*GENERAL TERMS AND CONDITIONS*

You agree to be bound by the terms and conditions in this document.

**Part A (Applicable to both personal accounts and business accounts)**

**Section 1: General Conditions**

1.1 Definitions and interpretation

Terms used in this document are defined in Appendix 1. The rules for interpreting the provisions of this document are also set out in Appendix 1.

1.2 Available Accounts and Services

We may offer Accounts and Services on such terms and conditions as we may specify. We have the right to do the following (or any of them) from time to time without prior notice:

(a) introduce new (or new types of) Accounts or Services;
(b) vary, suspend or withdraw any existing (or existing type of) Accounts or Services (including not accepting a deposit); and
(c) specify or vary the scope and extent of the Accounts or Services.

1.3 Your use of Accounts and Services; your Instructions

1.3.1 You are required to comply with all Applicable Regulations in using the Services and an Account or conducting transactions or activities under these Terms and Conditions.

1.3.2 We may act on an Instruction if we reasonably believe that it is given or authorised by you without being liable in any circumstance. You will be bound by that Instruction as understood and executed by us in good faith even if (i) it is incorrect, false or unclear, or (ii) it was not given or authorised by you.

1.3.3 We will act on an Instruction as soon as reasonably practicable after we receive it.

1.3.4 If you are an individual, in addition to any other rights conferred on us under these Terms and Conditions, we have the right to delay acting or not to act on an Instruction if the Instruction is not submitted by you in person.

1.3.5 We have the right to do the following (or any of them) and we are not liable for any loss, cost or damage of any kind incurred by you as a result:

(a) not to act on any instruction if such instruction is not given to us in such form or means accepted by us from time to time; and
(b) accept or refuse any Instruction or to prescribe any condition for accepting an Instruction without giving any reason.

1.4 Bank-customer relationship

1.4.1 (a) We are the debtor and you are the creditor of a deposit placed by you with us.
(b) We are the bailee and you are the bailor of an item held by us for you in safe custody such as in a safety deposit box.
(c) Other types of relationship may arise between us depending on the Services provided.

1.5 Account Statements

1.5.1 Where the applicable regulatory requirements do not require us to provide statements for your Account, we may provide Account Statement at our discretion if we consider appropriate whether or not you have opted not to receive Account Statement. Subject to the above, if your Account comes with Account Statements, we will provide you with Account Statements monthly or at such intervals as we may determine, unless your Account has zero balance or you request otherwise.

1.5.2 You will be considered as having received an Account Statement:

(a) on the day of personal delivery to you;
(b) on the day we post it to you;
(c) on the day we email it to you; or
(d) on the day we place it in your online internet banking profile if it is made available there.

1.5.3 Review of Account Statements

(a) You should examine and check the accuracy of each Account Statement provided by us. You should see if there is any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each Account Statement, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person.
(b) You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an Account Statement within ninety (90) days after we deliver it by the means set out in Clause 1.5.2 of Part A. If we do not receive any such notice from you within the specified period, (i) the Account Statement will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that Account Statement.

1.5.4 Copies of Account Statements and documents evidencing transactions performed on the Account may be provided to you upon request in writing by you subject to a handling charge.

*This "General Terms and Conditions" was formerly known as the "General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)". Any reference to the "General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)" in any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you or published by us in any manner should be regarded as a reference to this "General Terms and Conditions" as amended from time to time. This "General Terms and Conditions" prevails, in case of any inconsistency, over the provisions in the materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you or published by us in any manner which relate to the relevant accounts, products or services.*

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**Member HSBC Group**
1.6 Joint Accounts

1.6.1 If an Account is maintained in the joint names of two or more persons, or if a Service is provided to two or more persons:

(a) You are jointly and severally liable with each other for the obligations and liabilities in connection with the Account, the Service or under these Terms and Conditions.

(b) Where any of you are authorised to operate the Account singly, we are authorised to:

(i) comply with any Instruction or other directions given by any of you for or in connection with the Account (unless we agree or decide otherwise). This includes an Instruction to close the Account; and

(ii) take the Instruction for a forward date transaction last received by us before we effect that transaction in our normal course of business as the final Instruction for that transaction.

(c) Upon any of you accepting the terms and conditions governing the Account or Service, each of you will be bound by such terms and conditions.

(d) Each of you are bound by these Terms and Conditions and such other terms and conditions governing the Account or Service even if the following deficiencies (or any of them) exist, whether or not we know or ought reasonably to have known about them:

(i) any of you or any other person intended to be bound by these Terms and Conditions and such other terms and conditions is not bound; and

(ii) any of these Terms and Conditions and such other terms and conditions may be invalid or unenforceable against any one or more of you or any other person due to fraud, forgery or any other reason.

(e) We have the right to deal separately with any of you on any matter without limiting or reducing our rights, powers and remedies against the others. This may include (i) varying or discharging any liability to any extent; or (ii) granting time or other indulgence or making other arrangements.

(f) Any notice under these Terms and Conditions to any of you will be considered as effective notification to all of you.

(g) Without limiting or reducing the effect of Clause 1.10 of Part A, we are authorised, without further consent from any of you, to disclose amongst all of you:

(i) any information about the Account which may relate to any period before or after the Account is maintained in your joint names; and

(ii) any personal data and other information relating to or provided by any of you.

1.7 Provision by us of information on or relating to Accounts or Services

1.7.1 If an Account is maintained in the joint names of two or more persons, or if a Service is provided to two or more persons, we are authorised to provide information on or relating to the Account or any Service to any of you in such form and manner and to such extent as we may determine at any time and from time to time.

1.7.2 (Applicable if you are not an individual) We are authorised to provide information on or relating to the Account or Service to any one or more of the directors, partners or such other persons whom we are satisfied as being members of your governing body (irrespective of whether they are authorised signatories of the Account or Service and, if they are, irrespective of their signing authority with respect to the Account or Service).

1.7.3 We have the right to charge an administrative fee for the provision of any information on or relating to an Account or Service.

1.8 Termination or suspension of Services or Accounts

1.8.1 (a) You may terminate the Services or an Account by giving us prior written notice of such period as we may accept.

(b) We may terminate with or without giving you notice or reason (i) all or any part of the Services, or (ii) an Account.

1.8.2 (a) This Clause 1.8.2 of Part A does not limit or reduce our termination right under Clause 1.8.1 of Part A.

(b) If we are of the opinion that the events set out in paragraph (c) below or any of them (each an "Event of Default") occur, we have the right to suspend or terminate all or any part of the Services or an Account with immediate effect.

(c) The Events of Default are as follows:

(i) You breach or fail to perform or observe these Terms and Conditions. This may include your failure to settle any Transaction, pay any amount due or perform any other obligations in relation to the Services or Account.

(ii) We are of the opinion or have reason to suspect that (1) we have not been given a valid mandate or (2) you are not the true owner of the Account or otherwise do not have the authority to operate the Account.

1.9 Our right to debit your Accounts; set-off

1.9.1 You agree that the amount we owe you does not exceed the net amount of any credit balance held by us on the Accounts after deducting or providing for the total of all liabilities that you owe us on the Accounts or in any respect. The liabilities that you owe us (i) may be actual or contingent, present, future or deferred, primary or collateral and (ii) may be owing by you solely or jointly with any other person.

1.9.2 Without limiting or reducing the effect of Clause 1.9.1 of Part A and in addition to and without limiting or reducing any of our rights in law or under any agreement, we are entitled without prior notice to you to do the following (or any of them):

(a) debit any amount payable by you to us (including any fees, expenses or interest) from any Account irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant Account. If any debit causes the relevant Account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with fees, expenses and interest accruing on the outstanding amount at such rate as we may set;

(b) withhold, combine or consolidate the balance on your Accounts and set off or transfer any moneys (in the form of credit balance or credit facility) standing to the credit of any Account in or towards settlement of any amount owing by you to us in connection with the Services or under these Terms and Conditions. The amounts owing by you (i) may be actual or contingent, present, future or deferred, primary or collateral, (ii) may be owing by you solely or jointly with any other person, and (iii) may include fees, expenses or interest; and

(c) refuse to repay you any moneys in any currency standing to the credit of your accounts maintained with us when due or on demand by you if and to the extent that such moneys are equal to or less than the amount owing by you to us. If we exercise this right with respect to any moneys, such moneys will remain outstanding from us on substantially the terms and conditions in force immediately before we exercise this right or on such other terms as we may consider appropriate.

1.9.3 Where you are an individual, our rights under this Clause 1.9 of Part A will not be limited or reduced by your death or legal incapacity.

1.10 Collection and disclosure of your information

1.10.1 Definitions

Terms used in this Clause 1.10 of Part A shall have the meanings set out below. If any term used in this Clause 1.10 of Part A is not defined below, that term shall have the meaning set out in Appendix 1.
**Authorities** includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

**Compliance Obligations** means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

**Connected Person** means a person or entity (other than you) whose information (including Personal Data or Tax Information) is provided by you, or on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

**controlling persons** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Laws relating to these matters.

**Financial Crime Risk Management Activity** means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that we or members of the HSBC Group may take.

**Laws** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

**Personal Data** means any information relating to an individual from which such individual can be identified.

**Services** includes (a) the opening, maintaining and closing of your accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

**substantial owners** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

**Tax Authorities** means Hong Kong or foreign tax, revenue or monetary authorities.

**Tax Information** means documentation or information about your tax status or the tax status of a Connected Person.

**Your Information** means all or any of the following items relating to you or that of a Connected Person, where applicable: (a) Personal Data, (b) information about you, your accounts, transactions, use of our products and services and your relationship with the HSBC Group and (c) Tax Information.

Reference to the singular includes the plural (and vice versa).

### 1.10.2 Collection, use and sharing of Your Information

This Clause 1.10.2 of Part A explains how we will use information about you and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to you and other individuals (the "Notice") also contains important information about how we and the HSBC Group will use such information and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 1.10 of Part A and the Notice.

Your Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure;
- the disclosure is made with the data subject’s consent;
- it is disclosed as set out in this Clause 1.10 of Part A or the Notice.

#### Collection

(a) We and other members of the HSBC Group may collect, use and share Your Information. Your Information may be requested by us or on behalf of us or the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

#### Use

(b) We and members of the HSBC Group may use, transfer and disclose Your Information (i) in connection with the purposes set out in this Clause 1.10 of Part A or Appendix 2 (applicable to Personal Data), (ii) as set out in the Notice (applicable to Personal Data) and (iii) in connection with matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against you) ((i) to (iii) are collectively referred to as the "Purposes").

#### Sharing

(c) We may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes) and Appendix 2 (applicable to Your Information other than Personal Data).

**Your obligations**

(d) You agree to inform us promptly and in any event, within thirty (30) days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.

(e) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 1.10 of Part A, Appendix 2 and the Notice (as may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(f) You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in these Terms and Conditions. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (e) and (f) in any respect.

(g) Where

- you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or
- you or any Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
- we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
we may:
(i) be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
(ii) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and
(iii) block, transfer or close your account(s) where permitted under local Laws.
In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of the Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

1.10.3 Financial Crime Risk Management Activity
(a) Financial Crime Risk Management Activity may include: (i) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf; (ii) investigating the source or of intended recipient of funds; (iii) combining Your Information with other related information in the possession of the HSBC Group; and (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status or that of a Connected Person.
(b) We and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any member of the HSBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

1.10.4 Tax compliance
You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by us or members of the HSBC Group. Each Connected Person acting in his capacity as a Connected Person (and not in his personal capacity) also makes the same acknowledgement in his own regard. Certain countries may have tax legislation with extra-territorial effect regardless of a Connected Person's or your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by us or members of the HSBC Group.

1.10.5 Miscellaneous
(a) In the event of any inconsistency between any of the provisions of this Clause 1.10 of Part A and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 1.10 of Part A shall prevail.
(b) If all or any part of the provisions of this Clause 1.10 of Part A become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 1.10 of Part A in that jurisdiction.

1.10.6 Survival upon termination
This Clause 1.10 of Part A shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, or the closure of any of your accounts.

1.10.7 You confirm that all Your Information provided to us is, to the best of your knowledge, complete, accurate and up-to-date.

1.11 Communications
1.11.1 You agree that we may use any contact information provided by you and kept on our records (including address, telephone number, email address and fax number) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).
1.11.2 If in our opinion any communication from us to you using any contact information last registered with us will fail to reach you, we may stop sending further communications (including Account Statements, transaction advice and confirmation and other communications) to you.
1.11.3 Communications sent by you to us shall be in such form or by such means accepted by us from time to time which may include telephone, ATM, point of sale terminals, electronic means and other means. We have the right not to act on any communication from you if such communication is not given to us in such form or means accepted by us and we are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result.
1.11.4 This Clause 1.11 of Part A does not limit or reduce the effect of any provisions in these Terms and Conditions that apply to (i) the issuing of Account Statements, transaction advice or confirmation by us to you, or (ii) the giving of Instructions by you to us.

1.12 Variation of terms
We have the right to vary these Terms and Conditions (including fees and charges) and any other terms and conditions governing any Services or any Account from time to time by notice. We will give you notice of a variation that is applicable to you 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 close the relevant Account or terminate the relevant Services with effect before the date on which that variation takes effect. We have no obligation to notify you of any variation that is not applicable to you.

1.13 Limitation on our liability
1.13.1 We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing any of the Services or our equipment or facilities to you or performing our duties and obligations in respect of the Services to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees.
1.13.2 In no circumstances will we 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 our providing, or failure or delay in providing, the Services.

1.14 Your indemnity
1.14.1 Except as set out in Clause 1.14.2 of Part A, 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 the following (or any of them):
(a) your use of the Services or our providing the Services to you, maintaining an Account for you, or effecting any transactions for or with you;
(b) our decision not to process any Instruction or our delay or failure to act on an Instruction in part or in full for any reason;
(c) any fluctuation in the price of the relevant asset between the time we receive an Instruction and the time we act on it;

GENERAL TERMS AND CONDITIONS
(d) any default by you in performing your obligations under these Terms and Conditions, the Applicable Regulations or relating to the Services or an Account; and

(e) the preservation or enforcement of our rights or exercise of our powers in connection with the Services and an Account.

This indemnity shall continue after the termination of the Services, the Accounts or these Terms and Conditions.

1.14.2 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 1.14.1 of Part 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 Clause 1.14.1 of Part A to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

1.15 Fees, expenses, commissions and interest

1.15.1 You are required to pay us fees for providing the Services or maintaining an Account. You will be notified of the fees at the time of opening the Account, requesting a Service or effecting an Instruction or from time to time. If an Account is closed within such period after the account opening date as specified by us from time to time, we may impose a fee at our discretion. A list of our fees is available upon request at any of our branches.

1.15.2 You are required to pay all costs and expenses of reasonable amounts and reasonably incurred by us in connection with the Services or an Account from time to time. These may include all applicable taxes, duties and levies payable in respect of your assets and any expenses for preserving or enforcing our rights in connection with the Services and an Account.

1.15.3 We may use one or more members of the HSBC Group or any other person to assist us in providing services to you or fulfilling your requirements. You further agree that we may pay these persons remuneration of any nature (whether fees, commissions, rebates or other payments) for the services provided by them to us. We may also pay remuneration to members of the HSBC Group or any other person in return for introducing you to us.

Payment of such remuneration by us does not affect the amount of fees and charges payable by you to us in connection with the Services or an Account (including fees of any collection agent employed by us and legal fees in demanding, collecting, suing or recovering any outstanding or overdue amount).

1.15.4 We may accept from any manager, stockbroker, underwriter or any other person (whether or not a member of the HSBC Group) any rebate or payment of brokerage, commission, fee, incentive, discount or other benefits arising out of or in connection with the provision of the Services, including any amount payable to us in respect of a transaction involving the purchase or sale of any securities or other assets for you. We are entitled to retain these amounts for our own account and benefit absolutely.

1.15.5 Interest on an Account accrues:

(a) on a daily basis;
(b) on the credit balance in the Account; and
(c) at the interest rate specified by us at our discretion.

Interest rates applicable from time to time will be displayed at our premises or published on our website. Interest at a rate above zero is payable by us to you and will become a credit entry to the Account at the end of each calendar month (or at such other interval as we may set from time to time).

1.15.6 We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for interest to accrue. No such interest will accrue if the credit balance in the Account falls below the minimum set by us.

1.15.7 Where an Account is closed during an interest period whether by you or by us for any reason, interest accrues only up to the last calendar day before the day of closure.

1.15.8 Unauthorised overdraft (applicable to Savings Accounts and Hong Kong dollar, US dollar or Renminbi Current Accounts only)

If you give us an Instruction to pay or withdraw from your Account (i) where there are insufficient funds in your Account and (ii) which, if executed by us, would cause your Account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft and we may:

(i) refuse your request and that Instruction and impose a service charge for considering and refusing your request; or
(ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis. We may charge an arrangement fee for the overdraft or the increase.

1.16 Provisions applicable if you are not an individual

1.16.1 Notification of change in directors, shareholders etc.

You will notify us in such manner as we may accept from time to time of any change of your directors, shareholders, partners, controllers, legal status or constitutional documents.

1.16.2 Restriction on issuance of bearer shares

Where you are or any of your shareholders (whether direct or indirect, legal or beneficial) is a company incorporated in a jurisdiction that permits the issuance of bearer shares, you confirm and agree that (i) neither you have nor any such shareholder has issued any bearer shares and (ii) if you or any of your shareholders issues or convert(s) any of your or its shares to bearer form, you or such shareholder will notify us promptly.

1.16.3 Company search

Where you are a company incorporated in Hong Kong or registered as a non-Hong Kong company in Hong Kong, we have the right to conduct search on you at the Companies Registry. If there is any discrepancy between any search result and any information provided by you, we have the right to take necessary action. Such action may include (i) not opening an Account for you, or (ii) if you have already opened an Account with us, requiring rectification of such discrepancy or limiting the use of, suspending or terminating the Account or any Services.

1.17 Miscellaneous general provisions

1.17.1 Currency conversion

Unless we specify otherwise in these Terms and Conditions, where conversion of one currency into another currency is required or appropriate under these Terms and Conditions, such conversion will be effected at our prevailing exchange rate at the time of conversion. Any exchange rate provided by us at any other time may differ from the rate at which we effect the conversion and is for reference only.

1.17.2 Our right not to carry out a currency conversion transaction

Before carrying out a currency conversion transaction, we may require you to provide information or documentation to prove that such transaction is in compliance with all Applicable Regulations. We have the right to refuse to carry out a currency conversion transaction if we are not satisfied with the information or documentation provided by you.

1.17.3 Collection and recovering of debts

We have the right to employ any person to assist us in collecting and recovering any outstanding or overdue amount owing by you to us. Such person includes any collection agent or any other service provider.
1.17.4 Recording
In the course of providing the Services, we (or any of our agents or nominees) may record and monitor Instructions or communications with you by tape, video or other means. We have the right to destroy these recording after such period of time as we consider appropriate.
We may collect, store and analyse recordings of your voice to generate a “voice print” that is unique to you. We may use this voice print to identify you when you call us.

1.17.5 Microfilming or scanning
We have the right to destroy any document or record relating to you, an Account or any of the Services after microfilming or scanning it. We also have the right to destroy any microfilmed or scanned document or record after such period of time as we consider appropriate.

1.17.6 Additional terms and conditions govern Accounts and Services
In addition to these Terms and Conditions, other terms and conditions may apply to different types of Accounts or Services. Copies of such terms and conditions are available upon request at any of our branches. Such other terms and conditions will prevail to the extent of any inconsistency between them and these Terms and Conditions.

1.17.7 Appointment of agent or nominee
We may appoint any other person as our agent or nominee to perform any of the Services for us. Such person includes any service provider or subcontractor acting in its capacity as our agent or nominee and excludes any independent service provider or sub-contractor. For that purpose, (i) we may delegate any of our powers to that person, and (ii) you authorise us to disclose or transfer any information relating to you, an Account or the Services to that person. Subject to Clause 1.13 of Part A, we remain liable to you for the negligence or wilful default of any person appointed by us under this clause as if we performed the relevant Services ourselves.

1.17.8 Assignment by us or by you
(a) We may at any time assign or transfer any or all of our rights and obligations to any person without your agreement.
(b) You are not allowed to assign or transfer any of your rights or obligations to any person unless with our prior written agreement.

1.17.9 Staff's remuneration
The remuneration for our sales staff is determined based on the staff’s overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff’s remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

1.17.10 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.

1.17.11 Governing law and version
(a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
(b) 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.

1.17.12 Jurisdiction
(a) You submit to the non-exclusive jurisdiction of the Hong Kong courts.
(b) These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

1.17.13 Sanctions
(a) You represent and confirm that neither (1) you, (2) any of your subsidiaries nor (3) any of your directors, officers, employees, agents or affiliates or that of any of your subsidiaries is an individual or entity (“Person”) that is, or is owned or controlled by Persons that are:
   (i) the subject of any sanctions administered or enforced by the US Department of the Treasury’s Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities (collectively, “Sanctions”); or
   (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.
(b) You agree that you will not, directly or indirectly, use the funds in any Account or any financing provided by us, or lend, contribute or otherwise make available such funds to any subsidiary, joint venture partner or other Person:
   (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or
   (ii) in any other manner that would result in a violation of Sanctions by any Person.

Section 2: Operations of Accounts

2.1 Hong Kong dollar, US dollar and Renminbi Current Account

2.1.1 Interest
Unless otherwise specified by us, no interest (whether at a rate above or below zero) accrues on the Current Account.

2.1.2 Handling cheques with care
(a) A cheque book will be issued to you on opening a Hong Kong dollar, US dollar or Renminbi Current Account.
(b) You are responsible for safekeeping your cheque books and cheques from loss, theft or unauthorised use. You should take appropriate security measures including lock and key.
(c) All cheques should be drawn in the currency of the Current Account (i.e. Hong Kong dollar, US dollar or Renminbi as appropriate).
(d) You may apply for a cheque book for your Current Account through our ATM, online internet banking profile, Phone Banking Service or by any other means accepted by us. We have the right not to issue a cheque book. We will deliver a cheque book by post to your address on our records. We are not responsible for any delay or loss caused by any means of delivery.
(e) After receiving a cheque book or before use, you should check the cheque serial numbers, account number and your name printed on the cheques and the total number of cheques. You should report any irregularity to us as soon as reasonably practicable.
(f) You should delete the words “OR BEARER” and cross a cheque if you intend to deliver it other than in person.
(g) You should be careful in drawing a cheque to ensure that it is correct. You should not draw a cheque in any manner that may allow it to be altered or may facilitate fraud or forgery. In particular:

(i) you should write the amount in the spaces provided on the cheque, both in words and figures as close to each other and to the left hand margin as possible, so as to leave no space for adding other words or figures;

(ii) you should add the word “only” after stating the amount in words and use only Arabic numerals to state the amount in figures;

(iii) you should write and sign a cheque with non-erasable ink or ball-point pen in Chinese or English. You should sign a cheque so that your signature matches the specimen signature on our record;

(iv) you should confirm any alteration on a cheque by your full signature. You agree that we are not responsible for any loss arising from an alteration which cannot be readily detected by us; and

(v) you should comply with the conditions printed on the inside cover of a cheque book and any other conditions in force.

(h) You must report any loss, theft or unauthorised use of a signed cheque or a cheque book to us in writing as soon as reasonably practicable.

(i) You agree and authorise us to do the following:

(i) record a cheque drawn by you in electronic or other form as we consider appropriate;

(ii) allow the cheque after payment to be retained by the collecting bank or HKICL for a period specified in the rules relating to the operation of the clearing house for the related currency, and to be destroyed by the collecting bank or HKICL after that period; and

(iii) contract with collecting banks, HKICL and other persons in relation to the arrangements and matters set out in paragraphs (i) and (ii) above.

2.1.3 Return cheques

We have the right not to pay a cheque in the following cases (or any of them):

(a) if there is an error on the cheque; and

(b) if there is any other reason that we consider appropriate.

We have the right to return that cheque and impose a service charge.

If you issue a cheque (i) where there are insufficient funds in your Current Account and (ii) which, if honoured by us, would cause your Current Account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft.

We may require at least seven (7) days' notice before withdrawal.

You should clearly identify the cheque in your Instruction by quoting the cheque number.

You should give us clear Instruction if you wish to stop payment of a cheque.

You should clearly identify the cheque in your Instruction by quoting the cheque number.

We have the right to return that cheque and impose a service charge for considering and refusing your request; or

We have no obligation to act on your Instruction if we do not agree that we are responsible for any loss arising from an alteration which cannot be readily detected by us; and

2.1.5 Withdrawal in cash from US dollar Current Account

(a) Withdrawal in cash from your US dollar Current Account is subject to availability of US dollar. Withdrawal in cash against a cheque drawn on the US dollar Current Account is not allowed except (if you are an individual) by you in person or (if you are not an individual) by a person authorised by you in writing. We may require at least seven (7) days' notice before withdrawal.

(b) You are not allowed to draw cash cheques on your US dollar Current Account.

2.2 Current Account in a currency other than Hong Kong dollar, US dollar or Renminbi

Where your Current Account is in a currency other than Hong Kong dollar, US dollar or Renminbi:

2.2.1 Interest

Unless otherwise specified by us, no interest (whether at a rate above or below zero) accrues on the Current Account.

2.2.2 No cheque book

We do not provide cheque books for the Current Account.

2.2.3 Withdrawals

(a) A withdrawal Instruction should be given (i) by letter or (ii) by means of an authentication cable or telex sent through an overseas bank.

(b) A withdrawal in cash in a foreign currency is subject to availability of that currency. We may require at least seven (7) days' notice before withdrawal.

2.3 Securities Account and Investment Services Account

All securities and other assets held in your Securities Account and Investment Services Account may be held by us or by our agent.

2.4 Funds Transfer (including proxy registration, direct debit authorisation and use of QR code services)

2.4.1 Definitions:

Terms used in this Clause 2.4 of Part A shall have the meanings set out below. If any term used in this Clause 2.4 of Part A is not defined below, that term shall have the meaning set out in Appendix 1.

Addressing Service means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.
Bank Services means the services (including the QR Code Services) provided by us to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

Default Account means the account maintained by you with us or any other Participant and set as the default account with respect to the use of a Proxy ID for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

eDDA means a direct debit authorisation set up by electronic means using HKICL FPS.

eDDA Service means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

FPS Identifier means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

HKICL FPS or Faster Payment System means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

Participant means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

Proxy ID means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

QR Code Services means the QR code and the associated payment and fund transfer services provided by us to customers from time to time.

Regulatory Requirement 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 regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

2.4.2 Scope of Bank Services and conditions for use

(a) The provisions of this Clause 2.4 of Part A apply to our services relating to funds transfer, including the services we provide in relation to the Faster Payment System. The provisions of other clauses continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions of this clause. Unless otherwise specified, the provisions of this clause prevail if there is any inconsistency between them and the provisions of the other clauses with respect to the Bank Services.

(b) We provide the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.

(c) We may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.

(d) In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.

(e) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.

(f) We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

(g) By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL, you agree to be bound by all the provisions of this Clause 2.4 of Part A.

2.4.3 Addressing Service - registration and amendment of Proxy ID and related records

(a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS.

(b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.

(c) At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

2.4.4 eDDA Service

(a) In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA. In the circumstances, we will not be notifying you of any changes to the Proxy ID in connection with the eDDA once it has successfully been set up.

(b) Where you have set up a direct debit authorisation (including an eDDA) on an Account but no debit is made pursuant to that authorisation for a significant period of time, we have the right to cancel the direct debit authorisation without prior notice to you even if that authorisation has not expired or is not subject to an expiry or termination date.
2.4.5 QR Code Services

(a) Using the QR Code Services and your responsibility
   (i) The QR Code Services allow you to scan a QR code provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.
   (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.
   (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the mobile app. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.
   (iv) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the mobile app and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.
   (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where we are not licensed or authorised to provide the QR Code Services.
   (vi) You must comply with all applicable laws and regulations that govern your download of the mobile app, or access or use of the mobile app or the QR Code Services.

(b) Security
   (i) You must not use the QR Code Services 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 “jailbroken” 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 QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.
   (ii) You are fully responsible for all instructions or requests given by you or any other person authorised by you during the use of the QR Code Services.
   (iii) You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.
   (iv) If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.

(c) Our responsibility and restriction of liability
   (i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.
   (ii) The QR Code Services are provided on an “as is” basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.
   (iii) You understand and agree that:
      (1) You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.
      (2) You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
   (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

2.4.6 Collection and use of Customer Information

(a) For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
   (i) yourself;
   (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
   (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives, all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as “Customer Information”.

(b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
   (i) providing the Bank Services to you, maintaining and operating the Bank Services;
   (ii) processing and executing your instructions and requests in relation to the Bank Services from time to time;
   (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS.
(iv) meeting the requirements to make disclosure under any Regulatory Requirements; and

(v) purposes relating to any of the above.

(c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Bank Services.

(d) If the Customer Information includes personal data or other information of any person other than yourself, you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this Clause.

2.4.7 Your responsibility

(a) Present genuine owner or authorised user of Proxy ID and accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled.

(b) Proxy ID

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time.

(c) Correct information

(i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.

(ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(iii) You acknowledge that we, other Participants and HKICL have the right to deregister any Proxy ID that is no longer correct or up-to-date in accordance with available information without your consent.

(d) Timely updates

You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(e) Change of Default Account

If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

(f) Transactions binding on you

(i) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.

(ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

(g) Use Bank Services responsibly

You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:

(i) You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.

(ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.

(iii) You should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.

(h) Other obligations regarding payments and funds transfers

Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this clause and the applicable provisions in these Terms and Conditions. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

(i) You are responsible for your authorised persons

Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body),

(i) you are responsible for all the acts and omissions of each person authorised by you;
You may instruct us to effect a funds transfer (local or overseas) by such means accepted by us from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS). The following terms apply unless we specify otherwise:

(a) We have the right to refuse an Instruction to effect a funds transfer without giving reason. If we accept an Instruction, we have the right to effect the Instruction using any routing arrangement at our discretion.

(b) We have the right to effect the funds transfer either in words or in code. We are not responsible for (i) any loss, delay, error, omission or alteration of the message which may occur in its transmission, and (ii) any misinterpretation of the message by the recipient (or any of the above).

(c) When a funds transfer is being effected, there may be a currency conversion if the beneficiary account is in a currency that is different from the remitting currency.

(d) We will communicate to the correspondent or beneficiary bank your request to pay its charges or overseas charges. That bank decides whether the beneficiary receives the full amount of the funds transfer. We have no control and take no responsibility in that matter.

(e) We have the right to effect the funds transfer through a correspondent or beneficiary bank or a Participant other than that specified by you if operational circumstances or Applicable Regulations so require.

(f) Where we are unable to provide a firm exchange rate quotation for any reason, we have the right to effect the funds transfer on the basis of a provisional exchange rate. The provisional exchange rate is subject to adjustment when the actual exchange rate is ascertained. You authorise us to debit or credit any difference between the provisional rate and the actual rate to your Account.

(g) If you wish a funds transfer to be effected on a particular date, you should clearly specify that date in your Instruction.

(h) A funds transfer Instruction may not be processed on the same day if our remittances department does not receive it before the relevant cut-off time set by us.

(i) A funds transfer Instruction is subject to the following (or any of them):

   (i) the cut-off time of the place where payment is to be received;

   (ii) the funding arrangement requirements of the settlement banks; and

   (iii) the availability of the relevant services. This may include the availability of the clearing system of the applicable currency or the location of the correspondent or beneficiary bank or the Participant. This may mean that your Account is debited before the day the payment is received. We are not responsible for any interest expense or loss incurred or suffered by you or any other person as a result in that case.

(j) We do not have to inform you of the following matters (or any of them). You should make your own enquiries about them:

   (i) any exchange control or restriction which may be imposed by Applicable Regulations. We are not liable for any loss or delay to you arising from or in connection with such control or restriction; and

   (ii) any charges which may be imposed by a correspondent or beneficiary bank or any other bank or Participant.

(k) Where the beneficiary of payment does not maintain an account with any HSBC Group member or our agents, we and our agents have the right without giving you notice to make payment in accordance with the accepted banking practice in the place where the payment is to be received.

(l) Even if we have accepted a funds transfer Instruction, we have the right to refuse to process or effect payment without giving you notice, if we are of the reasonable opinion that the following (or any of them) occur:

   (i) there is insufficient available funds in the Account specified in your Instruction from which payment is to be made;

   (ii) any information given about the Instruction is incorrect, incomplete or unclear;

   (iii) the Instruction or processing of the Instruction would be a breach of any Applicable Regulations; and

   (iv) you have specified additional Instructions or requests which are not acceptable to us.

(m) In processing a funds transfer Instruction, we may be required by Applicable Regulations concerning anti-money laundering and anti-terrorist financing activities to disclose personal data or other information about you. This may include the originating account number, your name, address, date of birth, personal or corporate identity document number and other unique references. You expressly authorise (i) us to make the required disclosure to any correspondent or beneficiary bank or Participant, the payee or any Authority as we may consider appropriate, and (ii) each...
correspondent or beneficiary bank or Participant to make the required disclosure to any other correspondent or beneficiary bank or Participant, the payee or any Authority as that correspondent or beneficiary bank or Participant considers appropriate.

(n) We do not have the right to deduct any charges imposed by a correspondent or beneficiary bank or a Participant from the payment amount or any of your accounts with us including an Account.

(p) Whilst we will endeavour to communicate to the beneficiary bank any payment condition you specify in a funds transfer Instruction, we have no obligation to check or verify the satisfaction of such condition before effecting payment. You irrevocably authorise us to effect payment at your own risk.

(q) We are unable to verify beneficiary account information. The verification procedures adopted by the beneficiary bank may vary in different countries. For example, some banks may process inward remittances by verifying both the account number and account name while other banks may require only the account number or account name. You should ensure that the beneficiary account information provided to us is correct and complete.

(r) Whilst we will endeavour to communicate to the correspondent or beneficiary bank or the Participant any message to the beneficiary you specify in a funds transfer Instruction, whether the correspondent or beneficiary bank or the Participant will communicate or act on such message is beyond our control. We are not liable for any loss arising from or in connection with the failure of the correspondent or beneficiary bank or the Participant to communicate or act on such message.

(s) In the event that:

(a) we debit any account (the “original account”) you maintained with us and denominated in a particular currency (the “original currency”) to purchase a different currency (the “new currency”):  
   (i) to effect any remittances in the new currency; and/or  
   (ii) for any other transactions; and  
(b) any of such purchases, remittances or transactions or any instruction relating thereto is cancelled, rejected or returned, then we will convert the new currency back to the original currency at our prevailing buying rate or our original selling rate, whichever is lower, and deposit the resulting sum into the original account without notice.

(t) We are fully authorised to deduct any charges from the original account for the currency exchange referred to in sub-clause (s) above and the Customer shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.

2.5 Depositing Items or inward remittances

2.5.1 You may deposit any Item to your Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched.

2.5.2 We have the right to require you to provide details of an Item when depositing it. You will provide accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the applicable Account accordingly.

2.5.3 An inward remittance or Item may be in Hong Kong dollar or any other currency and may include a payment pursuant to the standing instruction of another person. We accept each inward remittance or Item for deposit into an Account subject to final payment or clearing. We may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an inward remittance or Item is not actually received by us for any reason (including insufficient funds for effecting payment), we have the right to debit the relevant Account with the appropriate amount plus any charges.

2.5.4 The proceeds of an inward remittance or Item may not be credited to your Account on the same day we receive the remittance or Item if we do not receive it before the relevant cut-off time set by us. No interest (whether at a rate above or below zero) will accrue before the proceeds are actually credited to your Account.

2.5.5 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. Some jurisdictions have Applicable Regulations dealing with the handling of cheques sent for clearing or collection that require return of a cheque and the amount paid even after clearing and payment. For example, the paying bank of a cheque drawn on a US bank has the right to seek refund of the cheque if it is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to six (6) years. This refund period may be indefinite for a US Treasury cheque. We have the right to seek repayment from you of any cheque paid to you that is required to be refunded, whether the cheque is sent for collection or accepted for deposit by us. Our right remains throughout the period in which the Applicable Regulations may require refund of the cheque. We accept the deposit of any foreign currency cheques on the following terms:

(a) In accepting cheques drawn on other banks, we have the right to decide which cheques to accept for deposit and which cheques to send for collection.

(b) Where we send a cheque for collection, this will be done subject to the rules set out in International Chamber of Commerce (ICC) Publication No. 522 (Uniform Rules for Collections), or any up-to-date equivalent in force. The proceeds of the cheque will only be credited to your Account after we actually receive payment from the other banks.

(c) If a cheque accepted for deposit is dishonoured or if a cheque collected by us is subsequently required to be refunded by Applicable Regulations, we will debit your account with the value of the cheque as calculated using our prevailing selling rate or the original buying rate (whichever is higher) plus any charges.

(d) Charges of other banks (if any) will be debited to your account with notice to you.

2.6 US Dollar Clearing System

In connection with a banking transaction in US dollar that is cleared or settled through the US Dollar Clearing System established in Hong Kong, you agree to the following:

(a) the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures; and

(b) the Hong Kong Monetary Authority does not owe any duty or incur any liability to you or any other person in respect of any claim, loss, damage or expense of any kind or nature (including loss of business or business opportunity, loss of profit, or special, indirect or consequential loss) arising in any manner directly or indirectly from the following (or any of them), even if the Hong Kong Monetary Authority knew or ought reasonably to have known of the possibility of loss:

(i) anything done or not done by the Hong Kong Monetary Authority honestly in good faith or by the settlement institution of the US Dollar Clearing System, HKICL or any member of the US Dollar Clearing House in the management, operation or use of the US Dollar Clearing House or the
US dollar clearing facilities (or any part of them). That may include the termination or suspension of the settlement institution, the US dollar clearing facilities or any such member of the US Dollar Clearing House; and

(ii) without limiting or reducing the effect of paragraph (i) above, the giving of any notice, advice or approval in relation to the US Dollar Clearing House Rules and the US Dollar Operating Procedures.

2.7 e-Cheques

2.7.1 e-Cheques Services provisions - applicability and definitions

(a) The provisions in this Clause 2.7 of Part A apply to our services relating to e-Cheques. The other provisions of these Terms and Conditions which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 2.7 of Part A. The provisions of this Clause 2.7 of Part A prevail if there is any inconsistency between them and the other provisions of these Terms and Conditions with respect to the e-Cheques Services.

(b) For the purpose of the e-Cheques Services, terms used in this Clause 2.7 of Part A shall have the meanings set out below. If any term used in this Clause 2.7 of Part A is not defined below, that term shall have the meaning set out in Appendix 1.

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Deposit Channel" means any channel offered by us from time to time for presentation of e-Cheques for deposit.

"e-certificate" means a certificate recognised by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to us.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be), e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box Service for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the Clearing House Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by us from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means all the terms and conditions prescribed by the Clearing House from time to time for governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with us into which the e-Cheque is to be deposited, which may be a sole name or a joint name account of the payee acceptable by us from time to time for the purposes of e-Cheque Deposit Services.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

2.7.2 Nature and scope of e-Cheques Services

(a) We may provide e-Cheques Services at our discretion. If we provide e-Cheques Services to you, you may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.

(b) e-Cheques Issuance Services allow you to issue e-Cheques drawn on us, in accordance with Clause 2.7.3 of Part A.

(c) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 2.7.4 of Part A.

(d) We may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.

(e) We have the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):

1. the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
2. any maximum total amount or total number of e-Cheques which you may issue in any specified period; and
3. any fees and charges payable by you for the e-Cheques Services.

2.7.3 e-Cheques Issuance Services (Applicable if you maintain online internet banking profile with us)

(a) Format of and steps for issuing an e-Cheque

(i) You are required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by us from time to time. You are not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.

(ii) Each e-Cheque must be signed by you (as payer) and by us (as Payer Bank) with our respective digital signatures in the sequence set by us, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.

(iii) Where you draw an e-Cheque on a joint account, you are solely responsible for ensuring that the e-Cheque is digitally signed by such person(s) following such signing arrangement as authorised by the joint account holders for signing e-Cheques from time to time.

(iv) (Applicable if you are not an individual) You are solely responsible for ensuring that each e-Cheque is digitally signed on your behalf by such person(s) following such signing arrangement as authorised by you for signing e-Cheques from time to time.

(b) e-certificate

(i) Your digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
(ii) Your digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.

(iii) If we provide such services and you choose to produce your digital signatures by a general purpose e-certificate, you are required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 2.7.3(b)(i) of Part A.

(iv) We may provide services relating to the specific usage e-certificate at our discretion. Our services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on your behalf. If we provide such services and you choose to produce your digital signatures by a specific usage e-certificate, you direct and authorise us to:

1. provide such services in the scope and manner set by us from time to time, which may include holding the specific usage e-certificate and the corresponding key and password for you, and effect and produce your digital signatures on e-Cheques on your behalf as instructed by you from time to time; and
2. take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.

(v) In applying for a specific usage e-certificate for you, we are entitled to rely on the information provided by you. You are solely responsible for providing us with correct and up-to-date information. If we obtain a specific usage e-certificate based on incorrect or outdated information provided by you, you are still bound by any e-Cheque signed by digital signatures produced by that e-certificate.

(vi) An e-certificate is issued by the relevant certification authority. You are bound by the terms and conditions specified by that certification authority in relation to your e-certificate. You are solely responsible for performing your obligations under those terms and conditions.

(vii) (Applicable if you are not an individual) Any person who is authorised by you to use or administer the online internet banking profile maintained by you with us from time to time is authorised to accept the terms and conditions specified by the relevant certification authority for and on behalf of you and you agree to be bound by such terms and conditions as accepted by such person on your behalf.

(c) Sending e-Cheques to payees

(i) Once you confirm to issue an e-Cheque, we will generate the e-Cheque file. You may download the e-Cheque file for delivery to the payee yourself. Alternatively, we may send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.

(ii) You should not issue an e-Cheque (or instruct us to issue an e-Cheque on your behalf) to a payee unless the payee agrees to accept e-Cheques. You are solely responsible for:

1. before issuing an e-Cheque (or instructing us to issue an e-Cheque on your behalf) to a payee, informing the payee that the payee may agree or decline to accept the e-Cheque;
2. using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
3. providing us with correct and up-to-date contact information of a payee to enable us to send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.

(iii) The e-Cheque file will be regarded as having been delivered to the payee upon our sending it to the payee by electronic means using the payee's contact information provided by you. We do not have any duty to verify whether the payee has actually received the e-Cheque file. We advise you to check with the payee whether the payee has actually received the e-Cheque file, whether it is sent by you or by us.

(d) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. We are entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 2.7.3(a)(i) of Part A and Clauses 2.7.5(a) and 2.7.5(b) of Part A, you expressly accept the waiver of presentment requirements set out on an e-Cheque from time to time.

2.7.4 e-Cheques Deposit Services

(a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.

(b) e-Cheque Drop Box Service

(i) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.

(ii) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).

(iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.

(iv) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. 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 use of the e-Cheque Drop Box Service.

(c) Our Deposit Channels

(i) Our Deposit Channels are available in (A) our public website and (B) your online internet banking profile maintained with us.

(ii) Any e-Cheques presented using our Deposit Channels after the applicable daily cut-off time on a Business Day will be treated as having been received by us on the next Business Day.

(iii) After presentment of an e-Cheque using our Deposit Channels, there are other validations and procedures in relation to presentment, clearing and settlement of an e-Cheque and the acceptance by us of an e-Cheque presented using our Deposit Channels itself does not guarantee clearing and settlement.

(iv) We will only credit to a Payee Bank Account such e-Cheques presented to us using our Deposit Channels after verification and validation to our satisfaction, and our decision is final and binding on you.

(v) You shall ensure that an e-Cheque presented to us using our Deposit Channels is complete, accurate, virus free and in a prescribed format acceptable to us from time to time. We have the right not to accept an e-Cheque presented to us using the Deposit Channels without giving any reason.

(vi) We have the right to charge or vary the fees relating to the use of our Deposit Channels. We will give you prior notice of new fees or any variation of fees. We may collect fees from you in such manner and at such intervals as we may specify.
(vii) In addition to these Terms and Conditions, by using our Deposit Channels, you will be considered to have accepted the applicable terms and conditions published on (A) our public website and (B) your online internet banking profile maintained with us and will be bound by them.

(viii) We may specify or vary from time to time (A) the available Deposit Channels without notice; and (B) the terms governing the use of any Deposit Channel.

2.7.5 Handling of e-Cheques, associated risks and our liabilities

(a) Handling of e-Cheques

You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by you or payable to you. Accordingly, we are entitled to pay and collect e-Cheques for you in the following manner even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques:

(i) pay any e-Cheque drawn by you on us upon presentment of that e-Cheque to us in accordance with the Industry Rules and Procedures; and

(ii) collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Limitation of our liability

(i) Without limiting or reducing the effect of Clause 1.13 of Part A, except as set out in paragraph (ii) below, 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 use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by you or presented by you or any other person using the Deposit Channels provided by us to you.

(ii) If it is proved that the events in paragraph (i) above was caused by negligence or wilful default of (A) ours, (B) our agents or nominees, or (C) 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.

(iii) For clarity, 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):

1. your failure to comply with your obligations relating to the e-Cheques Services, including your obligation to safeguard against issuance of e-Cheques by unauthorised persons;

2. presentment of any e-Cheque issued by you or payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and

3. any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond our reasonable control; and

in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(c) Your confirmation

You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for issuing and depositing e-Cheques.

2.8 Inactive Account

We have the right to restrict or impose conditions for accessing an Account if it has been inactive for a period of time set by us. Unless we have received specific contrary instructions from you, we have the right to close an Account if it (i) has zero balance for a period of time set by us from time to time or (ii) remains inactive for a period of time set by us from time to time. The applicable periods may vary depending on the Account types and we will provide further information upon request.
Section 3: Other Services

3.1 Phone Banking Service (applicable if you use the Phone Banking Service)

3.1.1 Scope of Phone Banking Service and Telephone Instructions
(a) We may specify or vary the scope, features and terms of the Phone Banking Service from time to time without prior notice. You may use the Phone Banking Service and give us Telephone Instructions on your accounts and cards.
(b) You will designate the Accounts and the Debit Accounts on which the Phone Banking Service may be used in such manner or form accepted by us from time to time. By designating a Debit Account, you confirm that each Debit Accountholder of that Debit Account (i) has authorised you to debit that Debit Account by using the Phone Banking Service, and (ii) accepts the provisions of this Clause 3.1 of Part A.
(c) Your right to give Telephone Instructions is subject to our discretion. We may at any time revoke such right without prior notice.
(d) You may use the Phone Banking Service and give Telephone Instructions singly even if the signing authority or signing arrangement applicable to the relevant Debit Account, Credit Account and any other account prescribes differently.

3.1.2 Limitation of our liability
(a) You authorise us to act on Telephone Instructions given using your Phone Banking PIN. We have no duty to verify the identity of the person using your Phone Banking PIN to give Telephone Instructions. We are not liable for acting in good faith on a Telephone Instruction given using your Phone Banking PIN, even if that Telephone Instruction was not authorised by you. You agree and confirm that each Debit Accountholder agrees with that and agrees to be bound by the Telephone Instructions.
(b) We may not process Telephone Instructions immediately or on the same day we receive the Telephone Instructions. This may be due to system constraint, equipment malfunction or failure, or other reasons (whether or not beyond our control). We are not liable for any delay or failure in effecting a Telephone Instruction. Our decision on whether or not to effect or the timing of effecting a Telephone Instruction will be final and binding on you and each Debit Accountholder.

3.1.3 Your responsibility and confirmations
(a) You should not disclose your Phone Banking PIN or allow any other person to use your Phone Banking PIN (whether voluntarily or not). You should keep your Phone Banking PIN strictly confidential. You should not keep a record of your Phone Banking PIN in any way that may enable another person to use it. You should promptly report to us any loss, theft, disclosure or unauthorised use of your Phone Banking PIN.
(b) You and each Debit Accountholder should ensure that there are sufficient funds or available credit facilities in the relevant account or Debit Account to effect a Telephone Instruction. We have no obligation but may act on a Telephone Instruction where there are no sufficient funds or available credit facilities. We are not required to notify you or any Debit Accountholder before acting on that Telephone Instruction. You and each Debit Accountholder will be liable to repay and indemnify us for the resulting overdraft, advance or credit created by effecting that Telephone Instruction. If we decide not to act on that Telephone Instruction, we are not liable for any consequence of not acting.
(c) Any exchange rate or interest rate quoted by us in response to a Telephone Instruction is for reference only, unless the rate is confirmed by us for a transaction. A rate confirmed by us and accepted by you for a transaction through the Phone Banking Service will be binding on you and each Debit Accountholder even if we may have quoted a different rate previously by any means.
(d) Without limiting or reducing the effect of Clause 1.14 of Part A, you and each Debit Accountholder jointly and severally 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 amounts of costs and expenses which we or they may incur or suffer as a result of or in connection with our providing the Phone Banking Service to you or acting or not acting on Telephone Instructions.

This indemnity shall continue even after:
(1) the termination of an Account, an ATM card or a credit card;
(2) the termination of the Phone Banking Service or any service accessible through the Phone Banking Service; or
(3) the termination of these Terms and Conditions.
(e) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (d) above 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 (d) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
(f) You should notify us if a Debit Account is converted to a joint account with joint signing arrangement. We have the right to exclude that account from the Phone Banking Service.
(g) You should notify a Debit Accountholder, the holder of a Credit Account or any other person with whom you effect a transaction or fund transfer using the Phone Banking Service of the details of that transaction. We are not responsible for giving such notice.
(h) All agreements, terms and conditions governing the respective accounts, cards, services and products accessible or covered by the Phone Banking Service from time to time continue to apply unless we agree otherwise. The provisions of this Clause 3.1 of Part A prevail over such agreements, terms and conditions to the extent of any inconsistency between them.
(i) If you are an individual and have signed up for or have been provided with our Account-level Phone Banking Service before 14 December 2008 and continue to use it without converting to our Customer-level Phone Banking Service on or after 14 December 2008, or if you are not an individual, the reference in this Clause 3.1 of Part A shall be excluded.

3.2 Drop & Go Counter Service (applicable if you use the Drop & Go Counter Service)

3.2.1 Scope of Drop & Go Counter Service
(a) Drop & Go Counter Service enables you to submit applicable documents and items at "Drop & Go Counters" accepted by us for our processing. You have to use the Drop & Go Counter Service in accordance with our guidelines and directions from time to time.
(b) Where we allow deposit of banknotes, coins and cheques through the Drop & Go Counter Service, the following provisions apply:
(i) we are responsible only after we have received, counted and verified the banknotes, coins and cheques in accordance with our practice to our satisfaction;
(ii) in the cases below, we will only credit to your Account such banknotes, coins and cheques that we have received, counted and verified to our satisfaction. Our decisions are final and binding on you:
(1) if there is any discrepancy between the details specified in a pay-in slip and the banknotes, coins and cheques accompanying that pay-in slip that are actually received, counted and verified by us; or
(2) if for any reason we do not accept any banknotes, coins and cheques deposited.

3.2.2 Your responsibility
You should ensure that all documents and items submitted under the Drop & Go Counter Service are complete, accurate and duly signed as applicable. We have the right not to process any document or item if it is not complete, accurate or duly signed.
3.2.3 Limitation of our liability and your indemnity

(a) In relation to your use or our provision of the Drop & Go Counter Service in accordance with your Instructions from time to time, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer. We are not liable for our decision not to process or to delay processing any Instruction or item deposited (or part of it). We are also not liable for your default in performing your obligations under this Clause 3.2 of Part A or under the Applicable Regulations.

(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 amounts of costs and expenses which we or they may incur or suffer as a result of or in connection with your use or our provision of the Drop & Go Counter Service.

(c) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (b) above was caused by gross 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 (b) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.

(d) This Clause 3.2.3 of Part A is not limited by Clause 1.13 or 1.14 of Part A and the indemnity in this Clause shall continue after the termination of the Drop & Go Counter Service, an Account or these Terms and Conditions.

Part B1 (Applicable to personal accounts only)

1. Our right to impose negative interest

1.1 Where a negative interest rate applies to any currency, we have the right to impose negative interest on credit balances on any Account that are denominated in such currency. Where such interest becomes payable by you to us, we are entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Accounts. If any debit causes the relevant Account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify.

1.2 Negative interest (if any) on an Account accrues:

(a) on a daily basis;
(b) on the credit balance in the Account; and
(c) at the interest rate specified by us at our discretion.

Interest rates applicable from time to time will be displayed at our premises or published on our website. Negative interest (if any) is payable by you to us and will become a debit entry to the Account at the end of each calendar month (or at such other interval as we may set from time to time).

1.3 Where an Account is closed during an interest period whether by you or by us for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure.

1.4 We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the Account falls below the minimum set by us.

Part B2 (Applicable to business accounts only)

1. Our right to impose negative interest

1.1 Where a negative interest rate applies to any currency, we have the right to impose negative interest on credit balances on any Account that are denominated in such currency. Where such interest becomes payable by you to us, we are entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Accounts. If any debit causes the relevant Account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify.

1.2 Negative interest (if any) on an Account accrues:

(a) on a daily basis;
(b) on the credit balance in the Account; and
(c) at the interest rate specified by us at our discretion.

Interest rates applicable from time to time will be displayed at our premises or published on our website. Negative interest (if any) is payable by you to us and will become a debit entry to the Account at the end of each calendar month (or at such other interval as we may set from time to time).

1.3 Where an Account is closed during an interest period whether by you or by us for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure.

1.4 We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the Account falls below the minimum set by us.

2. Fund transfers and other transactions in Renminbi

Where we accept an Instruction to debit the Account to purchase Renminbi to effect a funds transfer or other transaction in Renminbi and (i) you cancel that funds transfer or other transaction or (ii) that funds transfer or other transaction is rejected or returned, we will:

(a) convert the Renminbi so purchased to the original currency using our prevailing buying rate or the original selling rate (whichever is lower); and
(b) deposit the resulting amount back to the Account without notice.

You are solely liable for all losses, costs, expenses and charges of any kind resulting from the currency conversion.

3. Authorised Persons

Any person authorised by you to use or administer an Account or Service on your behalf is authorised by you to accept the terms and conditions relating to that Account or Service. You agree to be bound by such terms and conditions.
Appendix 1

Definitions and Interpretations

1. Interpretation
   (a) Unless the context requires otherwise, in these Terms and Conditions:
      (i) any reference to a "Section", "Clause" or "Appendix" is a reference to a section, clause or appendix of these Terms and Conditions;
      (ii) any reference to these Terms and Conditions, an agreement or document is a reference to the same as amended, varied or supplemented from time to time;
      (iii) any reference to an Applicable Regulation is a reference to the same as amended, re-enacted or in effect from time to time; and
      (iv) a singular expression includes the plural and vice versa, and reference to a gender includes any gender.
   (b) All Appendices form part of these Terms and Conditions.
   (c) Headings in these Terms and Conditions are for ease of reference only and do not affect the interpretation of these Terms and Conditions.

2. Definitions
   Unless we specify or the context requires otherwise, the following terms in these Terms and Conditions have the meanings set out below.

   Account means any cash account or account for conducting investment transactions maintained by you with us.
   Account Statement means an account statement relating to an Account.
   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.
   Credit Account means an Account or any other account maintained by you with us to which funds may be credited using the Phone Banking Service.
   Current Account means a current account maintained by you with us.
   Debit Account means any account maintained with us that is designated by you from which funds may be debited using the Phone Banking Service.
   Debit Accountholder means each holder of a Debit Account which may include you.
   Drop & Go Counter Service means the Service which we may provide pursuant to Clause 3.2 of Part A.
   HKICL means Hong Kong Interbank Clearing Limited in Hong Kong.
   Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.
   HSBC Group means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.
   Instruction means any instruction in relation to an Account or Service given in any form or by any means accepted by us from time to time which may include telephone, ATM, point of sale terminal and electronic means.
   Investment Services Account means an Account maintained by you with us and designated for conducting investment transactions, including a Securities Account.
   Item means any cheque or other monetary instrument which we may accept for deposit.
   person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.
   Phone Banking PIN means the PIN designated specifically for use in connection with the Phone Banking Service.
   Phone Banking Service means the Service which we may provide pursuant to Clause 3.1 of Part A.
   PIN means personal identification number or any code or number or your voice print or other biometric credential that is used by us to identify you when you access information, give Instructions or make a transaction using Phone Banking Service or any other Service. A PIN may be designated by us or you or generated by a security device designated or approved by us or generated by our collecting and analysing your voice or other biometric credential.
   RTGS means interbank funds transfer under Real Time Gross Settlement.
   Savings Account means a savings account maintained by you with us.
   securities means such stocks, shares, warrants, bonds, notes, derivative instruments, certificates of deposit, unit trusts, mutual funds and other collective investment schemes, and other interests commonly known as securities which we may accept or handle from time to time pursuant to these Terms and Conditions; and Your Securities means securities beneficially owned by you solely or all of you jointly, held or to be held as nominee in our name or our nominee's name.
   Securities Account means an Account maintained by you with us for the purpose of holding Your Securities.
   Service means any product or service which we may provide or procure in relation to an Account, including investment service and account service, or any product or service as designated by us to be subject to these Terms and Conditions.
   Telephone Instruction means any Instruction given by telephone.
   TT means telegraphic transfer.
   US dollar means the lawful currency of the United States of America.
   US bank means a bank in the United States of America.
   US Treasury means the US Department of the Treasury.
   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 in whose name an Account is maintained or to whom a Service is provided and, where the context permits, includes any individual authorised by you to give Instructions relating to the Account or Service.
Appendix 2

The following terms supplement Clause 1.10 of Part A and relate to the use, store, process, transfer and disclosure of Your Information other than Personal Data. Terms used in this Appendix 2 shall have the meanings set out in Clause 1.10 of Part A of these Terms and Conditions.

USE OF YOUR INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Your Information (other than Personal Data) may be used are as follows:

(a) considering applications for Services;
(b) approving, managing, administering or effecting Services or any transaction that you request or authorise;
(c) meeting Compliance Obligations;
(d) conducting Financial Crime Risk Management Activity;
(e) collecting any amounts due from you and from those providing guarantee or security for your obligations;
(f) conducting credit checks and obtaining or providing credit references;
(g) enforcing or defending our or a member of the HSBC Group's rights;
(h) meeting our internal operational requirements or that of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
(i) creating and maintaining our credit and risk related models;
(j) ensuring your ongoing credit worthiness and of those providing guarantee or security for your obligations;
(k) marketing, designing, improving or promoting Services or related products to you (and to Connected Persons to the extent permissible by Laws) and conducting market research;
(l) determining the amount of indebtedness owed to you or owed by you or by those providing guarantee or security for your obligations;
(m) complying with any obligations, requirements or arrangements that we or any of our branches or any member of the HSBC Group is expected to comply according to:
   (i) any Laws or Compliance Obligations;
   (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
   (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
   (iv) any agreement or treaty between Authorities;
(n) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
(o) meeting any obligations, demand or request from Authorities;
(p) enabling our actual or proposed assignee, or participant or sub-participant of our rights in respect of you to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
(q) maintaining our or HSBC Group's overall relationship with you; and
(r) any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF YOUR INFORMATION OTHER THAN PERSONAL DATA

We may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any of Your Information (other than Personal Data) to all such persons as we may consider necessary (wherever located) including:

(a) any member of the HSBC Group;
(b) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
(c) any Authorities;
(d) anyone acting on behalf of you, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you);
(e) any party acquiring an interest in or assuming risk in or in connection with the Services;
(f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and
(g) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group.