The Hongkong and Shanghai Banking Corporation Limited

*UNIVERSITY STUDENT ACCOUNT TERMS AND CONDITIONS

- 1. The holder of the University Student Account ("the Accountholder") will observe and be bound by the Bank's General Terms and Conditions and the ATM card Terms and Conditions. Where any conflict arises between the General Terms and Conditions/ATM card Terms and Conditions and the University Student Account ("the Account") Terms and Conditions herein, the latter shall prevail.
- 2. The University Student Account Card ("the Card") is the property of The Hongkong and Shanghai Banking Corporation Limited ("the Bank") and will be returned to the Bank immediately by the Accountholder upon the Bank's request.
- 3. The Accountholder will notify the Bank in writing of any change of name, address, his/her status as a full-time university student and the date of graduation from university.
- 4. Without prejudice to Clause 17, the Bank may, at any time on or after the date of graduation of the Accountholder from university, send a notice of termination to the Accountholder, whereupon the Accountholder shall approach the Bank to close the Account and return the Card to the Bank within a month of the date of such notice. If the Accountholder fails to do so, the Bank may cancel the Account, the Card and the associated facilities and/or debit periodical Account and/or Card fee then due without further notice or cause.
- 5. The Accountholder will not permit any other person to use the Card and will at all times safeguard the Card and keep it under the personal control of the Accountholder.
- 6. The amount of any withdrawal, transfer and/or other transaction effected by use of the Card ("Card Transactions") will be debited to the Account. The Accountholder will be responsible for all Card Transactions.
- 7. The Accountholder will operate the Account in an active and satisfactory manner as required by the Bank from time to time.
- Card Transactions for ATM withdrawal/transfer and EPS purchase are subject to the respective daily transaction limits as determined by the Bank from time
 to time.
- 9. Cash withdrawal outside Hong Kong Special Administrative Region via ATMs will be subject to handling charge as determined by the Bank from time to time.
- 10. Card Transactions which are effected in currencies other than Hong Kong Dollars will be debited to the Account after conversion into Hong Kong Dollars at prevailing rates as determined by the Bank on the day of conversion.
- 11. Notification of loss or theft of the Card should be given and confirmed by the Accountholder in writing. The Accountholder shall be liable for amounts debited to the Account as a result of any unauthorized use of the Card until such notification from the Accountholder is received by the Bank.
- 12. The Accountholder agrees to pay the Bank's periodical Account and/or Card fee. Fees will be debited to the Account when due and are not refundable. The Bank reserves the right to impose service fees, facility fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit. If the Bank wishes so to do, the Bank shall give notice of such amendment to the Accountholder and will specify the business day, not being less than 30 days subsequent to the date of such notice, on which such amendment shall take effect. If the Accountholder does not close the Account prior to the expiration of such period, the Accountholder shall be deemed to have agreed to such amendment.
- 13. Any replacement Card will be subject to a Replacement Card fee as determined by the Bank from time to time.
- 14. The Bank has the right to impose negative interest on credit balances on the Account. Where such interest becomes payable by the Accountholder to the Bank, the Bank is entitled to debit any one or more account(s) of the Accountholder maintained with the Bank for the purposes of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 15. Interest may be varied by the Bank from time to time at its discretion and will be calculated on a daily basis, (unless otherwise specified by the Bank) at the Bank's prevailing Hong Kong Dollar Savings Account rates, which will accrue to the credit balances on the Account. Interest at a rate above zero is payable by the Bank to the Accountholder and will be credited to the Account monthly. Interest at a rate below zero is payable by the Accountholder to the Bank and will be debited from the Account monthly.
- 16. The Accountholder shall ensure that there are sufficient funds in the Account for the purpose of giving instructions to the Bank and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds.
- 17. The Bank may at any time cancel the Account, the Card and the associated facilities with prior notice or cause save under exceptional circumstances when cancellation may be made without notice.
- 18. The Bank reserves the right to add to, delete and/or vary any of these Terms and Conditions upon notice to the Accountholder. Not less than 30 days' notice will be given to the Accountholder where the proposed addition, deletion or variation will affect the liabilities or obligations of the Accountholder hereunder. Uses or operation of the Account and/or the Card after the date upon which any change to the Terms and Conditions is to take effect (as specified in the Bank's notice) will constitute acceptance by the Accountholder of such change.
- 19. Any notice hereunder sent by post will be deemed to have been received by the Accountholder within 7 days of posting to the address last notified in writing to the Bank by the Accountholder. Publication of change by such means as the Bank considers appropriate will constitute effective notice to the Accountholder thereof.
- 20. The Bank is authorized to contact all relevant parties for verification and/or to obtain any other information about the Accountholder(s) either verbally or in writing from time to time when it deems necessary.
- 21. The Bank may from time to time as the Bank in its absolute discretion thinks fit procure merchant establishments to provide special offers or privileges to the Accountholder. Any such special offers or privileges shall be subject to the specific terms and conditions pursuant to which they are being offered. The Bank accepts no responsibilities in any way for any goods or services supplied to the Accountholder in relation to any such special offers or privileges. Complaints against the merchant establishment should be resolved by the Accountholder with the merchant establishment and no claim by the Accountholder against the merchant establishment will relieve the Accountholder from any obligation to the Bank hereunder.
- 22. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 23. If the Account is closed within such period after the account opening date as specified by the Bank from time to time, the Bank may make a charge at its discretion.
- 24. The Bank may offer, vary, suspend or withdraw any services (including not accepting a deposit) relating to the Account at any time.
- 25. Accounts with zero balances for a period as set by the Bank from time to time or which remain inactive for a period as set by the Bank from time to time may be closed by the Bank at the Bank's discretion, in the absence of the Accountholder's specific instructions to the contrary.
- 26. No person other than the Accountholder and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- * This "University Student Account Terms and Conditions" prevails, in case of any inconsistency, over the provisions in the materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you or published by us in any manner which relate to the relevant accounts, products or services.

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

香港上海滙豐銀行有限公司

*「大學生」理財戶口章則條款

- 1. 「大學生」理財戶口持有人(「戶口持有人」)須遵守本行的一般條款及細則及自動櫃員機卡章則條款,如一般條款及細則/自動櫃員機卡章則條款與本文所載「大學生」理財戶口(「此戶口」)章則條款有任何牴觸,概以「大學生」理財戶口章則條款為準。
- 2. 「大學生」理財戶口卡(「此卡」)屬香港上海滙豐銀行有限公司(「本行」)所有,如本行提出要求,戶口持有人須立即歸還。
- 3. 戶口持有人的姓名、地址、全日制大學生資格及大學畢業日期如有任何更改,須以書面通知本行。
- 4. 在不影響第 17 條條款的情況下,本行可在戶口持有人大學畢業當日或以後的任何時候向戶口持有人寄出協議終止通知。戶口持有人須在此通知 發出的一個月內到本行終止此戶口及交還此卡。如戶口持有人未能履行此項規定,本行可終止此戶口,取消此卡及有關的服務,及/或收取此戶 口及/或此卡的到期定期費用而無須作出通知或申述理由。
- 5. 戶口持有人除不得容許任何人士使用此卡外,並須隨時將此卡置於戶口持有人的個人控管之下。
- 6. 一切以此卡作出的提款、轉賬及/或其他交易(「卡交易」),均由此戶口支取,戶口持有人須對所有卡交易負責。
- 7. 戶口持有人將依照本行隨時要求的方式,靈活運用此戶口。
- 8. 透過自動櫃員機提款或轉賬及以「易辦事」電子轉賬服務購物的卡交易,須按照本行不時訂定的個別每日交易限額進行。
- 9. 戶口持有人透過在香港特別行政區以外的自動櫃員機提取現金,須按照本行不時釐定的金額繳交手續費。
- 10. 所有並非以港幣計算的卡交易款額,會根據本行當日所定的匯率折算為港幣後,再從此戶口支取。
- 11. 此卡如遺失或被竊,須在發覺後立即報知本行,並以書面確認。在本行收到有關遺失或被竊的通知前,戶口持有人須承擔任何人士擅用此卡而自 此戶口支取的款額。
- 12. 戶口持有人同意向本行繳付此戶口及/或此卡的定期費用,此等費用按時從此戶口支取,並不予退還。本行保留權利不時在認為適當時徵收服務費、貸款費用及/或其他收費。如本行決定收取上述費用,會通知戶口持有人有關該等修訂的內容,並指定該等修訂於發出該項通知的日期後不少於30日後生效。如客戶並未於該段期間取消此戶口,將被視為同意該等修訂。
- 13. 本行向戶口持有人補發新卡,得收取本行隨時釐訂的有關費用。
- 14. 本行有權就此戶口內的結餘徵收負利息。如該利息應由戶口持有人向本行繳付,本行有權扣除戶口持有人在本行之任何戶口以支付應由戶口持有人支付之負利息,而無須理會支款戶口是否有足夠款項、透支或信貸,而由此引起透支或動用信貸額將按當時的利率計息及收費。
- 15. 本行有權不時自行決定更改利率,(除非本行另行指定)利息將按照本行當時的港元儲蓄戶口息率及此戶口的結餘額每日計算。如利率高於零,利息會由本行向戶口持有人支付並每月一次誌人此戶口內。如利率低於零,利息會由戶口持有人向本行支付並每月一次從此戶口支賬。
- 16. 戶口持有人須確保戶口有足夠款額作為執行向本行所提出的指示之用。本行對於因款額不足以致未能履行指示而引起的任何後果概不負責。
- 17. 本行可在任何時候經預先通知及申述理由後終止此協議,取消此卡及有關的貸款。在特殊情況下,本行可不必預先通知而作出此項安排。
- 18. 本行保留權利增刪及/或更改本章則條款的任何部分,但須通知戶口持有人。如該等增刪或更改將影響戶口持有人的責任或義務,本行得給予戶口持有人不少於 30 日的通知。在更改章則條款的生效日期(會註明於本行的通知書內)後使用此戶口及/或此卡,即構成戶口持有人對該等更改作無保留的接受。
- 19. 根據本章則條款所發出的任何通知,以郵遞方式寄往戶口持有人最後書面通知本行的地址,在寄出7日後即視為已寄達戶口持有人。以本行認為 適當的方式公布章則條款更改,將構成對戶口持有人的有效通知。
- 20. 本行獲授權可按本行所需而隨時聯絡所有有關人士,以口述或書面形式核實及/或索取戶口持有人有關的資料。
- 21. 本行可不時在本行全權酌情認為適當的情況下聯絡商戶,給予戶口持有人特別的優惠或權利。任何此等特別優惠或權利將受其有關的章則條款約束。本行對戶口持有人任何經由此等特別優惠或權利而獲供應的貨物或服務概不負責。戶口持有人對於商戶的投訴應由戶口持有人與商戶自行解決。戶口持有人對商戶提出的任何索償將不能免除戶口持有人對本行的任何責任。
- 22. 本章則條款受香港特別行政區法律管轄,並按該等法律詮釋。
- 23. 在開立此戶口後,如在本行不時指定的期間內結束此戶口,本行可酌情收手續費。
- 24. 本行有權隨時提供、更改、暫停或撤銷有關此戶口的任何服務(包括不接受存款)。
- 25. 如在本行不時設定的期間戶口結餘為零或無進支紀錄,除非本行收到戶口持有人明確相反指示,否則本行可自行決定結束戶口。
- 26. 除戶口持有人及本行以外,並無其他人士有權按《合約(第三者權利)條例》強制執行本章則條款的任何條文,或享有本章則條款的任何條文下的利益。
- * 如本「大學生」理財戶口章則條款與本行以任何形式向閣下提供或由本行公布的就有關戶口、產品或服務之任何材料或資料的條文(包括表格、資料概覽、產品資料、客戶通訊、市場及推廣材料中所載資料)有任何不一致,概以本「大學生」理財戶口章則條款為準。

注意:中英文本如有歧義,須以英文本為準。