

The Hongkong and Shanghai Banking Corporation Limited

*SUPER EASE ACCOUNT TERMS AND CONDITIONS

The holder of a Super Ease Account agrees to be bound by the following Terms and Conditions.

1. Interpretation

- 1.1 Terms and expressions used herein (including the Appendices), unless the context otherwise requires, have the meanings set out in Appendix I attached hereto.
- 1.2 Unless the context otherwise requires, any reference in these Terms and Conditions to:
 - (a) "Clause" or "Appendix" shall be construed as a reference to a clause hereof or an appendix hereto;
 - (b) these Terms and Conditions or any other agreement or document shall be construed as a reference to the same as amended, varied or supplemented from time to time;
 - (c) a statute shall be construed as reference to the same as amended or re-enacted from time to time.
- 1.3 Clause and Appendix herein are for ease of reference only.

2. Services and Accounts

- 2.1 The Customer may, subject to such procedures (including the supply of such documents) as the Bank may specify from time to time, utilise any one or more of the Services at any time by issuing an Instruction in such form as may be acceptable to the Bank. The Bank has the right to do the following (or any of them) and is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer 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.
- 2.2 Unless otherwise specified by the Bank, all Services are provided by, or maintained with, the Bank. Where any Services are to be provided by or maintained with any third party, the Customer may be required to accept specific terms and conditions and the provisions of any mandate(s) applicable thereto as required by the third party.
- 2.3 Where the Customer has set up a direct debit authorisation (including an eDDA (as defined in Clause 2.28)) on an account and no transaction is performed under such authorisation for a significant period of time, the Bank reserves the right to cancel the direct debit arrangement without prior notice to the Customer, even though the authorisation has not expired or there is no expiry date for the authorisation.
- 2.4 A Customer should ensure that all cheques and other monetary instruments (collectively "Items") deposited with the Bank using any means or channels offered or accepted by the Bank are on the face thereof in order before depositing the same with the Bank, including, without limitation, that they are appropriately dated and signed, with the amounts in both words and figures matched. Where the Customer is required to advise, complete or enter details of the Items when depositing the same with the Bank, the Customer agrees that it is the Customer's sole responsibility to ensure that such details being advised, completed or entered by the Customer are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the Customer and the Bank shall be entitled to adjust the Accounts accordingly by debiting or crediting the same as the case may be. All inward remittances, cheques and monetary instruments are accepted for deposit into an Account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the Accounts concerned with the appropriate amounts if, for whatever reasons, any cheques and monetary instruments shall subsequently be returned unpaid or partially paid or where the remittance amounts are not eventually received.
- 2.5 The Customer as beneficiary of any standing instruction agrees that any credit to an account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the Customer authorises the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor's account (e.g. insufficient funds in the transferor's account).
- 2.6 An inward remittance (whether in Hong Kong dollars or in any other currencies) to an account may not be credited to the account on the same day if
 - (a) the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time; or
 - (b) any necessary checking is not completed. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 2.7 The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between Customers or authorised signatories. In addition, the Bank reserves the right to suspend the operation of all or any accounts of the Customer until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that:
 - (a) it holds no valid account mandate; or
 - (b) the Customer (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).
- 2.8 The Bank shall have the right to pay to the Customer any amount withdrawn from the Account by any one or more of the following methods at the Bank's sole discretion, namely:
 - (a) by cash payment in the currency of the Account;
 - (b) by issuing to the Customer a cheque drawn by the Bank on any bank payable in the currency of the Account;
 - (c) any other manner as the Bank shall deem fit.
- 2.9 The Customer will operate the Account in an active and satisfactory manner as required by the Bank from time to time.
- 2.10 The Customer will not operate the Account in such a way as to exceed the credit limit (if available) set by the Bank from time to time in respect of the Account or the credit balance of the Account, as the case may be.
- 2.11 The Bank reserves the overriding right at any time to suspend the facility and/or to demand immediate repayment of any debit balance on the Account outstanding at that time and the right to withdraw any facilities granted in connection with the Account, for any reason including without limitation the situation that no regular monthly salary is autopaid to an account of the Customer with the Bank after granting of such facilities.

* This "Super Ease Account 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.

- 2.12 Interest may be varied by the Bank from time to time at its discretion and will be calculated on a daily basis, (unless otherwise specified by the Bank) at the Bank's prevailing Hong Kong Dollar Savings Account rate, which will accrue to credit balances on the Account. Interest at a rate above zero is payable by the Bank to the Customer and will be credited to the Account monthly. Interest at a rate below zero is payable by the Customer to the Bank and will be debited from the Account monthly. No interest accrues on balances which fall below the minimum deposit amount as determined by the Bank from time to time. The amount of minimum deposit is subject to change without prior notice. Interest accrues on Accounts closed during an interest period only up to the last calendar day before the day of closure.
- 2.13 The Customer will be responsible for all facilities granted by the Bank in respect of the Account and for all related charges hereunder, notwithstanding the termination of this agreement.
- 2.14 (a) For an account with a credit facility, the statement will detail the total amount outstanding on the Account on the statement date ("the Outstanding Debit Balance"), the minimum payment due from the Customer in respect of the Outstanding Debit Balance (being 5% of the Outstanding Debit Balance or, if the Outstanding Debit Balance exceeds the Customer's credit limit, 5% of the credit limit together with the amount by which the Outstanding Debit Balance exceeds the credit limit (if applicable), or HKD100 whichever is greater) ("the Minimum Payment Due") and the date by which payment must be made to the Bank ("the Payment Due Date"). Payment of any part of the Outstanding Debit Balance effected by cheque or other means will be accepted on and subject to the Bank's normal terms and conditions.
- (b) If the Customer fails to pay the Minimum Payment Due by the Payment Due Date, a late charge, which shall be determined by the Bank and which may vary from time to time, will be debited to the Account on the next following statement date.
- 2.15 Interest calculated on a daily basis, at the Bank's prevailing rate (of which the Customer will be advised from time to time) will be payable on any debit balance on the Account and will be debited to the Account at monthly intervals. The Bank reserves the absolute discretion to at any time and from time to time charge different rates of interest to the Account depending on the different circumstances relating to the Customers concerned including, without limitation, whether there is autopay arrangement crediting a Customer's monthly salary to any account of the Customer with the Bank or whether there is regular monthly salary being paid through to any such account through standing Instructions, Hexagon or cheque deposits. The Bank's decision on which debit interest rate is applicable to the Account shall be final and binding on the Customer.
- 2.16 If the Customer gives the Bank an Instruction to pay or withdraw from the Account (i) where there are insufficient funds in the Account and (ii) which, if executed by the Bank, would cause the Account to go overdrawn or over an existing overdraft limit, the Bank will treat this as the Customer's informal request for an unauthorised overdraft and the Bank may:
- (i) refuse the Customer's request and that Instruction and impose a service charge for considering and refusing the Customer's request; or
- (ii) agree to the Customer's request and provide the Customer with an overdraft or an increase to the Customer's existing overdraft. The amount of the overdraft or increase will be subject to the Bank's prevailing interest rate calculated on a daily basis. The Bank may charge an arrangement fee for the overdraft or the increase.
- 2.17 The whole of the outstanding balance on the Account will become immediately due and payable in full to the Bank on termination of this agreement or on the Customer's bankruptcy or death. The Customer or the Customer's estate will be responsible for settling any outstanding on the Account and shall keep the Bank indemnified for all costs (including legal fees) and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to charge interest at its prevailing rate(s).
- 2.18 In the event of any default in the repayment of the facilities and not otherwise the Bank is at liberty to disclose to the Customer's employer the state of the Customer's indebtedness.
- 2.19 The Bank is authorised to contact all relevant parties for verification and/or to obtain any other information about the Customer either verbally or in writing from time to time when it deems necessary.
- 2.20 Without prejudice to the generality of Clause 14 hereof, the Bank reserves the right to, at any time and from time to time with or without notice or cause, cancel, withdraw, suspend, vary, change, add to, supplement or otherwise in respect of any one or more of the Services offered in or under the Account (including not accepting a deposit).
- 2.21 In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong, the Customer:
- (a) acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules and the USD Operating Procedures referred to therein (as the same may be modified from time to time);
- (b) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
- (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US dollar clearing facilities or any such member) of the US Dollar Clearing House or the US dollar clearing facilities or any part of any of them;
- (ii) without prejudice to (i) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).
- 2.22 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the deposit account holders of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:
- (i) In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the deposit account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the deposit account holder, and subject to having recourse to the deposit account holder in the event of dishonour. The purchase of cheques may subject to the condition that the proceeds credited to the deposit account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the deposit account holder in confirmation of the transaction.
- (ii) Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the deposit account once payment is received from the bank abroad.
- (iii) In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the deposit account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.
- (iv) Overseas charges (if any) will be debited to the deposit account under advice to the deposit account holder.

(v) Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next business day.

2.23 Whenever the Customer requests the Bank to effect a funds transfer (e.g. electronic clearing, telegraphic transfer, interbank funds transfer or faster payment), whether via the branch offices of the Bank, the Phonebanking Service, the Bank's internet banking services or other channels or means offered by the Bank at any time and from time to time, the following terms shall apply unless otherwise specified:

- (a) The Bank reserves the right to effect the funds transfer according to its routing arrangement;
- (b) The Bank is at liberty to send funds either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received;
- (c) In the absence of specific instructions to the contrary, the funds transfer will be effected in the currency of the country in which payment is to be made;
- (d) While the Bank will endeavour to give effect to the Customer's requests regarding charges relating to the funds transfer, the Customer understands that the Bank only has discretion regarding its own charges. Where the Customer has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the funds transfer will depend on the practice adopted by the correspondent bank and/or beneficiary bank and/or Participant (as defined in Clause 2.28) involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same;
- (e) The Bank reserves the right to draw the funds on a different place from that specified by the Customer if operational circumstances so require;
- (f) Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the funds transfer on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Customer's account;
- (g) Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country of the correspondent and/or destination banks;
- (h) If a funds transfer is to be processed on a particular date, this processing date should be clearly specified by the Customer when the funds transfer application is submitted to the Bank unless otherwise specified by the Bank;
- (i) Applications for same day value are subject to cut-off times related to the geographical location of the destination and/or the funding arrangement requirements of the settlement banks. This may mean that the Customer's account will be debited before the value day and the Bank will not be responsible for any interest expense or loss as a result;
- (j) The Bank is not responsible to advise the Customer of:
 - any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The Customer is strongly advised to make his own enquiries;
 - any charges which may be imposed by overseas bank or other bank or Participant (as defined in Clause 2.28) and shall not be liable if such information cannot be provided;
- (k) Where payment is to be made in favour of a beneficiary not maintaining an account with the Bank's overseas Group Office or its agents, the Bank or its agent reserves the right to make payment by a means other than the specified routing method in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible to advise the Customer of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent;
- (l) The Bank reserves the right not to accept or otherwise reject an application for a funds transfer without giving reasons;
- (m) Where the Bank has accepted a funds transfer application, it reserves the right not to process the funds transfer, with or without notice, if it is of the opinion that:
 - there is insufficient available funds; or
 - the information given is incorrect, incomplete or is not sufficiently clear; or
 - the processing thereof will be in breach of any applicable laws or regulations; or
 - the Customer has specified additional instructions to the funds transfer which are not provided for by or otherwise acceptable to the Bank.

The Bank cannot be held liable for any loss or damage suffered by any person arising out of payment delay, rejection and/or return, or any delay by the Bank in processing the funds transfer or the Bank's decision in not processing the same for any one or more of the above reasons. The Bank reserves the right to deduct any charges imposed by the receiving bank from the payment amount or any of the Customer's accounts;

- (n) To comply with regulatory and/or international guidelines concerning anti-money laundering and anti-terrorist financing activities, in processing a funds transfer, the Bank may be required to disclose the personal data or other customer information of the Customer, including without limitation the originating account number (where applicable) and the Customer's name, address and other unique reference (such as date of birth or number of personal/corporate identity document) and the Customer hereby authorises the Bank [and any correspondent bank(s) involved] to make such disclosure to any correspondent bank(s) involved, the payee or other appropriate authorities as the Bank (or, as the case may be, any such correspondent bank) considers appropriate;
- (o) The Bank do not have to process any stop payment Instruction received by the Bank even if the Customer's account has not been debited when the Bank receives the Instruction. The Bank may at the Bank's discretion process a stop payment Instruction using commercially reasonable efforts. In that case, the Bank will notify the Customer whether the Bank has successfully executed the stop payment Instruction as soon as reasonably practicable. The Bank will not be able to process any stop payment Instruction for any funds transfer in which the Customer's account has already been debited. The Bank cannot in any event be held liable for any loss or damage suffered by the Customer or any other person arising out of failure to stop any funds transfer notwithstanding receipt of a stop payment Instruction by the Bank;
- (p) In the event that:
 - (a) the Customer debits any account (the "original account") maintained with the Bank 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 the Bank will convert the new currency back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the original account without notice; and
- (q) The Bank is fully authorised to deduct any charges from the original account for the currency exchange referred to in sub-clause (p) above and the Customer shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.

- (r) In giving instructions to make payments or effect transactions by any means accepted by the Bank from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS), the Customer agrees to take reasonably practicable steps to safeguard his own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help the Customer stay vigilant against frauds, scams and deceptions, the Bank may send risk alerts based on the risk warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time.
- 2.24 Where an account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the account.
Accounts with zero balances for a period as set by the Bank from time to time or which remain inactive for a period as set by the Bank from time to time may be closed by the Bank at the Bank's discretion in the absence of the Customer's specific instructions to the contrary.
- 2.25 The Customer accepts that there will be a time lapse between submission of payment application/transaction request involving currency conversion and the processing of such application/request, and the prevailing exchange rates at the time of processing of such application/request (which may vary from the exchange rates at the time of submission) will apply to such application/request. Any exchange rate provided by the Bank at the time of submission of payment application/transaction request is for indication only, the actual exchange rate applicable will be the prevailing exchange rate at the time of processing of such application/request.
- 2.26 For security reasons, the Bank reserves the right to, at any time and without prior notice, delay or not to process any banking instruction not submitted by the account holder in person.
- 2.27 If an Account is closed within such period after the account opening date as specified by the Bank from time to time, the Bank may make a charge at its discretion.
- 2.28 **Fund Transfers (including proxy ID registration, direct debit authorisation and use of the QR code services)**
- (a) Definitions
- Capitalised terms used in this Clause 2.28 apply to the Bank's services relating to funds transfer, including the services the Bank provides in relation to the Faster Payment System shall have the meanings set out below. If any capitalised term used in this Clause 2.28 is not defined below, that capitalised term has the meaning as defined 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 the Bank to its 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 the Customer with the Bank 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"** means Hong Kong Interbank Clearing Limited and its successors and assigns.
- "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 funds transfer services provided by the Bank 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, the Bank or any other Participant or the respective affiliates or group companies, or the Customer is subject or are expected to comply with from time to time.
- (b) Scope of Bank Services and conditions for use
- (i) The provisions of this Clause 2.28 apply to the Bank's service relating to funds transfer, including the services the Bank provides 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.
- (ii) The Bank provides 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. The Bank has 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, the Customer has to accept and follow these conditions and procedures.
- (iii) The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
- (iv) In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
- (v) 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.
- (vi) The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.
- (vii) By requesting the Bank to register any Proxy ID for the Customer in the HKICL FPS or to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL, the Customer agrees to be bound by all the provisions of this Clause 2.28.

- (c) Addressing Service - registration and amendment of Proxy ID and related records
- (i) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Customer has to register a Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Customer.
 - (ii) 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 the Bank to register or amend Proxy ID or any related records for the Customer, the Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
 - (iii) At any time where the same Proxy ID is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorises the Bank to submit the request on behalf of the Customer to HKICL FPS to override the existing Default Account registered in HKICL FPS.

(d) eDDA Service

In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank 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, the Bank will not be notifying the Customer of any changes to the Proxy ID in connection with the eDDA once it has successfully been set up.

(e) QR Code Services

Using the QR Code Services and the Customer's responsibility

- (i) The QR Code Services allow the Customer to scan a QR code provided by the Bank 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. The Customer is fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is 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 the Bank 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, the Customer will need to download the updates himself. Depending on the update, the Customer may not be able to use the QR Code Services until the latest version has been downloaded. The Customer is fully responsible for ensuring the latest version has been downloaded to the Customer's mobile device for the purpose of using the QR Code Services.
- (iv) The QR Code Services are intended for use by the Bank's Customers only. The Bank has the right to cancel the Customer's account for the mobile app and/or block the Customer from accessing the QR Code Services if the Bank discovers that the Customer is 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 the Bank is not licensed or authorised to provide the QR Code Services.
- (vi) The Customer must comply with all applicable laws and regulations that govern the download of the mobile app, or access or use of the mobile app or the QR Code Services.

Security

- (i) The Customer 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 "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the Customer's 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 the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.
- (ii) The Customer is fully responsible for all instructions or requests given by it or any other person authorised by it during the use of the QR Code Services.
- (iii) The Customer is fully responsible for ensuring that the information shown or stored on the mobile device is kept secure.
- (iv) If the Customer knows or suspects that any other person know any security details, or has used or tried to use them, or if the Customer's mobile device is lost or stolen, the Customer must notify the Bank as soon as reasonably practicable.

The Bank's responsibility and restriction of liability

- (i) While the Bank makes commercially reasonable efforts to provide the QR Code Services, the Bank is 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. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's mobile device in the use of the QR Code Services. The Bank is not responsible for any loss the Customer may incur as a result of the use of the QR Code Services.
 - (iii) The Customer understands and agrees that:
 - (1) The Customer uses the QR Code Services at the Customer's sole risk. To the maximum extent permitted by law, the Bank expressly disclaims all warranties and conditions of any kind, whether express or implied.
 - (2) The Customer downloads or obtains any material or information through the use of the QR Code Services at the Customer's sole risk and discretion. The Customer is solely responsible for any damage to the Customer's 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.
- (f) Collection and use of Customer Information
- (i) For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information (as applicable) relating to one or more of the following persons from time to time:
 - (1) the Customer;
 - (2) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and
 - (3) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of its directors, officers, employees, authorised persons and representatives,

all personal data and information (as applicable) provided to the Bank or compiled by the Bank from time to time in connection with the Bank Services are collectively referred to as "Customer Information".

- (ii) The Customer agrees (and, where applicable, for and on behalf of each of its directors, officers, employees, authorised persons and representatives) that the Bank 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:
 - (1) providing the Bank Services to the Customer, maintaining and operating the Bank Services;
 - (2) processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;
 - (3) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (4) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (5) purposes relating to any of the above.
- (iii) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank 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.
- (iv) If the Customer Information includes personal data or other information of any person other than the Customer, the Customer confirms that it 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, the Bank and the other Participants as specified in this clause.
- (g) Customer's responsibilities regarding HKICL FPS
 - (i) Present genuine owner or authorised user of Proxy ID and accounts
The Customer can only register his own Proxy ID for the Customer's own accounts or set up eDDA for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Customer in relation to the Faster Payment System, the Customer confirms that it is 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.
 - (ii) Proxy ID
Any Proxy ID to be registered by the Customer 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 the Customer as contact information on the Bank's records at the relevant time.
 - (iii) Correct information
 - (1) The Customer has to ensure that all the information provided by the Customer 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. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.
 - (2) The Customer is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.
 - (3) The Customer acknowledges that the Bank, 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 the Customer's consent.
 - (iv) Timely updates
The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Proxy ID (or related records) or any eDDA setup, including without limitation changing the Default Account, or terminating any Proxy ID or eDDA. The Customer acknowledges that keeping the 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.
 - (v) Change of Default Account
If an account is terminated as the Default Account by the Customer 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 the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where it maintains that other account.
 - (vi) Transactions binding on the Customer
 - (1) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.
 - (2) For any Proxy ID registration or eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.
 - (vii) Use Bank Services responsibly
The Customer must use the Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:
 - (1) The Customer must comply with all Regulatory Requirements that govern the 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. The Customer 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.
 - (2) In sending remarks or messages to be displayed to recipients or counterparties of any payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer 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.
 - (3) the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that it desires.
 - (viii) Other obligations regarding payments and funds transfers
Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Clause 2.28 and the applicable provisions in these clauses. The Customer has 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.
 - (ix) The Customer is responsible for authorised persons
Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
 - (1) the Customer is responsible for all the acts and omissions of each person authorised by it;
 - (2) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on it; and

- (3) the Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Clause 2.28 that are applicable to the Customer when acting on the Customer's behalf.
- (h) **Bank's responsibilities regarding HKICL FPS**
Where a fund transfer is effected through HKICL FPS, the Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's Instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.
- (i) **Limitation of liability regarding HKICL FPS**
Without limiting or reducing the effect of Clause 15.7:
- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents; and
- (ii) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
- (1) the Customer's failure to comply with the obligations relating to the Bank Services; and
- (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond the Bank's reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by the Bank from the Faster Payment System or Hong Kong Police Force.

3. **Bank-Customer Relationship**

- 3.1 The relationship between the Bank and the Customer is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the Services provided.
- 3.2 The Customer confirms that the Customer is acting as principal in relation to the Services and the Account.

4. **Account Statements**

- 4.1 Statements will be provided to the Customer, unless otherwise requested and subject to any applicable charge, at monthly intervals (or such other intervals as may be determined by the Bank from time to time). No account statement will be provided if an account registers no transactions for the relevant period.
- 4.2 The Customer agrees to examine each Statement provided by the Bank to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person ("errors"). The Customer also agrees that the Statement shall, as between the Bank and the Customer, be conclusive evidence as to the balance shown therein and that the Statement shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof, unless the Customer notifies the Bank in writing of any such errors within 90 days after:
- (i) personal delivery of such Statement to the Customer if it is personally delivered; or
- (ii) the Bank has posted the Statement if it is sent by post; or
- (iii) the Bank has emailed the Statement if it is emailed; or
- (iv) the Bank has placed the Statement in the Personal Internet Banking Profile of the Customer if it is made available therein.

5. **Collection and Disclosure of Customer Information**

5.1 **Definitions**

Terms used in this Clause 5 shall have the meanings set out below.

"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 the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer's 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, beneficiary, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to his 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.

"Customer Information" means all or any of the following items relating to the Customer or a Connected Person, where applicable: (a) Personal Data, (b) information about the Customer, the Customer's accounts, transactions, use of the Bank's products and services and the Customer's relationship with the HSBC Group and (c) Tax Information.

"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 the Bank 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 the Bank 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 the Customer's accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Bank's overall relationship with the Customer, including marketing services or products to the Customer, 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 Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the Customer or a Connected Person.

"Tax Information" means documentation or information about the tax status of the Customer or a Connected Person.

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

5.2 Collection, Use and Sharing of Customer Information

This Clause 5.2 explains how the Bank will use information about the Customer 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 the Customer and other individuals (the "Notice") also contains important information about how the Bank and the HSBC Group will use such information and the Customer should read this Clause in conjunction with the Notice. The Bank and members of the HSBC Group may use Customer Information in accordance with this Clause 5 and the Notice.

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

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 5 or the Notice.

Collection

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

Use

- (b) The Bank and members of the HSBC Group may use, transfer and disclose Customer Information (i) in connection with the purposes set out in this Clause 5, (ii) as set out in the Notice (applicable to Personal Data) and (iii) in connection with matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Customer) ((i) to (iii) are collectively referred to as the "Purposes").

Sharing

- (c) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

The Customer's Obligations

- (d) The Customer agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a member of the HSBC Group.
- (e) The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank 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 such information as set out in this Clause 5 and the Notice (as may be amended or supplemented by the Bank from time to time). The Customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (f) The Bank may store Customer Information locally or overseas, including in the cloud. The Bank apply its global data standards and policies wherever Customer Information is stored. The Customer consents 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 the Bank to use, store, disclose, process and transfer all Customer Information in the manner described in these Terms and Conditions. The Customer agrees to inform the Bank promptly in writing if he is not able or has failed to comply with the obligations set out in (e) and (f) in any respect.
- (g) Where
- the Customer or any Connected Person fails to provide promptly Customer Information reasonably requested by the Bank, or
 - the Customer or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Customer), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

the Bank may:

- (i) be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate its relationship with the Customer;
- (ii) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
- (iii) block, transfer or close the Customer's account(s) where permitted under local Laws.

In addition, if the Customer fails to supply promptly his, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the Customer or the Connected Person, including whether the Customer or a Connected Person is reportable to a Tax Authority, and may require the Bank 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.

5.3 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 the Customer, or on the Customer's behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Customer 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 the identity and status of the Customer or a Connected Person.
- (b) The Bank 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 the Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

5.4 Tax Compliance

The Customer acknowledges that he is solely responsible for understanding and complying with his 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 the Bank or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Customer is advised to seek independent legal and tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Customer's 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 the Bank or members of the HSBC Group.

5.5 Miscellaneous

- (a) In the event of any conflict or inconsistency between any of the provisions of this Clause 5 and those in or governing any other service, product, business relationship, account or agreement between the Customer and the Bank, this Clause 5 shall prevail.
- (b) If all or any part of the provisions of this Clause 5 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 5 in that jurisdiction.

5.6 Survival Upon Termination

This Clause 5 shall continue to apply notwithstanding any termination by the Customer or the Bank or a member of the HSBC Group of the provision of any Services to the Customer, or the closure of any of the Customer's accounts.

6. Bank's Right of Lien and Set-Off

- 6.1 Without prejudice and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the Customer agrees that the Bank may at any time and without prior notice:
 - (a) combine or consolidate the Account with any other account(s) maintained by the Customer with the Bank;
 - (b) apply (even if such application requires breaking of any deposit before its maturity date) any monies held in any currency to the credit of the Account or any other account in the name of the Customer (the "said monies") against any indebtedness of any type whether actual, contingent, present, future or otherwise and whether owed by the Customer solely or jointly with any other person (the "said indebtedness"); and/or
 - (c) refuse to repay when demanded or when the same falls due any of the said monies to the Customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said monies at that time.
- 6.2 If (a) an Account is credited in error; or (b) an Account is credited in anticipation of receiving funds where those funds are not received or the underlying funds transfer is reversed, the Bank is entitled to reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Account, and debit or demand immediate repayment of any loss, damage or expense incurred by the Bank in connection therewith, as appropriate.
- 6.3 The Bank's rights under Clauses 6.1 and 6.2 shall not be affected by the Customer's death or legal incapacity.

7. Joint Accounts

If the Customer comprises of more than one person:

- (a) each of them shall be jointly and severally liable for obligations and liabilities of the Customer hereunder;
- (b) the Bank is authorised to honour and comply with all cheques, promissory notes, orders, bills, directions or receipts which are signed, sealed and/or chopped by any of such persons, whether the related Account be in credit or overdrawn, and to comply with all Instructions or such other directions given for or in connection with the Account, including, without limitation, an Instruction to close the Account unless otherwise agreed with or stipulated by the Bank, and to accept and act upon all receipts for monies deposited with or owing by the Bank on the Account;
- (c) the authorisation in (b) above may be revoked (i) in writing by any of such persons or (ii) upon the mental incapacity of any of such persons;
- (d) any advance to the Customer by way of overdraft or in any manner howsoever with or without security can be made at the request of any of such persons;
- (e) acceptance of any terms and conditions governing any services rendered by the Bank in respect of the Account by any one of such persons will be deemed acceptance by each and all of them and accordingly, such terms and conditions will be binding on each and all of such persons;
- (f) on the death of any of such persons, the Bank will hold any credit balance on the Account to the order of the survivor(s), without prejudice however to any right which the Bank may have arising out of any lien, mortgage, charge, pledge, set-off, counter-claim or otherwise whatsoever, and the Customer agrees to indemnify the Bank in respect of any claim which may be made against the Bank as a result of complying with the survivor(s)' request and authorisation;
- (g) each of them shall be bound by these Terms and Conditions even though (i) any other person or any person intended to be bound hereby is not or (ii) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
- (h) the Bank shall be entitled to deal separately with any one of them on any matter including (i) the variation or discharge of any liability to any extent or (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons;
- (i) items payable to any of such persons may be credited to the Account;
- (j) in respect of a forward date transaction, the Bank will take the Instruction last received by the Bank before it effects the same in its normal course of business as the final Instruction received from the Customer regarding the same;
- (k) any notice hereunder to any one such person will be deemed effective notification to all such persons; and
- (l) words herein denoting the singular only will be deemed to include the plural.

8. Account Card

- 8.1 The Account Card is, and will at all times be, the property of the Bank. The Customer will not permit any other person to use the Account Card and will at all times safeguard the Account Card and keep it under the Customer's personal control. The Bank reserves the right to withdraw, at its discretion, the Account Card and/or any of the services thereby offered at any time without prior notice.
- 8.2 Subject to the provisions of paragraph 8.5, the Customer will be responsible for all transactions effected by the use of the Account Card, whether authorised by the Customer or not.
- 8.3 The related account(s) will be debited with the amount of any withdrawal, transfer and/or other transactions effected by the use of the Account Card. The Customer will maintain sufficient funds in such account(s) to meet any such transactions.
- 8.4 The PIN is strictly confidential and should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Customer should not keep any written record of any PIN in any place or manner which may enable a third party to use the Account Card.

- 8.5 The loss or theft of the Account Card should be reported to the Bank immediately and confirmed in writing as soon as possible. The Customer will be responsible for all transactions effected by use of the Account Card until such notification. The Bank will debit the Customer's account with any cost incurred in issuing a replacement Account Card.
- 8.6 Cash and/or cheques deposited with any automated teller machines ("ATMs") by use of the Account Card will be credited to the related Account subject to subsequent verification by the Bank in its normal course of business. The statement issued by the ATM at the time of the deposit only represents what the Customer purports to have deposited and will not be binding on the Bank. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared.
- 8.7 The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstances beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Account Card.
- 8.8 The Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Account Card provided that prior notice of such charges is given to the Customer.
- 8.9 The Bank reserves the right to disclose, in strict confidence, to other institutions (whether within or outside Hong Kong), such information concerning the Customer's account(s) as may be necessary or appropriate in connection with its participation in any electronic fund transfer network.
- 8.10 Account Card transactions are subject to the respective daily transaction limits as determined by the Bank from time to time.
- 8.11 Account Card transactions which are effected in currencies other than Hong Kong Dollars will be debited to the Account after conversion into Hong Kong Dollars at a prevailing rate as determined by the Bank on the day of conversion.
- 8.12 The Bank accepts no responsibility for the refusal of any merchant establishment to honour the Account Card for whatever reason. Nor will the Bank be responsible in any way for goods or services supplied to the Customer. Complaints against the merchant should be resolved by the Customer with the merchant establishment and no claim by the Customer against the merchant establishment will relieve the Customer from any obligation to the Bank hereunder.
- 8.13 If the Customer uses other services or facilities provided by the Bank (such as the ATM facility), the Customer will also be subject to the terms and conditions applicable to the same (such as the ATM Card Terms and Conditions).

9. Phonebanking Service

- 9.1 The Bank will from time to time determine or specify the scope and features of the Phonebanking Service and to modify, expand or reduce the same at any time and from time to time with or without notice. Where such notice shall, in the sole discretion of the Bank, be given, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, the use of direct mailing material, advertisement or branch display.
- 9.2 The Bank is authorised to act on the Telephone Instructions of the Customer. Each of the Debit Accountholders and the Customer agrees that:
 - (a) the Bank is authorised to act on any Telephone Instructions which the Bank at its sole discretion believes emanate from the Customer by the use of the PIN and the Bank shall not be liable for acting in good faith from Telephone Instructions which emanate from unauthorised individuals and shall not be under any duty to verify the identity of the person(s) giving Telephone Instructions purportedly in the name of the Customer;
 - (b) the Customer shall undertake to keep the PIN strictly confidential at all times and that shall include, without limitation, not disclosing the PIN to any third party under any circumstances or by any means whether voluntarily or otherwise and not to keep any record of the PIN in any place or manner. The Customer shall report to the Bank immediately upon losing the PIN or realising it has fallen into the hands of any unauthorised party;
 - (c) each related Debit Accountholder shall ensure that there are sufficient funds or pre-arranged credit facilities in the Account or Debit Accounts for the purpose of the Telephone Instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such Telephone Instructions due to inadequacy of funds and/or credit facilities provided always that, if the Bank at its sole discretion shall decide to carry out the Telephone Instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to the related Debit Accountholder(s) and each related Debit Accountholder shall be responsible for the resulting overdraft, advance or credit thereby created;
 - (d) any exchange rate or interest rate quoted by the Bank in response to a Telephone Instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction and such confirmed exchange rate or interest rate, if accepted by the Customer through the Phonebanking Service, shall be absolutely binding on the Customer notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication;
 - (e) the Bank shall not be liable to the Customer or any Debit Accountholder for any failure to carry out any Telephone Instruction which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer or any Debit Accountholder for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of any Telephone Instructions; and
 - (f) the Customer and each Debit Accountholder shall jointly and severally keep the Bank indemnified at all times against, and to save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting Telephone Instructions and acting or failing to act thereon unless due to the wilful default of the Bank, such indemnity shall continue notwithstanding the termination of the Account.
- 9.3 The Customer shall notify the holder of the Credit Accounts and Debit Accounts or such other accounts not designated as Credit Accounts but to which the Customer has transferred money using the Phonebanking Service of the details of the transactions performed pursuant to Telephone Instructions. The Bank shall not be responsible to the Customer or any other person for giving any such notice.
- 9.4 The Customer understands and acknowledges that Telephone Instructions may not necessarily be processed by the Bank immediately or on the same day of the giving of such Telephone Instructions due to system constraint or the banking procedures of the Bank. The Customer agrees that the Bank shall not be held responsible to the Customer or any other person for effecting such Telephone Instructions at a later time and the Bank's decision as to when to effect the said Telephone Instructions shall be final and binding on the Customer.
- 9.5 Other Applicable Terms
All agreements, terms and conditions governing the respective accounts, services and products offered under or otherwise covered by the Phonebanking Service at any time and from time to time will continue to apply unless otherwise advised by the Bank. In the event that such agreements, terms and conditions are inconsistent with this Clause 9, the provisions set out in this Clause 9 will prevail to the extent of the inconsistency.

10. Drop & Go Counter Service (applicable to Customer who uses the Bank's Drop & Go Counter Service)

10.1 Service

- (a) The Drop & Go Counter Service allows the Customer to conduct certain banking transactions by submitting the applicable documents and relevant items at designated "Drop & Go Counters" of the Bank for processing by the Bank in accordance with its normal procedures relating to the Drop & Go Counter Service.
- (b) The Customer must ensure and hereby undertakes that all documents and items submitted under the Drop & Go Counter Service are complete, accurate and duly signed where applicable.
- (c) The scope of the Drop & Go Counter Service shall be as determined and notified (via such means of communication as the Bank shall decide) by the Bank from time to time and may include, but not necessarily and among other things, the deposit of Hong Kong dollar banknotes, coins, and the submission of telegraphic transfer applications.
- (d) The Customer shall utilise the Drop & Go Counter Service in accordance with its governing terms and conditions and such other Instructions, guidelines and directions that the Bank shall issue from time to time.

10.2 Deposits

Where the Drop & Go Counter Service allows for the deposit of banknotes, coins and cheques (collectively "Deposits" and each a "Deposit"), the following terms shall apply:

- (a) the Bank shall accept responsibility for the banknotes, coins and cheques after the Bank has received, checked and verified the same;
- (b) the Bank will only credit the Deposits into the designated account(s) after the banknote(s), coin(s) and/or cheque(s) concerned have been counted, checked and verified by the Bank in accordance with its practice and which shall be final, conclusive and binding on the Customer; and
- (c) in case of discrepancy between the amount specified in the pay-in slip and the amount of banknote(s), coin(s) and/or cheque(s) submitted (as counted, checked and verified by the Bank) or if any banknote(s), coin(s) and/or cheque(s) submitted is/are not accepted by the Bank for any reason including, without limitation, in cases where the banknote(s) or coin(s) is/are suspected to be counterfeit, the Bank is only required to credit the amount of banknote(s), coin(s) and/or cheque(s) as counted, checked, verified and accepted by the Bank to the designated account(s) and which shall be final, conclusive and binding on the Customer.

10.3 Others

- (a) The Customer shall indemnify the Bank against all loss, damages, claims, proceedings, liabilities, costs (including legal costs on a full indemnity basis) and expenses as shall be reasonably incurred or suffered by the Bank arising out of or in connection with the provision of the Drop & Go Counter Service by the Bank and/or the use thereof by the Customer.
- (b) The Bank shall not be liable for any loss, damages or expenses suffered by the Customer arising from its failure or delay in providing the Drop & Go Counter Service and/or the use of the Drop & Go Counter Service by the Customer including, without limitation, any delay in respect of its processing of the documents and items submitted under the Drop & Go Counter Service, including, without limitation, any delay in the counting, checking, verification and acceptance of the banknote(s), coin(s) and/or cheque(s) submitted or the crediting thereof to the designated account(s) or any partial completion of or failure or inability to act on any of the Customer's Instructions or directions in respect thereof for whatever reasons not due to the Bank's gross negligence or wilful default including for reasons outside the Bank's reasonable control. The Bank shall not be liable for any loss of profits, or any indirect or consequential loss, damages or expenses.

11. e-Cheques

11.1 e-Cheques Deposit Services provisions - applicability and definitions

- (a) The provisions in this Clause 11 apply to the Bank's services relating to e-Cheques. The other provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 11. The provisions of this Clause 11 prevail if there is any inconsistency between them and the other provisions of these Terms and Conditions with respect to the e-Cheques Deposit Services.

- (b) For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

"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 the Bank from time to time for presentment of e-Cheques for deposit.

"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-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment 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 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 e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Deposit Services" mean the services offered by the Bank to customers from time to time for depositing e-Cheques.

"Industry Rules and Procedures" means the rules and operating procedures 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 the Bank 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 the Bank 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.

11.2 Nature and scope of e-Cheques Deposit Services

- (a) The Bank may provide e-Cheques Deposit Services at the Bank's discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channel offered by the Bank, in accordance with Clause 11.3 below.

- (c) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time.
- (d) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (ii) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

11.3 e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Deposit Channel provided by the Bank.
- (b) e-Cheque Drop Box Service
 - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
 - (ii) In order to use the e-Cheque Drop Box Service, the Customer is 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. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's 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. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
 - (iv) The Bank gives 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, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- (c) The Bank's Deposit Channel
 - (i) The Deposit Channel is available in the public website of the Bank.
 - (ii) Any e-Cheques presented using the Deposit Channel after the applicable daily cut-off time on a Business Day will be treated as having been received by the Bank on the next Business Day.
 - (iii) After presentment of an e-Cheque using the Deposit Channel, there are other validations and procedures in relation to presentment, clearing and settlement of an e-Cheque and the acceptance by the Bank of an e-Cheque presented using the Deposit Channel itself does not guarantee clearing and settlement.
 - (iv) The Bank will only credit to a Payee Bank Account such e-Cheques presented to the Bank using the Deposit Channel after verification and validation to the Bank's satisfaction, and the Bank's decision is final and binding on the Customer.
 - (v) The Customer shall ensure that an e-Cheque presented to the Bank using the Deposit Channel is complete, accurate, virus free and in a prescribed format acceptable to the Bank from time to time. The Bank has the right not to accept an e-Cheque presented to the Bank using the Deposit Channel without giving any reason.
 - (vi) The Bank has the right to charge or vary the fees relating to the use of the Deposit Channel. The Bank will give the Customer prior notice of new fees or any variation of fees. The Bank may collect fees from the Customer in such manner and at such intervals as the Bank may specify.
 - (vii) In addition to these Terms and Conditions, by using the Deposit Channel, the Customer will be considered to have accepted the applicable terms and conditions published on the public website of the Bank and will be bound by them.
 - (viii) The Bank may specify or vary from time to time (A) the available Deposit Channel(s) without notice; and (B) the terms governing the use of any Deposit Channel.

11.4 Handling of e-Cheques, associated risks and the Bank's liabilities

- (a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures 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.
- (b) Limitation of the Bank's liability
 - (i) Except as set out in paragraph (ii) below, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Customer or any other person using the Deposit Channel provided by the Bank to the Customer.
 - (ii) If it is proved that the events in paragraph (i) above was caused by negligence or wilful default of (1) the Bank, (2) the Bank's agents or nominees, or (3) the Bank's officers or employees or that of the Bank's agents or nominees, then the Bank will be liable for any loss and damage the Customer incurs or suffers that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
 - (iii) For clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 - (2) the Customer's failure to comply with his obligations relating to the e-Cheques Deposit Services;
 - (3) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and

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

- (c) The Customer's confirmation and indemnity
 - (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
 - (ii) The Customer will indemnify and reimburse (1) the Bank, (2) the Bank's agents and nominees, and (3) the Bank's officers and employees and that of the Bank's agents or nominees for all actions, proceedings and claims which may be brought by or against the Bank or such persons, and for all losses, damages and reasonable amounts of costs and expenses which the Bank or such persons may incur or suffer as a result of or in connection with the Customer's use or the Bank's provision of the e-Cheques Deposit Services.
 - (iii) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (ii) above was caused by negligence or wilful default of (1) the Bank, (2) the Bank's agents or nominees, or (3) the Bank's officers or employees or that of the Bank's agents or nominees, then the Customer is not liable under paragraph (ii) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
 - (iv) The indemnity in Clause 11.4(c) shall continue after the termination of the e-Cheques Deposit Services, the Account or these Terms and Conditions.

12. Communication Address and Change of Customer's Particulars

- 12.1 The Customer warrants that all particulars given to the Bank (whether in an account opening form or otherwise) are, to the best of the Customer's knowledge, accurate and acknowledges that the Bank may make use of any such particulars recorded with the Bank (including without limitation address, telephone number, email address and fax number) (collectively "Contact Details") as a means of communication with the Customer (whether through letters, telephone calls, SMS, fax, email or otherwise). The Customer undertakes to notify the Bank (in such manner as may be prescribed or accepted by the Bank from time to time) of any change of the Contact Details.
- 12.2 These Terms and Conditions and any communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the customer to the Bank, (where sent by post) 48 hours after posting if such address is in the Hong Kong Special Administrative Region ("HKSAR") and seven days after posting if such address is outside the HKSAR or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the customer to the Bank. Where the said Terms and Conditions and communications are made available in the Personal Internet Banking Profile of the Customer maintained with the Bank, they shall be deemed to have been received by the Customer once they are made available therein. Communications sent by the customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

13. Account Fee, Charges and Interest

- 13.1 A non-refundable account fee in such amount as the Bank may from time to time determine will be debited to the Account in such manner and at such intervals as the Bank shall decide.
- 13.2 The Bank may impose service fees, facility fees and/or other charges (including without limitation charges on the credit balance of any account) from time to time as the Bank at its sole discretion thinks fit. The Bank's charges, as in effect from time to time, apply to all accounts and a list of such charges is available upon request at any branch of the Bank. The Bank reserves the right to, at any time and without notice, debit any one or more account(s) of the Customer maintained with the Bank for the purposes of settling these service fees, facility fees and/or other charges, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 13.3 The Customer agrees that the Bank may use one or more members of the HSBC Group or other third parties to assist the Bank in providing services to the Customer or fulfilling the Customer's requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to the Bank. Remuneration may also be payable by the Bank to members of the HSBC Group or other third parties where the Customer has been introduced to the Bank by them. Any such payment will not affect the amount of fees and charges payable by the Customer with respect to accounts held with or services rendered by the Bank.
- 13.4 The Customer shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by these Terms and Conditions. The Customer shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:
 - (a) maintaining the accounts for the Customer;
 - (b) providing services to or transacting with the Customer; and/or
 - (c) a breach of any of these Terms and Conditions or any applicable laws and regulations by the Customer.
- 13.5 Where a negative interest rate applies to any currency, the Bank has the right to impose negative interest on credit balances on any account that are denominated in such currency. Where such interest becomes payable by the Customer to the Bank, the Bank is entitled to debit any one or more account(s) of the Customer maintained with the Bank for the purposes of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 13.6 The Bank reserves the right to suspend the Account if the Customer fails to settle any fees, charges or negative interest imposed by the Bank.

14. Termination of Account; Variation of Terms

- 14.1 The Bank may terminate the Account with prior notice (save under exceptional circumstances when termination may be made without notice) and with or without cause.
- 14.2 These Terms and Conditions may, at the Bank's sole discretion, be changed from time to time upon giving the Customer prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the Customer does not close the Account prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such change.

15. Miscellaneous General Provisions

- 15.1 Collecting Agent. The Bank reserves the right to employ collection agent(s) and third parties to collect any outstandings or overdue amount owed by the Customer. The Customer shall keep the Bank indemnified for costs and expenses *including without limitation legal fees, costs of engaging collection agent(s) and such other third parties and other expenses* which are of reasonable amount and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstandings or overdue amount.
- 15.2 Tape Recording. In the course of providing its services, the Bank (or its agent) may need to (but shall not be obliged to) record and monitor verbal Instructions received from the Customer and/or any verbal communication between the Customer and the Bank (or its agent) in relation to such services. The Bank reserves the right to destroy these recording after such period of time as it considers prudent. The Bank (or its agent) may collect, store and analyse recordings of the voice of the Customer to generate a "voice print" that is unique to the Customer, and use this voice print to identify the Customer when the Customer calls the Bank.

- 15.3 **Microfilming/Scanning.** The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.
- 15.4 **Bank's By-laws and Practices.** All Services and Accounts, the interest thereon, service charges and other matters relating thereto, shall be governed, in addition to these Terms and Conditions, by the Rules of Hong Kong Association of Banks and the Bank's by-laws, regulations and practices, brought to the attention of the Customer by display, advertisement or otherwise, as the foregoing are in effect from time to time.
- 15.5 **Waivers and Remedies.** No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to the Bank herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.
- 15.6 **Partial Invalidity.** If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.
- 15.7 **The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the Customer to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.**
- 15.8 **Appointment of Agent.** The Bank may appoint any agent, service provider or sub-contractor to perform any of its obligations hereunder.
- 15.9 **Assignment of Bank.** The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the Customer's agreement.
- 15.10 **Loss of Seal etc.** In the event of loss of the identity document, seal or chop used for operating any Account, the Customer must immediately notify the Bank in writing. The Bank will not be responsible for any payment made prior to receiving such written notice.
- 15.11 **Third Party Rights.** No person other than the Customer and the Bank 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.
- 15.12 **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Note: 1. *In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.*

2. *It is important that you read and understand the above terms and conditions. Please contact us for any enquiry on these terms and conditions.*

Definitions

"**Account**" means the Super Ease Account.

"**Account Card**" means any card in relation to the Account issued to the Customer by the Bank which may be used to effect banking transactions by electronic means, whether at automated teller machines, point of sale terminals or otherwise.

"**Bank**" means The Hongkong and Shanghai Banking Corporation Limited, including its successors and assignees.

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Hong Kong.

"**Customer**" means the person who is the holder of an Account. Where there is more than one such person, references to the "Customer" shall be construed, as the context requires, to any, all or each of them.

"**Credit Account**" means any account (for the purpose of this definition, including but not limited to the Account) maintained with the Bank for the time being designated for the purpose of receiving deposit of funds in relation to the Phonebanking Service.

"**Debit Account**" means, subject to the related Debit Account holder(s) having agreed to the terms of Clause 9, any account (for the purpose of this definition, including but not limited to the Account) maintained with the Bank for the time being designated for the purpose of making withdrawal of funds in relation to the Phonebanking Service.

"**Debit Account holder**" means each account holder of a Debit Account, including for the avoidance of doubt the Customer.

"**HKD**" means Hong Kong dollars.

"**Hong Kong**" means the Hong Kong Special Administrative Region.

"**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(s)**" means each and any instruction given in writing, by telephone, via the automated teller machines, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums as may be acceptable to the Bank from time to time.

"**Personal Data**" means personal information of the Customer or that of any other person provided by the Customer.

"**Phonebanking Service**" means the services provided by the Bank to the Customer as set out in Clause 9 which may be utilised by the Customer through the telephone.

"**PIN**" means the personal identification number or code, or voice print or other biometric credential of the Customer, that applies or is used for the purpose of identification of the Customer in giving instructions to the Bank by telephone or for use with an ATM Card or a Credit Card as applicable. A PIN may be designated by the Bank or the Customer or generated by a security device designated or approved by the Bank or generated by the Bank collecting and analysing the Customer's voice or other biometric credential as shall be applicable.

"**Securities**" or "Security" means such stocks, shares, warrants, bonds, Unit Trusts and other securities.

"**Services**" means any one or more of the services made available to the Customer under the above Terms and Conditions at any time and from time to time including, without limitation, credit facilities and Account Services.

"**Telephone Instructions**" means Instructions given by the Customer by telephone.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

* 「萬用戶口」一般條款

「萬用戶口」的持有人同意遵守下列條款：

1. 詮釋

- 1.1 除非文義上另有需要，否則本條款（包括附錄）的用詞及字眼的含義與本條款附錄 I 所用者相同。
- 1.2 除非文義上另有需要，否則凡本條款提及：
 - (a) 「條款」或「附錄」，應解釋為本條款的條款或附錄；
 - (b) 本條款或任何其他協議或文件，應解釋為該等經過不時修訂、更改或補充的條款、協議或文件；
 - (c) 法令規定，應解釋為經過不時修訂或重新制定的法令規定。
- 1.3 條款及附錄的標題僅為方便參考而加入。

2. 服務及戶口

- 2.1 客戶可按本行不時規定的手續（包括提供規定的文件），隨時以本行可以接受的形式發出指示，以使用一項或多項服務。本行有權作出下列（或其中任何一項）事項，而本行無須對客戶因而招致或蒙受的任何種類的任何損失、成本或損害負責：
 - (a) （如任何指示不是以本行不時接受的形式或方式向本行作出）不執行該指示；
 - (b) 接受或拒絕任何指示或在接受指示時附加任何條款而無須給予任何理由。
- 2.2 除非本行另有規定，否則所有服務均由本行提供，如服務由第三者提供，客戶或須接納特定條款以及第三者規定的適用授權書中的條款。
- 2.3 如客戶已設立的直接付款授權（包括按第 2.28 條定義的電子直接付款授權）的戶口於長時間內未有根據該授權而作出過賬的紀錄，本行保留權利取消該直接付款安排而無須另行通知有關客戶，即使該授權書並未到期或未有註明授權到期日。
- 2.4 凡存入支票及其他貨幣工具（統稱「票據」），包括以任何方式或媒介存入，客戶在存入票據前，須確保所報稱的資料正確無誤，包括但不限於已在票據填妥日期及簽署、金額的大寫與數字須相符。當客戶存入票據時，須要告知本行、填寫或輸入票據的詳細資料，並同意確保所告知、填寫或輸入的資料準確及完整為其責任，而本行有權根據該等資料發出收據。所發出的收據，無論作任何用途，仍須待本行按日常程序核實後方能作實。若存入的票據與本行的核實結果不符，本行的核實結果為最終決定，並對客戶具約束力，而本行有權調整有關的戶口，按情況在戶口中扣取或退還票據。凡已入賬的匯款、支票及票據，仍須待本行收妥款項後方能作實，而本行有權在收妥款項後才完成過戶程序。倘任何支票及貨幣工具其後退回或只有部分被收妥或其金額最終無法收到，無論任何原因，本行保留在有關戶口內扣取適當款項的權利。
- 2.5 作為常行指示受款人的客戶，同意款項雖已入賬，但仍須視乎常行指示付款人的最後付款，並同意若因付款人的戶口情況（如：付款人未備有足夠款項以支付常行指示），該常行指示後來遭退回，本行有權由受款人戶口內照數扣除該入賬。
- 2.6 如 (a) 本行未能在本行不時訂定的截數時間前收到存入戶口的匯入匯款（無論是港幣或是其他貨幣）的付款通知書；或 (b) 任何所需核實程序尚未完成，則該筆匯款或許不能即日存入有關戶口。該筆匯款未確存入有關戶口前，將不獲計算利息。
- 2.7 倘聯名客戶、授權簽署人或董事（如客戶為一家公司）之間出現任何爭執，本行有權將所持有的任何授權書視為暫停生效。此外，若本行認為或有理由懷疑：
 - (a) 本行並無持有有效戶口授權書；或
 - (b) 客戶（以受託人身份持有戶口者除外）並非戶口結餘或戶口所持其他資產的真正擁有人，則本行有權暫停該客戶全部或任何戶口的運作，直至本行認為適當的時間為止。
- 2.8 客戶提取任何數目的款項，本行可全權決定以下列任何一個或多個方法支付：
 - (a) 以戶口的貨幣支付現金；
 - (b) 由本行開具支票支付，該支票的付款人可以是任何一家銀行，並以戶口的貨幣為支付貨幣；
 - (c) 本行認為適合的任何方式。
- 2.9 客戶將依照本行隨時要求的方式，靈活運用戶口。
- 2.10 客戶於運用戶口時，不得超逾本行不時對戶口所規定的信貸限額或戶口的結餘（視乎情況而定）。
- 2.11 本行保留絕對權力可在任何原因下隨時停止貸款便利及／或要求即時償還當時戶口的結欠，及撤銷批予戶口的任何便利，包括但不限於客戶在本行的銀行戶口再無固定月薪入賬的情況下。
- 2.12 本行有權不時自行決定更改利率，（除非本行另行指定）利息將按照本行當行的港元儲蓄戶口息率按戶口的結餘額每日計算。如利率高於零，利息會由本行向客戶支付並每月一次誌存戶口內。如利率低於零，利息會由客戶向本行支付並每月一次從戶口支賬。倘結餘款項少於本行不時釐定的最低存款金額（本行可無須事先通知而作出更改），將不會累算利息。未到結息期銷戶者，其利息將計至銷戶之前一日為止。
- 2.13 即使本協議已終止，客戶須對本行授予戶口的所有貸款便利及在此條款下的全部有關費用負責。

* 如本「萬用戶口」一般條款與本行以任何形式向閣下提供或由本行公布的就有關戶口、產品或服務之任何材料或資料的條文（包括表格、資料概覽、產品資料、客戶通訊、市場及推廣材料中所載資料）有任何不一致，概以本「萬用戶口」一般條款為準。

- 2.14 (a) 如戶口附有信貸便利，結單會列明戶口尚未清償的款項總額（「未償還結欠」），客戶根據未償還結欠須繳付的最低付款額（未償還結欠的 5%，如未償還結欠超過客戶的信貸限額，則須繳付信貸限額的 5% 及超額款項（如適用）；或港幣 100 元，以二者中較高數額為準）（「最低付款額」）及向本行付款的期限（「到期日」）。以支票或其他方式繳付的任何未償還結欠款項，本行得按正常條款接納。
- (b) 如客戶在到期日仍未繳清應付的最低付款額，則須另付本行隨時釐定的有關費用。此收費會在下次結單日從戶口扣除。
- 2.15 利息會依照本行當行利率（客戶將不時獲得通知），按戶口的結欠額每日計算，並自戶口每月支取一次。本行保留絕對酌情權，視乎客戶的不同情況，隨時及不時在戶口以不同利率收取利息；該等情況包括但不限於客戶是否透過自動轉賬方式將其月薪存入客戶於本行的任何戶口，或該等戶口是否透過常行指示、電子銀行服務或支票形式定期收取月薪。而本行所訂定適用於此戶口計算結欠的利率，乃最終決定並對客戶具有約束力。
- 2.16 如客戶向本行發出指示從客戶的戶口進行付款或提款 (i) 而客戶的戶口中並無足夠資金及 (ii) 如本行執行該指示，會導致客戶的戶口透支或超過現有透支限額，本行將視此為客戶就未經授權透支服務的非正式要求，而本行可：
- (i) 拒絕客戶的要求及該指示並就考慮及拒絕客戶的要求徵收服務費；或
- (ii) 同意客戶的要求並向客戶提供透支服務或增加客戶的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算。本行可就透支服務或增加限額徵收手續費。
- 2.17 如本協議已告終止，或客戶破產或逝世，戶口的欠款得視為立即到期，須向本行悉數清付。客戶或其遺產管理人須負責清還戶口的欠款，本行因追討該等欠款所付出的任何費用（包括律師費）及開支，須由客戶或其遺產管理人悉數償還，使本行免受任何損失。在未償還上述款項前，本行有權繼續按當行利率收取利息。
- 2.18 客戶如拖欠還款，本行有權向其僱主透露有關客戶的負債情況。
- 2.19 本行獲授權可按本行所需而隨時聯絡所有有關人士，以口述或書面形式證實及／或搜集與客戶有關的資料。
- 2.20 在不損害第 14 條條款的一般性原則下，本行保留權利無論是否有預先通知或原因隨時及不時對戶口所提供的任何一項或多項服務作出刪去、撤銷、暫停、更改、改變、增加、補充或其他（包括不接受存款）。
- 2.21 有關經由香港美元結算系統交收或結算的美元銀行交易賬項，客戶：
- (a) 確認美元結算系統會依據不時修訂的美元交換所規則及其中提及的美元操作程序運作；
- (b) 同意香港金融管理局無須對客戶或其他人士由於下列原因直接或間接引致的任何類型或性質的索償、損失、損害或開支（包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失）（即使香港金融管理局已知或理應知道其可能存在）負上任何義務或承擔任何法律責任：
- (i) 香港金融管理局（在出於真誠的情況下）或美元結算系統的結算機構、香港銀行同業結算有限公司、或任何美元交換所成員在管理、運作或使用（包括但不限於終止及／或暫停結算機構、美元交換設施或任何該等成員）美元交換所或美元交換設施或其中任何部分時所作出或沒有作出的任何事情；
- (ii) 在不違反上述 (i) 節的情況下，任何有關或根據不時修訂的美元交換所規則及其中提及的美元操作程序所發出的通告、通知或批准。
- 2.22 客戶接受外幣支票作為交易的付款或結賬方式可能會涉及風險。一些國家設有處理結算或託收支票的法例，即使已經結算並已支付給收款人的結算或託收支票，亦有可能被退回。例如，由美國銀行支付的支票，支付銀行如在隨後的六年內發現該支票為冒簽或被冒改，將有權要求收款人退還款項。如為美國國庫支票，可能不設退款期限。本行有權要求存款戶口持有人退還任何被退回或需退款支票的款項。不論該支票是託收票或由本行購買，這追索權在上述退款期限內均為有效。本行根據下列條款及細則接受客戶存入任何外幣支票：
- (i) 在承兌由海外銀行支付的支票時，本行保留決定購買或託收其中任何支票的權利。如購買支票，本行會按當時的買入價承兌，立即將款項存入存款戶口並寄發通知書給存款戶口持有人；如被退票，本行會向存款戶口持有人追回有關款項。此外，本行於購買支票時，會考慮海外銀行結算有關支票所需的時間，並視乎情況而規定客戶必須在支票存入其戶口後的一段時間，才可提取有關款項。為確認此項交易，本行會在寄給存款戶口持有人的存款通知書中說明該段指定時間。
- (ii) 如本行託收支票，本行會根據列載於國際商會刊物第 522 號的規則辦理。待海外銀行支付支票款項後，才將有關款項存入存款戶口。
- (iii) 如本行所購買的支票被退回或所託收的支票其後根據適用的法律及規例所定，需要退還或退款，則本行會由存款戶口支取有關款項，金額將按本行當行的賣出價或原本的買入價計算（以較高者為準），另加任何有關費用。
- (iv) 如海外銀行徵收任何費用，本行會由存款戶口支取有關款項，並寄發通知書給存款戶口持有人。
- (v) 凡於本行不時訂定的截票時間後收到的支票，將於下一個營業日處理。
- 2.23 下列章則條款適用於所有客戶向本行發出的資金轉賬（包括電子結算、電匯、跨行轉賬或快速支付系統）的申請，（包括但不限於透過分行服務、電話理財服務、網上理財服務或其他方式或媒介發出指示），客戶同意如下：
- (a) 本行有權按本行的發送安排處理資金轉賬的申請；
- (b) 本行得隨意用文字或密碼發送資金，如電訊遺失、延誤、錯誤、遺漏或毀壞，或於接獲時有所誤解，本行無須承擔任何責任；
- (c) 除非另有指示，否則資金轉賬將以受款國的貨幣交付；
- (d) 本行只能決定本行資金轉賬的有關費用的處理方式。如客戶要求支付有關的海外或其他銀行的費用，本行會將此要求通知代理銀行。受款人能否收取全數付款，則受有關代理銀行或受款銀行及／或參與者（按第 2.28 條定義）的付款慣例限制，非本行所能控制。本行無須就該等限制承擔責任；
- (e) 如因操作情況所需，本行有權於客戶指定地點以外的其他地點支付此資金；
- (f) 如本行未能提供一確定的匯率報價，會以臨時匯率辦理資金轉賬，並在確知實際匯率時作出調整。任何臨時匯率與實際匯率之間的差額，得視當時情況在客戶的戶口中扣除或歸還；
- (g) 本行匯款部於截數時間（由本行不時訂定）前收到匯款申請，有可能不能在當日處理。同時，本行只會在有關服務能夠提供的情形下，包括（但不限於）有關國家／目的地銀行及有關貨幣的結算系統，方能處理有關申請；
- (h) 如資金轉賬須於指定日期辦理，客戶應在資金轉賬申請書中清楚註明此辦理日期。如客戶未能清楚註明，本行得自行安排處理時間；
- (i) 即日收款的電匯／跨行轉賬申請，須受目的地所在地區的截數時間和結算銀行所要求的付款安排限制。如因該等限制而引致客戶的戶口於收款日前被扣除付款金額，本行無須就該等限制而引致的任何利息支出或損失承擔責任；

- (j) 本行無須知會客戶：
- 有關受款國當地法律或規例所實施的外匯管制或其他類似限制，亦無須就匯款因該等管制及限制而引致的任何損失或延誤承擔責任。客戶應自行查詢有關的規定；
 - 有關海外銀行或其他銀行或參與者(按第 2.28 條定義)可能收取的費用，亦無須就不能提供此項資料承擔責任；
- (k) 如受款人並無在滙豐集團海外分行開有戶口，本行或其代理銀行得保留權利，根據受款國當地的習慣或認可的銀行慣例，用特定發送安排以外的方式交付該款項，本行無須就此知會客戶。如因採用該付款方式而引致延遲支付付款，而該延誤又非本行或其代理銀行所能控制，則本行及其代理銀行無須負任何責任；
- (l) 本行有權在任何情況下不處理或拒絕有關資金轉賬申請而不需給予任何理由；
- (m) 當本行已接受資金轉賬申請，但若本行認為客戶的戶口符合以下情況，本行有權無須給予通知而不處理有關資金轉賬申請：
- 扣款戶口存款不足；或
 - 申請書中的資料不正確、不完整、不清晰；或
 - 該轉賬違反有關法律或規則；或
 - 本行沒提及或不能接納的客戶額外加上的特別指示。

如因以上任何原因導致資金轉賬延誤、拒收、退回或由於本行延誤處理或決定不處理資金轉賬申請而引致損失，本行無須承擔任何責任。本行有權從該款項中或客戶的戶口扣取有關海外銀行或其他銀行可能收取的費用；

- (n) 為遵守有關打擊洗黑錢和恐怖分子籌資活動的規定及／或國際條例，本行在進行資金轉賬交易時，可能有需要透露有關客戶的個人或其他客戶資料，包括但不限於扣款賬戶號碼（如適用）和客戶的姓名、地址及其他獨有的資料（如出生日期或個人／公司身分證號碼）。客戶在此授權本行（和任何相關代理銀行）向本行（或如適用，任何相關代理銀行）認為有需要的任何相關代理銀行，付款人或其他適當監管機構作出此等披露；
- (o) 即使在收到任何止付指示時客戶的戶口仍未被支賬，本行亦可無須處理本行收到的止付指示。本行可酌情在合理的商業情況下處理止付指示。在該情況下，本行會在合理可行的情況下盡快通知客戶本行是否已成功執行止付指示。對於客戶已支賬的戶口的任何資金轉賬，本行將不能夠處理止付指示。儘管本行收到客戶的止付指示，本行並不會就未能成功阻止任何資金轉賬而導致客戶或其他人士的損失負任何責任；
- (p) 假如：
- (a) 本行從任何閣下於本行以指定貨幣（「原本貨幣」）開設的戶口（「原本戶口」）支取，以購入另一種貨幣（「新貨幣」）：
- (i) 以新貨幣進行任何匯款；及／或
 - (ii) 作任何其他交易；及
- (b) 任何指定的購入、匯款或交易或任何與其有關的指示被取消、拒絕或退回，本行會按照現行買入價或本行原本賣出價（以較低者為準）把新貨幣兌回原本貨幣，並將所得款項存入原本戶口而無須作出通知；及
- (q) 本行被完全授權從原本戶口扣除任何上述（p）條提及的貨幣折算的收費，客戶須自行為此貨幣折算而引致的任何種類的一切損失、成本、開支及收費負責。
- (r) 在發出以本行不時接納的方法（例如：電子結算、電匯、跨行轉賬或結算公司快速支付系統）的付款或交易指示時，客戶同意採取合理可行的步驟以保障客戶自身的利益、資金及資產免受欺詐或其他非法活動的損害。客戶每次均有責任查證收款人實屬可靠並且交易實屬真確，以及作出明智的判斷。為協助客戶對欺詐、詐騙和欺騙活動保持警惕，本行可根據從快速支付系統或香港警務處不時接收到的風險警告、訊息及指標發出風險警示。

2.24 倘任何戶口於本行所定義的一段時間內全無進支紀錄（請聯絡本行查詢不同戶口類別的無進支紀錄時間），本行有權限制戶口的使用或修改使用戶口的條件。

如在本行不時設定的期間戶口內結餘為零或無進支紀錄，除非本行收到客戶明確相反指示，否則本行可自行決定結束戶口。

2.25 客戶明白本行不能即時處理涉及外匯兌換的付款申請／交易指示，並接受本行會以處理付款申請／指示當時的現行匯率處理該付款申請／指示，而實際匯率可能與客戶發出申請／指示時的匯率有所差異。本行於客戶發出申請／交易指示時所提供的任何匯率只供參考，實際匯率以處理該申請／指示當時的現行匯率為準。

2.26 基於保安理由，本行保留權利隨時延遲或拒絕處理並非由戶口持有人親身遞交的任何銀行指示，而無須給予預先通知。

2.27 在開立戶口後，如在本行不時指定的期間內結束戶口，本行可酌情收手續費。

2.28 資金轉賬（包括識別代號登記、直接付款授權和使用二維碼服務）

(a) 定義

本第 2.28 條中使用的詞語適用於本行與資金轉賬相關的服務（包括本行提供的與快速支付系統相關的服務），具有下列涵義。本第 2.28 條中使用的詞語如未在以下定義，該詞語的涵義則載於附錄一。

賬戶綁定服務指由香港銀行同業結算有限公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶使用預設的識別代號（而非賬戶號碼）識別一項付款或資金轉賬指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

銀行服務指本行向客戶不時提供的服務（包括二維碼服務），讓客戶使用結算公司快速支付系統及香港銀行同業結算有限公司就快速支付系統不時提供的賬戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉賬。

預設賬戶指客戶於本行或任何其他參與者維持的賬戶，並設置該賬戶為預設賬戶，以便透過識別代號使用結算公司快速支付系統收取付款或資金，或（如香港銀行同業結算有限公司的規則、指引及程序指明或許可並在指明或許可的範圍內）支取付款或資金。

電子直接付款授權指使用結算公司快速支付系統以電子方式設置的直接付款授權。

電子直接付款授權服務指由香港銀行同業結算有限公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。

快速支付系統識別碼指由結算公司快速支付系統產生的並與參與者的客戶賬戶關聯的獨有隨機號碼。

香港銀行同業結算有限公司指香港銀行同業結算有限公司及其繼承人及受讓人。

結算公司快速支付系統或**快速支付系統**指由香港銀行同業結算有限公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作 (i) 處理直接付款及存款、資金轉賬及其他付款交易；及 (ii) 就電子直接付款授權服務及賬戶綁定服務交換及處理指示。

參與者指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持有人或任何其他香港銀行同業結算有限公司不時接納為結算公司快速支付系統參與者的人士。

識別代號指香港銀行同業結算有限公司接納用作賬戶綁定服務登記的識別資料，以識別參與者的客戶賬戶，包括客戶的流動電話號碼或電郵地址，或快速支付系統識別碼。

二維碼服務指由本行不時向客戶提供的二維碼及相關聯的付款及資金轉賬服務。

監管規定指由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所、業界或自律監管團體（不論於香港境內或境外）發出的、而香港銀行同業結算有限公司、本行、任何其他參與者、彼等各自的聯繫公司或集團公司或客戶不時受規限或被期望遵守的任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）、法律、規例或法庭判令。

(b) 銀行服務的範圍及使用條款

- (i) 本第 2.28 條的條文適用於本行有關資金轉移的服務，包括本行提供有關快速支付系統的服務。本條款中的其他條文，凡內容相關而沒與本第 2.28 條的條文有任何不一致，將繼續適用於銀行服務。就銀行服務而言，除另有指明，若本第 2.8 條的條文和本條款的其他條文有任何不一致，均以本第 2.28 條的條文為準。
- (ii) 本行向客戶提供銀行服務，讓客戶使用快速支付系統及香港銀行同業結算有限公司就快速支付系統不時提供的賬戶綁定服務、電子直接付款授權服務及任何其他服務及設施進行付款及資金轉賬。本行有權不時制定或更改銀行服務的範圍及使用銀行服務的條款及程序。客戶須接受及遵守此等條款及程序方可使用銀行服務。
- (iii) 本行可提供銀行服務，以本行不時指定的任何幣種（包括港幣及人民幣）進行付款及資金轉賬。
- (iv) 客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理使用結算公司快速支付系統進行付款或資金轉賬的指示。
- (v) 所有使用結算公司快速支付系統進行的付款或資金轉賬交易將按照銀行同業結算及交收安排（包括但不限於參與者及香港銀行同業結算有限公司不時協議有關快速支付系統的安排）處理、結算及交收。
- (vi) 本行保留隨時暫停或終止部份或全部銀行服務的權利，而無須給予通知或理由。
- (vii) 當客戶要求本行代客戶於結算公司快速支付系統中登記任何識別代號，或代客戶使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉賬，客戶即同意遵守本第2.8條的條文並受其約束。

(c) 賬戶綁定服務－登記及更改識別代號及相關紀錄

- (i) 客戶須於結算公司快速支付系統登記客戶的識別代號，方可經結算公司快速支付系統使用賬戶綁定服務收取付款或進行資金轉賬。
- (ii) 於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照香港銀行同業結算有限公司不時施加的適用規則、指引及程序。客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代客戶登記或更改識別代號或任何相關紀錄。
- (iii) 倘客戶在任何時間為多個賬戶（不論該等賬戶於本行或任何於其他參與者維持）登記相同的識別代號，客戶必須將其中一個賬戶設置為預設賬戶。當客戶指示本行代客戶設置或更改預設賬戶，客戶即同意並授權本行代客戶向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設賬戶。

(d) 電子直接付款授權服務

客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理有關設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的賬戶號碼或客戶識別號碼或代碼設置電子直接付款授權。為免生疑問，識別代號並非為核證設置電子直接付款授權而設。設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。在此情況下，當電子直接付款授權成功設置後，本行將不會通知客戶任何有關識別代號的更改。

(e) 二維碼服務

使用二維碼服務及客戶的責任

- (i) 二維碼服務容許客戶掃描由本行或其他人士提供的二維碼，從而自動收集付款或資金轉賬資料，而無須人手輸入該資料。任何由其他人士提供的二維碼必須符合香港銀行同業結算有限公司指定的規格及標準方能獲接納。在確認任何付款或資金轉賬指示之前，客戶須負全責確保收集得來的資料是準確及完整。就該等付款或資金轉賬資料所含的任何錯誤，本行概不負責。
- (ii) 二維碼服務可在運行本行不時支援及指定的操作系統的流動裝置上使用。
- (iii) 二維碼服務的更新版本可定期透過提供二維碼應用程式的應用程式商店推出。某些裝置會自動下載更新版本。如使用其他裝置，客戶須自行下載更新版本。視乎更新版本，客戶可能在下載最新版本前無法使用二維碼服務。客戶須負全責確保已於客戶的流動裝置下載最新版本，以使用二維碼服務。
- (iv) 本行只向本行客戶提供二維碼服務。倘本行發現客戶不符合使用二維碼服務的資格，本行有權取消二維碼應用程式內客戶的賬戶及/或禁止客戶存取用二維碼服務。
- (v) 本行無意於任何其法律或規例不容許使用二維碼服務的司法管轄區內提供二維碼服務，亦無意於本行未獲發牌或授權在其境內提供二維碼服務的司法管轄區內提供二維碼服務。
- (vi) 客戶必須遵守規管客戶下載二維碼應用程式，或存取或使用二維碼應用程式或二維碼服務的所有適用法律及規例。

保安

- (i) 客戶不得在流動裝置或操作系統供應商支援或保修的配置範圍以外或經修改的任何裝置或操作系統上使用二維碼服務。該等裝置包括已被破解（越獄）或已被破解（超級用戶權限）的裝置。已被破解（越獄）或已被破解（超級用戶權限）的裝置是指未經客戶的流動服務供應商及電話製造商批准而自行解除其所設限制的裝置。在已被破解（越獄）或已被破解（超級用戶權限）的裝置上使用二維碼服務，可能導致保安受損及欺詐交易。在已被破解（越獄）或已被破解（超級用戶權限）的裝置上使用二維碼服務，客戶須自行承擔全部風險，就客戶因而蒙受或招致的任何損失或任何其他後果，本行概不負責。
- (ii) 客戶須就在使用二維碼服務過程中由客戶或獲客戶授權的任何人士發出的指示或要求負全責。
- (iii) 客戶須負全責確保其流動裝置所顯示或儲存的資料受妥善保管。
- (iv) 如客戶知道或懷疑有任何其他人士知悉任何保安資料，或曾使用或企圖使用任何保安資料，或如客戶的流動裝置遺失或被竊，客戶必須在合理切實可行情況下盡快通知本行。

本行的責任及責任限制

- (i) 本行會用商業上合理努力提供二維碼服務，但如未能提供二維碼服務，本行概不負責。
- (ii) 二維碼服務是基於「現在既有狀態」提供，概不就其功能作出任何種類的陳述、保證或協議。本行不能保證在使用二維碼服務時病毒或其他污染或破壞性數據不被傳送，或客戶的流動裝置不被損害。本行對客戶使用二維碼服務而引致任何損失概不負責。

- (iii) 客戶明白及同意：
- (1) 客戶自行承擔使用二維碼服務的風險。在法律容許的最大範圍內，本行明確卸棄所有不論種類的明示或暗示保證及條件。
 - (2) 客戶透過使用二維碼服務下載或獲取任何材料或資料屬個人決定並須自行承擔風險。任何因下載、獲取或使用該等材料或資料而對客戶的電腦或其他裝置造成的任何損害或資料損失，概由客戶負責。
- (iv) 為免生疑問，上文無意排除或限制任何不能合法地排除或限制的條件、保證、權利或責任。
- (f) 收集及使用客戶資料
- (i) 為了使用銀行服務，客戶可能需要不時向本行提供有關下列一名或多名人士的個人資料及其他資料：
- (1) 客戶；
 - (2) 客戶任何付款或資金轉賬的收款人，或客戶設置電子直接付款授權的交易對方；及
 - (3) 如客戶為公司、法團、獨資經營者或合夥公司或任何其他非法團性質的組織，客戶的任何董事、人員、僱員、獲授權人士及代表。
- 本行不時就有關銀行服務獲提供或由本行編制的個人資料及資訊統稱為「客戶資料」。
- (ii) 客戶同意（及如適用，客戶代表客戶的每名董事、人員、僱員、獲授權人士及代表同意）本行可為銀行服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：
- (1) 向客戶提供銀行服務，維持及運作銀行服務；
 - (2) 處理及執行客戶不時有關銀行服務的指示及要求；
 - (3) 披露或轉移客戶資料予香港銀行同業結算有限公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；
 - (4) 按需遵守的監管規定而作出披露；及
 - (5) 任何與上述有關的用途。
- (iii) 客戶明白及同意客戶資料可能被香港銀行同業結算有限公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作銀行服務之用。
- (iv) 倘客戶資料包括客戶以外其他人士的個人資料或其他資料，客戶確認客戶會取得並已取得該人士同意，就香港銀行同業結算有限公司、本行及其他參與者按本條指明的用途使用（包括披露或轉移）其個人資料及其他資料。
- (g) 客戶有關結算公司快速支付系統的責任
- (i) 識別代號及賬戶現時真正的持有人或授權使用人
- 客戶只可為自己的賬戶登記客戶自己的識別代號，亦只可為自己的賬戶設置電子直接付款授權。客戶必須是每項識別代號及每個提供予本行登記使用賬戶綁定服務及電子直接付款授權服務的賬戶現時真正的持有人或授權使用人。當客戶指示本行代客戶登記任何有關快速支付系統的識別代號或賬戶，即確認客戶為相關識別代號或賬戶之現時真正的持有人或授權使用人。這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。
- (ii) 識別代號
- 任何客戶用作登記賬戶綁定服務的識別代號必須符合任何香港銀行同業結算有限公司不時施加的適用要求。例如，香港銀行同業結算有限公司可要求登記作識別代號的流動電話號碼或電郵地址必須與客戶於相關時間在本行紀錄上登記的聯絡資料相同。
- (iii) 正確資料
- (1) 客戶須確保所有客戶就登記或更改識別代號（或任何相關紀錄）或就設置電子直接付款授權提供的資料均為正確、完整、最新的且並無誤導。客戶須於合理切實可行情況下盡快以本行指定的形式或方法通知本行任何對該資料的更改或更新。
 - (2) 在發出每項付款或資金轉賬指示時，客戶須對使用正確及最新的識別代號及相關紀錄負全責。客戶須就不正確或過時的識別代號或相關紀錄導致本行及結算公司快速支付系統作出任何不正確的付款或轉賬負全責並確保本行不致有損失。
 - (3) 客戶承認，本行、其他參與者及香港銀行同業結算有限公司有權在未經客戶的同意下根據已有的資料註銷任何不正確或過時的識別代號。
- (iv) 適時更新
- 客戶有完全責任向本行適時發出指示及提供資料變動或更新，以更改客戶的識別代號（或相關紀錄）或任何電子直接付款授權設置，包括但不限於更改客戶的預設賬戶，或終止任何識別代號或電子直接付款授權。客戶承認，為確保有效地執行付款及資金轉賬指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉賬，備存客戶最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。
- (v) 更改預設賬戶
- 倘客戶或相關參與者因任何原因終止作為預設賬戶的賬戶（包括該賬戶被暫停或終止），香港銀行同業結算有限公司的系統會自動按賬戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設賬戶。客戶如欲設置另一賬戶作為預設賬戶，客戶須透過維持該賬戶的參與者更改登記。
- (vi) 客戶受交易約束
- (1) 就任何付款或資金轉賬，當客戶確認交易詳情並向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對客戶具有約束力。
 - (2) 就登記識別代號或設置電子直接付款授權而言，當客戶向本行發出指示，該指示即屬不可撤銷，並對客戶具有約束力。客戶可按照本行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。
- (vii) 負責任地使用銀行服務
- 客戶必須以負責任的方式使用銀行服務，尤其需要遵守下列責任：
- (1) 客戶必須遵守所有規管客戶使用銀行服務的監管規定，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。客戶不得使用銀行服務作任何不合法用途或非由香港銀行同業結算有限公司的規則、指引及程序授權或預期的用途。
 - (2) 凡向使用結算公司快速支付系統收取任何付款或資金轉賬的收款人或電子直接付款授權設置的交易對方發出會被顯示的備註或訊息，客戶須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。

(3) 客戶不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

(viii) 其他有關付款及資金轉賬的責任

本行將按本第 2.28 條及本條款下的適用條文處理客戶就銀行服務的任何指示。客戶須遵守其他有關付款、資金轉賬及直接付款授權的責任，包括但不限於在相關賬戶存有足夠資金用作不時結清付款及資金轉賬指示。

(ix) 客戶須就授權人士負責

當客戶授權任何其他人士向本行發出有關使用銀行服務的指示或要求（不論客戶為個人、公司、法團、獨資經營者或合夥公司或任何其他非法團性質的組織）：

(1) 客戶須為每名獲客戶授權的人士的所有作為及不作為負責；

(2) 任何本行收到並真誠相信乃由客戶或任何獲客戶授權的人士發出的指示或要求，均屬不可撤銷並對客戶具有約束力；及

(3) 客戶有責任確保每名獲客戶授權的人士均會遵守本第 2.8 條就其代客戶行事適用的條文。

(h) 本行有關結算公司快速支付系統的責任

每當有透過結算公司快速支付系統進行資金轉賬，本行會按香港銀行同業結算有限公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交客戶的指示及要求。結算公司快速支付系統有權按香港銀行同業結算有限公司認為適當的次序或方法處理及執行客戶的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行客戶的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及客戶任何的識別代號（或相關紀錄）或電子直接付款授權設置或任何其他有關快速支付系統事項的狀況更新通知，本行會以其認為適當的方式及時間通知客戶。

(i) 有關結算公司快速支付系統的責任限制

在不限制或減低第 15.7 條的效力下：

(i) 本行無須負責客戶或任何其他人士有關或因使用銀行服務，或有關或因處理或執行客戶就有關銀行服務或結算公司快速支付系統的指示或要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述引致或蒙受的損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責引致；及

(ii) 為求清晰，本行無須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

(1) 客戶未遵守有關銀行服務的責任；及

(2) 結算公司快速支付系統或快速支付系統的任何功能產生或引致的，或本行可合理控制以外的情況引致的任何延誤、無法使用、中斷、故障或錯誤，包括本行從快速支付系統或香港警務處接收到有關懷疑欺詐、詐騙或欺騙的風險警告、訊息及指標的任何延誤或錯誤。

3. 本行與客戶的關係

3.1 本行與客戶基本上為債務人與債權人的關係。但不同的關係會根據本行所提供的服務類別而產生，例如在提供保管服務上，本行與客戶的關係為託管人與委託人。

3.2 客戶確認，客戶是以委託人（而非代理人）身分享用服務及持有戶口。

4. 戶口結單

4.1 除非另有要求，否則本行將每月（或按本行可不時決定的其他期間）向客戶提供結單，並可收取適當費用。若戶口在有關時期內全無進支紀錄，戶口結單將不予提供。

4.2 客戶同意審核本行所提供的結單，檢查有否出現無論任何原因（包括但不限於偽造、冒簽、詐騙、未經授權交易或客戶或任何其他人士的疏忽）而引致的任何錯漏、偏差、未經授權扣款或其他交易或入賬（統稱「錯失」）。客戶亦同意結單是本行與客戶之間就其戶口結餘方面的確實證明，而客戶將受結單的約束，並將視為已同意豁免任何就該結單而向本行提出反對或追討賠償的權利，除非客戶在：

(i) 專人向其送遞戶口結單（如以專人送遞方式發送）；或

(ii) 本行寄出戶口結單（如以郵寄方式發送）；或

(iii) 本行以電郵方式發出戶口結單（如以電郵方式發送）；或

(iv) 本行將戶口結單存放於客戶的個人網上理財戶口（如有提供）

之後的 90 天內，以書面知會本行任何錯失。

5. 收集和披露客戶資料

5.1 定義

出現於本第 5 條的詞語有下列涵義。

「**權力機關**」包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「**合規責任**」指滙豐集團要遵守下列各項的責任：(a) 任何法律或國際指引及內部政策或程序，(b) 權力機關的任何要求或法律下申報、披露或其他責任，及 (c) 要求滙豐集團核實其客戶身分的法律。

「**關連人士**」指客戶以外的人士或單位，而其資料（包括個人資料或稅務資料）由客戶（或客戶代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。**關連人士**可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、受益人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人，或與客戶建立了關係的任何其他人士或單位，而該關係關乎客戶及滙豐集團的關係。

「**控制人**」指控制單位的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人士。就非信託單位而言，指處於相等或類似控制位置的人士。

「**客戶資料**」指所有或任何有關客戶或關連人士的下列各項（如適用）：(a) 個人資料，(b) 關於客戶、客戶的戶口、交易、使用本行產品及服務，及客戶與滙豐集團關係的資料，及 (c) 稅務資料。

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或規避或違反有關此等事宜的任何法律的任何行為或意圖。

「**金融罪行風險管理活動**」指本行或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

「**法律**」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於本行或滙豐集團成員的協議或條約。

「**個人資料**」指任何與一名個人有關的資料而從該等資料可確定該名個人的身分。

「**服務**」包括 (a) 開立、維持及結束客戶的戶口，(b) 提供信貸融資及其他銀行產品及服務、處理申請、信貸及資格評估，及 (c) 維持本行與客戶的整體關係，包括向客戶促銷服務或產品、市場調查、保險、審計及行政用途。

「**主要擁有人**」指直接或間接地享有一個單位多於 10% 的利潤或權益的任何個人。

「**稅務機關**」指香港或外地稅務、納稅或金融機關。

「**稅務證明表格**」指稅務機關或本行為確認客戶的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

「**稅務資料**」指關於客戶稅務狀況或關連人士稅務狀況的文件或資料。

凡提及單數則包括複數，反之亦然。

5.2 收集、使用及分享客戶資料

本第 5.2 條解釋本行如何使用關於客戶和關連人士的資料。適用於客戶及其他個人的關於個人資料（私隱）條例的通知（前稱關於個人資料（私隱）條例的客戶通知）（簡稱「個人資料通知」）亦包含有關本行及滙豐集團如何使用該等資料的重要信息。客戶應一併閱讀本條款及個人資料通知。本行及滙豐集團成員可按本第 5 條及個人資料通知使用客戶資料。

客戶資料不會披露予任何人士（包括其他滙豐集團成員），除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；
- 本行因正當的商業用途需要披露；
- 獲資料當事人同意作出披露；
- 按本第 5 條或個人資料通知所載作出披露。

收集

(a) 本行及其他滙豐集團成員可收集、使用及分享客戶資料。本行或本行代表或滙豐集團代表可要求提供客戶資料。客戶資料可直接從客戶、或從代表客戶的人士或其他來源（包括公開資料）收集，亦可與本行或其他滙豐集團成員可獲取的其他資料產生或組合。

使用

(b) 本行及滙豐集團成員可為下列用途使用、轉移及披露客戶資料：(i) 按本第 5 條所載的用途，(ii) 按個人資料通知（適用於個人資料）所載，及 (iii) 為任何用途（不論是否有意對客戶採取不利行動）而把客戶資料與本行或滙豐集團持有的任何資料進行核對（(i) 至 (iii) 統稱「用途」）。

分享

(c) 本行可因應需要及適當的用途向個人資料通知所載的接收者轉移及披露任何客戶資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

客戶的責任

(d) 不時提供予本行或滙豐集團成員的客戶資料如有任何變更，客戶同意從速（在任何情況下於 30 天內）以書面通知本行。客戶亦同意從速回覆本行或滙豐集團成員就提供客戶資料的任何要求。

(e) 客戶確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意）其已被或會被提供予本行或滙豐集團成員的資料（包括個人資料或稅務資料）按本行不時修改或補充的本第 5 條及個人資料通知所載處理、披露及轉移。客戶須知會該等關連人士他們有權索取及改正其個人資料。

(f) 本行可能將閣下的資料儲存於本地或海外，包括雲端。無論閣下的資料儲存於何處，均受本行的環球資料標準及政策約束。客戶同意本行按本條款及細則所述使用、儲存、披露、處理及轉移所有客戶資料，並會作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。如客戶未能或未有在任何方面遵守 (e) 及 (f) 列出的責任，客戶同意從速以書面通知本行。

(g) 如：

- 客戶或任何關連人士未有按本行合理的要求從速提供客戶資料，或
- 客戶或任何關連人士拒絕給予或撤回任何本行為用途（不包括向客戶促銷或推廣產品及服務有關的用途）處理、轉移或披露客戶資料所需的任何同意，或
- 本行或滙豐集團成員就金融罪行或相關風險產生懷疑，

本行可能：

- 未能向客戶提供新服務或繼續提供全部或部分服務，並保留終止本行與客戶關係的權利；
- 作出所需行動讓本行或滙豐集團成員符合合規責任；及
- 若本地法律許可，封鎖、轉移或結束客戶的戶口。

另外，如客戶未有按要求從速提供客戶或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本行可自行判斷有關客戶或該關連人士的狀況，包括客戶或關連人士需否向稅務機關申報。本行或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並支付有關金額予適當的稅務機關。

5.3 金融罪行風險管理活動

(a) 金融罪行風險管理活動包括：(i) 審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何客戶或替客戶收取或支付的款項；(ii) 調查款項的來源或預定收款人；(iii) 組合客戶資料和滙豐集團持有的其他相關資料；及 (iv) 對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認客戶或關連人士的身分及狀況。

(b) 本行及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理客戶的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對客戶或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟進行金融罪行風險管理活動相關的任何損失，本行及任何滙豐集團成員無需向客戶或第三方負責。

5.4 稅務合規

客戶承諾自行負責了解及遵守客戶在所有司法管轄區有關及因開立及使用戶口或由本行或滙豐集團成員提供的服務引起的稅務責任（包括繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。各關連人士亦以其關連人士身分為自身作出相同承諾。某些國家的稅務法例具跨領域效用，不論客戶或關連人士的居籍、住處、公民身分或成立地方。本行及任何滙豐集團成員均不提供稅務意見。本行建議客戶尋求獨立法律及稅務意見。客戶在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用戶口及本行或滙豐集團成員提供的服務的稅務責任，本行及任何滙豐集團成員均無需負責。

5.5 雜項

- (a) 本第 5 條的條文與下列各項如有任何衝突或不一致，概以本第 5 條為準：
- (1) 客戶與本行之間的任何其他協議；或
 - (2) 規管任何其他服務、產品、業務關係或戶口的條文。
- (b) 本第 5 條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本第 5 條的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

5.6 終止後繼續有效

即使客戶、或本行或滙豐集團成員終止對客戶提供任何服務或客戶的任何戶口結束，本第 5 條繼續有效。

6. 本行的留置權及抵銷權

- 6.1 在不損害及添加於本行對任何戶口所可能擁有的任何一般性留置權，抵銷權或其他因持有抵押而產生的權利的情況下，客戶同意本行可無須事先通知而隨時：
- (a) 將戶口與客戶在本行開立的其他戶口合併或綜合；
 - (b) 運用在任何戶口或客戶持有的其他戶口中的結餘（「該等款項」），以抵銷任何種類的負債（即使因此需要終止未到期的存款），無論該等負債為實有、或有、現有、將有或是否由客戶獨自或與任何其他人士共同欠下（「該等負債」）；及／或
 - (c) 如於有關時間該等負債相等於或超過該等款項，對欠下客戶的款項到期付還或被要求償還時拒予償還。
- 6.2 如本行 (a) 錯誤地將款項存入戶口；或 (b) 因預期將會收到款項而將該等款項存入戶口，卻最終未能收到該等款項，或相關的轉賬被撤銷，則本行有權撤銷全部或部分該等匯入款項（包括任何累算利息）、對戶口作出適當的記項，並支取本行因此而蒙受的任何損失、損害或開支或要求閣下立即償還該等損失、損害或開支（按情況適用）。
- 6.3 本行在第 6.1 條及第 6.2 條條款下的權利不會因客戶逝世或法律上無行為能力而受影響。

7. 聯名戶口

客戶如超過一人：

- (a) 每名客戶的債務及責任均屬共同及個別承擔；
- (b) 本行獲授權承兌及處理客戶中任何一人簽署及／或蓋章的所有支票、期票、匯票、單據、指示或收據，無論有關戶口是否存有餘額或已透支；本行遵照客戶就戶口所發出的所有及其他指示包括可不受限制發出有關取消戶口的指示，除非與本行另行協議或依照本行列明的規定，及收受並處理存入本行或本行所欠戶口的款項；
- (c) 上文 (b) 的授權可 (i) 由客戶中任何一人以書面取消或 (ii) 因客戶中任何一人精神上無行為能力而取消；
- (d) 本行可應客戶中任何一人的要求，以透支或有抵押或無抵押方式，貸款予客戶；
- (e) 如客戶中任何一人接納任何規限本行就此戶口所提供的任何服務的條款，則每個及全部客戶將當作已接納該等條款，並因而受該等條款所約束；
- (f) 如客戶中任何一人逝世，戶口的結存將由在生者持有，惟並不影響本行憑留置權、按揭、抵押、典押、抵銷、反訴或其他一切原因而享有的任何權利，而客戶同意本行如因遵照在生者要求及授權而引致任何索償要求時，客戶願負賠償責任；
- (g) 客戶中每一個人均受本條款約束，即使 (i) 任何其他擬受本條款約束的人士並不受約束或 (ii) 由於欺詐、偽造或其他原因（無論本行是否得悉有關情況）令本條款可能無效或無法對客戶中任何一名或多名人士執行；
- (h) 本行有權與客戶中任何一人分別處理任何事宜，包括 (i) 在任何程度上變更或解除任何責任，及 (ii) 給予時間或其他方面的通融或與客戶中任何一人另作安排，而不損害或影響本行對其他人士的權利、權力及補償；
- (i) 付給任何一人的款項，均可記入戶口；
- (j) 就有關預先發出指示的交易而言，本行會於指定日期按本行日常運作及程序執行該指示，而本行會以在執行該指示前最後收到客戶於該指示發出有關的指示為準；
- (k) 根據此條款發給任何一人的通知，得視為對其全體的有效通知；及
- (l) 此條款中的單數詞當包括眾數用。

8. 戶口卡

- 8.1 戶口卡無論現時及將來任何時間均屬本行所有。客戶將不得容許任何其他人士使用戶口卡，並須隨時將此卡置於客戶的個人控管下。本行保留全權得隨時無須先行通知而撤回戶口卡及／或任何附隨的服務。
- 8.2 除第 8.5 條條款所述情況外，客戶須對所有憑戶口卡進行的交易負責，無論該等交易是否獲客戶授權。
- 8.3 任何憑戶口卡而進行的提款、轉賬及／或其他交易的款額將由有關的戶口支取。客戶須於此等戶口內保持足夠款項以支付該等交易。
- 8.4 私人密碼乃屬嚴格機密，無論在任何情況下或以任何方式，不論自願與否，均不得透露予第三者。客戶不得將其個人密碼的筆寫紀錄存放於任何地方或作任何方式處理，致使第三者得以使用戶口卡。
- 8.5 如戶口卡遺失或被竊，須立即報知本行，並盡速以書面確證。客戶須對所有使用戶口卡進行的交易負責，直至作出上述通知為止。本行補發戶口卡給客戶，將收取所需費用。
- 8.6 透過自動櫃員機卡在自動櫃員機存入的現金及／或支票，記入有關戶口的款項，仍須待本行按日常程序核實後方能作實。自動櫃員機在交易時所發出的入賬單只代表據稱由客戶存入的款項，對本行不具約束力。本行對存入的支票僅作託收處理，若未完成過戶程序，客戶不能取用有關款項。
- 8.7 如由於（無論直接或間接）任何非本行所能控制的糾紛或其他情況而令致本行未能提供或踐行此條款規定的任何服務或職責，本行無須負責。由於或有關使用戶口卡而引致的任何非直接或間接損失，本行概不負責。
- 8.8 本行得由戶口支取有關戶口卡服務的收費，此費用本行得隨時按照合理水平而訂定，但須給予客戶預先通知。
- 8.9 本行保留權利以嚴格機密方式將客戶任何戶口的某些必要或適當的資料透露給其他機構（在本港或以外地區），以便客戶可以使用任何以電子資金轉賬的服務網絡。
- 8.10 戶口卡交易須受本行隨時修定的個別每日交易限額限制。

- 8.11 所有並非以港幣計算的戶口卡交易款額，均根據本行折算當日所釐定的匯率折算為港幣後從戶口扣除。
- 8.12 對於任何商戶拒絕接受戶口卡，無論理由為何，本行概不負責。對於提供予客戶的一切貨物或服務，本行亦不負責。客戶如有任何投訴，應與有關商戶自行解決。客戶向該商戶索取賠償，並不能免除客戶根據本協議而對本行應付的責任。
- 8.13 如果客戶使用本行提供的其他服務或設施（如自動櫃員機服務），客戶須同時受該等服務的有關條款約束（如自動櫃員機卡條款及細則）。

9. 電話理財服務

- 9.1 本行將不時訂定電話理財服務的範圍及細節，並可隨時及不時更改或增減有關服務而無須事先通知。如本行認為有必要發出通知，通知形式將由本行全權決定，形式包括但不限於直接郵遞、廣告或於分行內張貼通告。
- 9.2 本行獲授權按客戶的電話指示提供服務。為此，每位支款戶口持有人及客戶同意：
- (a) 本行獲授權按本行相信乃由客戶使用私人密碼發出的電話指示而辦事，對於本行憑誠信而按未經授權人士的電話指示辦事，本行無須負任何責任。此外，對於報稱以客戶名義而發出電話指示的人士的身分，本行亦無責任進行核實；
 - (b) 客戶在任何時候均應負責將私人密碼嚴格保密，包括但不限於，在任何情況下或以任何方式，無論自願與否，均不得向第三者透露，及不得將私人密碼的紀錄存放於任何地方或作任何方式處理。如遺失私人密碼或發覺私人密碼已落在未經授權人士之手，客戶應立即通知本行；
 - (c) 每位有關的支款戶口持有人應確保戶口或支款戶口內已有足夠款項或預先安排的信用貸款以執行電話指示，如因款項及／或信用貸款不足以致無法執行該電話指示，本行對於因此而引起的一切後果，概不負責。如款項／信用貸款不足但本行仍決定執行該電話指示者，本行可在事前未經有關的支款戶口持有人批准或未通知有關的支款戶口持有人的情況下，依然按該電話指示辦事，惟有關的支款戶口持有人得負責由此而引起的透支、墊支或信貸；
 - (d) 凡本行根據電話指示而作出的任何匯率或利率報價，均屬參考性質，除非本行確認該報價乃作為交易用途，否則本行無須按該報價交易。如使用電話理財服務的客戶接納該確認匯率或利率，則須按該確認報價交易；儘管本行可能同一時間透過其他途徑作出不同的匯率或利率報價，客戶亦不能要求按其他報價交易；
 - (e) 對於無論全部或部分由於本行無法控制的情況，包括儀器失靈或故障而導致本行不能執行電話指示，本行概不對客戶或任何支款戶口持有人負責。無論在任何情況下，客戶或任何支款戶口持有人因本行執行或未有執行電話指示而引致或與此有關的任何非直接或直接損失，本行亦概不負責；及
 - (f) 除因本行蓄意違約外，客戶及每位支款戶口持有人須共同及個別負責賠償本行隨時可能面對或引起的一切法律行動、訴訟、索償、損失、損毀，費用及開支或因此而蒙受的損失，無論此等行為是直接或間接由於或關乎本行接納電話指示或執行或未有執行該等指示，此等責任在戶口終止後仍然生效。
- 9.3 客戶應將本行根據電話指示執行的交易詳情通知受款戶口及支款戶口或非登記受款戶口的持有人。本行將不負責代客戶或任何其他人士發出此等通知。
- 9.4 客戶明白及承認電話指示可能因系統的限制或本行運作程序的影響而未必能夠即時或即日處理。客戶同意本行無須因於較後時間才執行有關的電話指示而向客戶或任何其他人士負上任何責任。本行可自行決定執行上述電話指示的時間，而該等決定將為最終決定並對客戶具有約束力。
- 9.5 其他適用條款
除非本行另行通知，否則一切規管電話理財服務下的相關戶口與服務及產品，或電話理財服務以其他方式包含的相關戶口、服務及產品的協議和條款，均隨時及不時繼續適用。若此等協議和條款與本第 9 條有任何差異，均以第 9 條所載條款為準。

10. 特快專櫃服務（適用於使用本行特快專櫃服務的客戶）

- 10.1 服務
- (a) 特快專櫃服務讓客戶進行若干銀行交易，即在指定的「特快專櫃」遞交適用的文件及相關物品，以供本行根據有關特快專櫃服務的正常程序處理。
 - (b) 客戶必須確保並謹此承諾，透過特快專櫃服務遞交的所有文件及物品，均為完整、準確並在適用情況下妥為簽署。
 - (c) 本行可不時決定並（透過本行決定的溝通途徑）公布特快專櫃服務的範圍，當中可包括但不限於存入港幣鈔票、硬幣，以及遞交電匯申請。
 - (d) 客戶使用特快專櫃服務時，須遵守有關服務的條款細則，以及本行不時發出的其他指示、指引及指令。
- 10.2 存款
- 若特快專櫃服務容許存入鈔票、硬幣及支票（下文統稱為「存款」），則以下條款將適用：
- (a) 本行將於收訖、檢查及核實鈔票、硬幣及支票後，對這些存款承擔責任；
 - (b) 本行只在按常規點算、檢查及核實有關鈔票、硬幣及／或支票後，方會把存款誌入指定戶口。此舉為最終及具決定性，並對客戶具約束力；及
 - (c) 若存款單所示金額與所遞交鈔票、硬幣及／或支票的金額（如本行點算、檢查及核實者）不符，或本行基於任何原因（包括但不限於鈔票或硬幣疑為偽造）不接受所遞交的鈔票、硬幣及／或支票，則本行只須按本行點算、檢查、核實及接受的金額，把該等鈔票、硬幣及／或支票誌入指定戶口。此舉為最終及具決定性，並對客戶具約束力。
- 10.3 其他
- (a) 如因本行提供特快專櫃服務及／或客戶使用此等服務而導致或因而引致本行合理承擔或蒙受任何虧損、損失、索償、訴訟、責任、成本（包括按完全彌償基準支付訴訟費）及開支，客戶須為此彌償本行。
 - (b) 客戶如因本行未能或延遲提供特快專櫃服務，及／或因本身未能或延遲使用特快專櫃服務，包括但不限於本行延遲處理透過特快專櫃服務遞交的文件及物品，包括但不限於延遲點算、檢查、核實及接受所遞交的鈔票、硬幣及／或支票，或將此等存款誌入指定戶口，或基於任何本行嚴重疏忽或蓄意不履行以外的任何原因（包括非本行所能合理控制的原因）而導致部分完成或未能或無法執行客戶有關存款的指示或指令，使客戶蒙受任何虧損、損失或開支，本行概不負責。本行恕不為任何利潤損失，或任何間接或相應虧損、損失或開支承擔責任。

11. 電子支票

11.1 電子支票存入服務條文－適用性及定義

- (a) 本第 11 條的條文適用於本行有關電子支票的服務。本條款及細則中的其他適用於紙張支票或適用於本行一般服務的條文，凡內容相關的且不與本第 11 條的條文不一致的，將繼續適用於電子支票及本行的電子支票存入服務。就電子支票存入服務而言，若本第 11 條的條文跟本條款及細則的其他條文出現不一致，均以本第 11 條的條文為準。
- (b) 就電子支票存入服務為目的，下列詞語具下列定義：
- 「匯票條例」指香港法例第 19 章《匯票條例》，可被不時修訂。
 - 「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。
 - 「存入途徑」指本行不時提供用作出示電子支票以求存入的任何途徑。
 - 「電子支票」指以電子紀錄（按香港法例第 553 章《電子交易條例》定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。
 - 「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。
 - 「電子支票存票服務戶口」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。
 - 「電子支票存票服務條款」指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務及該服務的使用。
 - 「電子支票存入服務」指由本行不時向客戶為存入電子支票而提供的服務。
 - 「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時採用的規則及運作程序。
 - 「受款人銀行」指受款人戶口所在的銀行。
 - 「受款人戶口」就每張使用電子支票存入服務出示以存入的電子支票而言，指本行為電子支票存入服務不時接受由該電子支票的受款人在本行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。
 - 「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

11.2 電子支票存入服務的性質及範圍

- (a) 本行可選擇提供電子支票存入服務。如本行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署本行不時指定的表格及文件。
- (b) 電子支票存入服務讓客戶及其他人士可按下列第 11.3 條使用結算所提供的電子支票存票服務或使用本行提供的存入途徑出示電子支票（不論向客戶或受款人戶口的任何其他持有人支付）以存入本行（作為受款人銀行）。
- (c) 本行可為本行不時指定的貨幣簽發的電子支票，提供電子支票存入服務。
- (d) 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：
- (i) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
 - (ii) 客戶須就電子支票存入服務支付的任何費用。

11.3 電子支票存入服務

- (a) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行提供的存入途徑，出示電子支票以存入本行（作為受款人銀行）。
- (b) 電子支票存票服務
- (i) 電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責履行電子支票存票服務條款下的責任。
 - (ii) 為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許客戶以客戶同名戶口或客戶同名戶口以外的其他戶口作為受款人戶口登記電子支票存票服務戶口。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務戶口出示的所有電子支票負責（包括任何向客戶同名戶口以外的受款人戶口出示的電子支票）。
 - (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向客戶提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如客戶要求，本行可以（但無責任）提供使用客戶電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本行同意提供有關該電子支票的資料。
 - (iv) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。
- (c) 本行的存入途徑
- (i) 存入途徑會於本行的公眾網站提供。
 - (ii) 使用存入途徑在一個營業日適用的每日截數時間後出示的任何電子支票，將被視為本行於下一個營業日收到。
 - (iii) 使用存入途徑出示電子支票後會就該電子支票進行有關出示、結算及交收的其他認證及程序。本行接受使用存入途徑出示電子支票並不保證該電子支票會獲結算及交收。
 - (iv) 本行只會把使用存入途徑向本行出示且經核實及認證後本行認為滿意的電子支票入賬到受款人戶口。本行的決定為最終決定並對客戶具有約束力。
 - (v) 客戶應確保使用存入途徑向本行出示的電子支票為完整、準確、無病毒並符合本行不時接受的指定格式。本行有權不接受任何使用存入途徑向本行出示的電子支票，而不給予理由。
 - (vi) 本行有權收取或更改有關使用存入途徑的費用。本行會事先通知客戶新增費用或任何費用修改。本行可以本行指明的方式及時向客戶收取費用。
 - (vii) 除本條款及細則外，客戶使用存入途徑即被視為已接受在本行的公眾網站公布的適用條款及細則，並受其約束。
 - (viii) 本行可不時指定或更改 (A) 可用的存入途徑而無須通知；及 (B) 規管使用任何存入途徑的條款。

11.4 電子支票的處理、相關風險及本行的責任

(a) 電子支票的處理

客戶須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向客戶簽發的電子支票，以收取款項。

(b) 本行責任的限制

(i) 除下列 (ii) 段所述的情況外，客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過本行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

(ii) 如上述 (i) 段所載的情況證實是因 (1) 本行、(2) 本行的代理或代名人或 (3) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，本行會就客戶直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的任何損失及損害負責。

(iii) 為求清晰，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：

(1) 客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；

(2) 客戶未遵守有關電子支票存入服務的責任；

(3) 按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；及

(4) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及

在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶或任何其他人士負責。

(c) 客戶的確認及彌償

(i) 客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。

(ii) 就因或有關客戶使用或本行提供電子支票存入服務而引致 (1) 本行、(2) 本行的代理及代名人及 (3) 本行的職員或僱員及本行的代理或代名人的職員或僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或該等人士提出，或對本行或該等人士提出），及所有損失、損害及合理的成本及開支，客戶均須對本行及彼等作出彌償及付還。

(iii) 如上列 (ii) 段所載的任何法律行動、訴訟、索償、損失、損害或款項證實是因 (1) 本行、(2) 本行的代理或代名人或 (3) 本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，客戶無須在上列 (ii) 段下就直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的該等法律行動、訴訟、索償、損失、損害或款項負責。

(iv) 上述第 11.4(c) 條的彌償在電子支票存入服務、戶口或本條款及細則終止後繼續有效。

12. 通信地址及更改客戶資料

12.1 客戶保證，其所提供予本行的資料（無論在戶口開戶書或其他文件）就其所知均屬正確，並同意本行可使用此等資料（包括及不限於地址、電話號碼、電郵地址及傳真號碼）（統稱「聯絡資料」），作為與客戶通訊之用（無論以書函、電話、手機短訊、傳真、電子郵件或其他方式）。客戶亦承諾通知本行更改其聯絡資料。

12.2 本條款及細則及以專人派遞、郵遞或傳真、電傳或電郵方式發出的所有通訊，將於下列時間視為已由客戶收妥：若為由專人派遞，於有關人員將通訊送達或留交客戶最後以書面通知本行的任何地址時收妥；若為經郵遞派送，而地址是在香港特別行政區內，於寄出後 48 小時收妥，但若為香港特別行政區以外地址，則於寄出後七日收妥；若為用傳真、電傳或電郵方式發出，於發往客戶最後以書面通知本行的傳真或電傳號碼或電郵地址時即時收到。凡該條款及細則及通訊已存放在客戶開立於本行的個人網上理財戶口內，將被視為已由客戶收妥。任何發給本行的通訊將視為於本行實際收到通訊當日收到。

13. 戶口費用、收費及利息

13.1 本行將以本行決定的方式及期間於戶口中扣除由本行不時釐定及不可退還的戶口費用。

13.2 本行有權自行決定不時向客戶徵收服務費用、貸款費用及／或其他費用（包括在任何情況下就任何戶口的結餘收取費用）。上述的收費適用於所有戶口。有關收費細則可向本行各分行索取。本行保留權利可隨時無須給予客戶通知而扣除客戶在本行的任何戶口以支付應由客戶支付的服務費用、貸款費用及／或其他費用，而無須理會支款戶口是否有足夠款項、透支或信貸，而由此引起透支或動用信貸額將按當時的利率計息及收費。

13.3 客戶同意，滙豐集團旗下一家或多家成員公司或其他第三方可協助本行向客戶提供服務，或履行客戶的要求。此等公司可就提供予本行的服務，收取任何性質的報酬（無論是收費、佣金、回贈或其他付款）。倘客戶經滙豐集團成員或其他第三方介紹予本行，本行亦可向彼等支付報酬。此等報酬不會影響客戶因在本行持有戶口或獲得本行提供服務而應繳的費用及收費金額。

13.4 客戶需遵守章程則條款內不時生效的一切有關戶口活動或交易的法律和規則。客戶需賠償本行由於以下原因而引致的所有責任、損失、成本費、支出及收費（無論是由各種稅項所引致的收費或其他）：

(a) 為客戶保存戶口；

(b) 對客戶提供服務或進行交易；及／或

(c) 客戶違反任何章程則條款或任何可適用的法律和規則。

13.5 如負利息適用於任何貨幣，本行有權就該貨幣的任何戶口內的結餘徵收負利息。如該利息應由客戶向本行繳付，本行有權扣除客戶在本行之任何戶口以支付應由客戶支付之負利息，而無須理會支款戶口是否有足夠款項、透支或信貸，而由此引起透支或動用信貸額將按當時的利率計息及收費。

13.6 客戶如未繳付任何應付的收費或負利息，本行將保留權利暫停其戶口。

14. 終止戶口：更改條款

- 14.1 無論是否有原因，本行可經事先通知（但在特殊情況下無須通知）而終止戶口。
- 14.2 本行可隨時全權修訂本條款。有關修訂將在本行分行以張貼告示或其他任何方式預先通知客戶。如客戶未能於該段通知期結束前取消其戶口，將被視為同意該等修訂。

15. 其他一般規定

- 15.1 收賬公司。本行保留權利僱用收數代理機構及第三者代收客戶的任何欠款或逾期未付的款項。客戶須承擔本行因催繳、追收、提出控訴或追討該等欠款或逾期未付的款項而支付的任何合理費用及開支包括但不限於律師費、僱用收數代理機構（及該等其他第三者）代收而需支付的收賬費或其他開支。
- 15.2 錄音。在提供服務的過程中，本行（或其代理人）可能需要（但非必要）以錄音記錄及監察客戶的口頭指示及／或客戶與本行（或其代理人）在該服務過程中的任何對話。本行保留權利，在本行認為適當的一段時間之後銷毀錄音紀錄。本行（或其代理人）可收集、儲存和分析客戶的話音紀錄，建立客戶獨有的「聲紋檔案」，當客戶致電本行時，本行可以此聲紋檔案識別客戶身份。
- 15.3 縮微攝影／掃描。本行保留將已有縮微攝影／掃描的任何有關的戶口文件銷毀的權利，並可在本行認為適當的一段時間之後銷毀縮微膠卷／掃描紀錄。
- 15.4 本行章則及常規。所有服務和戶口、戶口利息、服務費及其他有關事項，皆受本條款、香港銀行公會規則，及本行的章則、條例及常規的約束。以上各項，可以張貼通告、廣告或其他方式不時公布，通知客戶。
- 15.5 豁免及補償。本行未能或延遲行使本條款所賦予的任何權利、權力或特權，並不構成放棄，而本行行使任何一項或部分該等權利亦不排除本行行使任何其他此等權利或進一步行使此等權利或行使任何其他權利、權力或特權的可能性。本條款所規定的補救措施並不排除任何其他補救措施，而各項及每項補救措施均是累加性的，而且加添於本條款規定下或現時或此後根據法律或衡平法，或由於成文法或其他而存在的其他補救措施。
- 15.6 部分無效。如本條款中任何規定在任何適用法律下被宣稱或裁定為不合法、無效或不可執行時，此等不合法性、無效性或不可執行性均不影響本條款的任何其他規定，此等其他規定仍將全面有效及生效。
- 15.7 如僅由於本行合理控制範圍以外的因素，包括任何機件故障或失靈，而導致本行延遲或無法向客戶提供任何銀行機件，或其他設施或服務，本行概不負責。無論在任何情況下，客戶或任何第三者因此而引起或與此相關的任何間接或最終損失，本行亦概不負責。
- 15.8 委任代理人。本行可委任任何代理人、服務供應商或分包商代本行履行本條款規定的責任。
- 15.9 本行的轉讓。本行可隨時將本條款規定的權利及義務全部或部分轉讓或轉移至任何人士而無須客戶同意。
- 15.10 遺失印章等。如遺失用於戶口的身分證明文件或印章，客戶應立即以書面通知本行。本行對在未收到通知前已支付的任何款項，概不負責。
- 15.11 第三者權利。除客戶及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款的任何條文，或享有本條款的任何條文下的利益。
- 15.12 管轄法律。本條款所載條款受香港特別行政區法律所管轄，並按其詮釋。

注意： 1. 中英文本如有歧義，須以英文本為準。

2. 請閣下細閱及確保明白上述的條款。如對此條款有任何查詢，請與本行聯絡。

定義

「戶口」	指「萬用戶口」
「戶口卡」	指本行就戶口發給客戶而可在自動櫃員機、銷售點終端機或其他地點進行電子銀行交易的任何一種卡。
「本行」	指香港上海滙豐銀行有限公司，包括其繼承人及受讓人。
「營業日」	指銀行在香港開放營業的日子（星期六、日及公眾假期除外）。
「客戶」	指持有戶口的人士。如此等人士超過一位，則客戶一詞將按文義上的需要，視為任何一位、全部或每位人士。
「受款戶口」	指在本行開立而指定用以收取透過電話理財服務所存入的款項的戶口（就本定義所指的意思而言，包括但不限於「萬用戶口」）。
「支款戶口」	指在本行開立而在有關支款戶口持有人同意受第 9 條規限的情況下，指定用以透過電話理財服務提取款項的戶口（就本定義所指的意思而言，包括但不限於「萬用戶口」）。
「支款戶口持有人」	指支款戶口的每名持有人，為免存疑，亦包括客戶。
「港元」	指香港貨幣。
「香港」	指香港特別行政區。
「滙豐集團」	一併及分別地指滙豐控股有限公司、其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義。
「指示」	指以書面、電話，或經自動櫃員機、銷售點終端機或其他電子媒介及／或本行可不時接受的其他方式或媒介而發出的每項及任何指示。
「個人資料」	指客戶的個人資料或由客戶提供的任何其他人士的個人資料。
「電話理財服務」	指本行按第 9 條所載為客戶提供而客戶可透過電話使用的服務。
「私人密碼」	指客戶向本行發出電話指示時識別身分所適用或使用的，或與自動櫃員機卡或信用卡一併使用的個人識別號碼或密碼，或客戶的聲紋檔案或其他生物辨識檔案。私人密碼可以由本行或客戶設定，或在適用情況下由本行設定或批准的保安編碼器產生，或由本行收集及分析後建立客戶的聲紋或其他生物辨識檔案。
「證券」	指股票、股份、認股權證、債股權證、債券、單位信託基金及其他證券。
「服務」	指根據上述適用條款不時及隨時提供給客戶的任何一項或多項服務，包括但不限於信貸便利及戶口服務。
「電話指示」	指客戶以電話發出的指示。

注意：中英文本如有歧義，須以英文本為準。