Key	HBZsecure Key is a security key, which is provided in an USB. Each USB is specially configured for the customer account with a Very Long Variable Password (VLVP). Once you have this proprietary "Key", you can access their accounts and make real time transfers, access other services, etc. from any computer that has Internet access.
HBZ OTP	OTP (Web One Time Password) is a system generated password valid for 90 seconds from the time of generation sent to the registered mobile number and/or email address.
Fund Transfer	Fund Transfer allows you to transfer funds to their own account of the same currency, for example, transferring funds from Current CHF A/C to their own Savings CHF A/C.

<p>HBZcms – Transfer to other accounts of same customer</p>	<p>HBZcms is a secure online third party payment system that allows you to make payments at your convenience at a fraction of the cost of in branch transactions. You can remit funds globally through this option. A template will be available to the customer on successful execution of the transaction, which can be used to perform transactions at ease. Third party funds transfer requests are also available to joint accounts with multiple signatories.</p>
<p>View SWIFT Message Sent</p>	<p>You will have direct access to their authenticated SWIFT messages and the details of any inward remittance.</p>
<p>View Status Of Web Fund Transfers</p>	<p>You can check the status of Web Fund Transfer requests made online through this option.</p>
<p>Authorise HBZcms ,Transaction Requests, and other Fund Transfers</p>	<p>You will be able to authorise third party funds transfer transactions, transaction requests (including for letters of credit and amendments), and fund transfers generally through the E-Banking Services.</p>

Schedule 2

Products offered under the E-Banking Services

Products	Description
Inward Bills (Cheques) For Collection (IBC)	You can clear foreign and local currency inward collection cheque through the E-Banking Services.
View Incoming SWIFT/Telex Remittance Details	You can view details of inward remittance received.
Letter of Credit Services	HBZelc provides worldwide accessibility and enables you to manage their entire Trade Finance cycle (under Documentary Credit) online 24/7 from anywhere in the world. You may apply for Letters of Credit, inspect details of any outstanding LC opened, and request for amendments for Letter of Credits opened previously.
Payment Against Document(PAD) Details/Retire	This option allows you to view outstanding PADs and retire them.
Discrepant Documents - Details / Retire	You can retire outstanding discrepant documents through this option.
Trust Receipt (TR) Details / Premature	Trust Receipt refers to sanctioned limit for retirement of documents or payment to suppliers related to trade. You can complete TR reversals through the E-Banking Services.
View Export LC Message Received	You can view Export LC Message through the E-Banking Services.
Inspecting details of loan products	You can access the details of the certain loan products through the E-Banking Services, including our Commercial Loans and Staff Loan products.

Schedule 3

Services offered under the SMS Services

Services	Description
HBZ OTP	OTP (Web One Time Password) is system generated password valid for 90 seconds from the time of generation sent to the registered mobile number and/or email address.