



恒生銀行

HANG SENG BANK

Advanced Switching Service* – Customer Should Know (Note: In addition to the normal selling procedures, Client Relationship Manager must explain to the customers applying for the Advanced Switching Service all risks and issues in this document and obtain their acknowledgement of the same.)

* The Advanced Switching Service is provided by Hang Seng Bank Limited (the "Bank"). Customers applying for the Advanced Switching Service are in effect instructing the Bank to apply for fund redemption and subscription (with advance provided by the Bank) simultaneously.

Customers should consider the following risks and issues, including but not limited to market and foreign exchange rate risks before applying for the Advanced Switching Service. Customers must read the full version of the Terms and Conditions for Advanced Switching Service. By using the Advanced Switching Service, customers are deemed to have accepted the full version of the Terms and Conditions for Advanced Switching Service and will be bound by them.

1. The maximum subscribed amount of the New Fund is estimated based on the latest available unit price of the Original Fund to be redeemed and the relevant exchange rate if the New Fund and the Original Fund are denominated in different base currencies. Therefore, even though the Bank has reserved some buffer when estimating the subscribed amount, **the actual redemption proceeds may still be insufficient to cover and pay for the subscribed amount due to market and foreign exchange rate fluctuations**. In these circumstances, the Bank will debit the shortfall from the sub-accounts of customers' designated integrated account in the following order: foreign currency savings account in the base currency of the New Fund. HKD savings account, HKD current account, and then foreign currency savings account in a currency other than that of the New Fund. If the shortfall remains unsettled in full, it will be debited from the said HKD current account again, constituting an overdraft facility (which charge interest at a prevailing rate of P % p.a. in general, which rate may vary depending on individual customer) or unauthorised overdraft facility (which charge interest at a prevailing rate of P + 8% p.a. and one-off handling fee of HK\$100), as the case may be. In addition, in case the shortfall is debited from an account in a currency other than that of the New Fund, you will have to bear the foreign exchange rate risks involved in the New Fund currency and the Original Fund currency.
2. If the New Fund and the Original Fund are denominated in different base currencies, **the Bank will convert the redemption proceeds into the currency of the New Fund at the prevailing exchange rate** on the day the redemption proceeds are made available from the Fund Manager of the Original Fund or on such other day thereafter as determined by the Bank in payment for the advance amount relevant to the subscription for the New Fund. You will have to bear the foreign exchange rate risks involved in converting the redemption proceeds from the Original Fund currency to the New Fund currency.
3. **The Bank will not guarantee that all subscription and redemption instructions associated with Advanced Switching Service can be executed successfully**. If only one instruction can be executed (i.e. either the redemption or the subscription instruction), the transaction which has been executed is still a valid transaction.
4. **If the application to redeem the Original Fund fails** (due to reasons such as: the redemption order is submitted after the Bank's cut-off time of the relevant fund, the redemption application has been rejected by the relevant fund manager under exceptional situations, the Original Fund is suspended for trading) but the application to subscribe for the New Fund succeeds, you will then be in a position of concurrently holding and investing in both the Original Fund and the New Fund and will have to bear all the investment risks associated therewith, including but not limited to the relevant fund price fluctuations and exchange rate fluctuations. In the event customers are required to make repayment of the advance amount by the Bank at such time, you will have to provide separate moneys to repay the outstanding amount owed to the Bank.
5. You shall, according to the Terms and Conditions for Advanced Switching Service, **charge by way of security, assign and release to the Bank all rights, titles, benefits and interests in or in respect of the Original Fund and the New Fund** until all transactions related to the Advanced Switching Service have been settled.
6. For the Bank to handle the redemption and subscription applications with Advanced Switching Service on the same day, the Advanced Switching Service application must be submitted on or before the Bank's **cut-off time** for the relevant fund applications (Please note that the Bank's cut-off time is generally earlier than the cut-off time stated on the relevant funds' offering documents); and the day of applications must be a valid trade day for the relevant funds.

The Following Acknowledgements are for Phone-in Transactions Only (Note: ALL answers from customer must be "Yes" / For points 9, 10 and 13, answers must be either "Yes" or "Not applicable")

As Advanced Switching Service involves granting of an advance by the Bank for the customer to pay for the Subscribed Amount, this arrangement is considered a short-term loan. Therefore, in addition to point 1 – 6 above, before processing Advanced Switching Service order via telephone, Customer Relationship Manager **should verbally confirm that the customer has received the Terms and Conditions for Advanced Switching Service**. If the customer has not received the Terms and Conditions, Customer Relationship Manager should fax, mail or e-mail the Terms and Conditions to the customer first (the customer can also download from www.hangseng.com > "Form"). Customer Relationship Manager should also obtain the verbal consent of the customer to the following loan-related declarations:

7. You agree that the Client Relationship Manager will complete and submit to the Bank the Investment Funds Dealing Order Form (exclusive for Advanced Switching Service) on your behalf. (Yes/No)
8. You agree to apply to the Bank for an advance in payment for the Subscribed Amount. (Yes/No)
9. You will inform the Bank in writing if you are/were a director (within the past 12 months) of, or if you are a substantial shareholder/chief executive/employee of, any member of the HSBC Group or a relative of or trustee for any such director/substantial shareholder/chief executive/employee. (Yes/No/Not applicable)
10. You confirm that, as of the date of today, if you or the government department of HKSAR in which you are working have/has no official dealings with the Bank and you undertake to inform the Bank promptly in writing if you or the government department in which you are working will later become involved in any official dealings with the Bank. (Yes/No/Not applicable)
11. In the case where a guarantee/third party security, unlimited in amount, has been or is presently issued in the Bank's favour in respect of any or all of your liabilities owed to the Bank, you agree that the Bank may from time to time provide the guarantor/provider of third party security with any data, details or information (including any of your personal data) relating to any loan/banking/credit facilities extended by the Bank to you for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security. (Yes/No)
12. You acknowledge and agree that the advance is provided subject to the Terms and Conditions for Advanced Switching Service, which you have read and understood and agreed to be bound by them as they may be amended from time to time. (Yes/No)
13. (Applicable to Any one of the Joint Name Account Holder placing this transaction order)
You represent and warrant to the Bank that you have obtained the necessary authorisation from all the other joint account holder(s) (if any) to place this transaction order via phone on his / her / their behalf and to create the charge mentioned hereinabove and all the provisions in this Form shall be binding on you and all the other joint account holder(s) (if any) in all respect notwithstanding that the other joint account holder(s) has/have not placed this transaction order via phone. (Yes/No/Not applicable)



恒生銀行

HANG SENG BANK

Terms and Conditions for Advanced Switching Service*

特級基金轉換服務*章則

*「特級基金轉換服務」乃由恒生銀行有限公司(「恒生」/「本行」)提供。申請「特級基金轉換服務」之客戶即實際上同時指示本行代其申請贖回基金，及以本行提供予客戶之「墊款」申請認購基金。詳情請細閱「特級基金轉換服務章則」。

* The Advanced Switching Service is provided by Hang Seng Bank Limited ("Hang Seng"/ the "Bank"). Customers applying for the Advanced Switching Service are in effect instructing the Bank to apply for fund redemption and subscription (with "Advance" provided by the Bank) simultaneously. Please read the "Terms and Conditions for the Advanced Switching Service" in detail.

1. Definitions 釋義

In these Terms and Conditions:-

本章則中，

"Advance" means an advance made by "Hang Seng" hereunder to the "Client";

「墊款」指「恒生」於此給予「客戶」之墊款；

"Advance Amount" means the total amount of the "Advance" (in a currency corresponding to that of the "New Funds") made by "Hang Seng" to the "Client" in payment for the "Subscribed Amount";

「墊款額」指「恒生」給予「客戶」之「墊款」全額(其幣值與「新基金」相同)，用以支付「認購金額」；

"Client" means the person to whom the "Advance" is made by "Hang Seng" pursuant to these Terms and Conditions and, where the context permits or requires, includes a joint account client and their respective personal representatives and lawful successors;

「客戶」指「恒生」根據本章則給予「墊款」之人士，如文義許可或規定，包括聯名客戶及其個人代表及合法後繼人；

"Current Account" means a Hong Kong Dollar Current Account which is also the "Sub-account" under the "Integrated Account";

「往來賬戶」指港元往來賬戶並為「綜合賬戶」以下之一個「子賬戶」；

"Fund Manager" means the manager or any person authorised to manage the investment, or administer the operation of, the "Original Funds" and/or the "New Funds";

「基金經理」指獲授權投資或管理「原有基金」及／或「新基金」之經理或人士；

"Hang Seng" means Hang Seng Bank Limited and its successors or assigns;

「恒生」指恒生銀行有限公司及其後繼人或受讓人；

"Integrated Account" means the "Client"'s integrated account with "Hang Seng", which is, for the purpose of these Terms and Conditions, notified by the "Client" to, and agreed by, "Hang Seng";

「綜合賬戶」指「客戶」於「恒生」開立並為此章則通知「恒生」及獲其同意之綜合賬戶；

"New Funds" means the investment funds for which the "Client" irrevocably authorises and instructs "Hang Seng" to apply on his behalf to subscribe pursuant to Clause 3(a);

「新基金」指「客戶」不可撤銷地授權及指示「恒生」根據第 3(a) 條代其申請認購之投資基金；

"Original Funds" means the units of investment funds which the "Client" irrevocably authorises and instructs "Hang Seng" to apply on his behalf to redeem pursuant to Clause 4(a);

「原有基金」指「客戶」不可撤銷地授權及指示「恒生」根據第 4(a) 條代其申請贖回之投資基金單位；

"Proceeds" means the redemption proceeds made available from the "Fund Manager" to "Hang Seng" after redemption of the "Original Funds" by "Hang Seng" on the "Client"'s behalf pursuant to Clause 4(a);

「贖回所得」指「恒生」根據第 4(a) 條代表「客戶」贖回「原有基金」後「基金經理」可給予「恒生」之「贖回所得」；

"Secured Assets" shall have the meanings specified in the terms and conditions from time to time in force governing the "Integrated Account". Without prejudice to the foregoing and for the avoidance of doubt, "Secured Assets" include (a) the redemption "Proceeds" of the "Original Funds" and the "New Funds"; (b) all rights, titles, benefits and interests in or in respect of the "Original Funds" and the "New Funds"; and (c) all dividends, distributions, and other moneys derived from the "Original Funds" and the "New Funds";

「抵押資產」一詞之定義見於適用於「綜合賬戶」之條款及條件。為免生疑，在不影響上文之前提下，抵押資產包括 (a) 贖回「原有基金」及「新基金」後所得；(b) 於「原有基金」及「新基金」的或與之有關的所有權利、產權、權益及利益；及 (c) 來自「原有基金」及「新基金」之所有股息、分派及其他款項；

"Secured Moneys" means all moneys in any currency owing by the "Client" to "Hang Seng" at any time, actually or contingently, in any capacity, alone or jointly with any other person;

「抵押款項」一詞指「客戶」於某個時候以任何身份(獨自或者連帶其他人)實際或者或然結欠「恒生」任何幣值之款項；

"Service" means the advanced switching service under which "Hang Seng" may make the "Advance" to the "Client" for the purpose set out in Clause 2(a);

「服務」指特級基金轉換服務，據此，「恒生」可根據第 2(a) 條將「墊款」給予「客戶」；

"Settlement Date" means the date when the "Proceeds" are made available from the "Fund Manager" to "Hang Seng" or such other date thereafter as "Hang Seng" may determine at its discretion;

「結算日」指「基金經理」可將「贖回所得」給予「恒生」之日或「恒生」酌情決定其後之另一日；

“Sub-account” means any one or all of the following accounts under the “Integrated Account”:-

「子賬戶」指「綜合賬戶」中以下一個或所有賬戶：-

- (a) Foreign Currency Savings Account; 外幣儲蓄賬戶；
- (b) Hong Kong Dollar Savings Account; and 港元儲蓄賬戶；及
- (c) the “Current Account”; and 「往來賬戶」；及

“Subscribed Amount” means the amount consisting of (a) the amount which the “Client” shall pay in order to subscribe for the “New Funds”; and (b) the subscription fee payable by the “Client” to “Hang Seng” pursuant to Clause 3(e).

「認購金額」指由 (a) 「客戶」為訂購「新基金」須支付之金額；及 (b) 根據第 3(e) 條「客戶」須支付「恒生」之認購費所組成之金額。

2. Purpose of “Advance” and Security 「墊款」目的及抵押

(a) The “Advance” is made by “Hang Seng” to the “Client” for the sole purpose of financing the payment of the “Subscribed Amount” by the “Client”. Whether or not “Hang Seng” decides to make the “Advance” is entirely at its discretion.

「墊款」乃「恒生」給予「客戶」之「墊款」，僅供「客戶」支付「認購金額」之用。「恒生」是否給予「墊款」全由「恒生」酌情決定。

(b) In consideration of “Hang Seng” agreeing to make the “Advance” to the “Client”, the “Client” as beneficial owner charges by way of security, assigns and releases to “Hang Seng” all of the “Client”’s right, title, benefit and interest in and to the “Secured Assets” until all the “Secured Moneys” (if any) have been paid or discharged.

作為獲得「恒生」同意給予「客戶」「墊款」之條件，「客戶」以實益擁有人身份透過抵押將「抵押資產」之所有權利、產權、權益及利益抵押及轉讓予「恒生」，直至所有「抵押款項」清償為止。

(c) (Applicable to Any one of the Joint Name Account Holder signing this Form / placing this transaction order via phone)

The “Client” represents and warrants to “Hang Seng” that the “Client” have obtained the necessary authorisation from all the other joint account holder(s) (if any) to sign this Form / place this transaction order via phone on his / her / their behalf and to create the charge mentioned hereinabove and all the provisions in this Form shall be binding on the “Client” and all the other joint account holder(s) (if any) in all respect notwithstanding that the other joint account holder(s) has/have not signed this Form / placed this transaction order via phone.

(適用於其中一位聯名戶口持有人簽署此申請表/透過電話處理此交易)

「客戶」向「恒生」聲明及保證「客戶」已取得所有其他聯名戶口持有人(如有)之適當授權可以代表他/她/他們簽署此申請表/透過電話處理此交易及根據上述條款成立押記，儘管其他聯名戶口持有人未有簽署此申請表/透過電話處理此交易，「客戶」及所有其他聯名戶口持有人(如有)仍受到此申請表內所有條款之約束。

3. Application for “New Funds” 申請「新基金」

(a) The “Client” irrevocably authorises and instructs “Hang Seng” to apply on his behalf to subscribe for the “New Funds”. The “Client” shall ratify and accept all things and matters done by “Hang Seng” and indemnify “Hang Seng” against any loss it may suffer or incur in connection with such application on the “Client”’s behalf.

「客戶」不可撤銷地授權及指示「恒生」代其申請認購「新基金」。「客戶」須批准及接納「恒生」所辦理之各項事宜，並保證彌償「恒生」因代表「客戶」作出此項申請所可能承受或蒙受之任何損失。

(b) “Hang Seng” makes no warranty or representation that the application made by “Hang Seng” on the “Client”’s behalf to subscribe for the “New Funds” will be successful.

「恒生」並不擔保或聲明其代表「客戶」認購「新基金」之申請將會成功。

(c) “Hang Seng” is only responsible for applying on the “Client”’s behalf to subscribe for the “New Funds”. The “Client” acknowledges and agrees that such application is subject to the final acceptance of the “Fund Manager”. “Hang Seng” disclaims any obligations and liabilities relating to the duration required in completing the subscription for the “New Funds”.

「恒生」僅負責代表「客戶」申請認購「新基金」。「客戶」確認及同意此項申請最終須獲得「基金經理」接納方可。「恒生」概不就完成認購「新基金」之時間長短承擔任何義務及責任。

(d) Upon the “Fund Manager”’s instruction, “Hang Seng” may, subject to Clause 3(e)(ii), pay the “Advance” Amount to the “Fund Manager” without further notice to the “Client” with a view to subscribing for the “New Funds”.

「基金經理」作出指示後，為認購「新基金」，「恒生」在無須通知「客戶」下可於第 3(e)(ii)條作出後支付「墊款額」予「基金經理」。

(e) (i) “Hang Seng” shall be entitled to charge a one-off subscription fee for the “Service” at such rate(s) as “Hang Seng” may prescribe at its discretion.

「恒生」可收取一次性之「服務」認購費，費率可由「恒生」酌情決定。

(ii) “Hang Seng” may deduct the said subscription fee from the “Advance” Amount before applying it to subscribe for the “New Funds”.

「恒生」在申請認購「新基金」前可先從「墊款額」中扣除上述認購費。

4. Settlement 結算

(a) The “Client” irrevocably authorises and instructs “Hang Seng” to apply on the “Client”’s behalf to redeem the “Original Funds”. The “Client” shall ratify and accept all things and matters done by “Hang Seng” and indemnify “Hang Seng” against any loss it may suffer or incur in connection with such application on the “Client”’s behalf.

「客戶」不可撤銷地授權及指示「恒生」代其申請贖回「原有基金」。「客戶」須批准及接納「恒生」所辦理之各項事宜，並保證彌償「恒生」因代表「客戶」作出此項申請所可能承受或蒙受之任何損失。

(b) “Hang Seng” makes no warranty or representation that the application made by “Hang Seng” on the “Client”’s behalf to redeem the “Original Funds” will be successful.

「恒生」並不保證或聲明可成功代表「客戶」申請贖回「原有基金」。

(c) "Hang Seng" is only responsible for applying on the "Client"'s behalf to redeem the "Original Funds". The "Client" acknowledges and agrees that such application is subject to the final acceptance of the "Fund Manager". "Hang Seng" disclaims any obligations and liabilities relating to the duration required in completing the redemption of the "Original Funds".

「恒生」僅負責代表「客戶」申請贖回「原有基金」。「客戶」確認及同意此項申請最終須獲得「基金經理」接納方可。「恒生」概不完成贖回「原有基金」之時間長短承擔任何義務及責任。

(d) On the "Settlement Date", "Hang Seng" shall be entitled to apply the "Proceeds" in or towards repayment and settlement of the "Advance" Amount. "Hang Seng" may, subject to Clause 13(b), convert the "Proceeds" into the currency of the "Advance Amount" before applying the "Proceeds" to repay and settle the "Advance Amount". In the event that the "Proceeds" are not sufficient, or simply not available to Hang Seng due to the failure to redeem the "Original Funds" pursuant to Clause 4(a) for whatever reasons, to repay and settle the "Advance Amount" in full on the "Settlement Date", "Hang Seng" shall be entitled, at any time and without notice to the "Client", to debit the outstanding "Advance Amount" from any "Sub-account" as "Hang Seng" may determine at its absolute discretion. Without prejudice to generality of the foregoing, "Hang Seng" may, but shall not be obliged to, debit the outstanding "Advance Amount" from the "Sub-account" in the following order:-

於「結算日」，「恒生」可將「贖回所得」用於結付「墊款額」。「恒生」可根據第 13(b)條先將「贖回所得」換算為「墊款額」之幣值後始將「贖回所得」用於結付「墊款額」。如「贖回所得」不足以結清「結算日」之「墊款額」或「恒生」純因任何原因未能按第 4(a)條贖回「原有基金」，則「恒生」可隨時在無須通知「客戶」下酌情從任何「子賬戶」中扣付尚欠「墊款額」，在不影響前述之普遍情況下，「恒生」可以（但無責任）依照以下次序從「子賬戶」扣付尚欠「墊款額」：-

(i) Foreign Currency Savings Account in a currency corresponding to that of the outstanding "Advance Amount";
從相同於尚欠「墊款額」幣值之外幣儲蓄賬戶中扣減；

(ii) Hong Kong Dollar Savings Account;
從港元儲蓄賬戶中扣減；

(iii) The "Current Account";
「往來賬戶」中扣減；

(iv) Any other Foreign Currency Savings Account in a currency other than that of the outstanding "Advance Amount"; and
從幣值不同於尚欠「墊款額」之外幣儲蓄賬戶中扣減；及

(v) (in case of the outstanding "Advance Amount" remaining unsettled in full) the "Current Account", in which case the arrangements in Clause 4(e) may apply.
(倘尚欠「墊款額」仍未能完全結付)「往來賬戶」，在此情況下，第 4(e)條之安排將適用。

Subject to Clause 13(b), "Hang Seng" may, for the purpose of settling the outstanding "Advance Amount", convert the account balances on the relevant "Sub-account" into the currency of the outstanding "Advance Amount" and vice versa.

為結付尚欠「墊款額」，「恒生」可按第 13(b)條先將有關「子賬戶」之結餘換算為尚欠「墊款額」之幣值及反之亦然。

(e) At any time when "Hang Seng" debits the "Current Account" with the outstanding "Advance Amount" pursuant to these Terms and Conditions and if there are insufficient funds on the "Current Account" to repay and settle the outstanding "Advance Amount", the following arrangements may apply:-

當「恒生」於任何時間按本章則從「往來賬戶」扣減尚欠「墊款額」當日，倘「往來賬戶」未有足夠現金結付尚欠「墊款額」，則將會作出以下安排：-

(i) if no overdraft facility is currently maintained on the "Current Account", the outstanding "Advance Amount" shall forthwith constitute an unauthorised overdraft facility on the "Current Account" and the "Client" shall pay interest on the outstanding "Advance Amount" from the date on which "Hang Seng" debits the "Current Account" up to the date of actual repayment of the outstanding "Advance Amount" at the rate of 8% per annum over the Hong Kong Dollar Prime Lending Rate quoted by "Hang Seng" from time to time or at such other rate or rates as "Hang Seng" may from time to time determine at its absolute discretion. The "Client" shall also pay a one-off handling fee of HK\$100 for the unauthorised overdraft facility, which will be debited from the "Current Account" without prior notice to the "Client"; or

如「往來賬戶」並無設有透支服務，則尚欠「墊款額」立即構成未經批准之「往來賬戶」透支，「客戶」須支付尚欠「墊款額」於「恒生」扣減「往來賬戶」之日至實際償還尚欠「墊款額」之日期間之利息，年息為「恒生」不時所報之港元最優惠貸款利率加 8 厘或「恒生」不時全權酌情決定之息率，而「客戶」亦須就未經批准使用之透支一次性支付手續費 100 港元，此項手續費將於「往來賬戶」中扣減而不會事先通知「客戶」；或

(ii) if an overdraft facility is currently maintained on the "Current Account", the outstanding "Advance Amount" shall forthwith become or form part of the overdraft facility subject to the applicable provisions in the terms and conditions from time to time in force governing the "Integrated Account".

如「往來賬戶」當時設有透支服務，則尚欠「墊款額」立即成為透支額之一部分，須受限於不時有效於「綜合賬戶」之條款及條件當中適用之條文。

(f) (i) In the event that the "Proceeds" made available from the "Fund Manager" to "Hang Seng" exceeds the "Advance Amount", "Hang Seng" will, on the "Settlement Date", credit such excess to the "Sub-account" in a currency corresponding to that of the "Proceeds" or, subject to Clause 13(b), such other "Sub-account" as requested by the "Client" and agreed by "Hang Seng".

如「恒生」從「基金經理」所獲之「贖回所得」多於「墊款額」，則「恒生」會於「結算日」將超出額存入相等於「贖回所得」之幣值之「子賬戶」或於第 13(b)條作出後將超出額存入「客戶」所要求並獲「恒生」同意之「子賬戶」中。

(ii) In the event that the application to redeem the "Original Funds" pursuant to Clause 4(a) succeeds, but the application to subscribe for the "New Funds" pursuant to Clause 3(a) fails, "Hang Seng" will, on the "Settlement Date", credit the "Proceeds" to the "Sub-account" in a currency corresponding to that of the "Proceeds" or, subject to Clause 13(b), such other "Sub-account" as requested by the "Client" and agreed by "Hang Seng".

如按第 4(a)條贖回「原有基金」之申請成功但按第 3(a)條認購「新基金」之申請未能成功，則「恒生」會於「結算日」將「贖回所得」存入相等於「贖回所得」之幣值之「子賬戶」或於第 13(b)條作出後將「贖回所得」存入「客戶」所要求並獲「恒生」同意之「子賬戶」中。

(g) Before the "Settlement Date", the "Client" shall not revise, cancel or prepay the "Advance Amount" except with the consent of "Hang Seng" and, if "Hang Seng" agrees, the "Client" shall in any event indemnify "Hang Seng" against any loss it may suffer or incur in connection with such revision, cancellation or prepayment.

於「結算日」前，「客戶」不可修改、取消或提早償還「墊款額」，「恒生」同意則作別論，如「恒生」同意，「客戶」須保證彌償「恒生」因有關之修改、取消或提早還款而可能承受或蒙受之任何損失。

(h) The "Advance" is subject to "Hang Seng" 's usual review and overriding right to require repayment on demand at any time.

「墊款」須定期經「恒生」審查，「恒生」有絕對之權利要求隨時還款。

5. Interest 利息

No interest will be payable by the "Client" in respect of the "Advance" before the "Settlement Date".

於「結算日」前，「客戶」無須支付「墊款」之利息。

6. Variation of Terms and Conditions/Fees and Charges 章則／費用及收費變動

(a) "Hang Seng" may from time to time at its discretion revise these Terms and Conditions and/or introduce additional terms and conditions. Such revisions and/or any additions to these Terms and Conditions shall be binding on the "Client" if the "Client" continues to use the "Advance" or any part of the "Advance" or if any amount under the "Advance" remains outstanding on or after the effective date thereof.

「恒生」可不時酌情修訂及／或增訂本章則。如「客戶」繼續使用「墊款」或部分「墊款」，或者「墊款」當中任何款額於本章則之修訂及／或增訂生效當日或之後仍未償還，則有關本章則之修訂及／或增訂對「客戶」均具約束力。

(b) "Hang Seng" may from time to time at its discretion impose further charges and fees and/or vary them. Such charges and fees and/or any variation thereof shall be binding on the "Client" if the "Client" continues to use the "Advance" or any part of the "Advance" or if any amount under the "Advance" remains outstanding on or after the effective date thereof.

「恒生」可不時酌情收取其他費用及收費以及更改所收費用及收費。如「客戶」繼續使用「墊款」或部分「墊款」，或者「墊款」當中任何款額於費用及收費及／或當中任何更改生效當日或之後仍未償還，則有關之費用及收費及／或當中任何更改對「客戶」均具約束力。

7. "Client"'s Warranties and Undertakings 「客戶」之保證及承諾

(a) Notwithstanding the grant of the "Advance" by "Hang Seng" for the "Client"'s subscription for the "New Funds", the "Client" acknowledges and confirms that he is aware of the risk involved in investment in the "New Funds" and that he has made his own independent decision in investing in the "New Funds".

「墊款」乃「恒生」給予「客戶」用作認購「新基金」，「客戶」確認及確知投資「新基金」所涉及之風險並已就投資「新基金」作出其本人之獨立決定。

(b) The "Client" undertakes (i) to repay at any time on demand notwithstanding anything to the contrary herein all moneys which may be owing to "Hang Seng" in respect of the "Advance" together with all fees, charges and expenses payable by the "Client" to "Hang Seng" including, but not limited to, all expenses of reasonable amount, legal or otherwise, reasonably incurred by "Hang Seng", in connection with the provision of the "Advance" (including enforcement of any right of "Hang Seng" under these Terms and Conditions), and all applicable exchange control premiums, penalties or expenditure; and (ii) to inform "Hang Seng" as soon as practicable of any difficulty in repaying the "Advance" (or any part thereof) or in meeting any payment to "Hang Seng" arising from the "Advance" or otherwise pursuant to these Terms and Conditions.

「客戶」承諾(i)即使當中存在矛盾之處，仍隨時按通知全數償還結欠「恒生」之「墊款」以及「客戶」須支付「恒生」之各項費用、收費及開支，包括但不限於「恒生」因提供「墊款」(包括行使「恒生」於本章則項下之權利)而合理產生之各項開支(不論屬法律或其他方面所需)以及所有適用之外匯管制費用、罰款或支出；及(ii)如難以償還「墊款」(或當中任何部分)或難以向「恒生」支付「墊款」所產生或本章則訂明之款項，即儘快通知「恒生」。

(c) The "Client" shall, at the request of "Hang Seng", execute such documents and perform such acts as "Hang Seng" may consider expedient for the purposes of providing the "Advance" or in connection with the "Original Funds" and the "New Funds" or "Hang Seng" 's exercise of its powers and rights under these Terms and Conditions.

「客戶」須於「恒生」要求時就「原有基金」及「新基金」簽立及作出「恒生」認為有利於提供「墊款」及「恒生」行使其於本章則項下之權力和權利之文件及行動。

8. Set-off Rights 抵銷權

In addition to any general lien or similar right to which "Hang Seng" may be entitled by law, "Hang Seng" may at any time, without notice to the "Client", and notwithstanding any settlement of account or other matter whatsoever, (i) combine or consolidate all or any of the "Client"'s accounts (whether current savings securities custodial time fixed or call deposit accounts and whether subject to notice or not) with any liabilities to "Hang Seng" whatsoever, wherever situate for the purpose of setting off or transferring any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the "Client"'s liabilities to "Hang Seng" on any other account or in any other respect whether such liabilities be present or future actual or contingent primary or collateral and joint or several (including but not limited to any or all sums and/or liabilities due by the "Client" to "Hang Seng") and, subject to Clause 13(b), "Hang Seng" may at any time at its complete discretion convert any of the "Client"'s account balances into any currency by any lawful means at "Hang Seng" 's disposal for the purpose of set-off or transfer without reference to the "Client" and/or (ii) apply in full or partial satisfaction of any of the "Client"'s liabilities to "Hang Seng" on any account all or any securities, valuables or other property which may be deposited with "Hang Seng" in the name of the "Client" and wherever situate and whether for safekeeping or otherwise and "Hang Seng" shall not be liable for any loss arising from the sale or other disposition of any such securities, valuables or other property. In the case of a joint account "Hang Seng" may exercise the rights in this clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to "Hang Seng" by one or more of the holders of such joint account.

除「恒生」依法享有之一般留置權或類似權利外，縱有任何賬戶結算或其他事宜，「恒生」仍可在無須通知「客戶」下隨時(i)將「客戶」之全部或任何賬戶(不論是否屬往來儲蓄證券託管定期定額或通知存款賬戶或是否需要通知)與任何結欠「恒生」之債務合併或綜合，以作抵銷或從而將任何一個或多個賬戶之進賬轉賬，以抵償「客戶」於其他賬戶或其他方面結欠「恒生」之債務，不論有關債務屬現時或者未來實際或者或然主體或者附帶以及共同或者個別(包括但不限於「客戶」結欠「恒生」之任何或所有款項及／或債務)，此外，「恒生」可按第13(b)條隨時全權酌情以其可利用之合法途徑將「客戶」之賬戶結餘換算為任何幣值，從而在無須參照「客戶」之情況下作抵銷或轉賬之用；及／或(ii)以全數或部分數額抵償「客戶」於任何賬戶或任何以「客戶」之名存放於「恒生」作保管或其他目的之證券、貴重品或其他資產(「恒生」無須承擔因出售或調動此等證券、貴重品或其他資產而造成之損失)結欠「恒生」之任何債務。就聯名賬戶而言，「恒生」可行使本條所賦予之權利將聯名賬戶之結餘用於抵償該聯名賬戶其中一個或多個持有人結欠「恒生」之債務。

9. Terms and conditions binding on legal representatives, etc.對法人代表等具約束力之章則：

The terms and conditions stated herein shall be binding on the “Client”’s heirs and legal representatives, successors and assigns. Where the “Client” consists more than one person, the terms and conditions stated herein and in such documents accepted by the “Client” shall be binding on all and each of them jointly and severally notwithstanding that any of them may be released from any obligation by “Hang Seng” or may not be effectively bound due to any reason.

本文件所載之章則對「客戶」之繼承人及法人代表、後繼人及受讓人均具約束力。如「客戶」多於一人，對於當中之個人及連帶之各人，本文件所載之章則以及「客戶」所接納其他文件之條款及條件均具約束力，即使當中任何人獲「恒生」解除任何義務或因任何原因不受有效約束。

10 Debt Collection Agent 代收債款代理

“Hang Seng” may appoint any person as its agent to collect any or all indebtedness owed by the “Client” to “Hang Seng” and the “Client” shall be responsible for all costs and expenses which may be reasonably incurred by “Hang Seng” for that purpose on each occasion. “Hang Seng” shall have, and the “Client” admits and agrees that “Hang Seng” do have, the right to disclose to debt collection agencies all personal data relating to the “Client” for that purpose on any occasion.

「恒生」可委託任何人代其收取「客戶」結欠「恒生」之任何或所有債款，而「客戶」須承擔「恒生」每次因此而合理產生之各項費用及開支。「恒生」有權而「客戶」亦確認及同意「恒生」有權為此而向代收債款之代理透露有關「客戶」之個人資料。

11 Disclosure of Personal Data 披露個人資料

The “Client” authorises “Hang Seng” to use, hold and process all personal data relating to the “Client” (“Data”) and all other details/information relating to the transactions or dealings of the “Client” with “Hang Seng” for such marketing purposes, and/or disclose, transfer (whether within or outside Hong Kong), obtain and/or exchange the Data and such other details/information to, from or with such persons and for such purposes as set out in the statements, circulars, notices and/or terms and conditions relating to the use and disclosure of personal data made available by “Hang Seng” to customers from time to time. The “Client” also agrees that “Hang Seng” may conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other details/information, and provide banker’s or credit references in respect of the “Client”.

「客戶」授權「恒生」可根據「恒生」不時提供予客戶之與使用及披露個人資料有關的結單、通函、通知及/或章則及條款內所載，使用、保存及處理有關「客戶」之所有個人資料（「個人資料」）及「客戶」之所有其他與「恒生」之交易或買賣有關之詳情/資料作該等市場推廣用途，及/或向、自或與指定人士披露、轉移（不論在香港以內或以外）、取得及/或交換「個人資料」及該等其他詳情/資料作指定用途。「客戶」亦同意，「恒生」可利用「個人資料」及該等其他詳情/資料以作配對（定義見個人資料（私隱）條例），並可提供有關「客戶」之銀行或信貸參考資料。

12 Notice 通知

Any notice or demand by “Hang Seng” shall be sufficiently given if left at or sent by prepaid letter to the “Client”’s last known address in the Hong Kong Special Administrative Region or elsewhere and every notice or demand so given shall be deemed to have been served on the day after the letter was left or posted as aforesaid, its subsequent return by the post office notwithstanding.

「恒生」之通知或要求凡送交或以預付郵費信件寄交「客戶」最近期通知於香港特別行政區或其他地區之地址的，必須有充份之時間發出，按此發出之每項通知或要求於信件按前述送交或寄出後翌日視為送達，即使郵政局其後退回亦然。

13 Other terms 其他條款

(a) The books and records of “Hang Seng” shall be final and conclusive evidence concerning the amount due from the “Client” to “Hang Seng” under the “Advance” at any time.

「恒生」之賬冊及記錄最終決定「客戶」於某個時候尚欠「恒生」之「墊款額」。

(b) All currency conversions shall be calculated at the rate of exchange determined conclusively by “Hang Seng” on the relevant date of conversion determined by “Hang Seng”.

「恒生」確定於某日換算之幣值乃按「恒生」於當日不可推翻地決定之匯率折算。

(c) The Chinese version of these Terms and Conditions is for reference only. In the event of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

本章則之中文本僅供參考，如本章則之中英文本存有歧義，均以英文本為準。

14 詮釋條款 Interpretation Clause

Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, references to Clauses and the Appendix are to the clauses of and the appendix to these Terms and Conditions. Clause headings are inserted for reference only and shall be ignored in construing these Terms and Conditions.

除文義另有所指外，單數字義具有複數之意，反之亦然，性別詞指各個性別。除另有指明外，文中提及之各條條文及附件乃指本章則之條文及附件。各條文加入之標題僅作參考，於詮釋本章則時可置之不理。