The Hongkong and Shanghai Banking Corporation Limited ("we", "us", "our") **香港上海滙豐銀行有限公司**(「本行」、「本行的」)

INWARD TELEGRAPHIC TRANSFER REQUEST TERMS AND CONDITIONS 電匯(匯入)申請條款及細則

Each request for inward telegraphic transfer ("TT") we receive will be subject to the terms and conditions set out below. Each person making a TT request ("you", "your") accepts these terms and conditions and agrees to be bound by them.

- 1. 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).
- 2. We are not responsible for following up any unresponded TT request until we receive your request to follow up.
- 3. A TT request will be valid for one month from the date of our request telex to the overseas bank. If the overseas bank cannot effect payment in accordance with the TT request within one month for any reason, both we and the overseas bank may treat the TT request as null and void. In that case, neither we nor the overseas bank will have any responsibility.
- 4. You are required to pay the TT request charge in advance and bear all applicable telex charges.
- 5. No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce the benefit of any of the provisions of these terms and conditions.
- 6. These terms and conditions are governed by and will be construed according to Hong Kong laws.
- 7. 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.
- 8. You submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 9. These terms and conditions may be enforced in the courts of any competent jurisdiction.

Effective from 29 April 2016

本行收到的每個電匯(匯人)(「電匯」)的申請均受下列條款及細則約束。每位申請電匯的人士(「閣下」、「閣下的」)須接受本條款及細則並同意受其約束。

- 1. 本行無須為(i) 訊息在傳送過程中出現任何遺失、延誤、錯誤、遺漏或更改,及(ii) 訊息被收訊人誤解(或上述任何一項)而負責。
- 2. 在本行收到閣下的通知之前,本行無責任跟進任何沒有回覆的電匯申請。
- 3. 由本行發送予海外銀行的申請電報日期起計,電匯申請的有效期為一個月。如海外銀行因任何原因而無法在一個月內按電匯申請進行付款,本行及海外銀行均可視該電匯申請為無效。在該情況下,本行及海外銀行均無須負任何責任。
- 4. <u>閻下須預先繳付電匯申請收費並承擔所有適用的電報收費。</u>
- 5. 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。
- 6. 本條款及細則受香港法律管轄並按其詮釋。
- 7. 本條款及細則的英文版本與中文版本如有任何不一致,概以英文版本為準。本條款及細則的任何中文版本僅供參考。
- 8. 閣下服從香港法院的非專有管轄權。
- 9. 本條款及細則可在任何具司法管轄權的法院強制執行。

由 2016 年 4 月 29 日起生效