

# The Hongkong and Shanghai Banking Corporation Limited

## PERSONAL OVERDRAFT FACILITY TERMS AND CONDITIONS

If we approve your application for Personal Overdraft facility (the "**Overdraft Facility**"), we will notify you by letter. The Overdraft Facility is provided subject to the following terms and conditions:

1. You are required to observe and you will be bound by:
  - (a) our ATM Card Terms and Conditions;
  - (b) our General Terms and Conditions; and
  - (c) these Personal Overdraft Facility Terms and Conditions (these "**Terms and Conditions**").

The provisions in these Terms and Conditions prevail over the provisions in the ATM Card Terms and Conditions and the General Terms and Conditions to the extent of any inconsistency between them.

2. You are required to pay an annual non-refundable service fee on the current overdraft limit. This service fee will be calculated at the rate which we set from time to time. We will debit this service fee from the Overdraft Account immediately upon approval of the Overdraft Facility, and then annually thereafter.
3. You are required to pay interest on the Overdraft Facility at the rate which we will set from time to time. We also have the right to vary such rate without giving any reasons from time to time. We will debit the interest monthly from the Overdraft Account.
4. You should notify us in writing of any change in your name, address or employment.
5. If you have any difficulty in repaying any amount outstanding under the Overdraft Facility, you should notify us as soon as possible.
6. If you will be absent from Hong Kong for more than one month, you will make arrangements to repay any amount outstanding under the Overdraft Facility that may fall due during your absence.
7. If we consider necessary, we have the right to contact all relevant parties to verify or obtain any other information about you either verbally or in writing from time to time.
8. We have the right, at any time, to:
  - (a) review the Overdraft Facility;
  - (b) demand immediate repayment in full of all amounts owing by you to us under the Overdraft Facility and withdraw the Overdraft Facility;
  - (c) cancel or suspend the Overdraft Facility; and
  - (d) not permit drawings in relation to the Overdraft Facility.

We may exercise such right for any reason, including where you are a salaried employee and no regular monthly salary is remitted into your account with us.

9. If you fail to pay any amount to us when due or if you breach these Terms and Conditions, we may enforce our rights or pursue remedies to collect or recover any outstanding amount under the Overdraft Facility. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in demanding, collecting or recovering any outstanding amount.
10. Payments without deduction
  - (a) All payments to us under or in connection with the Overdraft Facility (including outstanding amount on the Overdraft Account, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with the Overdraft Facility. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with the Overdraft Facility.
  - (b) You agree that any termination of the Overdraft Facility is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of the Overdraft Facility, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if the Overdraft Facility is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with the Overdraft Facility, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated the Overdraft Facility.

- (c) You hereby confirm that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of the Overdraft Facility whether under applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country/region where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
- (d) This Clause 10 will continue to be effective after the termination of the Overdraft Facility.
11. In addition to the general right of set-off or other rights conferred by law or under any agreement, we have the right, without prior notice, to
- (a) combine or consolidate any amount outstanding under the Overdraft Facility, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Overdraft Facility, with the balance on any other accounts which you maintain with us; and
- (b) set off or transfer any money standing to the credit of any other accounts you maintain with us in or towards settlement of any amount owing by you to us under the Overdraft Facility and any other amounts payable by you under these Terms and Conditions or in connection with the Overdraft Facility.
12. If you and any other person sign or agree to be bound by these Terms and Conditions:
- (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the Overdraft Facility or these Terms and Conditions; and
- (b) any notice from us to any one of these persons will be considered effective notice to all other persons.
13. 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.
14. These Terms and Conditions are governed by and will be construed according to Hong Kong laws. You submit to the non-exclusive jurisdiction of the Hong Kong courts.
15. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.
16. 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.

## **Definitions**

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

**Overdraft Account** means the account to which the Overdraft Facility has been granted.

**we, us, our** means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

**you** or **your** means the person to whom we grant the Overdraft Facility.

# 香港上海滙豐銀行有限公司

## 「就手錢」私人透支服務條款及細則

如閣下申請私人透支服務（「透支服務」）獲本行批核，閣下將獲專函通知。透支服務將受下列條款及細則規管：

1. 閣下須遵守並將會受下列條款及細則約束：
  - (a) 自動櫃員機卡條款及細則；
  - (b) 一般條款及細則，及
  - (c) 「就手錢」私人透支服務條款及細則（「本條款及細則」）。本行自動櫃員機卡條款及細則及一般條款及細則與本條款及細則如有任何不一致，概以本條款及細則為準。
2. 閣下每年須按當時的透支額支付一筆不可退還的手續費，本行會根據本行不時設定的收費率計算手續費。透支服務獲本行批核後，本行將即時及在隨後的每週年於透支服務戶口中支取手續費。
3. 閣下須按本行不時設定的利率支付透支服務的利息。本行有權不時修訂利率，而無需提供理由。本行將每月於透支服務戶口中支取利息。
4. 閣下的姓名、地址或職業如有任何更改，須書面通知本行。
5. 如閣下在清還透支服務下所欠款項有任何困難，應盡早通知本行。
6. 如閣下將離開香港一個月以上，應在離境前安排清還在將於離港期間到期的透支服務的任何金額。
7. 本行有權可按所需不時聯絡所有有關人士，以口述或書面形式核實或搜集與閣下有關於資料。
8. 本行有權隨時：
  - (a) 檢討透支服務；
  - (b) 要求閣下即時清還當時透支服務下尚欠本行的款額，及撤消透支服務；
  - (c) 取消或擱置透支服務；及
  - (d) 拒絕閣下在透支服務下的提款。本行可因任何原因行使此權利，包括若閣下是受薪僱員但並無固定月薪轉賬誌入閣下於本行的戶口。
9. 如閣下未能清還已到期的欠款，或違反本條款及細則，本行可強制執行本行的權利或採取補救方法收回或追討透支服務下的欠款。本行有權為該等目的聘用代理人或服務供應商。就本行為收回或追討任何欠款而合理地招致並金額合理的所有成本（包括法律費用）及開支，閣下須對本行作出彌償及向本行付還。
10. 不得從付款中扣減款項
  - (a) 所有根據或有關透支服務作出的付款（包括透支服務戶口未清還的結欠、利息、費用及收費）必須全數向本行支付。閣下不得從閣下根據或有關透支服務作出的任何付款中扣除本行欠下閣下的任何款項。如根據適用法律或法規須扣除稅款或類似的收費，或因任何其他原因須作出扣除，或本行之後須根據適用法律或法規退還任何所收到的支付欠款的款項，閣下必須補足差額，以確保本行全數收到根據或有關透支服務應付的款項。
  - (b) 閣下同意，作為終止透支服務的先決條件，本行所收到的還款不會於其後須根據任何適用法律或法規被退還或扣減。當終止透支服務後，若本行之後須根據適用法律或法規退還任何所收到的還款，或當終止透支服務時，若本行並未全數收到償還欠款的款項，則閣下仍然有責任支付差額或任何餘款，以確保本行能全數收到根據或有關透支服務應付的款項，而本行有權向閣下追討該差額或任何餘款，猶如本行從未終止透支服務。
  - (c) 閣下確認，根據香港的適用法律或法規，或任何其他閣下可能居住的國家／國家的適用法律或法規項下有關透支服務的任何預扣稅義務或其他扣減或預扣義務（無論是稅務或任何其他原因的扣減或預扣）均為閣下的責任。閣下將應本行的要求從速向本行提供本行認為滿意的證據，以證明閣下已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果，包括任何機構可能就此向本行作出的任何申索，閣下確保本行不會招致任何損失，並同意應要求對本行作出全部彌償。
  - (d) 本第 10 條於終止透支服務後仍然繼續有效。
11. 除法律或任何合約下授予的任何一般抵銷權或其他權利外，本行亦有權在無需事先通知閣下的情況下：
  - (a) 將任何在透支服務下未清還的款項及閣下在本條款及細則下或因透支服務應付予本行的任何款項與閣下於本行維持的任何其他戶口的結欠合併或綜合計算；及

- (b) 以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉賬，用以清還閣下的透支服務下所欠本行的款項及閣下在本條款及細則下或因透支服務應付予本行的任何款項。
12. 如閣下及任何其他人士簽署或同意受本條款及細則約束：
- (a) 各人須就有關透支服務或本條款及細則的責任及債務共同及各別負責；及
- (b) 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。
13. 本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。
14. 本條款及細則受香港法律規管並按其詮釋。閣下服從香港法院的非專有管轄權。
15. 本條款及細則的英文及中文版本如有任何不一致，概以英文版為準。本條款及細則的任何中文版本僅供參考。
16. 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

## **定義**

**香港**指中華人民共和國香港特別行政區。

**透支服務戶口**指本行授予透支服務的戶口。

**本行或本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

**閣下或閣下的**指獲本行授予透支服務的人士。