

The Hongkong and Shanghai Banking Corporation Limited

*GENERAL TERMS AND CONDITIONS

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

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

Section 1: General Conditions

1.1 Definitions and interpretation

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

1.2 Available Accounts and Services

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

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

1.3 Your use of Accounts and Services; your Instructions

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

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

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

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

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

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

1.4 Bank-customer relationship

1.4.1 (a) We are the debtor and you are the creditor of a deposit placed by you with us.

(b) We are the bailee and you are the bailor of an item held by us for you in safe custody such as in a safety deposit box.

(c) Other types of relationship may arise between us depending on the Services provided.

1.5 Account Statements

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

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

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

1.5.3 Review of Account Statements

(a) You should examine and check the accuracy of each Account Statement provided by us. You should see if there is any error, omission, discrepancy, unauthorised debit or irregularity in the entries or transactions shown in each Account Statement, whether caused by forged signature or other forgery, fraud, lack of authority or negligence of any person.

(b) You should notify us of any alleged error, omission, discrepancy, unauthorised debit or irregularity shown in an Account Statement within ninety (90) days after we deliver it by the means set out in Clause 1.5.2 of Part A. If we do not receive any such notice from you within the specified period, (i) the Account Statement will be considered as correct, conclusive and binding on you, and (ii) you will be considered to have waived any right to raise any objection or pursue any remedies against us in relation to that Account Statement.

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

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

1.6 Joint Accounts

- 1.6.1 If an Account is maintained in the joint names of two or more persons, or if a Service is provided to two or more persons:
- (a) You are jointly and severally liable with each other for the obligations and liabilities in connection with the Account, the Service or under these Terms and Conditions.
 - (b) Where any of you are authorised to operate the Account singly, we are authorised to:
 - (i) comply with any Instruction or other directions given by any of you for or in connection with the Account (unless we agree or decide otherwise). This includes an Instruction to close the Account; and
 - (ii) take the Instruction for a forward date transaction last received by us before we effect that transaction in our normal course of business as the final Instruction for that transaction.
 - (c) Upon any of you accepting the terms and conditions governing the Account or Service, each of you will be bound by such terms and conditions.
 - (d) Each of you are bound by these Terms and Conditions and such other terms and conditions governing the Account or Service even if the following deficiencies (or any of them) exist, whether or not we know or ought reasonably to have known about them:
 - (i) any of you or any other person intended to be bound by these Terms and Conditions and such other terms and conditions is not bound; and
 - (ii) any of these Terms and Conditions and such other terms and conditions may be invalid or unenforceable against any one or more of you or any other person due to fraud, forgery or any other reason.
 - (e) We have the right to deal separately with any of you on any matter without limiting or reducing our rights, powers and remedies against the others. This may include (i) varying or discharging any liability to any extent; or (ii) granting time or other indulgence or making other arrangements.
 - (f) Any notice under these Terms and Conditions to any of you will be considered as effective notification to all of you.
 - (g) Without limiting or reducing the effect of Clause 1.10 of Part A, we are authorised, without further consent from any of you, to disclose amongst all of you:
 - (i) any information about the Account which may relate to any period before or after the Account is maintained in your joint names; and
 - (ii) any personal data and other information relating to or provided by any of you.

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

- 1.7.1 If an Account is maintained in the joint names of two or more persons, or if a Service is provided to two or more persons, we are authorised to provide information on or relating to the Account or any Service to any of you in such form and manner and to such extent as we may determine at any time and from time to time.
- 1.7.2 *(Applicable if you are not an individual)* We are authorised to provide information on or relating to the Account or Service to any one or more of the directors, partners or such other persons whom we are satisfied as being members of your governing body (irrespective of whether they are authorised signatories of the Account or Service and, if they are, irrespective of their signing authority with respect to the Account or Service).
- 1.7.3 We have the right to charge an administrative fee for the provision of any information on or relating to an Account or Service.

1.8 Termination or suspension of Services or Accounts

- 1.8.1 (a) You may terminate the Services or an Account by giving us prior written notice of such period as we may accept.
(b) We may terminate with or without giving you notice or reason (i) all or any part of the Services, or (ii) an Account.
- 1.8.2 (a) This Clause 1.8.2 of Part A does not limit or reduce our termination right under Clause 1.8.1 of Part A.
(b) If we are of the opinion that the events set out in paragraph (c) below or any of them (each an "Event of Default") occur, we have the right to suspend or terminate all or any part of the Services or an Account with immediate effect.
(c) The Events of Default are as follows:
 - (i) You breach or fail to perform or observe these Terms and Conditions. This may include your failure to settle any Transaction, pay any amount due or perform any other obligations in relation to the Services or Account.
 - (ii) We are of the opinion or have reason to suspect that (1) we have not been given a valid mandate or (2) you are not the true owner of the Account or otherwise do not have the authority to operate the Account.

1.9 Our right to debit your Accounts; set-off

- 1.9.1 You agree that the amount we owe you does not exceed the net amount of any credit balance held by us on the Accounts after deducting or providing for the total of all liabilities that you owe us on the Accounts or in any respect. The liabilities that you owe us (i) may be actual or contingent, present, future or deferred, primary or collateral and (ii) may be owing by you solely or jointly with any other person.
- 1.9.2 Without limiting or reducing the effect of Clause 1.9.1 of Part A and in addition to and without limiting or reducing any of our rights in law or under any agreement, we are entitled without prior notice to you to do the following (or any of them):
 - (a) debit any amount payable by you to us (including any fees, expenses or interest) from any Account irrespective of whether there are sufficient available funds, overdraft or other facilities in the relevant Account. If any debit causes the relevant Account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with fees, expenses and interest accruing on the outstanding amount at such rate as we may set;
 - (b) withhold, combine or consolidate the balance on your Accounts and set off or transfer any moneys (in the form of credit balance or credit facility) standing to the credit of any Account in or towards settlement of any amount owing by you to us in connection with the Services or under these Terms and Conditions. The amounts owing by you (i) may be actual or contingent, present, future or deferred, primary or collateral, (ii) may be owing by you solely or jointly with any other person, and (iii) may include fees, expenses or interest; and
 - (c) refuse to repay you any moneys in any currency standing to the credit of your accounts maintained with us when due or on demand by you if and to the extent that such moneys are equal to or less than the amount owing by you to us. If we exercise this right with respect to any moneys, such moneys will remain outstanding from us on substantially the terms and conditions in force immediately before we exercise this right or on such other terms as we may consider appropriate.
- 1.9.3 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, we are 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 us in connection therewith, as appropriate.
- 1.9.4 Where you are an individual, our rights under this Clause 1.9 of Part A will not be limited or reduced by your death or legal incapacity.

1.10 Collection and disclosure of your information

1.10.1 Definitions

Terms used in this Clause 1.10 of Part A shall have the meanings set out below. If any term used in this Clause 1.10 of Part A is not defined below, that term shall have the meaning set out in Appendix 1.

Authorities includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.10.2 Collection, use and sharing of Your Information

This Clause 1.10.2 of Part A explains how we will use Your Information. If you are an individual, sole proprietorship, partnership, firm or any other unincorporated body, the Data Privacy Notice/Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance), as applicable (the "**Notice**") also contains important information about how we and the HSBC Group will use Your Information (that are personal data) and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 1.10 of Part A and (if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body) the Notice.

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

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent; or
- it is disclosed in accordance with the terms and conditions set out in this Clause 1.10 of Part A (including Appendix 2 and where applicable, the Notice).

Collection

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

Use

- (b) If you are a corporation (which includes a company), we and members of the HSBC Group may use, transfer and disclose Your Information in connection with the purposes set out in this Clause 1.10 of Part A and/or Appendix 2 (collectively referred to as the "**Purposes**").

If you are not a corporation (for example, if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body), we and members of the HSBC Group may use, transfer and disclose Your Information (i) in connection with the purposes set out in this Clause 1.10 of Part A and/or Appendix 2 (applicable to Your Information other than Personal Data) and (ii) in connection with the purposes set out in this Clause 1.10 of Part A and/or the Notice (applicable to Personal Data) ((i) to (ii) are collectively referred to as the "**Purposes**").

Sharing

- (c) If you are a corporation (which includes a company), we may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients (who may also use, transfer and disclose such information for the Purposes) set out in this Clause 1.10 of Part A and/or Appendix 2.

If you are not a corporation (for example, if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body), we may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients (who may also use, transfer and disclose such information for the Purposes) set out in this Clause 1.10 of Part A, the Notice (applicable to Personal Data) and/or Appendix 2 (applicable to Your Information other than Personal Data).

Your obligations

- (d) You agree to inform us promptly and in any event, within thirty (30) days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.
- (e) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure, use and transfer of their information as set out in this Clause 1.10 of Part A, Appendix 2 and where applicable, the Notice (as any of Clause 1.10 of Part A, Appendix 2 or the Notice may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (f) We may store Your Information locally or overseas, including in the cloud. We apply our global data standards and policies wherever Your Information is stored. You consent and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit us to use, store, disclose, process and transfer all of Your Information in the manner described in these Terms and Conditions. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (e) and (f) in any respect.
- (g) Where
- you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or
 - you or any Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
 - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
- we may:
- (i) be unable to provide new, or continue to provide all or part of the Services to you and reserve the right to terminate our relationship with you;
 - (ii) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and
 - (iii) block, transfer or close your account(s) where permitted under local Laws.
- In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of the Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

1.10.3 Financial Crime Risk Management Activity

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

1.10.4 Tax compliance

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

1.10.5 Miscellaneous

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

1.10.6 Survival upon termination

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

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

1.11 Communications

- 1.11.1 You agree that we may use any contact information provided by you and kept on our records (including address, telephone number, email address (for business accounts only: includes the e-mail address of the account holder's contact person on our records) and fax number) from time to time to communicate with you (whether through letters, telephone calls, SMS, fax, email or other means).
- 1.11.2 If in our opinion any communication from us to you using any contact information last registered with us will fail to reach you, we may stop sending further communications (including Account Statements, transaction advice and confirmation and other communications) to you.
- 1.11.3 Unless we otherwise specify, you will be considered as having received any notice given by us:
- (a) at the time of personal delivery or leaving it at the address last notified in writing by you (if delivered personally);
 - (b) forty-eight (48) hours after posting it to the above address if that address is in Hong Kong or seven (7) days after posting if that address is outside Hong Kong (if sent by post);
 - (c) immediately after faxing it to the fax number last notified in writing by you (if sent by fax);
 - (d) immediately after emailing it to the email address last notified in writing by you (if sent by email);
 - (e) immediately after placing it in your online internet banking profile (if made available there); or
 - (f) immediately after displaying it on our public website or at our premises (if communicated by display).

- 1.11.4 Communications sent by you to us shall be in such form or by such means accepted by us from time to time which may include telephone, ATM, point of sale terminals, electronic means and other means. We have the right not to act on any communication from you if such communication is not given to us in such form or means accepted by us and we are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result.
- 1.11.5 This Clause 1.11 of Part A does not limit or reduce the effect of any provisions in these Terms and Conditions that apply to (i) the issuing of Account Statements, transaction advice or confirmation by us to you, or (ii) the giving of Instructions by you to us.

1.12 Variation of terms

We have the right to vary these Terms and Conditions (including fees and charges) and any other terms and conditions governing any Services or any Account from time to time by notice. We will give you notice of a variation that is applicable to you by way of display at our premises or in any other manner we consider appropriate. You will be bound by a variation unless we have received notice from you to close the relevant Account or terminate the relevant Services with effect before the date on which that variation takes effect. We have no obligation to notify you of any variation that is not applicable to you.

1.13 Limitation on our liability

- 1.13.1 We are not liable for any loss, cost or damage of any kind incurred or suffered by you as a result of any interruption, delay or failure (whether total or partial) in providing any of the Services or our equipment or facilities to you or performing our duties and obligations in respect of the Services to the extent that it is attributable to any cause or circumstance that is beyond our reasonable control or the reasonable control of our agents or nominees.
- 1.13.2 In no circumstances will we be responsible to you or any other person for any loss of profit or interest, indirect or consequential loss arising from or in connection with our providing, or failure or delay in providing, the Services.

1.14 Your indemnity

- 1.14.1 Except as set out in Clause 1.14.2 of Part A, you will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses which we or they may incur or suffer as a result of or in connection with the following (or any of them):
- (a) your use of the Services or our providing the Services to you, maintaining an Account for you, or effecting any transactions for or with you;
 - (b) our decision not to process any Instruction or our delay or failure to act on an Instruction in part or in full for any reason;
 - (c) any fluctuation in the price of the relevant asset between the time we receive an Instruction and the time we act on it;
 - (d) any default by you in performing your obligations under these Terms and Conditions, the Applicable Regulations or relating to the Services or an Account; and
 - (e) the preservation or enforcement of our rights or exercise of our powers in connection with the Services and an Account.
- This indemnity shall continue after the termination of the Services, the Accounts or these Terms and Conditions.
- 1.14.2 If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in Clause 1.14.1 of Part A was caused by negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under Clause 1.14.1 of Part A to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

1.15 Fees, expenses, commissions and interest

- 1.15.1 You are required to pay us fees for providing the Services or maintaining an Account. You will be notified of the fees at the time of opening the Account, requesting a Service or effecting an Instruction or from time to time. If an Account is closed within such period after the account opening date as specified by us from time to time, we may impose a fee at our discretion. A list of our fees is available upon request at any of our branches.
- 1.15.2 You are required to pay all costs and expenses of reasonable amounts and reasonably incurred by us in connection with the Services or an Account from time to time. These may include all applicable taxes, duties and levies payable in respect of your assets and any expenses for preserving or enforcing our rights in connection with the Services and an Account.
- 1.15.3 We may use one or more members of the HSBC Group or any other person to assist us in providing services to you or fulfilling your requirements. You further agree that we may pay these persons remuneration of any nature (whether fees, commissions, rebates or other payments) for the services provided by them to us. We may also pay remuneration to members of the HSBC Group or any other person in return for introducing you to us. Payment of such remuneration by us does not affect the amount of fees and charges payable by you to us in connection with the Services or an Account (including fees of any collection agent employed by us and legal fees in demanding, collecting, suing or recovering any outstanding or overdue amount).
- 1.15.4 We may accept from any manager, stockbroker, underwriter or any other person (whether or not a member of the HSBC Group) any rebate or payment of brokerage, commission, fee, incentive, discount or other benefits arising out of or in connection with the provision of the Services, including any amount payable to us in respect of a transaction involving the purchase or sale of any securities or other assets for you. We are entitled to retain these amounts for our own account and benefit absolutely.
- 1.15.5 Interest on an Account accrues:
- (a) on a daily basis;
 - (b) on the credit balance in the Account; and
 - (c) at the interest rate specified by us at our discretion.
- Interest rates applicable from time to time will be displayed at our premises or published on our website. Interest at a rate above zero is payable by us to you and will become a credit entry to the Account at the end of each calendar month (or at such other interval as we may set from time to time).
- 1.15.6 We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for interest to accrue. No such interest will accrue if the credit balance in the Account falls below the minimum set by us.
- 1.15.7 Where an Account is closed during an interest period whether by you or by us for any reason, interest accrues only up to the last calendar day before the day of closure.
- 1.15.8 Unauthorised overdraft (*applicable to Savings Accounts and Hong Kong dollar, US dollar or Renminbi Current Accounts only*)
If you give us an Instruction to pay or withdraw from your Account (i) where there are insufficient funds in your Account and (ii) which, if executed by us, would cause your Account to go overdrawn or over an existing overdraft limit, we will treat this as your informal request for an unauthorised overdraft and we may:
- (i) refuse your request and that Instruction and impose a service charge for considering and refusing your request; or
 - (ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis. We may charge an arrangement fee for the overdraft or the increase.

1.16 Provisions applicable if you are not an individual

1.16.1 Notification of change in directors, shareholders etc.

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

1.16.2 Restriction on issuance of bearer shares

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

1.16.3 Company search

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

1.17 Miscellaneous general provisions

1.17.1 Currency conversion

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

1.17.2 Our right not to carry out a currency conversion transaction

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

1.17.3 Collection and recovering of debts

We have the right to employ any person to assist us in collecting and recovering any outstanding or overdue amount owing by you to us. Such person includes any collection agent or any other service provider.

1.17.4 Recording

In the course of providing the Services, we (or any of our agents or nominees) may record and monitor Instructions or communications with you by tape, video or other means. We have the right to destroy these recording after such period of time as we consider appropriate.

We may collect, store and analyse recordings of your voice to generate a "voice print" that is unique to you. We may use this voice print to identify you when you call us.

1.17.5 Microfilming or scanning

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

1.17.6 Additional terms and conditions govern Accounts and Services

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

1.17.7 Appointment of agent or nominee

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

1.17.8 Assignment by us or by you

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

1.17.9 Staff's remuneration

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

1.17.10 Third party rights

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

1.17.11 Governing law and version

- (a) These Terms and Conditions are governed by and will be construed according to Hong Kong laws.
- (b) The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

1.17.12 Jurisdiction

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

1.17.13 Sanctions

- (a) You represent and confirm that neither (1) you, (2) any of your subsidiaries nor (3) any of your directors, officers, employees, agents or affiliates or that of any of your subsidiaries is an individual or entity ("Person") that is, or is owned or controlled by Persons that are:
 - (i) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities (collectively, "Sanctions"); or

- (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.
- (b) You agree that you will not, directly or indirectly, use the funds in any Account or any financing provided by us, or lend, contribute or otherwise make available such funds to any subsidiary, joint venture partner or other Person:
 - (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or
 - (ii) in any other manner that would result in a violation of Sanctions by any Person.

Section 2: Operations of Accounts

2.1 Hong Kong dollar, US dollar and Renminbi Current Account

2.1.1 Interest

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

2.1.2 Handling cheques with care

- (a) You may request for a cheque book to be issued to you when you hold a Hong Kong dollar, US dollar or Renminbi Current Account.
- (b) You are responsible for safekeeping your cheque books and cheques from loss, theft or unauthorised use. You should take appropriate security measures including lock and key.
- (c) All cheques should be drawn in the currency of the Current Account (i.e. Hong Kong dollar, US dollar or Renminbi as appropriate).
- (d) You may apply for a cheque book for your Current Account through any means accepted by us. We have the right not to issue a cheque book. We will deliver a cheque book by post to your address on our records. We are not responsible for any delay or loss caused by any means of delivery.
- (e) After receiving a cheque book or before use, you should check the cheque serial numbers, account number and your name printed on the cheques and the total number of cheques. You should report any irregularity to us as soon as reasonably practicable.
- (f) You should delete the words "OR BEARER" and cross a cheque if you intend to deliver it other than in person.
- (g) You should be careful in drawing a cheque to ensure that it is correct. You should not draw a cheque in any manner that may allow it to be altered or may facilitate fraud or forgery. In particular:
 - (i) you should write the amount in the spaces provided on the cheque, both in words and figures as close to each other and to the left hand margin as possible, so as to leave no space for adding other words or figures;
 - (ii) you should add the word "only" after stating the amount in words and use only Arabic numerals to state the amount in figures;
 - (iii) you should write and sign a cheque with non-erasable ink or ball-point pen in Chinese or English. You should sign a cheque so that your signature matches the specimen signature on our record;
 - (iv) you should confirm any alteration on a cheque by your full signature. You agree that we are not responsible for any loss arising from an alteration which cannot be readily detected by us; and
 - (v) you should comply with the conditions printed on the inside cover of a cheque book and any other conditions in force.
- (h) You must report any loss, theft or unauthorised use of a signed cheque or a cheque book to us in writing as soon as reasonably practicable.
- (i) You agree and authorise us to do the following:
 - (i) record a cheque drawn by you in electronic or other form as we consider appropriate;
 - (ii) allow the cheque after payment to be retained by the collecting bank or HKICL for a period specified in the rules relating to the operation of the clearing house for the related currency, and to be destroyed by the collecting bank or HKICL after that period; and
 - (iii) contract with collecting banks, HKICL and other persons in relation to the arrangements and matters set out in paragraphs (i) and (ii) above.

2.1.3 Return cheques

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

- (a) if there is an error on the cheque; and
- (b) if there is any other reason that we consider appropriate.

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

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

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

2.1.4 Stop payment order

- (a) You should give us clear Instruction if you wish to stop payment of a cheque. We have no obligation to act on your Instruction if we do not receive it in time to enable us to stop payment.
- (b) You should clearly identify the cheque in your Instruction by quoting the cheque number. If you quote any other detail instead of the cheque number, we have no obligation to but may act on your Instruction at our discretion without being liable. If you quote any other detail in addition to the cheque number, we are not responsible for checking whether that detail conforms with the corresponding detail on the cheque in question.
- (c) We have no obligation to act on an Instruction to stop payment if we are unable to verify its authenticity. However, that does not restrict us from acting on an Instruction at our discretion if we believe in good faith that it is given or authorised by you. In any case, we are not liable and you will be bound by that Instruction if we act on it even if it is incorrect, false or unclear or was not given or authorised by you. You should confirm an Instruction as soon as reasonably practicable in a manner accepted by us.

2.1.5 Withdrawal in cash from US dollar Current Account

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

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

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

2.2.1 Interest

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

2.2.2 No cheque book

We do not provide cheque books for the Current Account.

2.2.3 Withdrawals

- (a) A withdrawal Instruction should be given (i) by letter or (ii) by means of an authentication cable or telex sent through an overseas bank.
- (b) A withdrawal in cash in a foreign currency is subject to availability of that currency. We may require at least seven (7) days' notice before withdrawal.

2.3 Securities Account and Investment Services Account

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

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

2.4.1 Definitions:

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

Addressing Service means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

Bank Services means the services (including the QR Code Services) provided by us to customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

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

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

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

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

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

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

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

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

Regulatory Requirement means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

2.4.2 Scope of Bank Services and conditions for use

- (a) The provisions of this Clause 2.4 of Part A apply to our services relating to funds transfer, including the services we provide in relation to the Faster Payment System. The provisions of other clauses continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions of this clause. Unless otherwise specified, the provisions of this clause prevail if there is any inconsistency between them and the provisions of the other clauses with respect to the Bank Services.
- (b) We provide the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
- (c) We may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (d) In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.
- (e) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (f) We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.
- (g) By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL, you agree to be bound by all the provisions of this Clause 2.4 of Part A.

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

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

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

2.4.4 eDDA Service

- (a) In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA. In the circumstances, we will not be notifying you of any changes to the Proxy ID in connection with the eDDA once it has successfully been set up.
- (b) Where you have set up a direct debit authorisation (including an eDDA) on an Account but no debit is made pursuant to that authorisation for a significant period of time, we have the right to cancel the direct debit authorisation without prior notice to you even if that authorisation has not expired or is not subject to an expiry or termination date.

2.4.5 QR Code Services

- (a) Using the QR Code Services and your responsibility
- (i) The QR Code Services allow you to scan a QR code provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.
 - (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.
 - (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the mobile app. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.
 - (iv) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the mobile app and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.
 - (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where we are not licensed or authorised to provide the QR Code Services.
 - (vi) You must comply with all applicable laws and regulations that govern your download of the mobile app, or access or use of the mobile app or the QR Code Services.
- (b) Security
- (i) You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.
 - (ii) You are fully responsible for all instructions or requests given by you or any other person authorised by you during the use of the QR Code Services.
 - (iii) You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.
 - (iv) If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.
- (c) Our responsibility and restriction of liability
- (i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.
 - (ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.
 - (iii) You understand and agree that:
 - (1) You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.
 - (2) You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
 - (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

2.4.6 Collection and use of Customer Information

- (a) For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
- (i) yourself;
 - (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
 - (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives,
- all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".
- (b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
- (i) providing the Bank Services to you, maintaining and operating the Bank Services;
 - (ii) processing and executing your instructions and requests in relation to the Bank Services from time to time;

- (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (v) purposes relating to any of the above.
- (c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Bank Services.
- (d) If the Customer Information includes personal data or other information of any person other than yourself, you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this Clause.

2.4.7 Your responsibility

- (a) Present genuine owner or authorised user of Proxy ID and accounts
You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled.
- (b) Proxy ID
Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time.
- (c) Correct information
- (i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.
 - (ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.
 - (iii) You acknowledge that we, other Participants and HKICL have the right to deregister any Proxy ID that is no longer correct or up-to-date in accordance with available information without your consent.
- (d) Timely updates
You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.
- (e) Change of Default Account
If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.
- (f) Transactions binding on you
- (i) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
 - (ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.
- (g) Use Bank Services responsibly
You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:
- (i) You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
 - (ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
 - (iii) You should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.
- (h) Other obligations regarding payments and funds transfers
Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this clause and the applicable provisions in these Terms and Conditions. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- (i) You are responsible for your authorised persons
Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
- (i) you are responsible for all the acts and omissions of each person authorised by you;
 - (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
 - (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this Clause 2.4 of Part A that are applicable to him/her when acting on your behalf.

2.4.8 Our responsibilities regarding HKICL FPS

Where a funds transfer is effected through HKICL FPS, we will process and submit your 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 your Instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your 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, we will notify you accordingly by such means and at such time as we consider appropriate.

2.4.9 Limitation of Liability regarding HKICL FPS

Without limiting or reducing the effect of Clause 1.13 of Part A:

- (a) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you 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 our negligence or wilful default or that of our officers, employees or agents; and
- (b) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (i) your failure to comply with your obligations relating to the Bank Services; and
 - (ii) 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 our reasonable control, including any delay or error relating to, where applicable, the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force.

2.4.10 Our Rights and Responsibilities regarding funds transfer

You may instruct us to effect a funds transfer (local or overseas) by such means accepted by us from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS). The following terms apply unless we specify otherwise:

- (a) We have the right to refuse an Instruction to effect a funds transfer without giving reason. If we accept an Instruction, we have the right to effect the Instruction using any routing arrangement at our discretion.
- (b) We have the right to effect the funds transfer either in words or in code. We are not responsible for (i) any loss, delay, error, omission or alteration of the message which may occur in its transmission, and (ii) any misinterpretation of the message by the recipient (or any of the above).
- (c) When a funds transfer is being effected, there may be a currency conversion if the beneficiary account is in a currency that is different from the remitting currency.
- (d) We will communicate to the correspondent or beneficiary bank your request to pay its charges or overseas charges. That bank decides whether the beneficiary receives the full amount of the funds transfer. We have no control and take no responsibility in that matter.
- (e) We have the right to effect the funds transfer through a correspondent or beneficiary bank or a Participant other than that specified by you if operational circumstances or Applicable Regulations so require.
- (f) Where we are unable to provide a firm exchange rate quotation for any reason, we have the right to effect the funds transfer on the basis of a provisional exchange rate. The provisional exchange rate is subject to adjustment when the actual exchange rate is ascertained. You authorise us to debit or credit any difference between the provisional rate and the actual rate to your Account.
- (g) If you wish a funds transfer to be effected on a particular date, you should clearly specify that date in your Instruction.
- (h) A funds transfer Instruction may not be processed on the same day if our remittances department does not receive it before the relevant cut-off time set by us.
- (i) A funds transfer Instruction is subject to the following (or any of them):
 - (i) the cut-off time of the place where payment is to be received;
 - (ii) the funding arrangement requirements of the settlement banks; and
 - (iii) the availability of the relevant services. This may include the availability of the clearing system of the applicable currency or the location of the correspondent or beneficiary bank or the Participant.

This may mean that your Account is debited before the day the payment is received. We are not responsible for any interest expense or loss incurred or suffered by you or any other person as a result in that case.
- (j) We do not have to inform you of the following matters (or any of them). You should make your own enquiries about them:
 - (i) any exchange control or restriction which may be imposed by Applicable Regulations. We are not liable for any loss or delay to you arising from or in connection with such control or restriction; and
 - (ii) any charges which may be imposed by a correspondent or beneficiary bank or any other bank or Participant.
- (k) Where the beneficiary of payment does not maintain an account with any HSBC Group member or our agents, we and our agents have the right without giving you notice to make payment in accordance with the accepted banking practice in the place where the payment is to be received.
- (l) Even if we have accepted a funds transfer Instruction, we have the right to refuse to process or effect payment without giving you notice, if we are of the reasonable opinion that the following (or any of them) occur:
 - (i) there is insufficient available funds in the Account specified in your Instruction from which payment is to be made;
 - (ii) any information given about the Instruction is incorrect, incomplete or unclear;
 - (iii) the Instruction or processing of the Instruction would be a breach of any Applicable Regulations; and
 - (iv) you have specified additional Instructions or requests which are not acceptable to us.
- (m) In processing a funds transfer Instruction, we may be required by Applicable Regulations concerning anti-money laundering and anti-terrorist financing activities to disclose personal data or other information about you. This may include the originating account number, your name, address, date of birth, personal or corporate identity document number and other unique references. You expressly authorise (i) us to make the required disclosure to any correspondent or beneficiary bank or Participant, the payee or any Authority as we may consider appropriate, and (ii) each correspondent or beneficiary bank or Participant to make the required disclosure to any other correspondent or beneficiary bank or Participant, the payee or any Authority as that correspondent or beneficiary bank or Participant considers appropriate.
- (n) We do not have to process any stop payment Instruction received by us even if your Account has not been debited when we receive the Instruction. We may at our discretion process a stop payment Instruction using commercially reasonable efforts. In that case, we will notify you whether we have successfully executed the stop payment Instruction as soon as reasonably practicable. We will not be able to process any stop payment Instruction for any funds transfer in which your Account has already been debited.
- (o) We have the right to deduct any charges imposed by a correspondent or beneficiary bank or a Participant from the payment amount or any of your accounts with us including an Account.

- (p) Whilst we will endeavour to communicate to the beneficiary bank any payment condition you specify in a funds transfer Instruction, we have no obligation to check or verify the satisfaction of such condition before effecting payment. You irrevocably authorise us to effect payment at your own risk.
- (q) We are unable to verify beneficiary account information. The verification procedures adopted by the beneficiary bank may vary in different countries/regions. For example, some banks may process inward remittances by verifying both the account number and account name while other banks may require only the account number or account name. You should ensure that the beneficiary account information provided to us is correct and complete.
- (r) Whilst we will endeavour to communicate to the correspondent or beneficiary bank or the Participant any message to the beneficiary you specify in a funds transfer Instruction, whether the correspondent or beneficiary bank or the Participant will communicate or act on such message is beyond our control. We are not liable for any loss arising from or in connection with the failure of the correspondent or beneficiary bank or the Participant to communicate or act on such message.
- (s) In the event that:
 - (a) we debit any account (the "original account") you maintained with us and denominated in a particular currency (the "original currency") to purchase a different currency (the "new currency"):
 - (i) to effect any remittances in the new currency; and/or
 - (ii) for any other transactions; and
 - (b) any of such purchases, remittances or transactions or any instruction relating thereto is cancelled, rejected or returned, then we will convert the new currency back to the original currency at our prevailing buying rate or our original selling rate, whichever is lower, and deposit the resulting sum into the original account without notice.
- (t) We are fully authorised to deduct any charges from the original account for the currency exchange referred to in sub-clause (s) above and the Customer shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.
- (u) In giving instructions to make payments or effect transactions by any means accepted by us from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS), you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement.
- (v) To help you stay vigilant against frauds, scams and deceptions, we may send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.

2.5 Depositing Items or inward remittances

- 2.5.1 You may deposit any Item to your Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched.
- 2.5.2 We have the right to require you to provide details of an Item when depositing it. You will provide accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the applicable Account accordingly.
- 2.5.3 An inward remittance or Item may be in Hong Kong dollar or any other currency and may include a payment pursuant to the standing instruction of another person. We accept each inward remittance or Item for deposit into an Account subject to final payment or clearing. We may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an inward remittance or Item is not actually received by us for any reason (including insufficient funds for effecting payment), we have the right to debit the relevant Account with the appropriate amount plus any charges.
- 2.5.4 The proceeds of an inward remittance or Item may not be credited to your Account on the same day we receive the remittance or Item if (a) we do not receive it before the relevant cut-off time set by us; or (b) any necessary checking is not completed. No interest (whether at a rate above or below zero) will accrue before the proceeds are actually credited to your Account.
- 2.5.5 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. Some jurisdictions have Applicable Regulations dealing with the handling of cheques sent for clearing or collection that require return of a cheque and the amount paid even after clearing and payment. For example, the paying bank of a cheque drawn on a US bank has the right to seek refund of the cheque if it is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to six (6) years. This refund period may be indefinite for a US Treasury cheque. We have the right to seek repayment from you of any cheque paid to you that is required to be refunded, whether the cheque is sent for collection or accepted for deposit by us. Our right remains throughout the period in which the Applicable Regulations may require refund of the cheque. We accept the deposit of any foreign currency cheques on the following terms:
 - (a) In accepting cheques drawn on other banks, we have the right to decide which cheques to accept for deposit and which cheques to send for collection.
 - (b) Where we send a cheque for collection, this will be done subject to the rules set out in International Chamber of Commerce (ICC) Publication No. 522 (Uniform Rules for Collections), or any up-to-date equivalent in force. The proceeds of the cheque will only be credited to your Account after we actually receive payment from the other banks.
 - (c) If a cheque accepted for deposit is dishonoured or if a cheque collected by us is subsequently required to be refunded by Applicable Regulations, we will debit your account with the value of the cheque as calculated using our prevailing selling rate or the original buying rate (whichever is higher) plus any charges.
 - (d) Charges of other banks (if any) will be debited to your account with notice to you.

2.6 US Dollar Clearing System

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

- (a) the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures; and
- (b) the Hong Kong Monetary Authority does not owe any duty or incur any liability to you or any other person in respect of any claim, loss, damage or expense of any kind or nature (including loss of business or business opportunity, loss of profit, or special, indirect or consequential loss) arising in any manner directly or indirectly from the following (or any of them), even if the Hong Kong Monetary Authority knew or ought reasonably to have known of the possibility of loss:
 - (i) anything done or not done by the Hong Kong Monetary Authority honestly in good faith or by the settlement institution of the US Dollar Clearing System, HKICL or any member of the US Dollar Clearing House in the management, operation or use of the US Dollar Clearing House or the US dollar clearing facilities (or any part of them). That may include the termination or suspension of the settlement institution, the US dollar clearing facilities or any such member of the US Dollar Clearing House; and

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

2.7 e-Cheques

2.7.1 e-Cheques Services provisions - applicability and definitions

- (a) The provisions in this Clause 2.7 of Part A apply to our services relating to e-Cheques. The other provisions of these Terms and Conditions which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 2.7 of Part A. The provisions of this Clause 2.7 of Part A prevail if there is any inconsistency between them and the other provisions of these Terms and Conditions with respect to the e-Cheques Services.
- (b) For the purpose of the e-Cheques Services, terms used in this Clause 2.7 of Part A shall have the meanings set out below. If any term used in this Clause 2.7 of Part A is not defined below, that term shall have the meaning set out in Appendix 1.

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

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

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

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

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

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

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box 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 Issuance Services" and **"e-Cheques Deposit Services"** mean the services offered by us from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and **"e-Cheques Services"** means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means 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 us into which the e-Cheque is to be deposited, which may be a sole name or a joint name account of the payee acceptable by us from time to time for the purposes of e-Cheque Deposit Services.

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

2.7.2 Nature and scope of e-Cheques Services

- (a) We may provide e-Cheques Services at our discretion. If we provide e-Cheques Services to you, you may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.
- (b) e-Cheques Issuance Services allow you to issue e-Cheques drawn on us, in accordance with Clause 2.7.3 of Part A.
- (c) e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 2.7.4 of Part A.
- (d) We may provide e-Cheques Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (e) We have the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
 - (1) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (2) any maximum total amount or total number of e-Cheques which you may issue in any specified period; and
 - (3) any fees and charges payable by you for the e-Cheques Services.

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

- (a) Format of and steps for issuing an e-Cheque
 - (i) You are required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by us from time to time. You are not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
 - (ii) Each e-Cheque must be signed by you (as payer) and by us (as Payer Bank) with our respective digital signatures in the sequence set by us, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
 - (iii) Where you draw an e-Cheque on a joint account, you are solely responsible for ensuring that the e-Cheque is digitally signed by such person(s) following such signing arrangement as authorised by the joint account holders for signing e-Cheques from time to time.
 - (iv) (*Applicable if you are not an individual*)
You are solely responsible for ensuring that each e-Cheque is digitally signed on your behalf by such person(s) following such signing arrangement as authorised by you for signing e-Cheques from time to time.
- (b) e-certificate
 - (i) Your digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
 - (ii) Your digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.

- (iii) If we provide such services and you choose to produce your digital signatures by a general purpose e-certificate, you are required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 2.7.3(b)(i) of Part A.
 - (iv) We may provide services relating to the specific usage e-certificate at our discretion. Our services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on your behalf. If we provide such services and you choose to produce your digital signatures by a specific usage e-certificate, you direct and authorise us to:
 - (1) provide such services in the scope and manner set by us from time to time, which may include holding the specific usage e-certificate and the corresponding key and password for you, and effect and produce your digital signatures on e-Cheques on your behalf as instructed by you from time to time; and
 - (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.
 - (v) In applying for a specific usage e-certificate for you, we are entitled to rely on the information provided by you. You are solely responsible for providing us with correct and up-to-date information. If we obtain a specific usage e-certificate based on incorrect or outdated information provided by you, you are still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
 - (vi) An e-certificate is issued by the relevant certification authority. You are bound by the terms and conditions specified by that certification authority in relation to your e-certificate. You are solely responsible for performing your obligations under those terms and conditions.
 - (vii) *(Applicable if you are not an individual)*
Any person who is authorised by you to use or administer the online internet banking profile maintained by you with us from time to time is authorised to accept the terms and conditions specified by the relevant certification authority for and on behalf of you and you agree to be bound by such terms and conditions as accepted by such person on your behalf.
- (c) Sending e-Cheques to payees
- (i) Once you confirm to issue an e-Cheque, we will generate the e-Cheque file. You may download the e-Cheque file for delivery to the payee yourself. Alternatively, we may send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.
 - (ii) You should not issue an e-Cheque (or instruct us to issue an e-Cheque on your behalf) to a payee unless the payee agrees to accept e-Cheques. You are solely responsible for:
 - (1) before issuing an e-Cheque (or instructing us to issue an e-Cheque on your behalf) to a payee, informing the payee that the payee may agree or decline to accept the e-Cheque;
 - (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
 - (3) providing us with correct and up-to-date contact information of a payee to enable us to send the e-Cheque file to the payee by electronic means on your behalf, if we offer this service.
 - (iii) The e-Cheque file will be regarded as having been delivered to the payee upon our sending it to the payee by electronic means using the payee's contact information provided by you. We do not have any duty to verify whether the payee has actually received the e-Cheque file. We advise you to check with the payee whether the payee has actually received the e-Cheque file, whether it is sent by you or by us.
- (d) Waiver of presentment requirements
- Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. We are entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 2.7.3(a)(i) of Part A and Clauses 2.7.5(a) and 2.7.5(b) of Part A, you expressly accept the waiver of presentment requirements set out on an e-Cheque from time to time.

2.7.4 e-Cheques Deposit Services

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

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

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

(a) Handling of e-Cheques

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

- (i) pay any e-Cheque drawn by you on us upon presentment of that e-Cheque to us in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Limitation of our liability

(i) Without limiting or reducing the effect of Clause 1.13 of Part A, except as set out in paragraph (ii) below, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by you or presented by you or any other person using the Deposit Channels provided by us to you.

(ii) If it is proved that the events in paragraph (i) above was caused by negligence or wilful default of (A) ours, (B) our agents or nominees, or (C) our officers or employees or that of our agents or nominees, then we will be liable for any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.

(iii) For clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):

- (1) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
- (2) your failure to comply with your obligations relating to the e-Cheques Services, including your obligation to safeguard against issuance of e-Cheques by unauthorised persons;
- (3) presentment of any e-Cheque issued by you or payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
- (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond our reasonable control; and

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

(c) Your confirmation

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

2.8 Inactive Account

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

Section 3: Other Services

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

3.1.1 Scope of Phone Banking Service and Telephone Instructions

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

3.1.2 Limitation of our liability

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

3.1.3 Your responsibility and confirmations

- (a) You should not disclose your Phone Banking PIN or allow any other person to use your Phone Banking PIN (whether voluntarily or not). You should keep your Phone Banking PIN strictly confidential. You should not keep a record of your Phone Banking PIN in any way that may enable another person to use it. You should promptly report to us any loss, theft, disclosure or unauthorised use of your Phone Banking PIN.
- (b) You and each Debit Account holder should ensure that there are sufficient funds or available credit facilities in the relevant account or Debit Account to effect a Telephone Instruction. We have no obligation but may act on a Telephone Instruction where there are no sufficient funds or available credit facilities. We are not required to notify you or any Debit Account holder before acting on that Telephone Instruction. You and each Debit Account holder will be liable to repay and indemnify us for the resulting overdraft, advance or credit created by effecting that Telephone Instruction. If we decide not to act on that Telephone Instruction, we are not liable for any consequence of not acting.

- (c) Any exchange rate or interest rate quoted by us in response to a Telephone Instruction is for reference only, unless the rate is confirmed by us for a transaction. A rate confirmed by us and accepted by you for a transaction through the Phone Banking Service will be binding on you and each Debit Accountholder even if we may have quoted a different rate previously by any means.
- (d) Without limiting or reducing the effect of Clause 1.14 of Part A, you and each Debit Accountholder jointly and severally will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable amounts of costs and expenses which we or they may incur or suffer as a result of or in connection with our providing the Phone Banking Service to you or acting or not acting on Telephone Instructions.
This indemnity shall continue even after:
 - (1) the termination of an Account, an ATM card or a credit card;
 - (2) the termination of the Phone Banking Service or any service accessible through the Phone Banking Service; or
 - (3) the termination of these Terms and Conditions.
- (e) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (d) above was caused by negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under paragraph (d) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- (f) You should notify us if a Debit Account is converted to a joint account with joint signing arrangement. We have the right to exclude that account from the Phone Banking Service.
- (g) You should notify a Debit Accountholder, the holder of a Credit Account or any other person with whom you effect a transaction or fund transfer using the Phone Banking Service of the details of that transaction. We are not responsible for giving such notice.
- (h) All agreements, terms and conditions governing the respective accounts, cards, services and products accessible or covered by the Phone Banking Service from time to time continue to apply unless we agree otherwise. The provisions of this Clause 3.1 of Part A prevail over such agreements, terms and conditions to the extent of any inconsistency between them.
- (i) If you are an individual and have signed up for or have been provided with our Account-level Phone Banking Service before 14 December 2008 and continue to use it without converting to our Customer-level Phone Banking Service on or after 14 December 2008, or if you are not an individual, the reference to a credit card in this Clause 3.1 of Part A shall be excluded.

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

3.2.1 Scope of Drop & Go Counter Service

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

3.2.2 Your responsibility

You should ensure that all documents and items submitted under the Drop & Go Counter Service are complete, accurate and duly signed as applicable. We have the right not to process any document or item if it is not complete, accurate or duly signed.

3.2.3 Limitation of our liability and your indemnity

- (a) In relation to your use or our provision of the Drop & Go Counter Service in accordance with your Instructions from time to time, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer. We are not liable for our decision not to process or to delay processing any Instruction or item deposited (or part of it). We are also not liable for your default in performing your obligations under this Clause 3.2 of Part A or under the Applicable Regulations.
- (b) You will indemnify and reimburse (i) us, (ii) our agents and nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceedings and claims which may be brought by or against us or them, and for all losses, damages and reasonable amounts of costs and expenses which we or they may incur or suffer as a result of or in connection with your use or our provision of the Drop & Go Counter Service.
- (c) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (b) above was caused by gross negligence or wilful default of (i) ours, (ii) our agents or nominees, or (iii) our officers or employees or that of our agents or nominees, then you are not liable under paragraph (b) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such gross negligence or wilful default.
- (d) This Clause 3.2.3 of Part A is not limited by Clause 1.13 or 1.14 of Part A and the indemnity in this Clause shall continue after the termination of the Drop & Go Counter Service, an Account or these Terms and Conditions.

Part B1 (Applicable to personal accounts only)

1. Our right to impose negative interest

- 1.1 Where a negative interest rate applies to any currency, we have the right to impose negative interest on credit balances on any Account that are denominated in such currency. Where such interest becomes payable by you to us, we are entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Accounts. If any debit causes the relevant Account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify.
- 1.2 Negative interest (if any) on an Account accrues:
 - (a) on a daily basis;
 - (b) on the credit balance in the Account; and
 - (c) at the interest rate specified by us at our discretion.

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

- 1.3 Where an Account is closed during an interest period whether by you or by us for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure.
- 1.4 We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the Account falls below the minimum set by us.
2. **Alerts and Money Transfers**
- 2.1 The provisions of this Clause 2 of Part B1 apply to the Alerts and the Money Transfers as defined in Clause 2.2 of Part B1 below. If there is any inconsistency between the provisions of this Clause 2 of Part B1 and the other terms and conditions, the provisions of this Clause 2 of Part B1 will prevail insofar as the Alerts and Money Transfers are concerned.
- 2.2 **Definitions**
- Terms used in this Clause 2 of Part B1 shall have the meanings set out below. If any term used in this Clause 2 of Part B1 is not defined below, that term shall have the meaning set out in Appendix 1.
- Alert** means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.
- Anti-fraud Database** includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.
- Money Transfer** means a transfer of money by you through us via any channels or means or in any currency determined by us from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, ATM, cash deposit machine, and bank counter at any of our branches, whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Money Transfer.
- 2.3 **Reason for sending Alerts**
- The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.
- 2.4 **Our role, responsibilities and restriction of liability**
- (a) We:
- (i) do not control the management, operation or any other aspect of the Anti-fraud Databases;
 - (ii) compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
 - (iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.
- Therefore, we do not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. Our records of our delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.
- (b) We may compile and deliver the Alerts in such ways as we consider appropriate. We shall have sole discretion to determine and/or vary, from time to time and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to our needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. We may deliver the Alerts to you by electronic or other means.
- (c) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond our reasonable control.
- (d) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
- (e) In no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (f) Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.
- 2.5 **Your responsibility**
- You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.

Part B2 (Applicable to business accounts only)

1. Our right to impose negative interest

- 1.1 Where a negative interest rate applies to any currency, we have the right to impose negative interest on credit balances on any Account that are denominated in such currency. Where such interest becomes payable by you to us, we are entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Accounts. If any debit causes the relevant Account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as we may specify.
- 1.2 **Negative interest (if any) on an Account accrues:**
- (a) on a daily basis;
 - (b) on the credit balance in the Account; and
 - (c) at the interest rate specified by us at our discretion.

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

- 1.3 Where an Account is closed during an interest period whether by you or by us for any reason, negative interest (if any) accrues only up to the last calendar day before the day of closure.
- 1.4 We have the right to set or vary without prior notice from time to time any minimum amount of credit balance for negative interest to accrue. No such interest will accrue if the credit balance in the Account falls below the minimum set by us.

2. Fund transfers and other transactions in Renminbi

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

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

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

3. Authorised Persons

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

4. Termination of Services or Accounts

In relation to Clause 1.8.1(a) of Part A, the notice period for giving us your prior written notice to terminate the Services or an Account shall be no less than 30 days.

5. Alerts and Money Transfers

5.1 The provisions of this Clause 5 of Part B2 apply to the Alerts and the Money Transfers as defined in Clause 5.2 of Part B2 below. If there is any inconsistency between the provisions of this Clause 5 of Part B2 and the other terms and conditions, the provisions of this Clause 5 of Part B2 will prevail insofar as the Alerts and Money Transfers are concerned.

5.2 Definitions

Terms used in this Clause 5 of Part B2 shall have the meanings set out below. If any term used in this Clause 5 of Part B2 is not defined below, that term shall have the meaning set out in Appendix 1.

Alert means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

Anti-fraud Database includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.

Money Transfer means a transfer of money by you through us via any channels or means or in any currency determined by us from time to time including but not limited to one or more channels or means of electronic banking, e-wallet, mobile banking, ATM, cash deposit machine, and bank counter at any of our branches, whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Money Transfer.

5.3 Reason for sending Alerts

The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

5.4 Our role, responsibilities and restriction of liability

(a) We:

- (i) do not control the management, operation or any other aspect of the Anti-fraud Databases;
- (ii) compile the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, we do not and cannot warrant (i) whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and (ii) that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. Our records of our delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

- (b) We may compile and deliver the Alerts in such ways as we consider appropriate. We shall have sole discretion to determine and/or vary, from time to time and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the types or currency(ies) of Money Transfers on which the Alerts are available, having regard to our needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. We may deliver the Alerts to you by electronic or other means.
- (c) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond our reasonable control.
- (d) We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any error in, or delay or unavailability of, the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or any error in, or delay or unavailability of, the Alerts), except to the extent that such loss, damage or expense is direct and reasonably foreseeable and has been caused directly and solely from our gross negligence or wilful default.
- (e) In no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (f) Nothing in these Clauses is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

5.5 Your responsibility

You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.

Appendix 1

Definitions and Interpretations

1. Interpretation

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

2. Definitions

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

Account means any cash account or account for conducting investment transactions maintained by you with us.

Account Statement means an account statement relating to an Account.

Applicable Regulation means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time.

ATM means an automated teller machine.

Authentication Factors include, but are not limited to PINs, soft tokens and in-app/SMS confirmations.

Authority means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange.

Credit Account means an Account or any other account maintained by you with us to which funds may be credited using the Phone Banking Service.

Current Account means a current account maintained by you with us.

Debit Account means any account maintained with us that is designated by you from which funds may be debited using the Phone Banking Service.

Debit Accountholder means each holder of a Debit Account which may include you.

Drop & Go Counter Service means the Service which we may provide pursuant to Clause 3.2 of Part A.

HKICL means Hong Kong Interbank Clearing Limited in Hong Kong.

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

HSBC Group means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "**member of the HSBC Group**" has the same meaning.

Instruction means any instruction in relation to an Account or Service given in any form or by any means accepted by us from time to time which may include telephone, ATM, point of sale terminal and electronic means.

Investment Services Account means an Account maintained by you with us and designated for conducting investment transactions, including a Securities Account.

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

person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

Phone Banking PIN means the PIN designated specifically for use in connection with the Phone Banking Service.

Phone Banking Service means the Service which we may provide pursuant to Clause 3.1 of Part A.

PIN means personal identification number or any code or number or your voice print or other biometric credential that is used by us to identify you when you access information, give Instructions or make a transaction using Phone Banking Service or any other Service. A PIN may be designated by us or you or generated by a security device designated or approved by us or generated by our collecting and analysing your voice or other biometric credential.

RTGS means interbank funds transfer under Real Time Gross Settlement.

Savings Account means a savings account maintained by you with us.

securities means such stocks, shares, warrants, bonds, notes, derivative instruments, certificates of deposit, unit trusts, mutual funds and other collective investment schemes, and other interests commonly known as securities which we may accept or handle from time to time pursuant to these Terms and Conditions; and **Your Securities** means securities beneficially owned by you solely or all of you jointly, held or to be held as nominee in our name or our nominee's name.

Securities Account means an Account maintained by you with us for the purpose of holding Your Securities.

Service means any product or service which we may provide or procure in relation to an Account, including investment service and account service, or any product or service as designated by us to be subject to these Terms and Conditions.

Telephone Instruction means any Instruction given by telephone.

TT means telegraphic transfer.

US dollar means the lawful currency of the United States of America.

US bank means a bank in the United States of America.

US Treasury means the US Department of the Treasury.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited of 1 Queen's Road Central, Hong Kong, a registered institution under the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) with central entity number AAA523, and its successors and assigns.

you or your means each person in whose name an Account is maintained or to whom a Service is provided and, where the context permits, includes any individual authorised by you to give Instructions relating to the Account or Service.

Appendix 2

If you are a corporation (which includes a company), the following terms supplement Clause 1.10 of Part A and relate to the use, store, process, transfer and disclosure of Your Information. If you are not a corporation (for example, if you are an individual, sole proprietorship, partnership, firm or any other unincorporated body), this Appendix 2 applies only to Your Information that are non-personal data. Terms used in this Appendix 2 shall have the meanings set out in Clause 1.10 of Part A of these Terms and Conditions.

USE OF YOUR INFORMATION

The purposes for which Your Information may be used are as follows:

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

SHARING AND TRANSFER OF YOUR INFORMATION

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

- (a) any member of the HSBC Group;
- (b) (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers), (ii) any of HSBC Group's partners or providers of reward, co-branding or loyalty programmes;
- (c) any Authorities;
- (d) anyone acting on behalf of you, payment recipients, beneficiaries, potential payment originators, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us or any member of the HSBC Group for you);
- (e) any party acquiring an interest in or assuming risk (or proposing to acquire an interest in or assume risk) in or in connection with the Services, including any persons giving or proposing to give a guarantee or security to guarantee or secure your obligations to us, or any actual or proposed assignee(s) of ours or participant(s) or sub-participant(s) or transferee(s) of our rights in respect of you;

- (f) (i) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; (ii) debt collection agencies, insurers, credit card companies, securities and investment services providers; and
- (g) any party involved in any business transfer, disposal, merger or acquisition by us or any member of the HSBC Group.

PROVISION OF DATA TO CREDIT REFERENCE AGENCIES (CRAs) AND DEBT COLLECTION AGENCIES

The following section may apply to you or your Connected Persons (collectively "you", "your" for the purposes of this section only):

(A) We may provide the following data relating to you (whether in sole name or joint names with others) to a CRAs:

- (i) full name;
- (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
- (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
- (iv) date of birth or date of incorporation;
- (v) correspondence address;
- (vi) mortgage account number in respect of each mortgage;
- (vii) type of the facility in respect of each mortgage;
- (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
- (ix) if any, mortgage account closed date in respect of each mortgage.

The CRAs will use the above data for the purposes of compiling a count of the number of mortgages from time to time held by you (as borrower, mortgagor or guarantor, whether in sole name or joint names with others) for sharing in the consumer credit database of the CRAs by credit providers.

- (B) You can instruct us to make a request to the relevant CRAs to delete from its database any account data relating to any credit that has been terminated by full repayment provided that there has not been, within five (5) years immediately before such termination, a default in payment under the credit for a period in excess of sixty (60) days according to our records.
- (C) If there is any default in payment, unless the amount in default is fully repaid or written off (other than due to bankruptcy order) before the expiry of sixty (60) days from the date of default, your account repayment data may be retained by the CRAs until the expiry of five (5) years from the date of final settlement of the amount in default.
- (D) In the event of any amount being written off due to a bankruptcy order being made against you, the CRAs may retain your account repayment data until the earlier of (i) the expiry of five (5) years from the date of final settlement of the amount in default, or (ii) the expiry of five (5) years from the date of your discharge from bankruptcy as notified to the CRA by you with evidence.
- (E) For the purposes of paragraphs C and D above, account repayment data are the amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (that is, default in payment for a period in excess of sixty (60) days) (if any)).

香港上海滙豐銀行有限公司

*一般條款及細則

閣下同意受本文件中的條款及細則約束。

甲部分 (適用於個人戶口及商業戶口)

第一部分：一般細則

1.1 定義及詮釋

本文件所用詞語的定義載於附錄一。詮釋本文件條文的規則亦載於附錄一。

1.2 提供的戶口及服務

本行可按本行指定的條款及細則提供戶口及服務。本行有權不時作出下列 (或其中任何一項) 事項而無須事先通知閣下：

- (a) 推出新戶口或服務 (或新種類的戶口或服務)；
- (b) 更改、暫停或撤銷任何現有戶口或服務 (或現有種類的戶口或服務)，包括不接受存款；及
- (c) 指定或更改戶口或服務的範圍及程度。

1.3 閣下使用戶口及服務；閣下的指示

1.3.1 閣下須於使用服務及戶口時，或進行本條款及細則下的交易或活動時，遵從所有適用法規。

1.3.2 如本行合理地認為指示是由閣下發出或經閣下授權，本行可執行該指示，並無須就此在任何情況下負責。當本行基於誠信理解及執行指示，即使 (i) 該指示不正確、虛假或不清晰，或 (ii) 非由閣下發出或非經閣下授權，閣下亦須受該指示約束。

1.3.3 本行會在收到指示後在合理可行的範圍內盡快執行該指示。

1.3.4 如閣下是個人，除本條款及細則下賦予本行的任何其他權利之外，如指示不是由閣下親身遞交，本行有權延遲執行或不執行指示。

1.3.5 本行有權作出下列 (或其中任何一項) 事項，而本行無須對閣下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。

1.4 本行與客戶的關係

1.4.1 (a) 就閣下於本行的存款而言，本行是債務人而閣下是債權人。

(b) 就本行替閣下保管物件而言 (例如保管在保管箱內的物件)，本行是受託保管人而閣下是委託保管人。

(c) 視乎本行提供的服務，閣下與本行之間可產生其他種類的關係。

1.5 戶口結單

1.5.1 如相關監管並無要求本行就閣下的戶口提供結單，本行可酌情在本行認為適當的情況下提供戶口結單，不論閣下是否已選擇不接收戶口結單。在受限於上述的前提下，如閣下的戶口提供戶口結單，除非戶口結餘為零或閣下另有要求，否則本行會每月或按本行決定的時段向閣下提供戶口結單。

1.5.2 在下列情況下，閣下即被視為已收到戶口結單：

- (a) 在專人向閣下派遞當日；
- (b) 在本行向閣下郵寄當日；
- (c) 在本行向閣下發送電郵當日；或
- (d) 在本行提供至閣下的網上理財賬戶 (如在該處提供) 當日。

1.5.3 審核戶口結單

(a) 閣下應檢查及核對每份由本行提供的戶口結單是否準確。閣下應查閱每份戶口結單內的記項或交易有否出現因任何人士冒簽或其他偽造、欺詐、未經授權或疏忽所引致的任何錯誤、遺漏、差異、未經授權的支賬或不當情況。

(b) 如戶口結單中顯示任何指稱的錯誤、遺漏、差異、未經授權支賬或不當情況，閣下應在本行以甲部分第 1.5.2 條所載的方法遞送戶口結單後九十 (90) 日內通知本行。如本行未有在指定期間內收到閣下任何該等通知，(i) 戶口結單即被視為正確、最終並對閣下具有約束力，及 (ii) 閣下亦會被視為已放棄就該戶口結單向本行提出任何反對或採取任何補救方法的任何權利。

1.5.4 本行可應閣下書面要求向閣下提供戶口結單及戶口交易證明文件的副本，而本行可收取手續費。

1.6 聯名戶口

1.6.1 如戶口由兩名或以上人士以聯名方式維持，或服務是向兩名或以上人士提供：

- (a) 就戶口、服務或在本條款及細則下的責任及債務，閣下各人共同及各別負責。

* 本「一般條款及細則」前稱為「一般條款及細則 (個人獨立戶口、聯名戶口及商業戶口持有人適用)」，在本行以任何形式向閣下提供或由本行公布的任何材料或資料中 (包括表格、資料概覽、產品資料、客戶通訊、市場及推廣材料)，任何「一般條款及細則 (個人獨立戶口、聯名戶口及商業戶口持有人適用)」的提述應作為對本「一般條款及細則」(可經不時修改)的提述。如本「一般條款及細則」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「一般條款及細則」為準。

- (b) 當閣下任何一人獲授權單獨操作戶口，本行獲授權：
 - (i) 履行閣下任何一人就有關戶口發出的任何指示或其他指令（除非本行另行同意或決定），其中包括結束戶口的指示；及
 - (ii) 就一項遠期交易而言，接受本行按日常運作程序進行該交易前最後收到的指示為最終指示。
- (c) 如閣下任何一人接納規管戶口或服務的條款及細則，即被視為閣下各人均受該等條款及細則約束。
- (d) 即使出現下列（或其中任何一項）缺失，不論本行是否知道或理應知道，閣下各人均受本條款及細則及規管該等戶口及服務的其他條款及細則約束：
 - (i) 閣下任何一人或擬受本條款及細則及該等其他條款及細則約束的任何其他人士不受其約束；及
 - (ii) 由於欺詐、偽造或任何其他原因而令本條款及細則及該等其他條款及細則中任何條文可能無效或無法向閣下任何一人或多人或任何其他人士強制執行。
- (e) 本行有權與閣下任何一人分別處理任何事宜（而不會限制或削弱本行對其他人的權利、權力及採取補救方法的權利）。這可包括 (i) 在任何程度上更改或解除任何責任；或 (ii) 給予時間或其他通融或作出其他安排。
- (f) 在本條款及細則下向閣下任何一人發出的任何通知即被視為向閣下全體發出的有效通知。
- (g) 在不限制或削弱在甲部分第 1.10 條下的效力的情況下，本行獲授權向閣下全體披露下列資料而不須另行取得閣下任何一人的同意：
 - (i) 閣下以聯名方式維持戶口之前或之後任何期間內的可能與戶口有關的任何資料；及
 - (ii) 有關閣下任何一人的任何個人資料及其他資料。

1.7 本行可提供戶口或服務資料或有關資料

- 1.7.1 如戶口由兩名或以上人士以聯名方式持有，或兩名或以上人士接受服務，本行獲授權以本行隨時及不時決定的形式、方式及範圍向閣下任何一位提供有關戶口或服務的資料。
- 1.7.2 （如閣下並非個人）本行獲授權向閣下其中一位或多位董事、合夥人或本行認同為閣下管理組織成員的其他人士提供戶口或服務的資料或有關資料（不論該等人士是否戶口或服務的獲授權簽署人士亦不論彼等的簽署權限）。
- 1.7.3 本行有權就提供任何戶口或服務的資料或有關資料收取行政費用。

1.8 終止或暫停服務或戶口

- 1.8.1 (a) 如欲終止服務或戶口，閣下可向本行發出事先書面通知，通知期必須為本行接納的時段。
- (b) 本行可給予或不給予閣下通知或理由而 (i) 終止全部或任何部分服務，或 (ii) 終止戶口。
- 1.8.2 (a) 本甲部分第 1.8.2 條不限制或削弱在甲部分第 1.8.1 條下本行的終止權。
- (b) 如本行認為下列第 (c) 段中的事件或其中任何一項（各稱「違約事件」）發生，本行有權即時暫停或終止全部或任何部分服務或戶口。
- (c) 下列事件為違約事件：
 - (i) 閣下違反或未能履行或遵守本條款及細則。這可包括閣下未能結清任何交易、繳付任何到期金額或未能履行有關服務或戶口的任何其他責任。
 - (ii) 本行認為或有理由懷疑：(1) 本行未獲給予有效授權書，或 (2) 閣下並非戶口的真正擁有人或沒有權限操作戶口。

1.9 本行從閣下戶口支賬的權利；抵銷

- 1.9.1 閣下同意本行對閣下就戶口所負債務不超過本行經扣除或提撥閣下就戶口或在任何方面對本行所負的所有債務的總額後，持有的戶口結餘淨金額。閣下對本行所負的債務 (i) 可能為實際、或待確定、現有、將有或遞延、基本性或擔保性的欠債及 (ii) 可由閣下獨自或與任何其他人士共同欠下。
- 1.9.2 在不限制或削弱甲部分第 1.9.1 條的效力，以及在不限制或削弱法律或任何合約授予本行的任何權利的情況下，本行有權無須事先通知閣下而採取下列（或其中任何一項）行動：
 - (a) 就閣下應向本行繳付的任何金額（包括任何費用、開支或利息），從任何戶口支賬，不論相關戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同累算費用、開支及利息（以本行可指定的利率或金額就所欠金額累算）清還所欠金額；
 - (b) 扣起、組合或合併閣下於本行維持的戶口的結餘，並把任何存放在戶口的款項（以存款或信貸便利的形式）作抵銷或轉賬，以結清有關服務或在本條款及細則下閣下欠本行的任何金額。閣下的該等欠債 (i) 可能為實際或待確定、現有、將有或遞延、基本性或擔保性的欠債，(ii) 可由閣下獨自或與任何其他人士共同欠下，及 (iii) 可包括費用、開支或利息；及
 - (c) 如閣下在本行維持的戶口的結餘（不論任何貨幣）等於或少於閣下欠本行的金額，當該等結餘到期或被閣下要求償還時拒予償還。如本行就任何結餘行使此權利，該等結餘將大體按緊接本行行使此權利前有效的條款及細則或本行認為適當的其他條款而列為本行所欠金額。
- 1.9.3 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）。
- 1.9.4 如閣下是個人，本行在本甲部分第 1.9 條下的權利不會因閣下逝世或在法律上無行為能力而受限制或被削弱。

1.10 收集及披露閣下的資料

1.10.1 定義

本甲部分第 1.10 條中使用的詞語有下列涵義。本甲部分第 1.10 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。

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。

關連人士指閣下以外的人士或單位，而其資料（包括個人資料或稅務資料）由閣下（或閣下代表）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、閣下的代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係關乎閣下及滙豐集團的關係。

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。

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、維持及結束閣下的戶口，(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) 維持本行與閣下的整體關係，包括向閣下促銷服務或產品、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 (1) 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。

稅務資料指關於閣下稅務狀況或關連人士稅務狀況的文件或資料。

閣下資料指所有或任何有關閣下或關連人士的下列各項（如適用）：(a) 個人資料，(b) 關於閣下、閣下的戶口、交易、使用本行產品及服務，及閣下與滙豐集團關係的資料，及 (c) 稅務資料。

凡提及單數則包括複數，反之亦然。

1.10.2 收集、使用及分享閣下資料

本甲部分第 1.10.2 條解釋本行如何使用閣下資料。如閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體，資料私隱通知／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《通知》）（如適用）亦包含有關本行及滙豐集團如何使用閣下資料中的個人資料的重要信息。閣下應一併閱讀本條款及《通知》。本行及滙豐集團成員可按本甲部分第 1.10 條及（如閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體）《通知》使用閣下資料。

閣下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須要披露；
- 獲資料當事人同意作出披露；或
- 按本甲部分第 1.10 條（包括本甲部分第 1.10 條所提及的附錄二及（如適用）《通知》）中所載的條款和條件作出披露。

收集

(a) 本行及其他滙豐集團成員可收集、使用及分享閣下資料。本行或本行代表或滙豐集團代表可要求提供閣下資料。閣下資料可直接從閣下、或從代表閣下的人士或其他來源（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) 如閣下是法團（包括公司），本行及滙豐集團成員可按本甲部分第 1.10 條及／或附錄二所載的用途（統稱「用途」）使用、轉移及披露閣下資料。

如閣下不是法團（例如，閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體），本行及滙豐集團成員可為下列用途使用、轉移及披露閣下資料：(i) 按本甲部分第 1.10 條及／或附錄二（適用於閣下資料中的非個人資料）所載的用途，及 (ii) 按本甲部分第 1.10 條及／或《通知》（適用於個人資料）所載的用途（(i) 至 (ii) 統稱「用途」）。

分享

(c) 如閣下是法團（包括公司），本行可（因應用途在必要及適當時）向本甲部分第 1.10 條及／或附錄二所載的接收者轉移及披露任何閣下資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

如閣下不是法團（例如，閣下是個人、獨資經營、合夥經營、商號或任何其他非法人團體），本行可（因應用途在必要及適當時）向本甲部分第 1.10 條、《通知》（適用於個人資料）及／或附錄二（適用於閣下資料中的非個人資料）所載的接收者轉移及披露任何閣下資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

閣下的責任

(d) 不時提供予本行或滙豐集團成員的閣下資料如有任何變更，閣下同意從速（在任何情況下於三十 (30) 天內）以書面通知本行。閣下亦同意從速回覆本行或滙豐集團成員就提供閣下資料的任何要求。

(e) 閣下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甲部分第 1.10 條、附錄二及（如適用）《通知》所載處理、披露、使用及轉移。閣下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。閣下同意本行按本條款及細則所述的方式使用、儲存、披露、處理及轉移所有閣下資料，並須作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上所述行事。如閣下未能或未有在任何方面遵守 (e) 及 (f) 列出的責任，閣下同意從速以書面通知本行。

(g) 如：

- 閣下或任何關連人士未有按本行合理的要求從速提供閣下資料，或
- 閣下或任何關連人士拒絕給予或撤回任何本行為用途（不包括向閣下促銷或推廣產品及服務有關的用途）處理、轉移或披露閣下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：

- 未能向閣下提供新服務或繼續提供全部或部分服務，並保留終止本行與閣下關係的權利；
- 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、轉移或結束閣下的戶口。

另外，如閣下未有按要求從速提供閣下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閣下或該關連人士的狀況，包括閣下或關連人士須否向稅務機關申報。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。

1.10.3 金融罪行風險管理活動

- (a) 金融罪行風險管理活動可包括：(i) 審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何閣下或替閣下收取或支付的款項；(ii) 調查款項的來源或預定收款人；(iii) 組合閣下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），或確認閣下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、處理閣下的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對閣下或任何第三方就不論任何方式產生並蒙受或招致（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須向閣下或第三方負責。

1.10.4 稅務合規

閣下承諾自行負責了解及遵守閣下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（而非其個人身分）為自身作出相同承諾。某些國家／地區的稅務法例具有跨領域效力，不論關連人士或閣下的居籍、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。本行建議閣下尋求獨立法律及稅務意見。閣下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須負責。

1.10.5 雜項

- (a) 如本甲部分第 1.10 條的條文與閣下與本行之間的任何其他協議或規管任何其他服務、產品、業務關係或戶口的條文有任何不一致，概以本甲部分第 1.10 條為準。
- (b) 本甲部分第 1.10 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甲部分第 1.10 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。

1.10.6 終止後繼續有效

即使閣下、或本行或滙豐集團成員終止對閣下提供任何服務或閣下的任何戶口結束，本甲部分第 1.10 條繼續有效。

1.10.7 閣下確認盡閣下所知，向本行提供的所有閣下資料均屬完整、準確及最新。

1.11 通訊

- 1.11.1 閣下同意本行可不時使用閣下提供並已在本行紀錄中的任何聯絡資料（包括地址、電話號碼、電郵地址（僅適用於商業客戶；包括銀行記錄中客戶聯繫人的電郵地址）及傳真號碼）聯絡閣下（不論以信件、電話、短訊、傳真、電郵或其他方法）。
- 1.11.2 如本行認為本行根據最後於本行登記的任何聯絡資料而向閣下發出的通訊不能送達閣下，本行可停止向閣下繼續發出通訊（包括戶口結單、交易通知書及確認書和其他通訊）。
- 1.11.3 除非本行另有指定，否則在下列情況下，閣下即被視為已收到本行給閣下的任何通知：
 - (a) （如以專人派遞）在專人派遞或置放該通訊於閣下最後以書面通知的地址之時；
 - (b) （如以郵寄方式發出）在本行向閣下地址郵寄該通訊後四十八 (48) 小時（如屬香港地址）或七 (7) 日（如屬香港境外地址）；
 - (c) （如以傳真方式發出）緊隨本行向閣下最後以書面通知本行的傳真號碼傳真該通訊後；
 - (d) （如以電郵方式發出）緊隨本行向閣下最後以書面通知本行的電郵地址電郵該通訊後；
 - (e) （如在網上理財賬戶提供）緊隨本行把該通訊提供至閣下的網上理財賬戶後；或
 - (f) （如以公開張貼作通訊方式）緊隨本行在官方網站或在本行的範圍內公開張貼該通訊後。
- 1.11.4 閣下應以本行不時接受的形式或方式（包括電話、自動櫃員機、銷售點終端機、電子方式及其他方式）向本行發出通訊。如任何通訊不是以本行接受的形式或方式向本行作出，本行有權不按該通訊作出行動，而本行無須對閣下因而招致或蒙受的任何種類的任何損失、成本或損害負責。
- 1.11.5 本甲部分第 1.11 條不會限制或削弱本條款及細則中適用於 (i) 本行向閣下發出戶口結單、交易通知書或確認書或 (ii) 閣下向本行發出指示的任何條文的效力。

1.12 更改條款

本行有權透過通知不時更改本條款及細則（包括費用及收費）及規管任何服務或任何戶口的任何其他條款及細則。本行將在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下適用於閣下的更改。除非本行在更改本條款及細則的生效日期前收到閣下的通知在該更改的生效日期前結束相關戶口或終止相關服務，否則閣下將受有關更改約束。本行無責任就不適用於閣下的任何更改通知閣下。

1.13 本行責任的限制

- 1.13.1 本行向閣下提供的任何服務或本行的設備或設施，或就相關服務執行本行的職責及責任，出現任何干擾、延誤或失誤（不論全面或局部），如屬於本行或本行的代理或代名人的合理控制以外的原因或情況造成，則本行無須對閣下因而招致或蒙受的任何種類的任何損失、成本或損害負責。
- 1.13.2 就因本行提供服務或未有或延遲提供服務而引致或相關的任何利潤或利息損失、間接或相應而生的損失，本行在任何情況下均無須對閣下或任何其他人士負責。

1.14 閣下的彌償

- 1.14.1 就因或有關下列（或其中任何一種）情況而引致(i)本行、(ii) 本行的代理及代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或彼等提出，或對本行或彼等提出），及所有損失、損害及合理的成本及開支，閣下均須對本行及彼等作出彌償及付還，但甲部分第 1.14.2 條所載則除外：
 - (a) 閣下使用服務，或本行向閣下提供服務、維持閣下的戶口，或為或與閣下進行任何交易；
 - (b) 本行決定不處理任何指示，或本行因任何原因延遲處理或未能執行部分或全部指示；
 - (c) 本行在收到指示時及執行指示時之間出現相關資產的價格波動；

(d) 閣下未有履行本條款及細則、適用法規下或有關服務或戶口的責任；及

(e) 本行保留或強制執行有關服務及戶口的權利，或行使有關權力。

即使服務、戶口或本條款及細則被終止後，本彌償仍繼續有效。

1.14.2 如甲部分第 1.14.1 條所載的任何法律行動、訴訟、索償、損失、損害或款項，證實是因 (i) 本行、(ii) 本行的代理或代名人或 (iii) 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，閣下無須在甲部分第 1.14.1 條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。

1.15 費用、開支、佣金及利息

1.15.1 閣下須繳付本行就提供服務或維持戶口的費用。有關費用會在開立戶口、要求提供服務或執行指示時或不時通知閣下。在開立戶口後，如在本行不時指定的期間內結束戶口，本行可酌情徵收費用。閣下亦可向本行任何一間分行索取本行的收費表。

1.15.2 閣下須繳付予本行就有關服務或戶口不時合理地招致而金額合理的所有成本及開支。該等成本及開支可包括就閣下資產應繳付的所有適用的稅項及徵費，及為保留或因強制執行本行有關服務及戶口的權利而引致的任何開支。

1.15.3 本行可聘用一個或多個滙豐集團成員或任何其他人士協助本行向閣下提供服務或達成閣下的要求。閣下亦同意本行可就該等人士向本行提供服務支付彼等任何性質的報酬（不論是費用、佣金、回扣或其他付款）。本行可把閣下介紹給本行的滙豐集團成員或任何其他人士，並向彼等支付報酬。該等報酬不會影響就相關服務或戶口閣下應向本行繳付的費用及收費的金額（包括本行聘用的任何收數代理的費用及就要求、收回、起訴或追討任何未清還或逾期金額的法律費用）。

1.15.4 本行可接受就因或有關提供服務而由任何經理人、證券經紀、包銷商或其他人士（不論是否滙豐集團成員）支付予本行的任何回扣、經紀佣金、佣金、費用、獎勵費、折扣或其他利益，包括就涉及代閣下購入或出售任何證券或其他資產的交易而支付予本行的任何金額。本行有權為自身的絕對利益保留該等款項。

1.15.5 戶口的利息如下述累算：

(a) 以每日為基準；

(b) 以戶口內的結餘；及

(c) 按本行不時酌情指定的利率。

本行會在本行的範圍內張貼或在本行的網頁公布不時適用的利率。如利率高於零，利息會由本行向閣下支付並會每個月結束後（或按本行可不時設定的其他時段）成為戶口入賬的記項。

1.15.6 本行有權不時設定或更改任何可累算利息的最低結餘金額，而無須事先通知。如戶口內的結餘低於本行設定的最低結餘金額，戶口將不會累算該利息。

1.15.7 如在計息期內本行或閣下因任何原因結束戶口，利息會累算至在結束戶口前的最後一個曆日。

1.15.8 未經授權透支（只適用於儲蓄戶口及港幣、美元或人民幣往來戶口）

如閣下向本行發出指示從閣下的戶口進行付款或提款 (i) 而閣下的戶口中並無足夠資金及 (ii) 如本行執行該指示，會導致閣下的戶口透支或超過現有透支限額，本行將視此為閣下就未經授權透支服務的非正式要求，而本行可：

(i) 拒絕閣下的要求及該指示並就考慮及拒絕閣下的要求徵收服務費；或

(ii) 同意閣下的要求並向閣下提供透支服務或增加閣下的現有透支限額。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。

1.16 適用於非個人的條文

1.16.1 就更改董事、股東等發出通知

閣下會就閣下的董事、股東、合夥人、控制人、法律身分或章程文件的任何更改以本行可不時接受的形式通知本行。

1.16.2 就發行不記名股份的限制

當閣下或閣下的任何股東（不論直接、間接、法律或實益股東）是於容許發行不記名股份的司法管轄區成立的公司，閣下確認及同意 (i) 閣下及該等股東均沒有發行任何不記名股份及 (ii) 若閣下或任何閣下的股東發行不記名股份或將其任何股份轉為不記名股份，閣下或該股東會立即通知本行。

1.16.3 公司查冊

當閣下是於香港成立的公司或於香港註冊的非香港公司，本行有權在公司註冊處就閣下進行查冊。如任何查冊結果與閣下提供的任何資料有任何差異，本行有權採取所需行動。該等行動可包括 (i) 拒絕為閣下開立戶口，或 (ii) 如閣下已在本行開立戶口，要求更正該等差異或限制使用、暫停或終止該戶口或任何服務。

1.17 雜項條款

1.17.1 貨幣折算

除非本行在本條款及細則中另有指明，否則如按本條款及細則須要或適宜的情況把一種貨幣折算為另一種貨幣時，該折算會按本行當時的匯率進行。本行於任何其他時候提供的匯率可能與本行在進行折算時採用的匯率不同，故只供閣下參考。

1.17.2 本行不執行貨幣折算交易的權利

本行在執行貨幣折算交易前，可能會要求閣下提供資料或文件以證明有關貨幣折算交易符合所有適用法規。如閣下未能提供令本行滿意的資料或文件，本行有權拒絕執行貨幣折算交易。

1.17.3 追討及收回債務

本行有權聘用任何人士協助本行追討及收回閣下欠本行的任何未清還或逾期的金額。該等人士包括任何收數代理或任何其他服務供應商。

1.17.4 紀錄

在提供服務的過程中，本行（或本行的任何代理或代名人）可用磁帶、錄像或其他方法記錄及監察閣下的指示或與閣下的通訊。本行有權在本行認為適當的一段期間後銷毀該等紀錄。本行可收集、儲存及分析閣下的話音紀錄，建立閣下獨有的「聲紋檔案」。當閣下致電本行時，本行可以此聲紋檔案識別閣下身分。

1.17.5 縮影或掃描

與閣下、戶口或任何服務相關的任何文件或紀錄，本行有權在縮影或掃描後把該等文件或紀錄銷毀。本行亦有權在本行認為適當的一段期間後銷毀任何已縮影或掃描的文件或紀錄。

1.17.6 額外條款及細則規管戶口及服務

除本條款及細則外，其他條款及細則可能適用於不同種類的戶口或服務。該等條款及細則副本可向本行任何分行索取。如該等條款及細則與本條款及細則有任何不一致，概以該等條款及細則為準。

1.17.7 委任代理或代名人

本行可委任任何其他人士作本行的代理或代名人為本行履行任何服務。該人士包括以本行的代理或代名人的身分行事的任何服務供應商或分包商，而不包括任何第三者服務供應商或分包商。就此 (i) 本行可向該人士轉授本行的任何權力，而 (ii) 閣下授權本行向該人士披露或轉移有關閣下、戶口或服務的任何資料。在受限於甲部分第 1.13 條的前提下，本行仍須為本行在本條款下委任的任何人士的疏忽或故意失責負責，猶如本行自行履行有關服務一樣。

1.17.8 由本行或閣下轉讓

- (a) 在無須閣下同意的情况下，本行可隨時向任何人士轉讓或轉移本行的任何或全部權利及責任。
- (b) 除非本行事先書面同意，否則閣下不得向任何人士轉讓或轉移閣下的任何權利或責任。

1.17.9 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

1.17.10 第三者權利

除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

1.17.11 管轄法律及版本

- (a) 本條款及細則受香港法律管轄並按其詮釋。
- (b) 本條款及細則的英文版本與中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

1.17.12 管轄權

- (a) 閣下服從香港法院的非專有管轄權。
- (b) 本條款及細則可在任何具司法管轄權的法院強制執行。

1.17.13 制裁

- (a) 閣下表述及確認 (1) 閣下、(2) 閣下的任何子公司或 (3) 閣下的任何董事、職員、僱員、代理或附屬公司或閣下的任何子公司的董事、職員、僱員、代理或附屬公司均不是下列人士或實體（「該人士」），亦不是由該人士所擁有或控制：
 - (i) 由美國財政部外國資產管制處、美國國務院、聯合國安全理事會、歐盟、英國財政部、香港金融管理局或任何其他有關制裁機關實施或執行的任何制裁（統稱「制裁」）的對象；或
 - (ii) 該人士位於、組織於或居住於的國家或地區或其政府是制裁對象，包括克里米亞地區，古巴，伊朗，北韓，蘇丹及敘利亞。
- (b) 閣下同意閣下不會直接或間接使用任何戶口內的資金或本行提供的任何融資，或將該等資金貸出、出資或以其他方式向任何子公司、聯營企業合夥人或其他該人士提供該等資金：
 - (i) 為任何該人士的任何活動或業務或與該人士進行的任何活動或業務提供資金，或為在任何國家或地區內的任何活動或業務提供資金，而於提供該等資金時該人士、國家或地區或其政府是制裁對象；或
 - (ii) 以任何其他形式導致任何該人士違反制裁。

第二部分：戶口的操作

2.1 港幣、美元及人民幣往來戶口

2.1.1 利息

除非本行另行指定，否則往來戶口內的結餘不會累算利息（不論利率高於或低於零）。

2.1.2 謹慎處理支票

- (a) 當閣下持有港幣、美元或人民幣往來戶口時，閣下可要求本行向閣下發出一本支票簿。
- (b) 閣下有責任小心保管支票簿及支票，並應採取適當的保安措施，包括鎖藏，以防支票簿及支票遺失、被竊或被未經授權使用。
- (c) 所有支票應以該往來戶口的貨幣（按情況適用，即港幣、美元或人民幣）開出。
- (d) 閣下可透過本行接納的方法申請往來戶口的支票簿。本行有權不發支票簿。本行會把支票簿郵寄至閣下在本行紀錄中的地址。本行無須就因任何遞送方法引致的延誤或遺失負責。
- (e) 在收到支票簿後或使用支票簿前，閣下須核對列印在支票上的序列號碼、戶口號碼及閣下的姓名，並核對支票數量，並在合理可行的情況下盡快向本行報告任何不當的情況。
- (f) 如閣下擬非親自遞交支票，應刪去「或持票人」字樣及把支票劃線。
- (g) 閣下須謹慎開出支票以確保其準確。閣下不應任何方法開出支票，讓他人可修改支票或可有助於他人進行詐騙或偽冒。特別注意：
 - (i) 在支票的預留位置填寫金額時，閣下以大寫及數字填寫的金額應盡量互相貼近並盡量靠近左邊，切勿留下空間讓他人書寫其他文字或數字；
 - (ii) 以大寫填寫金額後閣下應加「正」字結尾，用數字填寫金額時應只用阿拉伯數字；
 - (iii) 閣下應以不能被擦掉的墨水筆或原子筆用中文或英文填寫及簽署每張支票，並以本行紀錄中閣下的簽名式樣簽署支票；
 - (iv) 支票上的任何修改應由閣下加簽完整簽名確認。就支票上不易察覺的修改產生的任何損失，閣下同意本行無須負責；及
 - (v) 閣下應遵守列印在支票簿內頁的條款及任何其他有效的條款。
- (h) 如已簽署的支票或支票簿遺失、被竊或未經授權使用，閣下須在合理可行的情況下盡快以書面通知本行。

- (i) 閣下同意及授權本行如下述行事：
- (i) 以電子或本行認為適當的形式記錄由閣下開出的支票；
- (ii) 在付款後，支票可由代收銀行或香港銀行同業結算有限公司保存，而保存期為有關結算所操作的規則就相關貨幣所指定的期間。代收銀行或香港銀行同業結算有限公司可在隨後銷毀支票；及
- (iii) 就載於上列 (i) 及 (ii) 段的安排及事宜與代收銀行、香港銀行同業結算有限公司及其他人士訂立合約。

2.1.3 退票

在下述（或其中任何）情況下，本行有權不支付支票：

- (a) 支票中有錯誤；及
- (b) 有本行認為適當的任何其他原因。

本行有權退回支票並徵收服務費。

如閣下簽發支票 (i) 而閣下的往來戶口中並無足夠資金及 (ii) 如本行兌現支票，會導致閣下的往來戶口透支或超過現有透支限額，本行將視此為閣下就未經授權透支服務的非正式要求，而本行可：

- (i) 拒絕閣下的要求、退回該支票並就考慮及拒絕閣下的要求徵收服務費；或
- (ii) 同意閣下的要求並向閣下提供透支服務或增加閣下的現有透支限額。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。

2.1.4 止付命令

- (a) 如欲止付支票，閣下應向本行發出清晰的指示。如本行未有及時收到閣下的止付指示讓本行阻止付款，本行無責任執行此止付指示。
- (b) 閣下應在指示中提供支票號碼以便清楚識別支票。如閣下提供非支票號碼的任何資料，本行無責任但可酌情執行指示，並無須就此負責。如閣下除提供支票號碼外亦提供其他資料，本行無責任確保閣下提供的資料與支票上的相關資料相符。
- (c) 如本行未能確定止付指示的真偽，本行無責任執行該指示以阻止付款。儘管如此，如本行基於誠信認為止付指示是由閣下發出或經閣下授權，本行可酌情執行指示。在任何情況下本行均無須就此負責。即使該指示不正確、虛假或不清晰或非由閣下發出或非經閣下授權，閣下亦須受該指示約束。閣下應在合理可行的情況下盡快以本行接納的方式向本行確認指示。

2.1.5 從美元往來戶口提取現金

- (a) 美元現金提款受美元供應所限。（如閣下是個人）只有閣下或（如閣下並非個人）只有獲閣下書面授權人士方可以支票從閣下的美元往來戶口提取現金。本行可要求預早最少七 (7) 天通知。
- (b) 閣下不可就閣下的美元往來戶口簽發現金支票。

2.2 港幣、美元或人民幣以外的往來戶口

當閣下的往來戶口貨幣為港幣、美元或人民幣以外的其他貨幣：

2.2.1 利息

除非本行另行指定，否則往來戶口內的結餘不會累算利息（不論利率高於或低於零）。

2.2.2 無支票簿

往來戶口不獲發支票簿。

2.2.3 提款

- (a) 提款指示應 (i) 以書面或 (ii) 經海外銀行以核證電報或電傳發出。
- (b) 外幣現金提款受該貨幣供應所限。本行可要求預早最少七 (7) 天通知。

2.3 證券戶口及投資服務戶口

閣下證券戶口及投資服務戶口內的所有證券及其他資產可由本行或本行的代理持有。

2.4 資金轉賬（包括識別登記、直接付款授權和使用二維碼服務）

2.4.1 定義：

本甲部分第 2.4 條中使用的詞語有下列涵義。本甲部分第 2.4 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。

預設賬戶指閣下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。

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、儲值支付工具持牌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。

2.4.2 銀行服務的範圍及使用條款

- (a) 本甲部分第 2.4 條的條文適用於本行有關資金轉賬的服務，包括本行提供有關快速支付系統的服務。本條款及細則中的其他條文，凡內容相關的而且沒與本甲部分第 2.4 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，若本甲部分第 2.4 條的條文和本條款及細則的其他條文有任何不一致，均以本甲部分第 2.4 條的條文為準。
- (b) 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。閣下須接受及遵守此等條款及程序方可使用銀行服務。
- (c) 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。
- (d) 閣下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，方可讓本行代閣下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。
- (e) 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。
- (f) 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。
- (g) 當閣下要求本行代閣下於結算公司快速支付系統中登記任何識別代號，或代閣下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，閣下即同意遵守本甲部分第 2.4 條的條文並受其約束。

2.4.3 賬戶綁定服務—登記及更改識別代號及相關紀錄

- (a) 閣下須於結算公司快速支付系統登記閣下的識別代號，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。
- (b) 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。閣下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，方可讓本行代閣下登記或更改識別代號或任何相關紀錄。
- (c) 倘閣下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，閣下必須將其中一個賬戶設置為預設賬戶。當閣下指示本行代閣下設置或更改預設賬戶，閣下即同意並授權本行代閣下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。

2.4.4 電子直接付款授權服務

- (a) 閣下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，方可讓本行代閣下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，本行將不會通知閣下任何有關識別代號的更改。
- (b) 如果閣下已經在戶口設置了直接付款授權（包括電子直接付款授權），但於長時間內未有根據該授權而作出過賬，本行保留權利取消該直接付款授權而無須另行通知閣下，即使該授權並未到期或未有註明授權到期日或終止日期。

2.4.5 二維碼服務

- (a) 使用二維碼服務及閣下的責任
 - (i) 二維碼服務容許閣下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，閣下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，閣下須自行下載更新版本。視乎更新版本，閣下可能在下載最新版本前無法使用二維碼服務。閣下須負全責確保已於閣下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。倘本行發現閣下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閣下的賬戶及／或禁止閣下存取二維碼服務。
 - (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) 閣下必須遵守規管閣下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。
- (b) 保安
 - (i) 閣下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）的裝置是指未經閣下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，閣下須自行承擔全部風險，就閣下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) 閣下須就在使用二維碼服務過程中由閣下或獲閣下授權的任何人士發出的指示或要求負全責。
 - (iii) 閣下須負全責確保閣下的流動裝置所顯示或儲存的資料受妥善保管。
 - (iv) 如閣下知道或懷疑有任何其他人士知悉閣下的保安資料，或曾使用或企圖使用閣下的保安資料，或如閣下的流動裝置遺失或被竊，閣下必須在合理切實可行情況下盡快通知本行。
- (c) 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，或閣下的流動裝置不被損害。本行對閣下使用二維碼服務而引致任何損失概不負責。
 - (iii) 閣下明白及同意：
 - (1) 閣下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) 閣下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閣下的電腦或其他裝置造成的任何損害或資料損失，概由閣下負責。

(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。

2.4.6 收集及使用客戶資料

- (a) 為了使用銀行服務，閣下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：
- 閣下；
 - 閣下任何付款或資金轉賬的收款人，或閣下設置電子直接付款授權的交易對方；及
 - 如閣下為公司、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，閣下的任何董事、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」。
- (b) 閣下同意（及如適用，閣下代表閣下的每名董事、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：
- 向閣下提供銀行服務，維持及運作銀行服務；
 - 處理及執行閣下不時有關銀行服務的指示及要求；
 - 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；
 - 按需遵守的監管規定而作出披露；及
 - 任何與上述有關的用途。
- (c) 閣下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。
- (d) 倘客戶資料包括閣下以外其他人士的個人資料或其他資料，閣下確認閣下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。

2.4.7 閣下的責任

- (a) **識別代號及賬戶現時真正的持有人或授權使用人**
閣下只可為自己的賬戶登記閣下自己的識別代號，亦只可為自己的賬戶設置電子直接付款授權。閣下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。當閣下指示本行代閣下登記任何有關快速支付系統的識別代號或賬戶，即確認閣下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。
- (b) **識別代號**
任何閣下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閣下於相關時間在本行紀錄上登記的聯絡資料相同。
- (c) **正確資料**
- 閣下須確保所有閣下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。閣下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。
 - 在發出每項付款或資金轉賬指示時，閣下須對使用正確及最新的識別代號及相關紀錄負全責。閣下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。
 - 閣下承認，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閣下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。
- (d) **適時更新**
閣下有完全責任向本行適時發出指示及提供資料變動或更新，以更改閣下的識別代號（或相關紀錄）或任何電子直接付款授權設置，包括但不限於更改閣下的預設賬戶，或終止任何識別代號或電子直接付款授權。閣下承認，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，備存閣下最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。
- (e) **更改預設賬戶**
倘閣下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。閣下如欲設置另一賬戶作為預設賬戶，閣下須透過維持該賬戶的參與者更改登記。
- (f) **閣下受交易約束**
- 就任何付款或資金轉賬，當閣下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，並對閣下具有約束力。
 - 就任何登記識別代號或設置電子直接付款授權而言，當閣下向本行發出指示，該指示即屬不可撤銷，並對閣下具有約束力。閣下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。
- (g) **負責任地使用銀行服務**
閣下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：
- 閣下必須遵守所有規管閣下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。閣下不得使用銀行服務作任何不合法用途或任何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。
 - 凡向使用結算公司快速支付系統收取閣下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，閣下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。
 - 閣下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。
- (h) **其他有關付款及資金轉賬的責任**
本行將按本部份及本條款及細則下的適用條文處理閣下就銀行服務的任何指示。閣下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。
- (i) **閣下須就授權人士負責**
當閣下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（不論閣下為個人、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）：
- 閣下須為每名獲閣下授權的人士的所有作為及不作為負責；

- (ii) 任何本行收到並真誠相信乃由閣下或任何獲閣下授權的人士發出的指示或要求，均屬不可撤銷並對閣下具有約束力；及
- (iii) 閣下有責任確保每名獲閣下授權的人士均會遵守本甲部分第 2.4 條就其代閣下行事適用的條文。

2.4.8 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閣下的指示及要求。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閣下的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行閣下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閣下任何的識別代號（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閣下。

2.4.9 有關結算公司快速支付系統的責任限制

在不限制或減低甲部分第1.13條的效力下：

- (a) 本行無須負責閣下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閣下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、僱員或代理的疏忽或故意失責引致；及
- (b) 為求清晰，本行無須負責閣下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：
 - (i) 閣下未遵守有關銀行服務的責任；及
 - (ii) 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（如適用）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。

2.4.10 本行於資金轉賬的權利和責任

閣下可指示本行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）進行本地或海外資金轉賬。除非本行另有指定，否則下列條款適用：

- (a) 本行有權無須提供理由拒絕接受執行資金轉賬的指示。如本行接受指示，在執行時本行有權按本行酌情權使用任何本行的發送安排。
- (b) 本行有權用文字或代碼進行資金轉賬，本行無須為 (i) 訊息在傳送過程中出現任何遺失、延誤、錯誤、遺漏或更改，及 (ii) 訊息被收訊人誤解（或上述任何一項）而負責。
- (c) 當進行資金轉賬時，如收款戶口的貨幣與資金轉賬的貨幣不同，資金轉賬或會被兌換成收款戶口的貨幣。
- (d) 如閣下要求繳付代理銀行或收款銀行的收費或海外收費，本行會通知代理銀行或收款銀行該要求。收款人是否收取資金轉賬的全數金額由代理銀行或收款銀行決定。本行就此無控制權亦無須負責。
- (e) 如操作情況或適用法規所需，本行有權透過非閣下指定的代理銀行或收款銀行或參與者執行資金轉賬。
- (f) 如本行因任何原因未能提供實際的匯率報價，本行有權以臨時匯率執行資金轉賬。該臨時匯率在確定實際匯率時再作出調整。閣下授權本行從閣下的戶口支取或向閣下的戶口存入臨時匯率與實際匯率之間的任何差額。
- (g) 如閣下有意在指定日期進行資金轉賬，閣下應在指示中清楚註明該指定日期。
- (h) 如本行匯款部於本行設定的相關截數時間前未有收到資金轉賬指示，可能不在同日處理該指示。
- (i) 資金轉賬指示受下列（或其中任何一項）事宜限制：
 - (i) 收款地的相關截數時間；
 - (ii) 交收銀行要求的付款安排；及
 - (iii) 相關服務能夠提供的情况，這包括適用貨幣的結算系統或有關代理銀行或收款銀行或參與者所在地的結算系統的服務。因此，本行可能須在收款日前從閣下的戶口支取付款金額。就閣下或任何其他人士因此而招致或蒙受的任何利息開支或損失，本行無須負責。
- (j) 本行無須知會閣下任何下列（或其中任何一項）事宜。閣下應該就等事宜自行查詢：
 - (i) 適用法規可能施加的任何外匯管制或限制。閣下因該等管制或限制而引致或相關的任何損失或延誤，本行無須負責；及
 - (ii) 代理銀行或收款銀行或任何其他銀行或參與者可能徵收的任何收費。
- (k) 如收款人並無在任何滙豐集團成員或本行的代理維持戶口，本行及本行的代理有權根據收款地的認可的銀行慣例付款，而無須通知閣下。
- (l) 即使本行已接受資金轉賬指示，如本行合理地認為出現下列（或其中任何一個）情况，本行有權拒絕處理或進行付款，而無須通知閣下：
 - (i) 閣下指示中指定的付款戶口中的可用資金不足；
 - (ii) 有關指示的任何資料不正確、不完整或不清晰；
 - (iii) 指示或處理指示會違反任何適用法規；及
 - (iv) 閣下指定的額外指示或要求不獲本行接受。
- (m) 在處理資金轉賬指示時，本行可能因有關打擊洗黑錢及恐怖分子融資活動的適用法規的要求，披露有關閣下的個人資料或其他資料。這可包括付款戶口號碼、閣下的姓名、地址、出生日期、個人或公司身分證文件號碼及其他獨有資料。閣下明確授權 (i) 本行向任何代理銀行或收款銀行或參與者、收款人或任何權力機關作出本行認為適當的披露，及 (ii) 各代理銀行或收款銀行或參與者向任何其他代理銀行或收款銀行或參與者、收款人或任何權力機關作出該代理銀行或收款銀行或參與者認為適當的披露。
- (n) 即使在收到任何止付指示時閣下的戶口仍未被支賬，本行亦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閣下本行是否已成功執行止付指示。對於閣下已支賬的戶口的任何資金轉賬的，本行將不能夠處理止付指示。
- (o) 本行有權從付款金額或閣下在本行的任何戶口（包括附錄一所定義的「戶口」）支取代理銀行或收款銀行或參與者徵收的任何收費。
- (p) 本行會盡力通知收款銀行閣下就資金轉賬指示所指定的任何付款條件，但本行無責任在進行付款前核對或核實是否已經符合該條件。閣下不可撤銷地授權本行進行付款並由閣下自行承擔風險。
- (q) 本行無法查證收款戶口的資料。收款銀行採用的查證程序在不同國家／地區可能有所不同。例如：某些銀行需查證戶口號碼及戶口名稱，方可處理匯入匯款，而某些銀行只需查證戶口號碼或戶口名稱。閣下應確保向本行提供的收款戶口資料屬正確及完整。

- (r) 本行雖會盡力通知代理銀行或收款銀行或參與者任何閣下於資金轉賬指示中致所指定收款人的訊息，但至於代理銀行或收款銀行或參與者會否傳達該訊息或就該訊息採取行動，本行就此無控制權。本行概不負責就代理銀行或收款銀行或參與者未有傳達該訊息或就該訊息採取行動所引致或與之有關的任何損失。
- (s) 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。
- (t) 本行被完全授權從原本戶口扣除任何上述 (s) 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。
- (u) 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，閣下同意採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下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。
- (v) 為協助閣下對欺詐、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。

2.5 存入項目或匯入匯款

- 2.5.1 閣下可用本行不時接納的任何方法把任何項目存入閣下的戶口。在存入項目前，閣下須確保項目所報稱的資料正確無誤。這包括確保項目已適當地註明日期及已簽妥，及以大寫及數字填寫的金額一致。
- 2.5.2 本行有權要求閣下在存入項目時提供該項目的詳情。閣下須提供準確及完整的詳情。本行在發出收據及處理項目時，有權依賴閣下提供的詳情。本行在發出有關項目的收據後，有權核實閣下提供的任何詳情。如收據與本行核實的結果有任何差異，本行核實的結果為最終結果並對閣下具有約束力。本行並有權對適用戶口作出相應調整。
- 2.5.3 匯入匯款或項目的幣種可以是港幣或任何其他貨幣，亦可包括按其他人士的常行指示的付款。該匯入匯款或項目須待本行就其收妥最後付款或其已經結算後方獲本行接受。本行可在收妥最終付款或結算後才讓閣下使用有關款項。就匯入匯款或項目，如本行因任何原因（包括資金不足以付款）未有實際收到全額及最終付款，本行有權從相關的戶口支取適當金額及任何費用。
- 2.5.4 如 (a) 在本行設定的相關截數時間前本行未有收到匯入匯款或項目；或 (b) 任何所需核實程序尚未完成，該匯款或項目的收益可能不會在同日存入閣下的戶口。在收益實際存入閣下的戶口前，不會累算利息（不論利率高於或低於零）。
- 2.5.5 接受外幣支票作付款或交易結算可能涉及風險。有些司法管轄區有適用法規處理發送至該地結算或託收的支票，而在該等適用法規下，即使支票已經結算及收款人就支票收妥付款後，該等支票及已付款項仍可被要求退回。例如，就由一間美國銀行付款的支票而言，如該支票隨後被認為被人以欺詐意圖開出、加簽或修改，付款銀行在最长六 (6) 年的期間內有權要求退款。就美國國庫支票而言，更可能無退款期限。對於被要求退款的任何支票（不論該支票交由本行託收或存入本行），本行有權要求閣下歸還該支票支付予閣下的款項。在適用法規可要求就支票作退款的整段期間內，本行的權利持續有效。本行按下列條款接受存入的任何外幣支票：
- (a) 當本行接受由其他銀行支付的支票時，本行有權決定哪些支票存入本行及哪些支票送交託收。
- (b) 如本行送交支票託收，會受載於國際商會刊物第 522 號的規則（Uniform Rules for Collections）或任何經更新有效的對應版本約束限制。待本行實際收到其他銀行就支票的付款後，方會把支票收益存入閣下的戶口。
- (c) 如本行接受存入的支票不獲兌現或本行被適用法規要求退回託收支票的付款，本行會從閣下的戶口支取該支票的金額（按本行當時的賣出匯率或原本的買入匯率（以兩者中的較高者）計算）及任何收費。
- (d) 本行會從閣下的戶口支取其他銀行的收費（如有），並會通知閣下。

2.6 美元結算系統

有關經在香港設立的美元結算系統交收或結算的美元銀行交易，閣下同意下列事宜：

- (a) 美元結算系統的運作受美元結算所規則及美元操作程序約束；
- (b) 就閣下或任何其他人士由於下列或其中任何一項事宜直接或間接以任何方式引致的任何種類或性質的索償、損失、損害或開支（包括業務損失、業務機會損失、利潤損失或特殊、間接或相應而生的損失），即使香港金融管理局知道或理應知道可能存在損失，香港金融管理局均無須負責：
- (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、或任何美元結算所成員在管理、運作或使用美元結算所或美元結算設施（或其中任何部分）時所作出或沒有作出的任何事宜。這可包括結束或暫停結算機構、美元結算設施或任何美元結算所成員；及
- (ii) 在不限制或削弱上列 (i) 段效力的情況下，發出有關美元結算所規則及美元操作程序的任何通告、通知或批准。

2.7 電子支票

2.7.1 電子支票服務條文－適用性及定義

- (a) 本甲部分第 2.7 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甲部分第 2.7 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服務。就電子支票服務而言，若本甲部分第 2.7 條的條文跟本條款及細則的其他條文出現不一致，均以本甲部分第 2.7 條的條文為準。
- (b) 就電子支票服務為目的，本甲部分第 2.7 條中使用的詞語有下列涵義。本甲部分第 2.7 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。

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。

電子證書指由本行接受的核證機關發出的並獲結算所不時為簽發電子支票目的而承認的證書。

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。電子支票可以港幣、美元及人民幣簽發。

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。

電子支票簽發服務及**電子支票存入服務**指由本行不時分別為簽發電子支票（包括任何有關電子證書的服務）及存入電子支票而提供的服務，而**電子支票服務**則一併指**電子支票簽發服務**及**電子支票存入服務**。

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。

2.7.2 電子支票服務的性質及範圍

- (a) 本行可選擇提供電子支票服務。如本行向閣下提供電子支票服務，閣下可以簽發電子支票及存入電子支票。為使用電子支票服務，閣下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。閣下亦可能需要簽署本行不時指定的表格及文件。
- (b) 電子支票簽發服務讓閣下可按甲部分第 2.7.3 條簽發由本行出票的電子支票。
- (c) 電子支票存入服務讓閣下及其他人士可按甲部分第 2.7.4 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（不論向閣下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）。
- (d) 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票服務。
- (e) 本行有權不時設定或更改使用電子支票服務的條件。該等條件可包括下列各項（或任何一項）：
 - (1) 電子支票服務的服務時間（包括簽發、止付或出示電子支票的截止時間）；
 - (2) 閣下在任何指定時段可以簽發電子支票的最高總金額或最多支票總數量；及
 - (3) 閣下須就電子支票服務支付的任何費用及收費。

2.7.3 電子支票簽發服務（適用於在本行維持網上理財賬戶的戶口持有人）

- (a) 電子支票的版式及簽發電子支票的步驟
 - (i) 閣下須按本行不時指定的步驟及輸入本行不時指定的資料，並按指定的版式及規格簽發每張電子支票。閣下不可加入、移除或修改電子支票的內容、版式、排列或影像。
 - (ii) 每張電子支票必須由閣下（作為付款人）及本行（作為付款人銀行）按本行設定的次序分別以閣下及本行的數碼簽署式樣簽署，但如電子支票為銀行本票，則無須由付款人簽署。
 - (iii) 當閣下由聯名戶口簽發電子支票，閣下須自行負責確保該電子支票按聯名戶口持有人不時授權的電子支票簽署安排，由獲授權人士（等）作出數碼簽署。
 - (iv) （如閣下並非個人）
閣下須自行負責確保每張電子支票均按閣下不時授權的電子支票簽署安排，由獲授權人士（等）代表閣下作出數碼簽署。
- (b) 電子證書
 - (i) 閣下在電子支票上的數碼簽署必須由有效的電子證書產生，該電子證書必須在產生該數碼簽署時有效，並且未過期或被註銷。
 - (ii) 閣下在電子支票上的數碼簽署可由一般用途電子證書或特定用途電子證書產生。
 - (iii) 如本行提供該等服務且閣下選擇用一般用途電子證書產生閣下的數碼簽署，閣下須遵從甲部分第 2.7.3(b)(i) 條維持一般用途電子證書持續有效。
 - (iv) 本行可選擇提供有關特定用途電子證書的服務。本行的服務可包括代閣下申請、持有、維持、更新、註銷及管理特定用途電子證書（或上述任何一項服務）。如本行提供該等服務，且閣下選擇用特定用途電子證書產生閣下的數碼簽署，閣下應指示及授權本行：
 - (1) 按本行不時設定的範圍及方式提供該等服務，這可包括代閣下持有特定用途電子證書及相關密碼匙及密碼，及代閣下按閣下不時指示在電子支票上產生閣下的數碼簽署；及
 - (2) 作出所有需要步驟（包括向發出特定用途電子證書的核證機關提供所有需要的資料及個人資料），以實現特定用途電子證書的目的。
 - (v) 代閣下申請特定用途電子證書時，本行有權依賴閣下提供的資料。閣下須自行負責向本行提供正確及最新的資料。如本行根據閣下提供的不正確或過時資料獲取了特定用途電子證書，閣下仍須受由該電子證書產生的數碼簽署所簽發的任何電子支票約束。
 - (vi) 每張電子證書皆由核證機關發出。就閣下的電子證書，閣下受發出該電子證書的核證機關的指定條款及細則的約束。閣下須自行負責履行閣下在該等條款及細則下的責任。
 - (vii) （如閣下並非個人）
獲閣下授權使用或管理閣下不時於本行維持的網上理財賬戶的任何人士，均獲授權代閣下接受相關核證機關指定的條款及細則，閣下亦同意受該人士代閣下接受的該等條款及細則的約束。
- (c) 向受款人傳送電子支票
 - (i) 當閣下確認簽發電子支票，本行會產生電子支票檔案。閣下可自行下載電子支票檔案用以傳送予受款人。本行亦可代閣下向受款人以電子方式傳送電子支票檔案，如本行有提供此項服務。
 - (ii) 閣下不應向受款人簽發電子支票（或指示本行代閣下簽發電子支票），除非該受款人同意接受電子支票。閣下須自行負責下列各項事宜：
 - (1) 在向受款人簽發電子支票（或指示本行代閣下簽發電子支票）前，通知該受款人其可以同意或拒絕接受電子支票；
 - (2) 使用安全電子方式及採取適當電郵加密及其他保安措施傳送電子支票檔案；及
 - (3) 向本行提供受款人的正確及最新的聯絡資料，讓本行代閣下以電子方式向受款人傳送電子支票檔案，如本行有提供此項服務。

(iii) 電子支票檔案於本行以電子方式按閣下向本行提供的受款人的聯絡資料向受款人傳送後，即被認定為已經送達至受款人。本行無責任核實受款人是否實際收到該電子支票檔案。本行建議閣下跟受款人查明受款人是否已實際收到該電子支票檔案，不論該電子支票檔案由閣下或本行傳送。

(d) 豁免出示要求

每張電子支票的出示只須按業界規則及程序以電子紀錄形式傳送。本行有權支付每張以該方法出示其電子紀錄的電子支票，而無須要求任何其他的出示形式。在不削弱甲部分第 2.7.3(a)(i) 條及甲部分第 2.7.5(a) 及 2.7.5(b) 條的效果的情況下，閣下明確接受不時在每張電子支票上列明的出示要求豁免。

2.7.4 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。就閣下使用電子支票存票服務，閣下受電子支票存票服務條款約束。閣下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閣下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閣下以閣下同名戶口或閣下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。閣下須就閣下或任何其他人士使用閣下的電子支票存票服務戶口出示的所有電子支票負責（包括任何向閣下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）向閣下提供合理協助。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，如閣下要求，本行可以（但無責任）提供使用閣下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，閣下須承擔有關使用電子支票存票服務的責任及風險。閣下或任何其他人士因使用電子支票存票服務或與使用該服務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。

(c) 本行的存入途徑

(i) 存入途徑會於 (A) 本行的公眾網站及 (B) 閣下在本行維持的網上理財賬戶提供。

(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、結算及交付的其他認證及程序。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付。

(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閣下具有約束力。

(v) 閣下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。本行會事先通知閣下新增費用或任何費用修改。本行可以本行指明的方式及時段向閣下收取費用。

(vii) 除本條款及細則外，閣下使用存入途徑即被視為已接受在 (A) 本行的公眾網站及 (B) 閣下在本行維持的網上理財賬戶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。

2.7.5 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

閣下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、交付及結算由閣下簽發或向閣下簽發的電子支票。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，本行有權以下列方法為閣下支付或收取電子支票：

(i) 任何閣下在本行簽發的電子支票向本行出示時，按業界規則及程序支付該電子支票；及

(ii) 按業界規則及程序，向付款人銀行出示任何向閣下簽發的電子支票，以收取款項。

(b) 本行責任的限制

(i) 在不限制或削弱甲部分第 1.13 條的效力的情況下，除下列 (ii) 段所述的情況外，閣下或任何其他人士因使用電子支票服務，或閣下或任何其他人士簽發的電子支票，或通過本行向閣下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、交付或結算，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 (A) 本行、(B) 本行的代理或代名人或 (C) 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，本行會就閣下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，閣下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) 閣下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) 閣下未遵守有關電子支票服務的責任，包括提防未獲授權人士簽發電子支票的責任；

(3) 按業界規則及程序出示由閣下簽發或向閣下簽發的電子支票，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服務，或導致電子支票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，本行均無須向閣下或任何其他人士負責。

(c) 閣下的確認

閣下須接受本行及結算所分別就電子支票服務及結算所提供的服務施加的責任限制及免責條款。閣下須接受及同意，承擔簽發及存入電子支票的風險及責任。

2.8 無進支紀錄的戶口

如戶口在本行設定的期間內無進支紀錄，本行有權就操作該戶口施加限制或條件。除非本行收到閣下明確相反指示，如在本行不時設定的期間內戶口 (i) 結餘為零，或 (ii) 無進支紀錄，本行有權結束該戶口。適用期間可視乎戶口的種類更改，閣下可向本行索取有關資料。

第三部分：其他服務

3.1 電話理財服務（適用於使用電話理財服務的客戶）

3.1.1 電話理財服務範圍及電話指示

- 本行可不時指定或更改電話理財服務的範圍、特點及條款，不論是否有事先通知。閣下可使用電話理財服務及就戶口及卡向本行發出電話指示。
- 閣下須按本行不時接納的方式或形式指定透過電話理財服務操作的戶口及支賬戶口。閣下指定支賬戶口，即確認該支賬戶口的各支賬戶口持有人 (i) 已授權閣下使用電話理財服務從該支賬戶口支賬及 (ii) 接受本甲部分第 3.1 條的條文。
- 閣下發出電話指示的權利受本行的酌情權所限，本行可隨時撤銷該權利而無須事先通知。
- 即使電話理財服務及發出電話指示適用於相關支賬戶口、受款戶口及任何其他戶口的簽署權限或簽署安排有不同的規定，閣下可獨自使用該服務及發出該指示。

3.1.2 本行責任的限制

- 閣下授權本行執行使用閣下電話理財私人密碼而發出的電話指示。對於使用閣下電話理財私人密碼而發出電話指示的人士的身分，本行無責任進行核實。就使用閣下電話理財私人密碼而發出的電話指示，即使未獲閣下授權，本行亦無須就基於誠信執行該電話指示而負責。閣下同意及確認各支賬戶口持有人均同意以上免責條款，而閣下及各支賬戶口持有人須受該等電話指示約束。
- 本行未必即時或於本行收到電話指示當日處理電話指示。這可能由於系統限制、設備功能失常或故障，或其他原因（不論是否本行控制之外）。本行無須就任何延遲或未能執行電話指示負責。就是否執行電話指示或何時執行電話指示，本行的決定為最終決定並對閣下及各支賬戶口持有人具有約束力。

3.1.3 閣下的責任及確認

- 閣下不應披露閣下的電話理財私人密碼或容許任何其他人士使用閣下的電話理財私人密碼（不論是否自願）。閣下應將閣下的電話理財私人密碼嚴格保密。閣下不應以任何方式保留閣下電話理財私人密碼的紀錄，讓其他人士可使用閣下的電話理財私人密碼。如閣下的電話理財私人密碼遺失、被竊、外洩或未經授權使用，閣下應從速向本行報告。
- 閣下及各支賬戶口持有人應確保相關戶口或支賬戶口內有足夠資金或可用信貸便利以執行電話指示。如無足夠資金或可用信貸便利，本行並無責任執行但亦可執行該電話指示。本行執行電話指示之前無須事先通知閣下或任何支賬戶口持有人。就因執行該電話指示而產生的透支、墊支或信貸，閣下及各支賬戶口持有人須負責向本行清還及作出彌償。如本行決定不執行該電話指示，本行無須就因此而產生的任何後果負責。
- 本行回應電話指示而提供的任何匯率或利率報價僅供參考，除非該匯率或利率是本行就一項交易而確認。本行為一項透過電話理財服務的交易確認並被閣下接納的匯率或利率即對閣下及各支賬戶口持有人具有約束力，即使本行可能曾透過任何方式作出不同報價。
- 在不限制或削弱甲部分第 1.14 條效力的情況下，就因本行提供電話理財服務或執行或不執行電話指示而引致或與此相關的所有法律行動、訴訟及索償，不論由或對(i)本行、(ii) 本行的代理及代名人及 (iii) 本行職員或僱員或本行的代理或代名人的職員或僱員提出，及本行或彼等可能招致或蒙受的所有損失、損害及金額合理的成本及開支，閣下及各支賬戶口持有人須共同及各別對本行及彼等作出彌償及付還。

縱使在下列情況，本彌償仍然有效：

- 終止戶口、自動櫃員機卡或信用卡；
 - 終止電話理財服務或透過電話理財服務獲取的任何服務；或
 - 終止本條款及細則。
- 如上述第 (d) 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 (i) 本行、(ii) 本行的代理或代名人或 (iii) 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，閣下無須根據上述第 (d) 段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。
 - 當支賬戶口更改為聯名簽署安排的聯名戶口時，閣下應通知本行。本行有權不為該戶口提供電話理財服務。
 - 閣下使用電話理財服務與支賬戶口持有人或入賬戶口持有人或任何其他人士進行交易或轉賬，閣下應向該人士知會該交易的詳情。本行不負責作出該等通知。
 - 除非本行另行同意，規管不時由電話理財服務涵蓋或透過電話理財服務可獲取的戶口、卡、服務及產品的所有各別協議、條款及細則繼續適用。該等協議、條款及細則與本甲部分第 3.1 條的條文如有任何不一致，概以本甲部分第 3.1 條的條文為準。
 - 如閣下是個人並於 2008 年 12 月 14 日前登記或獲本行提供以指定戶口操作的電話理財服務，並於 2008 年 12 月 14 日或之後繼續使用而未有轉為以指定客戶操作的電話理財服務，或如閣下並非個人，本甲部分第 3.1 條與信用卡相關的所有提述概不適用。

3.2 特快專櫃服務（適用於使用本行特快專櫃服務的客戶）

3.2.1 特快專櫃服務的範圍

- 特快專櫃服務讓閣下可透過「特快專櫃」向本行遞交本行接受處理的適用文件及項目。閣下須按本行不時發出的指引及指示使用特快專櫃服務。
- 如本行接受透過特快專櫃服務存入紙幣、硬幣及支票，下列條文將適用：
 - 本行只為本行按照慣例並滿意後所收取、點算及核實的紙幣、硬幣及支票負責；
 - 在下列情況下，本行只會把本行認為滿意後所收取、點算及核實的紙幣、硬幣及支票入賬到閣下的戶口。本行的決定為最終決定並對閣下具有約束力：
 - 如存款單上列明的詳情與連同存款單由本行實際收取、點算及核實的紙幣、硬幣及支票有任何差異；或
 - 本行因任何原因不接受存入的任何紙幣、硬幣及支票。

3.2.2 閣下的責任

閣下應確保透過特快專櫃服務遞交的所有文件及項目均為完整、準確及簽妥。本行有權不處理任何不完整、不準確或未簽妥的文件或項目。

3.2.3 本行的責任限制及閣下彌償

- (a) 就因閣下不時使用或本行不時按閣下的指示提供特快專櫃服務，閣下或任何其他人士可能招致或蒙受任何種類的損失、損害或開支，本行無須負責。本行決定不處理或延遲處理任何指示或存入的項目（或其部分），本行無須負責。閣下未有履行在本甲部分第 3.2 條或適用法規下閣下的責任，本行亦無須負責。
- (b) 就因或有閣下使用或本行提供特快專櫃服務而引致 (i) 本行、(ii) 本行的代理及代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或彼等提出，或對本行或彼等提出），及所有損失、損害及合理的成本及開支，閣下均須對本行及彼等作出彌償及付還。
- (c) 如上述第 (b) 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 (i) 本行、(ii) 本行的代理或代名人或 (iii) 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嚴重疏忽或故意失責所引致，閣下無須根據上述第 (b) 段就直接及純粹因該等嚴重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。
- (d) 甲部分第 1.13 或 1.14 條不限制本甲部分第 3.2.3 條。在特快專櫃服務、戶口或本條款及細則終止後，本條文下的彌償仍繼續有效。

乙（一）部分（只適用於個人戶口）

1. 本行徵收負利息的權利

- 1.1 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。如該利息應由閣下向本行繳付，本行有權從任何戶口支賬以結算該負利息，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同任何費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所有欠款。
- 1.2 戶口的負利息（如有）如下述累算：
 - (a) 以每日為基準；
 - (b) 以戶口內的結餘；及
 - (c) 按本行不時酌情指定的利率。本行會在本行的範圍內張貼或在本行的網頁公布不時適用的利率。負利息（如有）應由閣下向本行支付並會每個月結束後（或按本行可不時設定的其他時段）成為戶口的支賬的記項。
- 1.3 如在計息期內本行或閣下因任何原因結束戶口，負利息（如有）會累算至在結束戶口前的最後一個曆日。
- 1.4 本行有權不時設定或更改任何可累算負利息的最低結餘金額，而無須事先通知。如戶口內的結餘低於本行設定的最低結餘金額，戶口將不會累算該利息。

2. 警示與轉賬交易

- 2.1 本乙（一）部分第 2 條的條文適用於以下本乙（一）部分第 2.2 條定義的警示與轉賬交易。若本乙（一）部分第 2 條的條文跟其他條款及細則出現不一致，則就警示與轉賬交易而言，均以本乙（一）部分第 2 條的條文為準。
- 2.2 定義
本乙（一）部分第 2 條中使用的詞語有下列涵義。本乙（一）部分第 2 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。
警示指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。
防詐資料庫包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及／或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。
轉賬交易指閣下透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉移（包括但不限於下列一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括閣下向本行發出進行轉賬交易的指示。
- 2.3 發出警示的原因
警示旨在幫助閣下在作出轉賬交易時保持警覺提防欺詐、詐騙及欺騙。閣下不應把警示當作替代閣下保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。
- 2.4 本行的角色、責任及責任限制
 - (a) 本行：
 - (i) 無法控制防詐資料庫的管理、運作或其他方面；
 - (ii) 單靠防詐資料庫不時提供的資料來編製警示；及
 - (iii) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，也不會保證亦不能保證閣下沒有收到警示的轉賬交易不涉欺詐，或閣下收到警示的轉賬交易必屬欺詐。本行就向閣下傳送任何警示的紀錄以及閣下回覆是否進行或取消任何轉賬交易的紀錄，均具終局效力（明顯錯誤除外）。
 - (b) 本行可按其認為適當的方式編製及傳送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及傳送不時給予的反饋、意見、指引或建議，完全酌情決定及／或更改警示的內容、傳送警示的渠道或方式，及／或轉賬交易的貨幣（等），而無須另行通知閣下。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向閣下傳送警示。
 - (c) 本行無須負責閣下或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。
 - (d) 本行無須負責閣下或任何其他人士有關或因警示（或其延誤或無法傳送），或有關或因處理、執行或取消警示（或因其延誤或無法傳送）所涉的轉賬交易，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、僱員或代理的疏忽或故意失責引致。
 - (e) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。
 - (f) 此等條款的內容均無意排除或限制任何不能合法地排除或限制的權利或責任。

2.5 閣下的責任

閣下有責任採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證及確保收款人、收款人戶口、交易及交易詳情屬真實確並可靠。閣下應認真考慮是否進行或取消一項警示所涉的轉賬交易。閣下就進行或取消一項警示所涉的轉賬交易的決定均對閣下具約束力，且閣下應為後果負全責。

乙（二）部分（只適用於商業戶口）

1. 本行徵收負利息的權利

1.1 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。如該利息應由閣下向本行繳付，本行有權從任何戶口支賬以結算該負利息，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，閣下有責任應本行要求連同任何費用、開支及利息（以本行指定的利率或金額就所欠金額累算）清還所有欠款。

1.2 戶口的負利息（如有）如下述累算：

- (a) 以每日為基準；
- (b) 以戶口內的結餘；及
- (c) 按本行不時酌情指定的利率。

本行會在本行的範圍內張貼或在本行的網頁公布不時適用的利率。負利息（如有）應由閣下向本行支付並會每個月結束後（或按本行可不時設定的其他時段）成為戶口的支賬的記項。

1.3 如在計息期內本行或閣下因任何原因結束戶口，負利息（如有）會累算至在結束戶口前的最後一個曆日。

1.4 本行有權不時設定或更改任何可累算負利息的最低結餘金額，而無須事先通知。如戶口內的結餘低於本行設定的最低結餘金額，戶口將不會累算該利息。

2. 人民幣資金轉賬及其他交易

當本行接受從戶口扣賬以購入人民幣作人民幣資金轉賬或其他交易的指示，而 (i) 閣下取消該資金轉賬或其他交易，或 (ii) 該資金轉賬或其他交易被拒絕或退回，本行會：

- (a) 按本行當時的買入匯率或原本的賣出匯率（以兩者中的較低者）將已購入人民幣兌換回原本的貨幣；及
- (b) 將兌換後的金額存入戶口而無須給予通知。

閣下須自行為此貨幣的兌換而引致的任何種類的所有損失、成本、開支及收費負責。

3. 獲授權人士

任何獲閣下授權而代表閣下使用或管理戶口或服務的人士，均獲閣下授權接受與戶口或服務有關的條款及細則，閣下亦同意接受該等條款及細則所約束。

4. 終止服務或戶口

就甲部分第 1.8.1(a) 條而言，閣下為終止服務或戶口而向本行發出事先書面通知的通知期不得少於 30 天。

5. 警示與轉賬交易

5.1 本乙（二）部分第 5 條的條文適用於以下本乙（二）部分第 5.2 條定義的警示與轉賬交易。若本乙（二）部分第 5 條的條文跟其他條款及細則出現不一致，則就警示與轉賬交易而言，均以本乙（二）部分第 5 條的條文為準。

5.2 定義

本乙（二）部分第 5 條中使用的詞語有下列涵義。本乙（二）部分第 5 條中使用的詞語如未在下述定義，該詞語的涵義則載於附錄一。

警示指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。

防詐資料庫包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及／或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。

轉賬交易指閣下透過本行並使用任何本行不時決定的渠道或方式或貨幣進行的資金轉移（包括但不限於下列一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括閣下向本行發出進行轉賬交易的指示。

5.3 發出警示的原因

警示旨在幫助閣下在作出轉賬交易時保持警覺提防欺詐、詐騙及欺騙。閣下不應把警示當作替代閣下保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。

5.4 本行的角色、責任及責任限制

(a) 本行：

- (i) 無法控制防詐資料庫的管理、運作或其他方面；
- (ii) 單靠防詐資料庫不時提供的資料來編製警示；及
- (iii) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。

因此本行 (i) 不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，也 (ii) 不會保證亦不能保證閣下沒有收到警示的轉賬交易不涉欺詐，或閣下收到警示的轉賬交易必屬欺詐。本行就向閣下傳送任何警示的紀錄以及閣下回覆是否進行或取消任何轉賬交易的紀錄，均具終局效力（明顯錯誤除外）。

(b) 本行可按其認為適當的方式編製及傳送警示。本行可不時考慮本行的需要以及相關人士就警示的編製及傳送不時給予的反饋、意見、指引或建議，完全酌情決定及／或更改警示的內容、傳送警示的渠道或方式，及／或轉賬交易的種類或貨幣（等），而無須另行通知閣下。相關人士可包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向閣下傳送警示。

- (c) 本行無須負責閣下或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因該防詐資料庫的延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。
- (d) 本行無須負責閣下或任何其他人士有關或因警示（或其錯誤、延誤或無法傳送），或有關或因處理、執行或取消警示（或其錯誤、延誤或無法傳送）所涉的轉賬交易，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的嚴重疏忽或故意失責引致。
- (e) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。
- (f) 此等條款的内容均無意排除或限制任何不能合法地排除或限制的權利或責任。

5.5 閣下的責任

閣下有責任採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠。閣下應認真考慮是否進行或取消一項警示所涉的轉賬交易。閣下就進行或取消一項警示所涉的轉賬交易的決定均對閣下具約束力，且閣下應為後果負全責。

附錄一

定義及詮釋

1. 詮釋

- (a) 除非文義另有要求，在本條款及細則中：
- (i) 任何對「部分」、「條文」或「附錄」的提述指本條款及細則內的部分、條文或附錄；
 - (ii) 任何對本條款及細則、協議或文件的提述指經不時修改、更改或補充的本條款及細則、協議或文件；
 - (iii) 任何對適用法規的提述指經不時修改、重新制定或有效的適用法規；及
 - (iv) 單數詞語包括複數的意思，反之亦然，而提及性別的詞語包括任何性別。
- (b) 所有附錄構成本條款及細則的部分。
- (c) 本條款及細則中的標題僅供參考，並不影響本條款及細則的詮釋。

2. 定義

除非本行另有指定或文義另有要求，在本條款及細則中下列詞語具下列涵義。

戶口指閣下在本行維持的任何現金戶口或為進行投資活動而維持的任何戶口。

戶口結單指有關戶口的戶口結單。

適用法規指本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何權力機關或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具法律效力）。

自動櫃員機指自動櫃員機。

認證因素包括但不限於私人密碼、軟令牌及透過應用程式／或短訊確認。

權力機關指任何監管機構、政府機關（包括稅務機關）、結算或交收銀行或交易所。

入賬戶口指閣下在本行維持用以透過電話理財服務存入款項的戶口或任何其他戶口。

往來戶口指閣下在本行維持的往來戶口。

支賬戶口指閣下在本行維持並指定用以透過電話理財服務提取款項的任何戶口。

支賬戶口持有人指支賬戶口的每名持有人（可包括閣下）。

特快專櫃服務指本行可按甲部分第 3.2 條提供的服務。

香港銀行同業結算有限公司指在香港的香港銀行同業結算有限公司。

香港指中華人民共和國香港特別行政區。

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。

指示指以本行不時接受的任何形式或方式發出有關戶口或服務的任何指示，包括以電話、自動櫃員機、零售點終端機及電子途徑發出。

投資服務戶口指閣下在本行維持並指定為進行投資交易的戶口，包括證券戶口。

項目指本行可接受存入本行的任何支票或其他金融票據。

人士包括個人、獨資經營、合夥、商號、公司、法團或非法團團體。

電話理財私人密碼指專為使用電話理財服務而設定的私人密碼。

電話理財服務指本行可按甲部分第 3.1 條提供的服務。

私人密碼指當閣下使用電話理財服務或任何其他服務查閱資料、發出指示或進行交易時，本行用以識別閣下的個人識別號碼或任何密碼或號碼或閣下的聲紋檔案或其他生物辨識檔案。私人密碼可由本行或閣下設定或由本行指定或批准的保安編碼器產生或由本行收集及分析後建立聲紋或其他生物辨識檔案。

跨行轉賬指銀行同業間按即時支付結算系統進行的轉賬。

儲蓄戶口指閣下在本行維持的儲蓄戶口。

證券指本行可不時按本條款及細則接納或處理的股票、股份、權證、債券、票據、衍生工具、存款證、單位信託基金、互惠基金及其他集體投資計劃，及通常被稱為證券的其他權益；而**閣下證券**指由閣下獨自或閣下全體共同實益擁有，並由本行或本行的代名人以代名人義持有或將持有的證券。

證券戶口指閣下在本行維持用途為持有閣下證券的戶口。

服務指本行就戶口可提供或促致的任何產品或服務，包括投資服務及戶口服務，或由本行指定並受限於本條款及細則的任何產品或服務。

電話指示指以電話發出的任何指示。

電匯指電子匯款。

美元指美國的法定貨幣。

美國銀行指位於美國的銀行。

美國國庫指美國財政部。

本行或本行的指香港上海滙豐銀行有限公司，地址為香港皇后大道中一號，在證券及期貨條例（香港法例第 571 章）下獲註冊為註冊機構，中央編號為 AAA523，及其繼承人及受讓人。

閣下或閣下的指以其名義維持戶口或獲提供服務的各位人士，及如文義允許，包括獲閣下授權發出有關戶口或服務的指示的任何個人。

附錄二

如閣下是法團（包括公司），下列條文關於使用、儲存、處理、轉移及披露閣下資料，並補充甲部分第 1.10 條。如閣下不是法團（例如，如閣下是個人、獨資經營、合夥經營、商號事務所或任何其他非法人團體），本附錄二僅適用於閣下資料中的非個人資料。出現於本附錄二的詞語有本條款及細則甲部分第 1.10 條所載的涵義。

使用閣下資料

閣下資料可被用作下列用途：

- (a) 考慮本行服務申請或審核是否繼續提供服務；
- (b) 審批、管理、執行或提供服務或閣下要求或授權的任何交易；
- (c) 遵守合規責任；
- (d) 進行金融罪行風險管理活動；
- (e) 向閣下及為閣下債務提供擔保或抵押的人士追收任何欠款；
- (f) 進行信用檢查及獲取或提供信貸資料；
- (g) 行使或保衛本行或滙豐集團成員的權利；
- (h) 遵守本行或滙豐集團的內部營運要求（包括信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
- (i) 設立及維持本行的信貸和風險相關準則；
- (j) 確保閣下及為閣下債務提供擔保或抵押的人士維持可靠信用；
- (k) 向閣下（及如法律許可，關連人士）促銷、設計、改善或推廣服務或相關產品及進行市場調查；
- (l) 確定本行對閣下的負債額，或閣下或為閣下債務提供擔保或抵押的人士對本行的負債額；
- (m) 遵守本行或其任何分行或任何滙豐集團成員根據以下須或預期會遵守的任何（不論強制或自願性質）責任、要求或安排：
 - (i) 任何法律或合規責任；
 - (ii) 任何權力機關提供或發出的任何守則、內部指引、指引或指導；
 - (iii) 與任何對滙豐集團整體或任何部分具司法權限的權力機關現在或將來訂立的任何合約或其他承諾；或
 - (iv) 權力機關之間的任何協議或條約；
- (n) 遵守滙豐集團為符合制裁或預防或偵測金融罪行的任何方案就於滙豐集團內分享資料及資訊或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排；
- (o) 遵守本行或任何滙豐集團成員的任何義務，以符合權力機關施加的任何責任、指令或要求；
- (p) 促使本行的實際或建議承讓人、或本行就針對閣下的權利參與人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易，並讓實際承讓人在運作被轉讓的業務或權利中使用閣下的資料；
- (q) 維持本行或滙豐集團與閣下的整體關係；及
- (r) 與任何上述相關或有連帶關係的用途。

分享及轉移閣下資料

本行因應所有或任何用途在必要及適當時可向本行認為所需的所有人士（不論所在處）轉移、分享、交換及／或披露閣下資料，包括：

- (a) 任何滙豐集團成員；
- (b) (i) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士（包括彼等的僱員、董事及職員、代理人、承包商、服務供應商及專業顧問），(ii) 滙豐集團的任何合作夥伴或獎賞計劃、合作品牌計劃或年資計劃的供應商；
- (c) 任何權力機關；
- (d) 代表閣下行事的任何人士、收款人、受益人、潛在的支付發起者、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、閣下擁有證券權益的公司（如該等證券由本行或任何滙豐集團成員代閣下持有）；
- (e) 任何正在或擬獲得與服務相關的利益或承擔與服務相關的風險的一方，包括任何人士為閣下對本行的責任提供或擬提供擔保或抵押以確保閣下對本行負有的義務，或本行的任何實際或建議承讓人或本行對閣下的權利的參與人或附屬參與人或受讓人；

- (f) (i) 任何其他財務機構、資信調查公司或征信機構，以獲取或提供信貸資料；(ii) 收數公司、承保人、信用卡公司、證券及投資服務供應商；及
- (g) 涉及本行或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方。

向信貸資料服務機構及收數公司提供資料

以下部分可能適用於閣下或閣下的關連人士（僅就此部分而言統稱為「閣下」、「閣下的」）：

(A) 本行可能向信貸資料服務機構提供以下與閣下有關於資料（不論以閣下個人名義或與他人聯名）：

- (i) 全名；
- (ii) 就每宗按揭的身分（作為借款人、按揭人或擔保人）；
- (iii) 香港身份證號碼或旅行證件號碼或公司註冊證書號碼；
- (iv) 出生日期或公司成立日期；
- (v) 通訊地址；
- (vi) 就每宗按揭的按揭戶口號碼；
- (vii) 就每宗按揭的信貸種類；
- (viii) 就每宗按揭的按揭戶口狀況（例如：生效、已結束、已撇賬）；及
- (ix) 就每宗按揭的按揭戶口結束日期（如適用）。

信貸資料服務機構會使用上述資料統計閣下（以借款人、按揭人或擔保人身分，及不論以本人或公司單名或與其他人士聯名方式）不時持有按揭的宗數，於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用。

- (B) 閣下可以指示本行向有關信貸資料服務機構要求從其資料庫刪除有關任何已經全數清還而終止的信貸戶口資料，惟該信貸在終止前緊接的五 (5) 年內須根據本行的紀錄未有欠賬逾期超過六十 (60) 日。
- (C) 在任何欠賬的情況下，除非欠賬金額在由出現欠賬日期起計六十 (60) 日屆滿前全數清還或撇賬（因破產令導致除外），否則閣下的戶口還款資料可以由信貸資料服務機構保留五 (5) 年（自欠賬全數清還當日起計）。
- (D) 若任何款項因針對閣下頒布的破產令而撇賬，則閣下的戶口還款資料可以由信貸資料服務機構保留直至下述較早發生者為止：(i) 欠賬全數清還當日起計五 (5) 年屆滿之日，或 (ii) 閣下獲解除破產令之日起計五 (5) 年屆滿之日（閣下須提出證據通知信貸資料服務機構）；
- (E) 為上列第 C 及 D 段目的，戶口還款資料即上次到期的還款額，上次報告期間所作還款額，剩餘可用信貸額或未償還數額，及欠款資料（即過期欠款額、逾期還款日數、清還過期欠款的日期及全數清還重要欠賬的日期，即是指拖欠還款超過六十 (60) 日的欠賬（如有））。

The Hongkong and Shanghai Banking Corporation Limited (“we” or “us”)

SUMMARY OF KEY TERMS (Deposits / Payment Services)

Deposits

Product features		Reference
Types of accounts offered	<ul style="list-style-type: none"> Savings Account, Time Deposit and Current Account 	<ul style="list-style-type: none"> Deposit Services Factsheet Renminbi Services Factsheet Children Savings Account Factsheet HSBC website
Currencies	<p>Savings Account and Time Deposit</p> <ul style="list-style-type: none"> Hong Kong Dollar, Renminbi, United States Dollar, Australian Dollar, Canadian Dollar, Euro, Japanese Yen, New Zealand Dollar, Pound Sterling, Singapore Dollar, Swiss Franc and Thai Baht <p>Current Account</p> <ul style="list-style-type: none"> Hong Kong Dollar, Renminbi and United States Dollar 	
Features	<p><u>Savings Account</u></p> <ul style="list-style-type: none"> Interest accrues on a daily basis Easy access to funds for everyday transactions <p><u>Time Deposit</u></p> <ul style="list-style-type: none"> Choose from a range of tenors and renewal options that suit you Fixed and stable interest rate across the entire tenor <p><u>Current Account</u></p> <ul style="list-style-type: none"> Write cheques (including e-Cheque) for day-to-day payments Available in Hong Kong Dollar, Renminbi and United States Dollar 	
Statement/Advice	<p><u>Savings and Current Account</u></p> <ul style="list-style-type: none"> For accounts with account statements, we will provide account statements to enable you to check your transactions. <p><u>Time Deposit</u></p> <ul style="list-style-type: none"> You will receive advices including placement confirmation, interim interest payment advice, change of maturity date advice and maturity advice if applicable. 	<ul style="list-style-type: none"> General Terms and Conditions - Clause 1.5 of Part A
ATM card	<ul style="list-style-type: none"> Access to cash and more services, e.g., cash withdrawal, bill payment, fund transfer, etc. Cashless shopping to make purchase using EPS or China UnionPay network (exclusive to UnionPay ATM chip card only) By setting daily limit, you can also withdraw cash when you are travelling overseas using your ATM card 	<ul style="list-style-type: none"> HSBC website ATM Card user's guide
Channel availability	<ul style="list-style-type: none"> Branches, internet banking, mobile banking and phone banking 	<ul style="list-style-type: none"> HSBC website
Other services	<ul style="list-style-type: none"> Foreign exchange, overseas remittance and interbank fund transfer, cheque books, direct debit authorisation/autoPay, ATM card, etc. Services may vary according to the type of accounts 	<ul style="list-style-type: none"> Terms and Conditions of the respective account/service
Fees		Reference
Fees and expenses	<ul style="list-style-type: none"> You are required to pay fees and charges for our services according to the bank tariff guide. We will debit any fees and charges payable by you from any of your accounts. If such debit causes the relevant account to be overdrawn, you are liable to repay the outstanding amount to us on demand together with any interest accruing on the outstanding amount and fees at such rate we may specify. 	<ul style="list-style-type: none"> Bank Tariff Guide for HSBC Retail Banking and Wealth Management Customers General Terms and Conditions - Clause 1.15 of Part A

Deposits (Continued)

Key terms		Reference
Deposit	<ul style="list-style-type: none"> There is a minimum balance requirement for HKD Savings Accounts (except a Children Savings Account) and a fee will be charged if account balance is lower than the minimum balance requirement. When you deposit any cash or cheques to your account, you should ensure the deposited item is on its face in order, appropriately dated and signed, with the amount in words and figures matched (if applicable). 	<ul style="list-style-type: none"> General Terms and Conditions - Section 2 of Part A, Terms and Conditions of the respective account
Withdrawal	<ul style="list-style-type: none"> All withdrawals require provision of satisfactory evidence of your identity or your authority. All withdrawals of foreign currency require prior notice and is subject to the availability of the foreign currency at the branch. 	
Joint account	<ul style="list-style-type: none"> All account holders are jointly and severally liable with each other for the obligations and liabilities in connection with the account, service or otherwise under related terms and conditions. You can choose whether to operate the account singly or jointly. 	<ul style="list-style-type: none"> General Terms and Conditions - Clause 1.6 of Part A
Collection, use and sharing of information	<ul style="list-style-type: none"> We will not disclose information of the account or account holders to other parties (including other members of the HSBC group) except for the purposes listed in General Terms and Conditions and Notice relating to Personal Data (Privacy) Ordinance. 	<ul style="list-style-type: none"> General Terms and Conditions - Clause 1.10 of Part A Notice relating to Personal Data (Privacy) Ordinance
Bank's right and limitations on liability	<ul style="list-style-type: none"> We reserve the right to offer, vary, suspend and withdraw any services. There are certain limitations on liability of the Bank on the provision of the services. 	<ul style="list-style-type: none"> General Terms and Conditions - Clauses 1.2, 1.13, 2.7.5, 3.1.2 and 3.2.3 of Part A
Customer's right of termination	<ul style="list-style-type: none"> You may terminate the services or an account by giving us prior written notice of such period as we may accept. With respect to business accounts, such notice period shall be no less than 30 days. If you do not accept the variations of terms and conditions related to your accounts or services, you can provide written notice to close the relevant account or terminate the relevant service with effect before the date on which that variation takes effect. 	<ul style="list-style-type: none"> General Terms and Conditions - Clauses 1.8 and 1.12 of Part A and Clause 4 of Part B2
Customer's obligations	<ul style="list-style-type: none"> You should ensure that all data and other information provided in connection with the accounts and services are complete, accurate and up-to-date. If there are any changes, you should inform us promptly in writing. You should report to us as soon as reasonably practicable any loss, theft or unauthorised use of accounts, cheques, phone banking authentication factors and ATM card authentication factors. You may be required to indemnify (i) us, (ii) our agents or nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceeding and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses we or they may incur in connection with the services provided to you. 	<ul style="list-style-type: none"> General Terms and Conditions - Clauses 1.10, 1.14, 2.1.2, 3.1.3, 3.2.2 and 3.2.3 of Part A ATM Card Terms and Conditions - Clause 4

Note: The information contained in this table summarises key product features and is not intended to replace any terms and conditions. Apart from General Terms and Conditions, please also refer to terms and conditions/rules of the respective account or service.

Payment Services

Service features	Reference
<p>Inter-bank fund transfer</p> <ul style="list-style-type: none"> • Pre-set transaction date for up to 45 days to avoid late penalties • Supported by Faster Payment System (HKICL FPS) and Real Time Gross Settlement (RTGS) with respective features <p><u>HKICL FPS</u></p> <ul style="list-style-type: none"> • Place an instruction via Personal Internet Banking or HSBC HK Mobile Banking app for transfers in Hong Kong Dollar and Renminbi as soon as real time by account number, mobile number, email address, FPS Identifier or scanning QR code, which are processed 24x7 <p><u>RTGS</u></p> <ul style="list-style-type: none"> • Place an instruction in any of our branches/ via Personal Internet Banking or HSBC HK Mobile Banking app for transfers in Hong Kong Dollar, US Dollar, Euro and Renminbi by account number. Instruction is processed as soon as same date when submitted before cut-off time 	<ul style="list-style-type: none"> • HSBC website
<p>Cross border remittance (IRTT & ORTT)</p> <ul style="list-style-type: none"> • Offer fund transfer by SWIFT to overseas beneficiaries through overseas branches/banks • Both inward and outward remittance are available 	
<p>Demand draft</p> <ul style="list-style-type: none"> • Issue/deposit a payment order in writing addressed to a bank and payable on demand • Less risk as it can only be credited to a specific payee's account • A convenient method of making non-urgent overseas payments 	
<p>Cashier's order</p> <ul style="list-style-type: none"> • Available in Hong Kong Dollar, US Dollar and Renminbi • No limit to the amount of a cashier's order being issued • A low-cost payment method for non-urgent payments 	
<p>autoPay</p> <ul style="list-style-type: none"> • 24-hours access is available on Personal Internet Banking with waived setup / amendment charge • No limit to the number of instructions and you can modify instructions anytime flexibly • Large payee list is offered to you • You can use account number, mobile number, email address or FPS Identifier to set up an autoPay on Personal Internet Banking through HKICL FPS 	
<p>Gift cheque</p> <ul style="list-style-type: none"> • No specific payee is required and the gift cheque will not expire • Convenient to approach any branches for purchase 	

Payment Services (Continued)

Fees		Reference
Fees and expenses	<ul style="list-style-type: none"> You are required to pay us fees for providing the services as notified to you at the time of requesting a service or effecting an instruction or from time to time. Our "Bank Tariff Guide for HSBC Retail Banking and Wealth Management Customers" has details of various fees and charges including the applicable rates or amounts. We may vary the fees and charges and the frequency of payment from time to time. 	<ul style="list-style-type: none"> Bank Tariff Guide for HSBC Retail Banking and Wealth Management Customers
Key terms		Reference
Instruction	<ul style="list-style-type: none"> We will act on an instruction in accordance with the terms and conditions of the respective account or service if it is given or authorised by you and accepted by us, and act on the instruction as soon as reasonably practicable after we receive it. A fund transfer instruction may not be processed by us on the same day if it is not received by us before the cut-off time set by us. Please refer to the General Terms and Conditions, or forms/terms and conditions of the respective payment services when giving us instructions. 	<ul style="list-style-type: none"> General Terms and Conditions Clauses 1.3 and 2.4 of Part A Terms and Conditions of the respective account or service
Customer's obligations	<ul style="list-style-type: none"> You should ensure that all your information provided to us are complete, accurate and up-to-date. You must report to us as soon as reasonably practicable any loss, theft or unauthorised use of accounts, cheques, mobile device, phone banking authentication factors and ATM card authentication factors. You may be required to indemnify (i) us, (ii) our agents or nominees, and (iii) our officers and employees and that of our agents or nominees for all actions, proceeding and claims which may be brought by or against us or them, and for all losses, damages and reasonable costs and expenses we or they may incur in connection with the services provided to you. You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. 	<ul style="list-style-type: none"> General Terms and Conditions - Clauses 1.10, 1.14, 2.1.2, 2.4.5, 2.4.7, 3.1.3, 3.2.2, 3.2.3 of Part A, Clause 2 of Part B1 and Clause 5 of Part B2 ATM Card Terms and Conditions - Clause 4
Collection, use and sharing of information	<ul style="list-style-type: none"> We will not disclose information of the account or account holders to other parties (including other members of the HSBC group) except for the purposes listed in General Terms and Conditions and Notice relating to Personal Data (Privacy) Ordinance. 	<ul style="list-style-type: none"> General Terms and Conditions - Clause 1.10 and 2.4.6 of Part A Notice relating to Personal Data (Privacy) Ordinance
Bank's right and limitations on liability	<ul style="list-style-type: none"> We reserve the right to offer, vary, suspend and withdraw any services. There are certain limitations on liability of the Bank on the provision of the services. 	<ul style="list-style-type: none"> General Terms and Conditions - Clauses 1.2, 1.13, 2.4.2, 2.4.5, 2.4.9, 2.4.10, 2.7.5, 3.1.2, 3.2.3 of Part A, Clause 2 of Part B1 and Clause 5 of Part B2

Note: The information contained in this table summarises key product features and is not intended to replace any terms and conditions. Apart from General Terms and Conditions, please also refer to terms and conditions/rules of the respective account or service.

香港上海滙豐銀行有限公司 (「本行」)

資料概要 (存款 / 支付服務)

存款

產品特點		參考
提供戶口種類	<ul style="list-style-type: none"> 儲蓄戶口、定期存款及往來戶口 	<ul style="list-style-type: none"> 存款服務資料概覽 人民幣服務資料概覽 兒童儲蓄戶口資料概覽 滙豐網站
貨幣	儲蓄戶口及定期存款 <ul style="list-style-type: none"> 港幣、人民幣、美元、澳元、加拿大元、歐羅、日圓、紐西蘭元、英鎊、新加坡元、瑞士法郎及泰國銖 往來戶口 <ul style="list-style-type: none"> 港幣、人民幣及美元 	
特點	<u>儲蓄戶口</u> <ul style="list-style-type: none"> 利息以每日為基準累算 提取款項容易，方便日常交易 <u>定期存款</u> <ul style="list-style-type: none"> 提供一系列年期及續存選項供您選擇 於定期存款整個年期提供固定及穩定的利率 <u>往來戶口</u> <ul style="list-style-type: none"> 簽發支票 (包括電子支票) 作日常支付 提供港幣、人民幣及美元 	
結單 / 通知書	<u>儲蓄及往來戶口</u> <ul style="list-style-type: none"> 就有結單的戶口而言，本行會提供戶口結單讓您核對您的交易。 <u>定期存款</u> <ul style="list-style-type: none"> 您會收到通知書，包括設立定期存款確認書、期間利息支付通知書、更改到期日通知書及到期通知書 (如適用)。 	
自動櫃員機卡	<ul style="list-style-type: none"> 享受現金及更多服務，例如：提取現金、支付賬單、轉賬等 經設有「易辦事」或銀聯終端機的商號 (銀聯自動櫃員機晶片卡專享)，使用自動櫃員機卡而無需以現金購物 您可設定每日限額，在海外時使用您的自動櫃員機卡提取現金 	<ul style="list-style-type: none"> 滙豐網站 自動櫃員機卡使用手冊
可用渠道	<ul style="list-style-type: none"> 分行、網上理財、流動理財及電話理財 	<ul style="list-style-type: none"> 滙豐網站
其他服務	<ul style="list-style-type: none"> 外幣兌換、海外匯款及跨行轉賬、支票簿、直接付款授權 / 自動轉賬、自動櫃員機卡等 服務可能因應戶口種類而有所不同 	<ul style="list-style-type: none"> 各別戶口 / 服務的條款及細則
費用		參考
費用及收費	<ul style="list-style-type: none"> 您須按銀行服務費用簡介就本行的服務支付費用及收費。 本行會就您應向本行繳付的任何費用及收費，從您任何的戶口支賬。如該支賬使相關戶口出現透支的情況，您有責任應本行要求連同任何累算利息及費用 (以本行可指定的利率就所欠金額及費用累算) 清還所有欠款。 	<ul style="list-style-type: none"> 滙豐零售銀行及財富管理客戶銀行服務費用簡介 一般條款及細則甲部分第 1.15 條

存款 (續)

主要條款		參考
存款	<ul style="list-style-type: none"> 港幣儲蓄戶口設有最低結餘金額要求 (兒童儲蓄戶口除外) · 如戶口內的結餘低於該最低結餘金額要求 · 本行將收取費用。 您把任何現金或支票存入您的戶口時 · 您須確保存入項目所報稱的資料正確無誤 · 已適當地註明日期及已簽妥 · 及以大寫及數字填寫的金額一致 (如適用)。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 2 條 各別戶口的條款及細則
提款	<ul style="list-style-type: none"> 您須就所有提款出示適當的身份證明或您獲授權的證明。 所有外幣提取須有事先通知 · 並受限於該外幣於分行的供應。 	
聯名戶口	<ul style="list-style-type: none"> 就戶口、服務或在相關條款及細則下的責任及債務 · 所有戶口持有人共同及各別負責。 您可選擇以獨立或聯名操作戶口。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.6 條
收集、使用及披露資料	<ul style="list-style-type: none"> 本行不會披露戶口資料或戶口持有人的資料予其他人士 (包括其他滙豐集團成員) · 惟一般條款及細則或關於個人資料 (私隱) 條例的通知所載目的而作出的披露則除外。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.10 條 關於個人資料 (私隱) 條例的通知
本行的權利及責任限制	<ul style="list-style-type: none"> 本行有權提供、更改、暫停及撤銷任何服務。 本行對提供服務的責任有所限制。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.2、1.13、2.7.5、3.1.2 及 3.2.3 條
客戶終止的權利	<ul style="list-style-type: none"> 如欲終止服務或戶口 · 您可向本行發出事先書面通知 · 通知期必須為本行接納的時段。就商業戶口而言 · 通知期不得少於 30 天。 如您不接受有關您的戶口或服務的條款及細則的更改 · 您可向本行發出書面通知於更改生效日期前結束相關戶口或終止相關服務。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.8 及 1.12 條以及乙 (二) 部分第 4 條
客戶的責任	<ul style="list-style-type: none"> 您應確保就戶口及服務提供的所有數據及其他資料均屬完整、準確及最新。如有任何更改 · 您應從速以書面通知本行。 如有任何遺失、被竊或未經授權使用戶口、支票、電話理財認證因素及自動櫃員機卡認證因素 · 您須在合理可行的情況下盡快通知本行。 就有關向您提供的服務而引致 (i) 本行、(ii) 本行的代理或代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償 (不論由本行或彼等提出 · 或對本行或彼等提出) · 及所有損失、損害及合理的成本及開支 · 您可能須對本行及彼等作出彌償。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.10、1.14、2.1.2、3.1.3、3.2.2 及 3.2.3 條 自動櫃員機卡條款及細則第 4 條

注意：本表所載的資訊為主要產品特點的概要 · 並不擬取代任何條款及細則。除一般條款及細則外 · 亦請參閱各別戶口或服務的條款及細則 / 規則。

支付服務

服務特點		參考
<p>跨行轉賬</p> <ul style="list-style-type: none"> 預先設定達至最長 45 日後的交易日期避免逾期罰款 由快速支付系統 (HKICL FPS) 及即時支付結算系統 (RTGS) 支援並提供不同特點 <p><u>快速支付系統</u></p> <ul style="list-style-type: none"> 您可於個人網上理財 / 香港滙豐流動理財應用程式經輸入戶口號碼、手提電話號碼、電郵地址、快速支付系統識別碼或掃描二維碼進行港幣及人民幣的轉賬，提供全天候服務，快捷方便 <p><u>即時支付結算系統</u></p> <ul style="list-style-type: none"> 您可於本行的任何分行 / 個人網上理財 / 香港滙豐流動理財應用程式，使用戶口號碼進行港幣、美元、歐羅及人民幣的轉賬，於截止時間前遞交的轉賬指示最快即日處理 		<ul style="list-style-type: none"> 滙豐網站
<p>跨境匯款 (跨行轉賬及海外匯款)</p>	<ul style="list-style-type: none"> 提供資金轉匯服務，以 SWIFT 透過海外分行 / 銀行，轉匯至海外收款人 提供匯入及匯出服務 	
<p>即期匯票</p>	<ul style="list-style-type: none"> 向銀行發出 / 存入書面付款指令並須按要求支付 只可存入指定的收款人戶口，風險較低 便捷的付款方式以支付非緊急海外付款 	
<p>本票</p>	<ul style="list-style-type: none"> 提供港幣、美元及人民幣的本票 發出本票的數量並無限制 低成本付款方式以支付非緊急付款 	
<p>自動轉賬</p>	<ul style="list-style-type: none"> 24 小時個人網上理財提供設立 / 更改的服務，費用全免 指示的次數並無限制，您可隨時靈活更改指示 提供大量收款人名單予您選擇 您可使用戶口號碼、手提電話號碼、電郵地址、快速支付系統識別碼於個人網上理財透過快速支付系統設立自動轉賬指示 	
<p>禮券</p>	<ul style="list-style-type: none"> 無須指定收款人，亦不會因期滿而失效 可便捷地於任何分行購買禮券 	

支付服務 (續)

費用		參考
費用及收費	<ul style="list-style-type: none"> 您須繳付本行就提供服務的費用。有關費用可於您要求服務或執行指示或不時向您作出通知。 本行的「滙豐零售銀行及財富管理客戶銀行服務費用簡介」載有各項費用及收費 (包括適用收費率或金額) 的詳情。 本行可不時更改費用及收費及支付的次數。 	<ul style="list-style-type: none"> 滙豐零售銀行及財富管理客戶銀行服務費用簡介
主要條款		參考
指示	<ul style="list-style-type: none"> 如指示是由您或經您授權發出並由本行接受，本行會按各別戶口或服務的條款及細則，在合理可行的範圍內盡快執行該指示。如本行於本行設定的相關截數時間前未有收到轉賬指示，本行可能不會在同日處理該轉賬指示。 向本行發出指示時，請參閱一般條款及細則或各別支付服務的表格 / 條款及細則。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.3 及 2.4 條 各別戶口或服務的條款及細則
客戶的責任	<ul style="list-style-type: none"> 您應確保向本行提供的所有資料均屬完整、準確及最新。 如有任何遺失、被竊或未經授權使用戶口、支票、流動裝置、電話理財認證因素及自動櫃員機卡認證因素，您須在合理可行的情況下盡快通知本行。 就有關向您提供的服務而引致 (i) 本行、(ii) 本行的代理或代名人及 (iii) 本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償 (不論由本行或彼等提出，或對本行或彼等提出)，及所有損失、損害及合理的成本及開支，您可能須對本行及彼等作出彌償。 閣下有責任採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.10、1.14、2.1.2、2.4.5、2.4.7、3.1.3、3.2.2、3.2.3 條、乙 (一) 部分第 2 條及乙 (二) 部分第 5 條 自動櫃員機卡條款及細則第 4 條
收集、使用及披露資料	<ul style="list-style-type: none"> 本行不會披露戶口資料或戶口持有人的資料予其他人士 (包括其他滙豐集團成員)，惟一般條款及細則或關於個人資料 (私隱) 條例的通知所載目的而作出的披露則除外。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.10 及 2.4.6 條 關於個人資料 (私隱) 條例的通知
本行的權利及責任限制	<ul style="list-style-type: none"> 本行有權提供、更改、暫停及撤銷任何服務。 本行對提供服務的責任有所限制。 	<ul style="list-style-type: none"> 一般條款及細則甲部分第 1.2、1.13、2.4.2、2.4.5、2.4.9、2.4.10、2.7.5、3.1.2、3.2.3 條、乙 (一) 部分第 2 條及乙 (二) 部分第 5 條

注意：本表所載的資訊為主要產品特點的概要，並不擬取代任何條款及細則。除一般條款及細則外，亦請參閱各別戶口或服務的條款及細則 / 規則。

Data Privacy Notice

Notice relating to the Personal Data (Privacy) Ordinance

We protect your privacy. Read this notice to find out how we collect, store, use and share your personal data.

1

HOW WE COLLECT AND STORE YOUR DATA

We collect your data

- when you interact with us and use our products and services
- when you visit our websites (see "Privacy and Security" at the bottom of our webpage and refer to "Use of Cookies" section for details of how we use cookies)
- from other people and companies, including other HSBC group companies.

We may store your data locally or overseas, including in the cloud. We apply our global data standards and policies wherever your data is stored.

We're responsible for keeping your data safe in compliance with Hong Kong law.

2

WHAT WE USE YOUR DATA FOR

We use your data

- to send you direct marketing if you've consented to it
- to improve our products, services and marketing
- to help us comply with laws, regulations and requirements, including our internal policies, in or outside Hong Kong
- to detect, investigate and prevent financial crimes
- for the other purposes set out in section B.

3

WHO WE SHARE YOUR DATA WITH

We share your data with

- other HSBC group companies
- third parties who help us to provide services to you or who act for us
- third parties who you consent to us sharing your data with
- local or overseas law enforcement agencies, industry bodies, regulators or authorities
- credit reference agencies (including the operator of centralised database they use)
- the other third parties set out in section C.

We may share your data locally or overseas.

You can access your data

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices.

You control your marketing preferences

You control what marketing you receive from us and how you receive it.

You can change this at any time by contacting us or updating your preferences on internet banking.

You can contact us

dfv.enquiry@hsbc.com.hk
The Data Protection Officer
HSBC, PO Box 72677,
Kowloon Central Post Office,
Hong Kong

A

Collect and store

We may collect

- biometric data such as your voice ID, thumb print and facial recognition data
- your geographic data and location data based on your mobile or other electronic device
- data from people who act for you or who you deal with through our services
- data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators.

If you don't give us data then we may be unable to provide products or services.

We may also generate data about you

- by combining information that we and other HSBC group companies have collected about you
- based on the analysis of your interactions with us
- through the use of cookies and similar technology when you access our website or apps.

D

Direct Marketing

This is when we use your data to send you details about financial, insurance or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your demographics, the products and services that you're interested in, transaction behaviour, portfolio information, location data, social media data, analytics and information from third parties when we market to you.

We don't give your data to others for them to market their products and services to you. If we ever wanted to do this, we'd get your separate consent.

B

Use

We use your data to

- provide products and services to you including conducting credit checks
- provide personalised advertising to you on third party websites (this may involve us aggregating your data with data of others)
- help us to comply with requirements or requests that we or the HSBC group have or receive such as legal or regulatory in or outside Hong Kong. Sometimes we may have to comply and other times we may choose to voluntarily comply
- manage our business, including exercising our legal rights
- other uses relating to the above or to which you have consented.

If you provide data about others

If you provide data to us about another person, you should tell that person how we will collect, use and share their data as explained in this notice.

E

Your Credit Information

If you apply for, have, or have had, a loan including a home loan

We'll perform credit checks on you which may involve us providing your loan data to credit reference agencies (CRAs) (including the operator of any centralised database used by CRAs), and in the event of default, to debt collection agencies. The CRAs will add this data to their database and any centralised database used by them, which is available to other credit providers to help them assess whether to provide you with credit. The CRAs will keep your data. You can request that we ask the CRAs to delete it once you've fully repaid your loan. They will only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRAs will keep your data for 5 years from the date you fully paid that missed payment.

C

Share

We share your data with

- local or overseas bodies or authorities such as legal, regulatory, law enforcement, government and tax and any partnerships between law enforcement and the financial sector
- any person who you hold a joint account with, people who can give instructions for you and anyone who is giving (or may give) security for your loans
- any third party who we may transfer our business or assets to so it can evaluate our business and use your data after any transfer
- partners and providers of reward, co-branding or loyalty programs, charities or non-profit organisations
- social media advertising partners (who can check if you hold an account with us and send our adverts to you and advertise to people who have a similar profile to you)
- third party service providers engaged by you using our application programming interfaces for the purposes notified to you by us or such third party service providers and/or as consented to by you, in accordance with your instructions to us or third party service providers you engaged.

We may share your anonymised data with other parties not listed above. If we do this, you won't be identifiable from this data.

- you're not declared bankrupt with an amount under your loan being written off. If you are, the CRAs will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount.

If you have a home loan, we'll ask for your consent to share previous home loan data with CRAs.

This notice will apply for as long as we store your data. We'll send you the latest version at least once a year. If we use your data for a new purpose, we'll get your consent.

資料私隱通知

關於個人資料（私隱）條例的通知

我們致力保護您的私隱。請閱讀此通知，了解我們如何收集、儲存、使用及披露您的個人資料。

1

我們如何收集及儲存您的資料

我們收集您資料的途徑包括

- 您與我們互動及使用我們的產品和服務
- 當您瀏覽我們網站（可參閱我們網頁最下方「私隱與保安」的「使用 Cookies」部分，了解我們如何使用「cookies」的詳情）
- 其他人士及公司（包括其他滙豐集團旗下公司）。

我們可能將您的資料儲存於本地或海外，包括雲端。無論您的資料儲存於何處，均受我們的環球資料標準及政策約束。

我們有責任根據香港法律保護您的資料安全。

2

我們如何使用您的資料

我們將您的資料用於

- 經您同意後向您發送直接促銷資料
- 改進我們產品、服務及市場推廣活動
- 幫助我們遵守香港或其以外的國家或地區的法律、法規和要求，包括我們的內部政策
- 偵測、調查及預防金融罪案
- B 部分所列的其他目的。

3

我們與誰披露您的資料

我們與下列人士披露您的資料

- 其他滙豐集團旗下公司
- 幫助我們向您提供服務或代表我們行事的第三方
- 您同意我們與之披露您資料的第三方
- 本地或海外執法機構、行業組織、監管機構或權力機關
- 信貸資料服務機構（包括信貸資料服務機構使用的中央資料庫之經營者）
- C 部分所列的其他第三方。

我們可能在本地或海外披露您的資料。

您可查閱自己的資料

您可要求查閱我們所儲存有關您的資料。我們可能就向您收取費用。

您可要求我們

- 改正或更新您的資料
- 說明我們的資料政策及慣例。

您可控制自己的市場推廣偏好

您可控制收取市場推廣資料的類型，以及收取方式。

您可隨時聯絡我們對此作出更改，或透過網上理財更新有關偏好。

您可聯絡我們

dfv.enquiry@hsbc.com.hk

資料保護主任

香港上海滙豐銀行有限公司

香港九龍中央郵政局

郵政信箱 72677 號

A

收集及儲存

我們或會

- 收集生物辨識資料，例如您的語音認證、指紋及面部識別資料
- 基於您的流動或其他電子裝置收集您的地域及位置資料
- 從代表您的人士或您透過我們服務與之往來的人士收集資料
- 從公開渠道、信貸資料服務機構、債務催收及防範詐騙機構以及其他資料整合機構收集資料。

若您不向我們提供資料，我們可能無法提供產品或服務。

我們亦可能透過以下途徑衍生有關您的資料

- 整合我們及其他滙豐集團旗下公司收集的有關您的資料
- 分析您與我們的互動
- 於您瀏覽我們網站或應用程式時使用 cookies 或類似技術。

B

使用

我們將您的資料用於

- 為您提供產品及服務，包括進行信用檢查
- 於第三方網站上為您提供個人化廣告（這可能涉及我們將您與他人的資料進行整合）
- 幫助我們遵守包括香港或其以外的地區或國家的法律或監管機構對我們或滙豐集團現有或所收到的相關監管規定或要求。這些監管規定或要求可能是我們必須遵從或選擇自願遵從的
- 管理我們業務，包括行使我們的法律權利
- 與上述用途相關或經您同意的其他用途。

若您提供他人的資料

若您向我們提供有關其他人士的資料，您應按本通知所述，告知該人士我們將如何收集、使用和披露其資料。

C

披露

我們與下列人士披露您的資料

- 本地或海外法律、監管、執法、政府和稅務等機構或權力機關，以及執法機構與金融業界之間的任何合作夥伴
- 與您持有聯名戶口的任何人士、可代表您作出指示的人士以及為您的貸款提供（或可能提供）擔保的任何人士
- 我們可能轉讓業務或資產的任何第三方，以便其評估我們的業務及在轉讓後使用您的資料
- 獎賞、合作品牌或忠誠計劃的合作夥伴及供應商，以及慈善或非牟利機構
- 社交媒體廣告合作夥伴（可查看您是否擁有我們戶口，並向您及與您個人資料相似的人士發送我們的廣告）
- 您使用之第三方服務供應商（根據您向我們或您使用之第三方服務供應商所發出的指示，使用我們的應用程式介面），以作我們或該第三方服務供應商通知您的用途及/或您同意的用途。

我們可能與上文並未列出的其他人士披露您的匿名資料。在此情況下，有關資料將無法識別出您的身分。

D

直接促銷

指我們使用您的資料向您發送我們或我們的合作品牌、獎賞或忠誠計劃合作夥伴或慈善機構提供的金融、保險或相關產品、服務和優惠詳情。

向您進行市場推廣時，我們或會使用您的資料，例如人口統計資料、您感興趣的產品及服務、交易行為、投資組合資料、位置資料、社交媒體資料、分析和來自第三方的資料。

我們不會向他人提供您的資料，以供其向您推廣產品及服務。如有此意，我們會另行徵求您的同意。

E

您的信貸資料

若您申請、擁有或曾有貸款（包括房屋貸款）

我們會對您進行信用檢查，這可能涉及我們向信貸資料服務機構（包括信貸資料服務機構使用的任何中央資料庫之經營者），及在您違約的情況下，向債務催收機構提供您的貸款資料。信貸資料服務機構會將此類資料添加到其資料庫及其使用的任何中央資料庫，可供其他信貸提供者查閱，幫助評估是否向您提供信貸。

信貸資料服務機構將保存您的資料。您可在全數清還貸款後，指示我們要求信貸資料服務機構刪除有關資料。信貸資料服務機構僅會在下列情況下刪除您的資料：

- 您並無在全數清還貸款日之前的五年內，有任何逾期 60 日或以上之欠賬。若有，信貸資料服務機構會從欠賬全數清還日起計，將您的資料保留五年。

- 您未曾宣告破產並撤銷名下的貸款金額。若有，信貸資料服務機構將於您解除破產之日起計五年屆滿後（您須在解除時通知信貸資料服務機構），或您全數還清欠賬之日起計五年屆滿後，刪除您的相關紀錄。

若您擁有房屋貸款，我們將徵求您的同意，以與信貸資料服務機構披露之前您的房屋貸款資料。

本通知於我們儲存您的資料期間適用。我們亦會每年向您提供此通知的最新版本。若我們將您的資料用於新用途，則會徵求您的同意。