

# The Hongkong and Shanghai Banking Corporation Limited

## ATM CARD TERMS AND CONDITIONS

IMPORTANT! Before you use your ATM Card, please read these Terms and Conditions carefully. By using (which includes activating) your ATM Card, you will be considered to have accepted these Terms and Conditions and will be bound by them. The terms used in this Terms and Conditions are defined at the end.

1. Your ATM Card remains our property. You should return it to us upon our request.
2. We may offer, vary, suspend or withdraw any Service at any time without prior notice. Without limiting our right, we may set daily transaction limits or specify the scope of any Service available in or outside Hong Kong. If you want to use your Card at an ATM outside Hong Kong for cash withdrawals and transfers, you are required to set your ATM daily withdrawal and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels designated by us from time to time.
3. You should not transfer your ATM Card or PIN or allow any other person to use your ATM Card or PIN. You should keep your PIN strictly confidential. You should not write down or keep the PIN on or close to your ATM Card or handle it in any other way that may enable another person to use your ATM Card.
4. (a) You are responsible for all transactions effected by the use of your ATM Card (including all related fees and charges). You should promptly report to us any loss, theft, disclosure or unauthorised use of your ATM Card or PIN, followed by a written confirmation as soon as reasonably practicable. You will be responsible for all transactions effected by the use of your ATM Card before we receive your report.  
(b) If you report loss, theft, disclosure or unauthorised use of your ATM Card or PIN in accordance with Clause 4(a), your maximum liability for unauthorised transactions is HKD500 per ATM Card.  
(c) However, please note that the limit referred to in Clause 4(b) DOES NOT APPLY (and you will be liable for the full amount) in the cases below:
  - (i) if you have knowingly (whether or not voluntarily) permitted any other person to use your ATM Card or PIN; or
  - (ii) if you have acted fraudulently or with gross negligence in using or safeguarding your ATM Card or PIN. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your ATM Card or PIN may be treated as your gross negligence.
- (d) We have no obligation but may issue a replacement ATM Card to you. If we issue a replacement ATM Card, we will charge a handling fee by debiting any Account.
5. We will debit the amount withdrawn, transferred or otherwise disposed of by the use of your ATM Card from the related Account. You will be unable to effect a transaction if there are insufficient funds in the related Account.
6. (a) 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.  
(b) 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.  
(c) We accept an 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 Item is not actually received by us for any reason, we have the right to debit the relevant Account with the appropriate amount plus any charges.
7. We are not liable to you or any other person for the following (or any of them):
  - (a) any delay or failure in providing any of the Services or our equipment or other facilities to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and
  - (b) any consequential or indirect loss arising from or in connection with the use of your ATM Card.
8. We will give prior notice for fees and charges in connection with the use of your ATM Card. We will debit the fees and charges as we consider reasonable from any Account.
9. You authorise us to disclose, in strict confidence, to other institutions (whether in or outside Hong Kong) personal data and information about you. Such disclosure may be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Services relating to your ATM Card.
10. We have the right to vary these Terms and Conditions (including fees and charges) from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless your ATM Card is returned to us for cancellation before the date on which that variation takes effect.

11. We may give notice by way of publication, display at our premises, post or in any other manner we consider appropriate. Notice given in a manner we consider appropriate will be binding on you. You will be considered as having received any notice given by us by post after we have posted it to the address last notified by you:
  - (a) 48 hours after posting (if that address is in Hong Kong); or
  - (b) seven days after posting (if that address is outside Hong Kong).
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 ATM Card, the Services 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. 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.
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 the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

## **Definitions**

**Account** means any account we allow you to access by the use of the ATM Card.

**ATM** means an automated teller machine.

**ATM Card** means any card issued to you by us in relation to any Account which may be used to effect transactions by electronic means, whether at an ATM, a point of sale terminal or other devices as we may make available or accept from time to time.

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

**Item** means any cheque or other monetary instrument which we may accept for deposit.

**PIN** means any personal identification number or code that applies or is used by us to identify you when you access information, give instructions or make a transaction using an ATM Card. A PIN may be designated by us or you.

**Service** means any service which we may provide or procure in relation to an ATM Card.

**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 issue an ATM Card.

## 自動櫃員機卡條款及細則

重要提示！閣下在使用自動櫃員機卡前，請細閱本條款及細則。閣下使用（包括啟動）自動櫃員機卡，即被視為已接受本條款及細則並受其約束。在本條款及細則中使用的詞語的定義載於本條款及細則的末端。

1. 閣下的自動櫃員機卡屬本行所有。閣下須按本行要求將其歸還。
2. 本行可無需事先通知隨時提供、更改、暫停或撤銷任何服務。在不限制本行權利的情況下，本行可設定每日的交易限額或指定任何在香港境內或境外提供的服務範圍。如閣下欲於香港境外的自動櫃員機使用自動櫃員機卡提取現金及進行轉賬，閣下須透過本行不時指定的渠道預先設定閣下在境外自動櫃員機的每日提款及轉賬限額及相應生效期限。
3. 閣下不應轉讓閣下的自動櫃員機卡或私人密碼或容許任何其他人士使用閣下的自動櫃員機卡或私人密碼。閣下應對閣下的私人密碼嚴格保密。閣下不應寫下私人密碼，把它記在自動櫃員機卡上或與自動櫃員機卡一同存放，或以任何其他方式把它處理，以致他人可能使用閣下的自動櫃員機卡。
4. (a) 閣下須為使用閣下的自動櫃員機卡進行的所有交易（包括所有相關的費用及收費）負責。如自動櫃員機卡或私人密碼遺失、被盜、外洩或被未經授權使用，閣下應從速報告，並合理可行地盡快以書面方式確認。閣下須為本行收到閣下的報告之前以閣下的自動櫃員機卡進行的所有交易負責。  
(b) 如閣下按第 4(a) 條報告自動櫃員機卡或私人密碼遺失、被竊、外洩或遭未經授權使用，則閣下就未經授權的交易須承擔的責任每一張自動櫃員機卡最高為港幣 500 元。  
(c) 但請注意，第 4(b) 條提述的限額在下列情況下並不適用（即閣下須負責全數金額）：
  - (i) 如閣下在知情的情況下（不論是否自願）容許任何其他人士使用閣下的自動櫃員機卡或私人密碼；或
  - (ii) 如閣下就使用或保管自動櫃員機卡或私人密碼有欺詐行為或嚴重疏忽。如閣下未有採取本行就使用或保管自動櫃員機卡或私人密碼不時建議的任何安全防範措施，可能被視為閣下的嚴重疏忽。  
(d) 本行無責任但可向閣下補發自動櫃員機卡。如本行為閣下補發自動櫃員機卡，本行可從任何戶口支取手續費。
5. 本行會從相關的戶口扣除以閣下的自動櫃員機卡提取、轉賬或以其他方式處置的金額。如相關戶口中資金不足，閣下即無法進行交易。
6. (a) 閣下可用本行不時接納的方法把任何項目存入閣下的戶口。在存入項目前，閣下須確保該項目表面上妥當。這包括適當地註明日期及已簽妥，而且以大寫及數字填寫的金額一致。  
(b) 本行有權要求閣下在存入項目時提供該項目的詳細資料。閣下須提供準確及完整的詳情。本行有權根據閣下提供的詳細資料發出收據及處理項目。本行亦有權在發出收據後核實閣下提供的任何詳情。如收據與本行核實的結果不符，本行核實的結果為最終結果並對閣下具有約束力。本行有權對適用戶口作出相應調整。  
(c) 被存入戶口的項目須待結算或本行收妥付款後才獲本行接受。本行可在收妥不附帶條件的付款後才讓閣下使用有關款項。如因任何原因本行未有就項目實際收到不附帶條件的付款，本行有權從相關戶口扣除適當金額及任何費用。
7. 本行無需就下列事項（或任何一項）對閣下或任何其他人士負責：
  - (a) 由於或可歸咎於本行合理控制以外的情況而導致本行未有向閣下提供任何服務、設備或其他設施或任何延誤；及
  - (b) 由於使用閣下的自動櫃員機卡而引致或與之有關的相應或間接損失。
8. 有關使用閣下的自動櫃員機卡的收費及費用，本行會給予閣下事先通知。本行會從任何戶口支取本行認為合理的收費及費用。
9. 閣下授權本行在保密的情況下向其他機構（不論在香港境內或境外）披露有關閣下的個人資料及其他資料。披露資料可能由於任何電子轉賬網絡所需或屬適當的或為讓本行能夠提供有關閣下的自動櫃員機卡的服務。
10. 本行有權不時更改本條款及細則（包括收費及費用）。本行會以本行認為適當的方式給予閣下事先通知。除非閣下於更改生效日期前將自動櫃員機卡歸還本行取消，閣下將受有關更改約束。
11. 本行可以刊登、在本行的範圍展示、郵寄或本行認為適當的任何其他方式給予閣下通知。任何以本行認為適當的方式發出的通知均對閣下具約束力。若本行向閣下最後通知的地址郵寄通知，閣下將於下列時限後被視為已收到通知：
  - (a) 郵寄後 48 小時（如屬香港地址）；或
  - (b) 郵寄後七日（如屬香港境外地址）。

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) 各人須就有關自動櫃員機卡、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. 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。

14. 本條款及細則受香港法律管轄並按其詮釋。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，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

## **定義**

**戶口**指本行容許閣下使用自動櫃員機卡存取的任何戶口。

**自動櫃員機卡**指本行就任何戶口向閣下發出的卡，而該卡可透過電子方式進行交易，不論於自動櫃員機、銷售點終端機或本行可不時提供或接受的其他裝置。

**香港**指中華人民共和國香港特別行政區。

**項目**指可為本行接納存入的任何支票或其他金融票據。

**私人密碼**指當閣下以自動櫃員機卡存取資料、給予指示或進行交易時，適用於或本行用以識別閣下的個人識別號碼或密碼。私人密碼可由本行或閣下指定。

**服務**指本行可提供或促致的任何與自動櫃員機卡相關的服務。

**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**指獲本行發出自動櫃員機卡的人士。