

The Hongkong and Shanghai Banking Corporation Limited

TERMS AND CONDITIONS FOR FX ORDER WATCH TRADING SERVICE AND FX RATE ALERTS SERVICE

Part A: FX Order Watch Trading Service

1. Scope of FX Order Watch Trading Service

- 1.1 The FX Order Watch Trading Service is governed by the provisions of these Terms and Conditions and (if you are an Integrated Account customer) the provisions of the Integrated Account Terms and Conditions applicable to currencies trading. For the purpose of the FX Order Watch Trading Service, the provisions of these Terms and Conditions prevail over the provisions of the Integrated Account Terms and Conditions to the extent of any inconsistency between them.
- 1.2 You authorise us (but we are under no obligation) to provide the FX Order Watch Trading Service to you. Under the FX Order Watch Trading Service we are authorised to do the following (or any of them) without further notice to or consent from you:
 - (a) debit any available balance (whether in the form of credit balance or credit facility) in any account maintained by you with us that is designated by you and accepted by us as the debit account (whether in Hong Kong dollar or any other currency and whether in one or more currencies);
 - (b) apply the amount debited to purchase the currencies chosen by you and subject to the Target Rate chosen by you; and
 - (c) credit the amount of each purchased currency to any account in that currency maintained by you with us that is designated by you and accepted by us as the credit account.
- 1.3 Without being limited by any other provisions of these Terms and Conditions, we have the right to set and vary the following (or any of them) by reference to such factors or standards (or a combination of factors and standards) at our discretion from time to time:
 - (a) the eligibility criteria for using the FX Order Watch Trading Service;
 - (b) the currencies and any minimum or maximum amount of each currency which may be converted by you under the FX Order Watch Trading Service;
 - (c) any minimum or maximum amount which you may transfer, and the timing or frequencies at which transfers may be made, under the FX Order Watch Trading Service;
 - (d) the form or kind of Instruction (including limit order) which you may give under the FX Order Watch Trading Service;
 - (e) the exchange rates from which you may choose for purchasing currencies in actual transfers (each a "Target Rate");
 - (f) the timing and frequencies at which we check the relevant rates to determine whether an actual transfer will be made to purchase currencies. We will check the Target Rate chosen by you against our prevailing buying rate or selling rate applicable to the relevant currencies quoted by us; and
 - (g) any minimum or maximum number of transfer Instruction which you may set up under the FX Order Watch Trading Service, whether by reference to an account, a currency or any other criteria.
- 1.4 We have the right not to act on any transfer Instruction set up by you if the following (or any of them) occur or continue:
 - (a) if the available balance or the available credit facilities (as determined conclusively by us) in the debit account is insufficient, at the time of the transfer Instruction or the actual transfer, to determine the Marked Transfer Amount or to pay the Actual Transfer Amount (as the case may be), whether or not due to any decrease in the available balance or the available credit facilities in the debit account after determining the Marked Transfer Amount;
 - (b) there are any irregularities concerning the relevant account or any technical or operational reason not to act on the transfer Instruction; and
 - (c) you no longer meet the eligibility criteria for using the FX Order Watch Trading Service.

2. Target Rate and Transfer Amount

- 2.1 You have to choose your Target Rate and notify us of your choice in such manner or form as we may accept from time to time.
- 2.2 You may give Instruction to vary your Target Rate or cancel a transfer Instruction. That Instruction will not be effective until we have been given reasonable time to process and decide to accept it. You authorise us to continue to act on the existing Target Rate or transfer Instruction until your Instruction to vary or cancel it becomes effective.
- 2.3 You may choose an amount to convert or an amount to be converted into ("Transfer Amount") subject to our agreement. We will determine the marked transfer amount ("Marked Transfer Amount") with reference to the Transfer Amount and the Target Rate.
- 2.4 After we receive your transfer Instruction and until completion of the actual transfer, you are not entitled to withdraw all or any part of the Marked Transfer Amount (whether in the form of available credit balance or credit facility) from the debit account, and that amount does not constitute a debt owed by us to you. You hereby charge that amount in our favour as security for our actual or contingent liabilities in connection with the actual transfer. We do not have any obligation to ensure that any minimum available credit balance or credit facility remains in the debit account. You are liable for and have to repay us on demand any overdraft or other amount resulting from insufficiency of funds in the debit account.
- 2.5 At the time of actual transfer, we will debit from the debit account an amount determined by us with reference to the Transfer Amount chosen by you and the then prevailing exchange rate ("Actual Transfer Amount"). We have the right to do the following (or any of them):
 - (a) if the available balance or the available credit facilities (as determined conclusively by us) in the debit account is insufficient at the time of actual transfer:
 - (i) we have the right not to act on the transfer Instruction. In that case, the transfer Instruction will lapse, no transfer will be made and you are liable for any loss and reasonable expenses incurred by us as a result; or
 - (ii) we may act on the transfer Instruction at our discretion and you are liable for any overdraft (whether authorised or unauthorised) and any loss and reasonable expenses incurred by us as a result;
 - (b) if the amount to be purchased pursuant to the actual transfer cannot be credited to the designated credit account, we have the right not to act on the transfer Instruction. In that case, the transfer Instruction will lapse, no transfer will be made and you are liable for any loss and reasonable expenses incurred by us as a result; and
 - (c) we may collect our loss and expenses on the same day on which such loss or expense is incurred by us or on later dates. We have the right to debit such loss or expense from any one or more of your accounts.

3. Transactions

- 3.1
 - (a) We will check the Target Rate chosen by you against our prevailing buying rate or selling rate applicable to the relevant currency quoted by us at the time of checking. We have the right to determine the time of checking as we consider appropriate. Unless we have made other arrangements with you, we are entitled to effect a currency transaction for you at that prevailing rate quoted by us if it meets the Target Rate chosen by you.
 - (b) We have no obligation to check the Target Rate chosen by you against the rates prevailing in the relevant foreign exchange market on a real time basis or to effect a currency transaction at such rates.
 - (c) There is no guarantee that our quoted prevailing rate represents the rate available elsewhere in the market or is the same as the rate quoted or provided by us through other means, channels or services.

- 3.2 You agree that:
- (a) we have no obligation to effect any transaction for you pursuant to the FX Order Watch Trading Service at any particular time or at all. We may be unable to check whether the Target Rate chosen by you matches the prevailing rates quoted by us. We may also be unable to effect a transaction even if your Target Rate has been met due to the volume of instructions or transactions, market conditions or other circumstances beyond our reasonable control at the relevant time. We are not liable for any loss or damage which you may suffer or incur in these cases; and
 - (b) in a rapidly changing market the rates quoted to you earlier may no longer remain in effect at the time we receive a transfer Instruction. We are not liable for any loss or damage which you may suffer or incur if we misquote any rates.
- 3.3 We may (but have no obligation to) notify you when the Target Rate chosen by you is met or of the execution, expiry or cancellation of any transfer Instruction. We may notify you via the eAlerts Service, the FX Rate Alerts Service or other means. Your use or our provision of the eAlerts Service and the FX Rate Alerts Service in relation to the FX Order Watch Trading Service are governed by the eAlerts Service Terms and Conditions and Part B of these Terms and Conditions respectively.
- 3.4 You should ensure the accuracy and completeness of the details of each transfer Instruction (including clearly stating the Target Rate and Transfer Amount chosen by you). We are entitled to rely on any transfer Instruction received by us. You agree to bear the risk of any misunderstanding of an Instruction or any error in an Instruction, and the risk of any unauthorised instructions. We are entitled to act in accordance with our regular business practice and procedure and will only accept Instructions insofar as it is (in our reasonable opinion) practicable and reasonable to do so.
- 3.5
- (a) You must keep your login credentials for accessing the FX Order Watch Trading Service secret, and take all reasonable precautions to prevent them from unauthorised or fraudulent use. These credentials may include login user name, password, security code or any other code or security device.
 - (b) You authorise us to act on any transfer Instruction given by using your login credentials. We have no obligation to verify the identity, capacity or authority of the person using your login credentials to give any transfer Instruction. We may act on a transfer Instruction if we reasonably believe that it is given by you without being liable in any circumstance. You will be bound by that transfer Instruction as executed by us in good faith even if it was not given or authorised by you.
- 3.6
- (a) You expressly authorise us to record all transfer Instructions and any interaction between you and us (or our representatives) from time to time. If a dispute arises in relation to the nature or content of any communication between you and us, our recording or a copy or transcript of it, certified as a true copy or transcript by our officer, may be used in such dispute and is conclusive evidence as to the nature and content of such communication (unless the contrary is established).
 - (b) All transaction data relating to the FX Order Watch Trading Service is automatically stored on our system for a minimum period required by Applicable Regulations. We may delete such data afterwards without giving notice.

4. Fees

We have the right to charge or vary the fees relating to the use or termination of the FX Order Watch Trading Service and the intervals at which they are payable. We will notify you of the rate of a fee and you have to pay it if you continue to maintain or use the FX Order Watch Trading Service after the effective date for imposing a fee or a revised fee. Paid fees are not refundable unless we agree otherwise.

5. Limitation of our liability and your indemnity

- 5.1
- (a) Except as set out in Clause 5.1(b), we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with your use of the FX Order Watch Trading Service or FX Rate Alerts Service or our providing the FX Order Watch Trading Service or FX Rate Alerts Service to you.
 - (b) If it is proved in a case set out in Clause 5.1(a) that there was negligence or wilful default by (i) us, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- 5.2 We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with any transfer Instruction not being performed in full or at all due to market conditions or any other cause beyond our reasonable control.
- 5.3
- (a) Except as set out in Clause 5.3(b), you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with your use of the FX Order Watch Trading Service or FX Rate Alerts Service or our providing the FX Order Watch Trading Service or FX Rate Alerts Service to you.
This indemnity shall continue after the termination of the FX Order Watch Trading Service or FX Rate Alerts Service or these Terms and Conditions.
 - (b) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 5.3(a) was caused by negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under paragraph (a) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

6. Variation of terms

- 6.1 We have the right to specify or vary the scope and extent of the FX Order Watch Trading Service and FX Rate Alerts Service from time to time without prior notice.
- 6.2 We have the right to vary these Terms and Conditions (including fees and charges) from time to time. We will give you notice by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to terminate the FX Order Watch Trading Service and FX Rate Alerts Service with effect before the date on which that variation takes effect.

7. Suspension or termination

Even if other provisions of these Terms and Conditions may specify otherwise, we have the right at any time, without giving notice or reasons, suspend or terminate the FX Order Watch Trading Service or FX Rate Alerts Service or your use of the FX Order Watch Trading Service or FX Rate Alerts Service. Any suspension or termination of the FX Order Watch Trading Service or FX Rate Alerts Service does not and will not affect the liabilities and rights which have accrued between you and us before suspension or termination.

8. Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

9. Governing law and version

- 9.1 These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- 9.2 The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

10. Jurisdiction

- 10.1 You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 10.2 These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

Part B: FX Rate Alerts Service

11. Scope of FX Rate Alerts Service

- 11.1 The FX Rate Alerts Service is governed by the provisions of these Terms and Conditions and the eAlerts Service Terms and Conditions. For the purpose of the FX Rate Alerts Service, the provisions of these Terms and Conditions prevail over the eAlerts Service Terms and Conditions to the extent of any inconsistency between them.
- 11.2 The FX Rate Alerts Service include all FX Rate Alerts and other eAlerts we provide under the FX Order Watch Trading Service.
- 11.3 You are eligible for the FX Rate Alerts Service if you are eligible for the FX Order Watch Trading Service.
- 11.4 (a) To use the FX Rate Alerts Service, you have to use such telecommunications equipment or device and telecommunications service provider prescribed by us from time to time. You are solely responsible for ensuring that you have the necessary equipment and internet connection services in order to use the FX Rate Alerts Service.
- (b) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
- any failure, delay, interruption or suspension in providing the FX Rate Alerts Service; and
 - your failure to meet the requirements prescribed by us, or the failure to meet such requirements by any third party service provider (including any internet service provider or any provider of equipment or devices) which directly or indirectly supports or is involved in the provision of the FX Rate Alerts Service.

12. Fees

We have the right to charge or vary the fees for providing the FX Rate Alerts Service. You are solely responsible for paying the fees, charges and expenses imposed by or payable to your service providers for providing equipment, device or services to enable you to use the FX Rate Alerts Service.

13. Limitation of our liability

- 13.1 While we will endeavour to provide you with FX Rate Alerts and other eAlerts in a timely manner, you understand and agree that there will inevitably be a time lag (i) between your designated price being reached and our issuing FX Rate Alerts or eAlerts relating to that and (ii) between our sending FX Rate Alerts or eAlerts to you and your receipt of such FX Rate Alerts or eAlerts. We and any service provider appointed by us in providing the FX Rate Alerts Service are not liable in any way for any time lag unless it is caused by any gross negligence or wilful default on our part and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely from it.
- 13.2 (a) FX Rate Alerts or eAlerts issued by us are not and should not be regarded as an offer or solicitation to buy or sell investments. Any information contained in FX Rate Alerts or eAlerts is not intended to provide professional advice.
- (b) You should make your own independent investment decision and seek professional advice as appropriate. You should not rely on any information contained in FX Rate Alerts or eAlerts. You are responsible for verifying any such information (especially its accuracy and timeliness) before relying on or acting on it.
- 13.3 (a) We do not give and should not be considered to have given any confirmation (whether express or implied) that the prices provided under the FX Rate Alerts Service (1) represent the prices available in the market, (2) are the same as the prices provided by us through other means, channels or services, or (3) are the same as the prices quoted by us in transactions.
- (b) We do not represent or guarantee the accuracy, reliability, adequacy, timeliness, sequence or completeness of any information contained in FX Rate Alerts or eAlerts. We are not liable (whether in tort, contract or any other manner) for any loss or damage which you incur or suffer arising from or in connection with (1) any error, inaccuracy, delay or omission in such information or (2) your reliance on any such information. WE EXPRESSLY DISCLAIM ALL CONFIRMATIONS, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF ANY SUCH INFORMATION, OR AS TO THE FITNESS OF ANY SUCH INFORMATION FOR ANY PURPOSE.

Definitions

Actual Transfer Amount has the meaning set out in Clause 2.5.

Applicable Regulation means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time.

ATM means an automated teller machine.

Authority means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

eAlerts Service means the service which we may provide pursuant to the eAlerts Service Terms and Conditions.

eAlerts Service Terms and Conditions means the "eAlerts Service Terms and Conditions" as may be amended or supplemented from time to time.

FX Order Watch Trading Service means the service which we may provide pursuant to Part A of these Terms and Conditions.

FX Rate Alerts Service means the service which we may provide pursuant to Part B of these Terms and Conditions.

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

Instruction means any instruction in relation to any service given in any form or by any means accepted by us from time to time which may include telephone, ATM and point of sale terminal.

Integrated Account Terms and Conditions means the "Integrated Account Terms and Conditions" as may be amended or supplemented from time to time.

Marked Transfer Amount has the meaning set out in Clause 2.3.

person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

Target Rate has the meaning set out in Clause 1.3(e).

Terms and Conditions means these "Terms and Conditions for FX Order Watch Trading Service and FX Rate Alerts Service" as may be amended or supplemented from time to time.

Transfer Amount has the meaning set out in Clause 2.3.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) with central entity number AAA523, and its successors and assigns.

you or your means each person to whom the FX Order Watch Trading Service or FX Rate Alert Service (or both) is provided and, where the context permits, includes any individual authorised by you to give Instructions relating to the FX Order Watch Trading Service or FX Rate Alert Service (or both).

外匯限價買賣服務及外匯到價提示服務條款及細則

A 部分：外匯限價買賣服務

1. 外匯限價買賣服務的範圍

- 1.1 外匯限價買賣服務受本條款及細則及(如閣下是綜合理財戶口客戶)綜合理財戶口條款及細則中適用於外幣買賣的條文規管。就外匯限價買賣服務而言,本條款及細則的條文與綜合理財戶口條款及細則的條文如有任何不一致,概以本條款及細則的條文為準。
- 1.2 閣下授權本行(但本行無責任)向閣下提供外匯限價買賣服務。就外匯限價買賣服務,本行獲授權進行下列(或其中任何一項)事宜,而無須另行通知閣下或獲得閣下同意:
 - (a) 從閣下指定在本行維持的及獲本行接納的支賬戶口支取任何可用結餘(不論以正數結餘或信貸服務的形式)。該戶口可以是港幣或任何其他貨幣的戶口,亦可以是一種或多種貨幣的戶口;
 - (b) 在受限於閣下選擇的目標價的情況下,用被支取的金額購買閣下選擇的貨幣;及
 - (c) 把買入貨幣的金額存入閣下指定以相同貨幣維持的及獲本行接納的入賬戶口。
- 1.3 在不受本條款及細則中任何其他條文的限制下,本行有權考慮本行酌情決定的因素或標準(或因素及標準的組合),不時設定及更改下列(或其中任何一項)項目:
 - (a) 使用外匯限價買賣服務的合資格準則;
 - (b) 在外匯限價買賣服務下閣下可兌換的貨幣及每種貨幣的最低或最高可兌換金額;
 - (c) 在外匯限價買賣服務下閣下可轉賬的最低或最高金額及可進行轉賬的時間或次數;
 - (d) 閣下可在外匯限價買賣服務下發出指示(包括限價盤)的方式或種類;
 - (e) 閣下於實際轉賬時可選擇買入貨幣的匯率(各簡稱為「目標價」);
 - (f) 本行用作決定是否為買入貨幣進行實際轉賬而監察相關匯率的時間及次數。本行會把閣下選擇的目標價核對本行所報適用於相關貨幣的當時買入匯率或賣出匯率;及
 - (g) 就閣下在外匯限價買賣服務下可設立的轉賬指示的最低或最高次數(不論就戶口、貨幣或任何其他準則而言)。
- 1.4 如下列(或其中任何一項)事宜發生或持續,本行有權不執行閣下設立的任何轉賬指示:
 - (a) 在發出轉賬指示或進行實際轉賬時,如本行最終決定支賬戶口內的可用結餘或可用信貸不足以決定鎖定轉賬金額或支付實際轉賬金額(視情況而定),不論是否因為支賬戶口內的可用結餘或可用信貸在決定鎖定轉賬金額後減少而引致;
 - (b) 有關戶口涉及任何不當情況,或有其他技術或運作上的原因而不執行轉賬指示;及
 - (c) 閣下不再符合使用外匯限價買賣服務的合資格準則。

2. 目標價及轉賬金額

- 2.1 閣下必須選擇目標價,並按本行可不時接納的方式或形式通知本行閣下的選擇。
- 2.2 閣下可發出指示更改目標價或取消轉賬指示。該指示在本行有合理時間處理及決定接受後才有效。閣下授權本行繼續按現有的目標價或轉賬指示行事直至閣下就更改或取消該目標價或轉賬指示生效為止。
- 2.3 閣下可選擇兌換貨幣的金額或被兌換為另一種貨幣的金額(簡稱「轉賬金額」),但選擇須經本行同意。本行會根據轉賬金額及目標價決定鎖定轉賬金額(簡稱「鎖定轉賬金額」)。
- 2.4 由本行收到閣下的轉賬指示起直至完成實際轉賬為止,閣下無權從支賬戶口提取鎖定轉賬金額的全部或其中任何部分(不論以可用正數結餘或信貸服務的形式提取),而該金額亦不構成本行欠負閣下的債務。閣下就此抵押有關金額予本行作為與實際轉賬相關的實際或待確定責任的抵押品。本行無責任確保支賬戶口維持任何最低正數結餘或信貸服務額。閣下須按本行要求付還因支賬戶口內未有足夠資金而引致的任何透支或其他金額,並為此負責。
- 2.5 在實際轉賬時,本行會從支賬戶口支取本行根據閣下選擇的轉賬金額及當時的匯率而決定的金額(「實際轉賬金額」)。本行有權進行下列(或其中任何一項)事宜:
 - (a) 如在實際轉賬時,本行最終決定支賬戶口內未有足夠的可用結餘或可用信貸:
 - (i) 本行有權不執行轉賬指示。在該情況下,該轉賬指示將告失效、本行不會進行轉賬而本行因此而招致的任何損失及合理開支須由閣下負責;或
 - (ii) 本行可酌情執行轉賬指示,而任何透支(不論已獲或未獲授權)及本行因此而招致的任何損失及合理開支須由閣下負責;
 - (b) 如用實際轉賬買入另一種貨幣的金額不能存入指定的入賬賬戶,本行有權不執行轉賬指示。在該情況下,轉賬指示將告失效、本行不會進行轉賬而本行因此而招致的任何損失及合理開支須由閣下負責;及
 - (c) 本行可在招致損失或開支的同日或其後追討相關損失或開支。本行有權從閣下任何一個或多個戶口支取該等損失或開支。

3. 交易

- 3.1
 - (a) 本行會把閣下選擇的目標價核對本行所報適用於相關貨幣的當時買入匯率或賣出匯率。本行有權決定本行認為適當的核對時間。除非本行與閣下另有安排,否則如本行所報的當時匯率符合閣下選擇的目標價,本行有權按該匯率為閣下進行貨幣交易。
 - (b) 本行無責任把閣下選擇的目標價核對相關外匯市場的即時匯率,或按該等匯率進行貨幣交易。
 - (c) 本行不保證本行所報的當時匯率代表市場提供的匯率或相等於本行透過其他方法、渠道或服務報價或提供的匯率。
- 3.2 閣下同意下列事宜:
 - (a) 本行無責任為閣下進行外匯限價買賣服務下的任何交易,亦無責任在任何特定時間進行交易。本行可能未能核對閣下選擇的目標價是否與本行所報的當時匯率一致。即使已符合閣下選擇的目標價,鑑於指示或交易的數量、市場情況或其他於相關時間在本行合理控制範圍以外的情況,本行亦可能未能進行交易。本行無須就閣下在該等情況下蒙受或招致的任何損失或損害負責;及

- (b) 由於市場瞬息萬變，當本行收到轉賬指示時，較早前向閣下報價的匯率可能已不再有效。就閣下因匯率報價的錯誤而招致或蒙受的任何損失或損害，本行無須負責。
- 3.3 本行可以(但無責任)在閣下選擇的目標價已符合或在任何轉賬指示已被執行、屆滿或被取消時通知閣下。本行可透過「e提示」服務、外匯到價提示服務或其他方法通知閣下。閣下使用或本行提供與外匯限價買賣服務相關的「e提示」服務及外匯到價提示服務分別受「e提示」服務條款及細則及本條款及細則的 B 部分規管。
- 3.4 閣下應確保每項轉賬指示的詳情準確及完整(包括清楚指定閣下選擇的目標價及轉賬金額)。本行有權依賴收到的任何轉賬指示。閣下同意承擔指示可能被誤解或含有任何錯誤或有任何未經授權的指示的風險。本行有權按照其正常的商業慣例和程序行事而只接受(本行合理認為)實際可行和合理的指示。
- 3.5 (a) 閣下應將用以登入外匯限價買賣服務的登錄憑據保密，並應採取一切合理預防措施防止他人未經授權或為欺詐意圖使用該等登錄憑據。該等憑據包括登入用戶名稱、密碼、保安編碼或任何其他編碼或保安裝置。
- (b) 閣下授權本行執行任何透過使用閣下的登錄憑據而發出的轉賬指示。本行無責任核實透過使用閣下的登錄憑據而發出任何轉賬指示的人士的身份、行為能力或權限。如本行合理地認為轉賬指示是由閣下發出，本行可執行該指示，並無須就此在任何情況下負責。轉賬指示經本行基於誠信執行後，即使該指示非由閣下發出或經閣下授權，閣下仍須受該指示約束。
- 3.6 (a) 閣下明確授權本行可不時記錄所有轉賬指示及閣下與本行(或本行代表)的通訊。如就閣下與本行的任何通訊的性質或內容出現爭議，就該通訊的性質和內容而言，本行的紀錄或該通訊的副本或謄本(經本行職員核證其真確性)構成不可推翻的證據(除非相反舉證經確立)可在該爭議中用作證據。
- (b) 所有與外匯限價買賣服務相關的交易數據，會按適用法規要求的最低期限自動保存在本行的系統中。本行隨後可無須通知閣下刪除該等數據。

4. 收費

就有關使用或終止外匯限價買賣服務，本行有權收取或更改費用，以及更改應繳付該等費用的相隔時段。本行會通知閣下應繳付的收費，如在費用或更改費用的生效日期後，閣下繼續維持或使用外匯限價買賣服務，閣下須繳付該費用。除本行另行同意外，已繳付的費用不獲退回。

5. 本行的責任及閣下的彌償的限制

- 5.1 (a) 就因或有關閣下使用外匯限價買賣服務或外匯到價提示服務或本行向閣下提供外匯限價買賣服務或外匯到價提示服務而引致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，本行無須負責，但第 5.1(b) 條所載則除外。
- (b) 如第 5.1(a) 條所載的情況證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，本行會就閣下直接及純粹因該等疏忽或故意失責而招致或蒙受的直接及合理可預見的損失及損害負責。
- 5.2 就因或有關市場情況或本行合理控制以外的任何其他原因而引致任何轉賬指示未有被執行或未有被全部執行，導致閣下或任何其他人士可能招致或蒙受的任何種類的損失、損害或開支，本行無須負責。
- 5.3 (a) 就因或有關閣下使用外匯限價買賣服務或外匯到價提示服務或本行向閣下提供外匯限價買賣服務或外匯到價提示服務而引致 (i) 本行、(ii) 本行的代理及代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償(不論由本行或彼等提出，或對本行或彼等提出)，及所有損失、損害及合理的成本及開支，閣下均須對本行及彼等作出彌償及付還，但第 5.3(b) 條所載則除外。
- 即使外匯限價買賣服務、外匯到價提示服務或本條款及細則被終止後，本彌償仍繼續有效。
- (b) 如第 5.3(a) 條所載的任何法律行動、訴訟、索償、損失、損害或款項，證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，閣下無須在上列 (a) 段下就直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的該等法律行動、訴訟、索償、損失、損害或款項負責。

6. 更改條款

- 6.1 本行有權不時指定或更改外匯限價買賣服務及外匯到價提示服務的範圍及程度，而無須事先通知。
- 6.2 本行有權透過通知不時更改本條款及細則(包括費用及收費)。本行可在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下。如本行在更改本條款及細則的生效日期前仍未收到閣下的通知在該更改的生效日期前終止外匯限價買賣服務及外匯到價提示服務，閣下即受有關更改約束。

7. 暫停或終止

儘管本條款及細則的其他條文可能另有指定，本行有權隨時暫停或終止外匯限價買賣服務或外匯到價提示服務或閣下對外匯限價買賣服務或外匯到價提示服務的使用，而無須給予通知或理由。任何外匯限價買賣服務或外匯到價提示服務的暫停或終止不會影響在暫停或終止前閣下與本行之間已累算的任何責任及權利。

8. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約(第三者權利)條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

9. 管轄法律及版本

- 9.1 本條款及細則受香港法律管轄並按其詮釋。
- 9.2 本條款及細則的英文版本與中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

10. 管轄權

- 10.1 閣下服從香港法院的非專有管轄權。
- 10.2 本條款及細則可在任何具司法管轄權的法院強制執行。

B 部分：外匯到價提示服務

11. 外匯到價提示服務的範圍

- 11.1 外匯到價提示服務受本條款及細則及「e 提示」服務條款及細則規管。就外匯到價提示服務而言，本條款及細則與「e 提示」服務條款及細則的條文如有任何不一致，概以本條款及細則為準。
- 11.2 外匯到價提示服務包括所有本行在外匯限價買賣服務下提供的外匯到價提示及其他「e 提示」。
- 11.3 閣下須合資格使用外匯限價買賣服務方可使用外匯到價提示服務。
- 11.4 (a) 閣下須使用本行不時指定的電訊設備或裝置及電訊設備服務供應商，才可使用外匯到價提示服務。閣下須自行負責確保備有使用外匯到價提示服務所需的設備及互聯網接駁服務。
- (b) 對於閣下或任何其他人士因或就下列（或其中任何一項）事宜而可能招致或蒙受任何種類的損失、損害或開支，本行無須負責：
- (i) 外匯到價提示服務的提供有任何失誤、延誤、中斷或暫停；及
- (ii) 閣下未能符合本行指定的要求，或直接或間接地支援外匯到價提示服務或就提供外匯到價提示服務所涉的第三方服務供應商（包括任何網絡服務供應商或任何設備或裝置供應商）未能符合本行指定的要求。

12. 收費

就有關使用或終止外匯到價提示服務，本行有權收取費用及更改該等費用。閣下的服務供應商提供設備、裝置或服務供閣下使用外匯到價提示服務，為此施加或應向其繳付的費用、收費及開支，閣下須自行負責支付。

13. 本行責任的限制

- 13.1 儘管本行會竭力為閣下提供適時的外匯到價提示及其他「e 提示」，閣下明白並同意 (i) 在閣下指定的價格到價時與本行發出相關的外匯到價提示或「e 提示」之間，及 (ii) 在本行發出相關外匯到價提示或「e 提示」與閣下收到該外匯到價提示或「e 提示」之間，無可避免地存在延時。除非該等延時是因本行的嚴重疏忽或故意失責所引致（但只限於直接及純粹因此引致的直接及合理可預見的損失及損害（如有）），否則本行及本行就提供外匯到價提示服務而委任的任何服務供應商無須負責。
- 13.2 (a) 本行發出的外匯到價提示或「e 提示」不是亦不應被視為就買賣投資產品的要約或邀請。外匯到價提示或「e 提示」中包含的任何資料並非亦無意提供專業意見。
- (b) 閣下應作出獨立的投資決定及尋求適當的專業意見，而不應依賴外匯到價提示或「e 提示」中包含的任何資料。在依賴該等資料或按其行事前，閣下須負責核實該等資料（特別是其準確性及適時度）。
- 13.3 (a) 本行不作出亦不應被視為作出下列任何確認（不論是明示或暗示的確認）：在外匯到價提示服務下提供的價格 (1) 代表市場提供的價格，(2) 相等於本行透過其他方法、渠道或服務所提供的價格，或 (3) 相等於本行為交易提供的報價。
- (b) 就外匯到價提示或「e 提示」中包含的資料的準確性、可靠性、充足程度、適時程度、先後次序或完整程度，本行不作出陳述或保證。因或有關 (1) 任何該等資料的錯誤、偏差、延誤或遺漏，或 (2) 閣下依賴該等資料，引致閣下招致或蒙受任何損失或損害，本行無須負責（不論就侵權法、合約法或其他方面的責任）。就該等資料的準確性或該等資料是否適合任何目的而言，本行明確拒絕作出任何明示或暗示的確認。

定義

實際轉賬金額的定義見第 2.5 條。

適用法規指本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何權力機關或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具有法律效力）。

自動櫃員機指自動櫃員機。

權力機關指任何監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

「e 提示」服務指本行可按「e 提示」服務條款及細則提供的服務。

「e 提示」服務條款及細則指可被不時修改或補充的「e 提示」服務條款及細則。

外匯限價買賣服務指本行可按本條款及細則的 A 部分提供的服務。

外匯到價提示服務指本行可按本條款及細則的 B 部分提供的服務。

香港指中華人民共和國香港特別行政區。

指示指以本行不時接受的任何形式或方式發出，有關任何服務的任何指示，包括以電話、自動櫃員機及零售點終端機發出。

綜合理財戶口條款及細則指可被不時修改或補充的「綜合理財戶口條款及細則」。

鎖定轉賬金額的定義見第 2.3 條。

人士包括個人、獨資經營、合夥、商號、公司、法團或非法團團體。

目標價的定義見第 1.3(e) 條。

條款及細則指可被不時修改或補充的本「外匯限價買賣服務及外匯到價提示服務條款及細則」。

轉賬金額的定義見第 2.3 條。

本行或本行的指香港上海滙豐銀行有限公司，地址為香港皇后大道中一號，在證券及期貨條例（香港法例第 571 章）下獲註冊為註冊機構，中央編號為 AAA523，及其繼承人及受讓人。

閣下或閣下的指獲提供外匯限價買賣服務或外匯到價提示服務（或兩者）的各位人士，及如文義允許，包括獲閣下授權發出有關外匯限價買賣服務或外匯到價提示服務（或兩者）的指示的任何個人。