

Account Rules

I. General (applicable to all accounts)

1. In connection with the opening, operation and closing of an account, the customer shall complete, sign and be bound by the terms of such documents as the Bank may require and shall provide the Bank with such other documents as the Bank may require.
2. The Bank shall be entitled to prescribe:
 - i. minimum and maximum amounts or balances in respect of the opening, operation and closing of accounts;
 - ii. any kind of interest payment whether positive or negative interest, the amount or balance threshold for any account or deposit that renders interest payable by the Bank or the customer, and the interest payment terms;
 - iii. charges and commissions payable in respect of the operation of accounts (including, without limitation, any account carrying an unclaimed balance which has been transferred to the Bank's unclaimed balance account pursuant to Rule 14); and
 - iv. the available periods in the case of term deposit accounts.
3. All inward remittances, cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the account with items which are subsequently returned unpaid and remittance amounts which are not eventually received.
4. The Bank shall be entitled to pay or reject a cheque which would cause a current account to be overdrawn and, if the Bank permits an overdraft, the amount overdrawn shall be payable on demand with interest.
- 5a. Withdrawals from any account other than a HKD or USD Current Account may not be made by cheque or other financial instrument but only by instructions given in such form as the Bank may prescribe.
- b. In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong Special Administrative Region, the customer:
 - I. acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules (including without limitation the USD Operating Procedures referred to therein);
 - II. agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - i. anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System. Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US Dollar Clearing facilities or any such member) of the US Dollar Clearing House or the US Dollar clearing facilities or any part of any of them;
 - ii. without prejudice to (i) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules (including without limitation the US Dollar Operating Procedures referred to therein).
- c. The customer agrees that:
 - I. cheques drawn by the customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - II. the Bank is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (I).
6. Alterations to financial instruments presented to the Bank will not be accepted unless they are authenticated by the signature of the drawer.
- 7a. Cheques presented (whether by the customer or by someone other than the customer) shall be paid at any branch unless otherwise specified by the Bank.
- b. Withdrawals of cash from United States Dollar Current Account are subject to seven days' prior notice and availability of the currency in question.
- 8a. An inward remittance (whether in Hong Kong dollars or in any other currencies) to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times specified by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- b. Unless the Bank specifies otherwise, interest (whether positive or negative interest) shall accrue from day to day at such rates as the Bank may from time to time determine. Interest accrued (rounded upward or downward to the nearest 5 cents as the Bank may decide) shall be credited or debited to the account at such intervals as the Bank may decide or as may be agreed with the customer. The last day shall be excluded in calculating interest accrued on closing an account.
9. The Bank shall be entitled to prescribe the foreign currencies in which an account may be denominated and the method of payment in respect of a foreign currency account. The Bank shall be entitled to effect payment in a currency other than that in which the account is denominated and, if it does so, the exchange rate shall be the rate determined by the Bank to be prevailing at the relevant time.
10. Any request for cancellation or reversal of payment instructions shall be at the entire discretion of the Bank and subject to such conditions as the Bank may prescribe.
11. Where a passbook is issued for an account, the passbook must, except where the Bank agrees otherwise, be presented for all withdrawals from the account. The passbook is for the customer's reference and does not necessarily indicate the most up-to-date balance of the account as deposits may have been made or items charged without entry in the passbook. The customer should from time to time present the passbook to the Bank or use the self-service Passbook Update Machine provided by the Bank to update the interest and unposted items onto the passbook. When the number of the unposted items reaches a certain volume as determined by the Bank from time to time, all the unposted items will be consolidated as one entry and the individual items will not be updated on the passbook. A copy of the consolidation statement listing each individual item within a certain period can be produced and provided to the customer upon request in writing and will be subject to the Bank's handling charge.
12. Any payments made by the Bank to a person producing a withdrawal form purporting to be signed, sealed and/or chopped as authorised by the customer shall have the same effect as if made to the customer personally and will absolve the Bank from all liabilities to the customer or to any other party.

- 13a. The Bank reserves the right to suspend or terminate the operation of any account at any time without giving any notice and reason where the Bank is required by any Applicable Regulations or otherwise has reasonable grounds for doing so.
- b. Without prejudice to the generality of the above provision, the Bank shall be entitled to close any account immediately without notice to the customer if:-
- there is any change of Applicable Regulations which prohibits or renders illegal the maintenance or operation of the account;
 - the customer shall commit any breach of or omit to observe any obligations under these Rules which, in the reasonable opinion of the Bank, amounts to a material default on the part of the customer; or
 - the Bank's books and records show a zero balance on any account for a period of six continuous months or for such shorter period as the Bank may reasonably prescribe.
- c. The suspension or termination of the operation of any account, and any withdrawal of cash or property, whether or not following such suspension or termination, shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the customer under these Rules or by the Bank on behalf of the customer, prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted instructions at its discretion.
- d. Notwithstanding any provision herein to the contrary, the Bank reserves the right to terminate any account with prior notice (save under exceptional circumstance when termination may be made without notice) and with or without cause.
- e. For the purpose of this Clause, "Applicable Regulation" means any law, regulation or order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, government agency, exchange or professional body applicable from time to time.
14. Any unclaimed balance on a closed account may be transferred to the Bank's unclaimed balance account.
15. The Bank may specify from time to time any additional means or medium (including the telephone, the Internet or other electronic means or medium) through which instructions may be delivered or transmitted to the Bank subject to such terms and conditions (including any risk disclosure statements) as the Bank may reasonably prescribe. All such instructions given, as understood and acted on by the Bank, shall be irrevocable and binding on the customer whether given by the customer or by any other person purporting to be the customer. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or its authenticity. Where the account is in the name of more than one person, the Bank is authorised to act on the instructions of any of them delivered or transmitted to the Bank through any means or medium specified by the Bank from time to time. Such instructions and any terms and conditions reasonably prescribed by the Bank with respect to the relevant means or medium of delivery or transmission shall be binding on all the account holders in all respects notwithstanding that any of the account holders does not use such means or medium.
16. The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept the customer's instructions in so far as it is (in the Bank's opinion) practicable and reasonable to do so. For the avoidance of doubt, the Bank is authorised to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks.
17. Account statements shall be provided at monthly intervals unless:-
- a passbook or other record of transaction is provided;
 - there are no entries covering the period which is the subject of the statement; or
 - otherwise agreed with the customer.
- 18a. If the Customer or a shareholder (whether direct or indirect, legal or beneficial) of the Customer is a company incorporated in a country that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank.
- b. The customer agrees to examine each advice, contract note, receipt, account statement including the consolidation statement, or securities account portfolio statement (the "statement of account") provided by the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the customer or any other person (the "Errors").
- The customer also agrees that the statement of account shall, as between the Bank and the customer, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the customer notifies the Bank in writing of any such Errors within 90 days after:-
- personal delivery of such statement of account to the customer if it is personally delivered; or
 - the Bank has posted such statement of account if it is sent by post; or
 - the Bank has emailed such statement of account if it is sent by email; or
 - the Bank has placed such statement of account in the Hang Seng Personal e-Banking of the customer available through the Internet if it is made available therein; or
 - the Bank has placed such statement of account in the Hang Seng Business e-Banking of the customer available through the Internet if it is made available therein; or
 - the Bank has placed such statement of account in the Hang Seng HSBCnet of the customer available through the Internet if it is made available therein.
19. The customer shall not create any encumbrance over a credit balance in any account unless with the prior written consent of the Bank.
20. The Bank may, at any time and without prior notice, apply any credit balance in any currency on a customer's account, whether in the name of the customer or in the names of the customer and any other person(s), in or towards satisfaction of any indebtedness owed by the customer to the Bank in whatever capacity and whether actual or contingent or whether owed solely by the customer or owed by the customer and any other person(s). In the case of a joint account, the Bank 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 the Bank by one or more of the holders of such joint account.
21. The Bank is authorised to exercise a lien over all property of the customer which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property to satisfy any indebtedness of the customer to the Bank.
22. The Bank shall not be liable for any losses which may be incurred by a customer as a result of a transaction carried out by the Bank in accordance with the instructions of the customer nor, in any other case, unless due to the negligence or wilful default of the Bank, its officers or employees.

23. The customer shall indemnify the Bank, its officers and employees against all liabilities and claims (including any expenses of reasonable amount and reasonably incurred) which they may incur as a result of a transaction carried out by the Bank on behalf of the customer unless due to the negligence or wilful default of the Bank, its officers or employees.
24. The Bank may revise these Rules and/or introduce additional Rules at any time and from time to time. Any revision and/or addition to these Rules, any items prescribed under these Rules and any other information shall become effective subject to the Bank giving notice according to regulatory requirements, and shall be binding on the customer if the customer continues to have an account with the Bank after the effective date thereof. The notice may be given by display, advertisement or other means as the Bank thinks fit.
25. The Bank may appoint any other person as its agent to collect any or all indebtedness owed by the customer to the Bank and the customer shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.
26. The Bank may (but shall not be obliged to), and the customer expressly authorises the Bank to, record by tape or other means all instructions and requests given by the customer verbally to the Bank and all other verbal communications between the customer and the Bank in connection with any account and/or any services made available by the Bank from time to time including, without limitation, those given or communicated by telephone (collectively, "Verbal Communications"). The customer expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communications, or a transcript of the same certified as a true transcript by an officer of the Bank, shall be conclusive evidence between the Bank and the customer as to the contents and nature of such Verbal Communications unless and until the contrary is established and may be used as evidence in such dispute. The Bank reserves the right to refuse to act upon any Verbal Communications if, in its opinion, there are reasonable grounds for doing so. Furthermore, the Bank reserves the right to defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Bank may consider appropriate.
27. All communications sent by post to the last address of the customer registered by the Bank will be deemed to have been delivered to the customer 48 hours after posting if the address is in Hong Kong and 7 days after posting if the address is outside Hong Kong. Items sent to the customer or delivered to an authorised representative are supplied at the customer's risk.
28. Any specific terms agreed between the Bank and the customer in respect of any transaction shall prevail if they are inconsistent with these Rules.

29. Collection and Disclosure of Customer Information

a. Definitions

Terms used in this Clause 29 shall have the meanings set out in these Rules or the meanings set out below. Where there is any conflict between the meaning of a term set out in these Rules and the meaning set out below, the meaning set out below shall apply in this Clause 29.

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

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

"Connected Person" means a person or entity (other than the customer) whose information (including Personal Data or Tax Information) is provided by the customer, or on the customer's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor or third party security provider, a member, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or investor of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative of the customer, agent or nominee, or any other persons or entities with whom the customer has a relationship that is relevant to the customer's relationship with the HSBC Group.

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

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

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

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

"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.

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

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

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

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

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

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the customer's tax status or the tax status of a Connected Person.

"Tax Information" means documentation or information about the customer's tax status or the tax status of any owner, "controlling person", "substantial owner" or beneficial owner or Connected Person. **"Tax Information"** includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship). Reference to the singular includes the plural (and vice versa).

b. Collection, Use and Sharing of Customer Information

This Clause 29(b) explains how the Bank will use information about the customer and Connected Persons. The Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance that applies to the customer and other individuals (the **"PICS"**) also contains important information about how the Bank and the HSBC Group will use such information and the customer should read this Clause in conjunction with the PICS. The Bank and members of the HSBC Group may use Customer Information in accordance with this Clause 29 and the PICS.

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

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 29 or the PICS.

Collection

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

Use

ii. The Bank and members of the HSBC Group may use, transfer and disclose Customer Information in connection with (1) the purposes set out in Appendix 1 (applicable to Customer Information other than Personal Data) (2) the purposes set out in the PICS (applicable to Personal Data) and (3) matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the customer) ((1) to (3) are collectively referred to as the **"Purposes"**).

Sharing

iii. The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the PICS (who may also use, transfer and disclose such information for the Purposes) and Appendix 1 (applicable to Customer Information other than Personal Data).

The Customer's Obligations

- iv. The customer agrees to supply Customer Information, and to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a member of the HSBC Group. In respect of a non-personal customer, the customer further undertakes to notify the Bank (in such manner as may be prescribed or accepted by the Bank from time to time) of any change of directors, shareholders, partners, controllers, legal status or constitutional documents.
- v. The customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 29, Appendix 1 and the PICS (as may be amended or supplemented by the Bank from time to time). The customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- vi. The customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all of Customer Information in the manner described in these Rules. The customer agrees to inform the Bank promptly in writing if the customer is not able or has failed to comply with the obligations set out in Clauses 29(b)(v) and 29(b)(vi) in any respect.

vii. Where

- the customer or any Connected Person fails to provide promptly Customer Information reasonably requested by the Bank, or
 - the customer or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the customer), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
- the Bank may:

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

In addition, if the customer fails to supply promptly the customer's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the customer or the Connected Person, including whether the customer or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

c. Financial Crime Risk Management Activity

i. Financial Crime Risk Management Activity may include, but is not limited to: (A) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the customer, or on the customer's behalf; (B) investigating the source of or intended recipient of funds; (C) combining Customer Information with other related information in the possession of the HSBC Group; and (D) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and the status of the customer or a Connected Person.

- ii. The Bank and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

d. Tax Compliance

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

e. Miscellaneous

- i. In the event of any conflict or inconsistency between any of this Clause 29 and the provisions in or governing any other service, product, business relationship, account or agreement between the customer and the Bank, this Clause 29 shall prevail.
- ii. If all or any part of the provisions of this Clause 29 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 29 in that jurisdiction.

f. Survival Upon Termination

This Clause 29 shall continue to apply notwithstanding any termination by the customer or the Bank or a member of the HSBC Group of the provision of any Services to the customer, or the closure of any of the customer's account.

30. Unless otherwise specified, "customer" in these Rules means the person or each person (whether an individual, a corporation, sole proprietorship, partnership, statutory body or authority, other body of persons or form of association) and in whose name an account is opened, and in the case of a sole proprietorship, means the sole proprietor and, in the case of a partnership, means each of the present and future partners of the partnership; and includes, in the case of a corporation, its lawful successor and, in the case of an individual, a sole proprietorship or partnership, any personal representative and lawful successor of such individual, the proprietor or each partner; and, in all cases where the context permits, includes any authorised person or signatory or representative of the customer. The obligations under these Rules bind the customer and the customer's respective successors, permitted assigns and personal representatives as applicable. The customer may not assign or transfer any of the customer's rights or obligations under these Rules without the Bank's prior written consent.
31. The Bank shall be entitled, without having to make prior disclosure to the customer, to accept and retain for its own account and benefit absolutely any profit, rebate, brokerage, commission, fee, benefit, discount and/or other advantage arising out of or in connection with the provision of services to the customer.
32. These Rules, the account relationship between the Bank and the customer and the Bank's obligations to pay any amount standing to the credit of an account shall be governed by the laws of the Hong Kong Special Administrative Region. The operation of an account in a location outside the Hong Kong Special Administrative Region and payment in such a location shall be conditional on such operation and payment being lawful in that location. The Bank shall not be responsible for, or liable for any losses, taxes, costs and expenses as a result of complying with, any laws, regulations, governmental measures or restrictions which may be applicable in any location outside the Hong Kong Special Administrative Region to the operation of an account and/or payment thereunder and/or to the Bank's assets relating thereto.
33. No person other than the customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Rules.

II. Phonebanking Service (applicable to customer who has registered or otherwise utilise the Bank's Phonebanking Service)

1. Definitions

In this Clause, unless the context otherwise requires:

"Authorised Phonebanking Service User" means the person who is authorised by the customer to operate the Primary Account and the Debit Accounts through telephone and shall include the customer.

"Personal Identification Number" or "PIN" means any number, code, mark or credential (including personal identification number, password, or voice print or other biometric credential) that is used by the Bank for verifying the identity of an Authorised Phonebanking Service User for the purpose of providing the Phonebanking Service and handling related matters.

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

"Debit Account" means any account (for the purpose of this definition, including but not limited to the Primary Account) maintained with the Bank for the time being designated for the purpose of making withdrawal of funds in relation to the Phonebanking Service.

"Debit Accountholder" means each customer of a Debit Account, including for the avoidance of doubt the customer.

"Primary Account" shall mean the account under which the customer has registered the Phonebanking Service.

2. Service Scope

The Bank shall from time to time determine or specify the scope and features of the Phonebanking Service and to modify, expand or reduce the same at any time and from time to time with or without notice. Where such notice shall, at the sole discretion of the Bank, be given, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including but without limitation to the use of direct mailing material, advertisement or branch display.

3. Limitations on Liability and Indemnity

The Bank is authorised to act on the instructions of the customer and the Debit Accountholder given by the Authorised Phonebanking Service User by telephone ("telephone instructions"). Each Authorised Phonebanking Service User and Debit Accountholder agrees that:

- a. the Bank is authorised to act on any telephone instructions which the Bank at its sole discretion believes emanated from the Authorised Phonebanking Service User by the use of the Personal Identification Number ("the PIN") assigned to or designated by the Authorised Phonebanking Service User and any number(s) substituted by the Authorised Phonebanking Service User for that purpose and the Bank shall not be liable for acting in good faith from telephone instructions emanated from unauthorized individuals and the Bank shall not be under any duty to verify the identity of the person or persons giving telephone instructions purportedly in the name of the Authorised Phonebanking Service User;
 - b. the Authorised Phonebanking Service User shall undertake to keep the PIN strictly confidential at all times and that shall include, without limitation, not disclosing the PIN to any third party under any circumstances or by any means whether voluntarily or otherwise and not to keep any written record of the PIN in any place or manner. The Authorised Phonebanking Service User shall report to the Bank immediately upon losing the PIN or realising it has fallen into the hands of any unauthorised party;
 - c. the Authorised Phonebanking Service User and each related Debit Accountholder shall ensure that there are sufficient funds or prearranged credit facilities in the Debit Account(s) for the purpose of the telephone or other instructions 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 and/or credit facilities provided always that if the Bank shall at its sole discretion decide to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the Authorised Phonebanking Service User or the Debit Accountholder and the Authorised Phonebanking Service User and each Debit Accountholder shall be responsible for the resulting overdraft, advance or credit thereby created;
 - d. any exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of transaction. Such confirmed exchange rate or interest rate, if accepted by the Authorised Phonebanking Service User through Phonebanking Service, shall be absolutely binding on the Authorised Phonebanking Service User and the Debit Accountholder notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
 - e. the Bank shall not be liable to the Authorised Phonebanking Service User or any Debit Accountholder for any failure to carry out any telephone instructions which are attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Authorised Phonebanking Service User or any Debit Accountholder for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the Authorised Phonebanking Service User's telephone instructions;
 - f. the Authorised Phonebanking Service User and each Debit Account holder shall keep the Bank indemnified at all times against, and to save the Bank harmless from all actions, proceedings and claims which may be brought by or against the Bank, and from all losses and damages which may be suffered or incurred by the Bank, and from all cost and expenses of reasonable amounts and reasonably incurred by the Bank, and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting telephone instructions and acting or failing to act thereon unless due to the willful default of the Bank and such indemnity shall continue notwithstanding the termination of the Primary Account or any other relevant account(s);
 - g. The Authorised Phonebanking Service User's right to give telephone instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of the Bank and that the Bank may at any time revoke such right without prior notice;
 - h. all Authorised Phonebanking Service Users shall be entitled to use the Phonebanking Service singly irrespective of their signing authority under the Primary Account, the Debit Account(s) and the Credit Account(s);
 - i. the customer shall notify the holder of the Credit Account(s) and the Debit Account(s) or such other account(s) not designated as Credit Account(s) but to which the Authorised Phonebanking Service User has transferred money using the Phonebanking Service of the details of the transactions performed pursuant to telephone instructions given by the Authorised Phonebanking Service User. The Bank shall not be responsible to the Authorised Phonebanking Service User or any other person for giving any such notice;
 - j. if there is more than one Authorised Phonebanking Service User then under the provisions herein (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Authorised Phonebanking Service User shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even though any other Authorised Phonebanking Service User or any person intended to be bound hereby is not, and (iv) the Bank shall be entitled to deal separately with an Authorised Phonebanking Service User on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Authorised Phonebanking Service User; and
 - k. the Authorised Phonebanking Service User understands and acknowledges that telephone instructions may not necessarily be processed by the Bank immediately or on the same day of giving of such telephone instructions due to system constraint or the banking procedures of the Bank. The Authorised Phonebanking Service User agrees that the Bank shall not be held responsible to the Authorised Phonebanking Service User or any other person for effecting such telephone instructions at a later time and the Bank's decision as to when to effect the said telephone instructions shall be final and binding on the Authorised Phonebanking Service User.
4. a. The Bank may use the PIN to verify the identity of an Authorised Phonebanking Service User when he uses the Phonebanking Service, gives instructions for any transactions or matters relating to the Phonebanking Service, operates any accounts under the same customer name through the Phonebanking Service, or obtains information. A PIN may be designated by an Authorised Phonebanking Service User or the Bank, or generated from the voice or other biometric data registered by the Authorised Phonebanking Service User with the Bank from time to time.
 - b. The customer shall complete and observe, and shall ensure that each of the other Authorised Phonebanking Service Users completes and observes, the steps and conditions specified by the Bank in order to generate or register his voice print or other biometric credential with the Bank and to use it as a PIN.

III. Term (Time And Call) Deposits

1. Deposits are non-transferable and non-negotiable.
2. Interest is calculated up to but excluding the maturity date. Interest is payable only on the maturity date but, in the case of deposits of 15 months or more, may be paid at agreed intervals.
3. Interest on time deposits is fixed for the entire deposit period. Interest on call deposits will be simple interest accruing from day to day at the call rate specified by the Bank on a daily basis.

4. Where instructions for automatic renewals of a deposit are given, the interest rate applicable to the relevant type of deposit prevailing on the maturity date will be the rate for the renewal. In the absence of renewal instructions, the Bank may specify the rate at which interest on the deposit will be payable by the Bank or the customer after maturity of the deposit.
5. At the request of the depositor, the Bank may at its discretion allow a pre-mature withdrawal of a deposit before the due date. In such an instance, the Bank reserves the right not to pay interest on the deposit. The Bank furthermore reserves the right to recover a handling charge and additional cost (if any) of obtaining funds in the market for the remaining period of deposit, and to recover the loss of the Bank if there is a lack of funds in the market.
6. If a HKD deposit matures on a day on which the Bank is not open to the general public in Hong Kong for business, the deposit shall be payable on the next succeeding day on which the Bank is so open and interest shall be paid up to but excluding that day.
7. If a foreign currency deposit matures on a day on which banks in either the country of the relevant foreign currency or in Hong Kong are not open to the general public for business, the deposit shall be payable on the next succeeding day on which all such banks are so open and interest shall be paid up to but excluding that day.

IV. Remittance Services (applicable to customer who has requested or otherwise utilized the Bank's remittance services)

1. The Bank shall not be liable for any loss or damage due to omission or delay in sending any message relating to this transfer or in payment or in giving advice of payment; loss of items or any message or signals in transit or transmission or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any item, message, signals, letter, telegram or cable, or the actions of omission of our correspondents, sub-agent, other agency or any other party involved in The Clearing House Automated Transfer System (if applicable), or declared or undeclared war; censorship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device, or any act or event beyond the Bank's control.
2. The customer shall be solely responsible for the accuracy and completeness of all information provided and that the Bank shall not be responsible for checking or verifying the same and the Bank shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the customer.
3. The Bank is at liberty to send any message in relation to this application in explicit language, code, cipher or any form of electronic transmission signals and the Bank is not to be liable for any losses caused by or any errors, neglects, or defaults of any correspondents, sub-agent, or other agency.
4. The customer shall have no right to cancel, amend or revoke this application or any terms thereof without the written consent of the Bank.
5. The Bank is entitled to reimbursement from the customer for the expenses incurred by the Bank, its correspondents and agents. Additional overseas charges (including charges levied by the beneficiary bank and/or correspondent banks) may be imposed by some overseas banks. These charges may be deducted from the remit amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the remit amount in full, regardless of the payment instructions provided.
6. The Bank is entitled to receive and retain any benefit in whatever form from a party or parties through whom transaction(s) is/are effected in connection with this application.
7. The customer (and, where applicable, for and on behalf of each of the directors, authorized persons, officers, representatives and members (or partners in the case of a partnership) of the customer (collectively "such individuals")) agrees and acknowledges that the customer's data, the personal data of such individuals and all other details and information relating to this application, this transfer and any transactions or dealings between the customer or such individuals with the Bank may be used, held or processed by the Bank or, where the Bank considers necessary or appropriate, disclosed, transferred (whether within or outside Hong Kong) or exchanged by the Bank to or with any members of the HSBC group, any third party service providers, any correspondent or agent banks or third party financial institutions, any payees or authorities for the purpose of or in connection with this application, this transfer or the provision of remittance services to the customer or for such purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to customers and other individuals from time to time.
8. The Bank reserves the right to determine effecting the transfer either by Clearing House Automated Transfer System (CHATS) (if the Beneficiary Bank is a registered Direct Participant of the local clearing in HKSAR) or by telegraphic transfer.
9. For all remittances of euro to European Union (EU) and European Economic Area (EEA), the customer must provide the beneficiary bank's SWIFT code (BIC) AND the beneficiary's account number in International Bank Account Number (IBAN) format. If this information is not given or is invalid or incorrect, the telegraphic transfer is liable to be rejected, returned and/or delayed, usually with charges imposed. The Bank accepts no responsibility for any loss or damage suffered by any person arising out of such rejection, return and/or delay.
10. If the remittance is in Renminbi or within the ambit of any of the Bank's agreement with the clearing bank or domestic agent bank in relation to any Renminbi services, the customer represents, warrants, undertakes and/or agrees that:
 - a) the remittance fully complies with any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, HKSAR and the People's Republic of China) applicable from time to time (collectively the "Applicable Regulations") (including without limitation any requirements relating to the purposes and eligibility of such remittance);
 - b) notwithstanding any other clauses stated in these terms and conditions for remittance services or otherwise, (i) the Bank reserves the right to introduce additional terms and conditions applicable to remittance services in order to comply with any Applicable Regulations without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons; and (ii) the Bank shall have the right to refuse or at any time decline any remittance or revert any remittance of any sum that has been effected from the account stated in this application from which the remit amount is debited without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons;
 - c) it shall provide the Bank with any documents as the Bank may require; and

- d) Renminbi is subject to exchange rate risk. Fluctuation in the exchange rate of Renminbi may result in losses in the event that Renminbi is subsequently converted into another currency (including Hong Kong Dollars). Exchange controls imposed by the relevant authorities may also adversely affect the applicable exchange rate. Renminbi is currently not freely convertible and conversion of Renminbi through banks in Hong Kong, like other Renminbi services provided by banks in Hong Kong, are subject to certain policy, regulatory requirements and/or restrictions (which are subject to changes from time to time without notice).
11. Applications received by the Bank by the relevant cutoff times as stipulated by the Bank from time to time (the "**Cut-off Times**") may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country of the correspondent and/or destination banks. The remit amount will normally (provided that it is processed by the Bank on the same day) reach the correspondent bank on the debit date as provided in this application (the "Value Date") if this application is received by the Bank before the Cut-off Times. If this application is received by the Bank after the Cut-off Times, the Value Date of the remit amount will normally be the next business day. The Cut-off Times will vary depending on a number of factors including the currency for the remitted sum to be denominated as requested by the customer, the geographical location of the destination of the remittance and/or the funding arrangement requirements of the settlement banks. The Bank reserves the right to vary the Cut-off Times at any time without prior notice. In case of any disputes, the decision of the Bank shall be final. The Cut-off Times of different remit currencies can be found at the Bank's website at www.hangseng.com
 12. The Bank will debit the remit amount from the account designated by the customer and agreed by the Bank ("Debit Account") on the debit date provided in this application, provided that all relevant information for this application has been received by the Bank before the Cut-off Times of the relevant business date. If all relevant information for this application has only been received by the Bank after the Cut-off Times of the relevant business date, the Bank will debit the remit amount from the Debit Account on the next business day of the Bank. Due to any limitation that the debit account has to be debited before the value date, the Bank will not be responsible for any interest expense or loss as a result.
 13. If the debit currency is different from the remit currency, the Bank shall effect a currency exchange transaction at the Bank's prevailing exchange rate at or about the time the remittance application is processed by the Bank on the debit date, unless a currency exchange rate has been pre-arranged and agreed between you and the Bank for a remittance application, in which case the currency exchange transaction will be effected at such rate.
 14. Without prejudice to any provisions in these terms and conditions for remittance services, the Bank reserves the right not to accept or otherwise reject any remittance application with or without giving any reason. The Bank further reserves the right to delay or not to process any remittance application with or without notice for any reason, including but not limited to:
 - a) if the Bank is of the opinion that:
 - (i) the relevant information is not complete or has not been accurately or properly provided or is not sufficiently clear;
 - (ii) there are not sufficient available funds in the Debit Account; or
 - (iii) the processing of the remittance application may breach any applicable laws or regulations; or
 - b) for security reasons (including but not limited to where the fraud prevention or risk control measures or procedures of the Bank which the Bank deems appropriate to adopt cannot be completed, fulfilled or satisfied).

The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any remittance application for any reason.
 15. This application is subject to the charges and at the rates published by the Bank from time to time. For the latest service charges of the Bank, please refer to the Bank's fee and charges table, which can be found at the Bank's website at www.hangseng.com.

V. Demand Draft and Cashier's Order (*applicable to non-personal customer*)

1. Any draft ("Draft") is issued subject to the condition that the Bank shall not be liable for any loss or damage due to any law, decree, regulation, control, restriction or other act of government or governmental agents of the country in which or in the currency of which the draft is drawn.
2. The Bank reserves the absolute discretion not to allow any amendment, stop payment, cancellation or refund of the Draft unless such application is made by the applicant for the issuance of the Draft in person upon production of his/ her proper identification satisfactory to the Bank together with the original of this Receipt and the original of the Draft.
3. In the event of loss of the Draft claimed, the Bank reserves the absolute discretion not to accept any request for stop payment and/or cancellation of the Draft unless subject to such terms and conditions as the Bank may in its absolute discretion determine including but not limited to the making of the application by the applicant for the issuance of the Draft in person and his/her production of his/her proper identification together with such evidence and/or documents (including reporting of loss to the proper authority) reasonably requested by the Bank and the giving of such indemnity and security as the Bank may in its absolute discretion determine.
4. The Bank reserves the right to levy service charges on the issuance or reported loss of the draft.
5. The Bank shall not be under any obligation to notify any person upon receipt of stop-payment request or notice of loss in respect of the Draft.

VI. e-Cheque Services

1. Definitions

- a. The provisions in this Part apply to the Bank's services relating to e-Cheques. This Part supplements and forms part of the Account Rules. The provisions of the Account Rules which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheque Services to the extent that they are relevant and not inconsistent with the provisions in this Part. The provisions of this Part prevail if there is any inconsistency between them and the other provisions of the Account Rules with respect to the e-Cheque Services.
- b. For the purpose of this Part, unless the context otherwise requires:-

"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.

"Customer" means each customer to whom the Bank provides e-Cheque Services and, where the context permits, includes any person authorized by the Customer to sign e-Cheques on behalf of the Customer from time to time.

"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

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

"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), and this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms. 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-Cheque Issuance Services" and **"e-Cheque Deposit Services"** mean the services offered by the Bank to customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and **"e-Cheque Services"** means collectively the e-Cheque Issuance Services and the e-Cheque Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed and/or 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-Cheque Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

2. Nature and scope of e-Cheque Services

- a. The Bank may provide e-Cheque Services at its discretion. If the Bank provides e-Cheque Services to the Customer, the Customer may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheque Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- b. e-Cheque Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 3 below.
- c. e-Cheque Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 4 below.
- d. The Bank may provide e-Cheque Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- e. The Bank has the right to set or vary from time to time the conditions for using the e-Cheque Services. These conditions may include the following (or any of them):
 - i. the service hours of the e-Cheque Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - ii. any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
 - iii. any fees and charges payable by the Customer for the e-Cheque Services.

3. e-Cheque Issuance Services

- a. Format of and steps for issuing an e-Cheque
 - i. The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is 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 the Customer (as payer) and by the Bank (as Payer Bank) with the Bank's 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 the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
 - iv. Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on the Customer's behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.
- b. e-certificate
 - i. The Customer's 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. The Customer's digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.
 - iii. If the Customer chooses to produce the Customer's digital signatures by a general purpose e-certificate, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 3b.i. above.
 - iv. The Bank may provide services relating to the specific usage e-certificate at the Bank's discretion. The Bank's services may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer's behalf. If the Bank provides such services and the Customer chooses to produce the Customer's digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:
 - (I) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on the Customer's behalf as instructed by the Customer from time to time; and
 - (II) 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 the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is 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. The Customer is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate. The Customer is solely responsible for performing the Customer's obligations under those terms and conditions.
- c. Sending e-Cheques to payees
 - i. Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for delivery to the payee itself.
 - ii. The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:
 - (I) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque; and
 - (II) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file.
 - iii. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the Customer to check with the payee whether he has actually received the e-Cheque file.
- 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. The Bank is 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 3a.i. above and Clauses 5a. and 5b. below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.
- 4. e-Cheque Deposit Services**
 - a. The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
 - b. e-Cheque Drop Box Service
 - i. The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
 - ii. In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
 - iii. Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
 - iv. The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
 - c. The Bank's Deposit Channels
The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.
- 5. Handling of e-Cheques, associated risks and the Bank's liabilities**
 - a. Handling of e-Cheques
The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer 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. pays any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
 - ii. collects any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.
 - b. Restriction of the Bank's liability
Without reducing the effect of the provisions of the Existing Terms:
 - i. the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
 - ii. in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (I) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;

- (II) the Customer's failure to comply with the Customer's obligations relating to the e-Cheque Services, including the Customer's obligation to safeguard against issuance of e-Cheques by unauthorized persons;
- (III) presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
- (IV) any failure or delay in providing the e-Cheque Services, or any error or disruption relating to the e-Cheque Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- iii. in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- c. The Customer's confirmation and indemnity
 - i. The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheque Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
 - ii. Without reducing the effect of any indemnity given by the Customer under the Existing Terms or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheque Services or the Customer's use of the e-Cheque Services.
 - iii. The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
 - iv. The above indemnity shall continue to have effect after the termination of the e-Cheque Services.
 - v. The Customer further confirms that by amending its mandate (including but not limited to the Customer's portfolio daily limit, authorisation settings, user profile), these new limit(s) or setting(s) (collectively "Amendments") will only apply to transaction instructions placed subsequent to the Amendments, unless otherwise specified by the Bank in the terms governing the use of any Deposit Channel or in any other terms. In other words, the Bank shall be entitled to treat any forward-dated transaction instruction (such as a post-dated e-cheque) issued prior to the Amendments as having been placed by the Customer pursuant to the mandate effective on the date of placing of the instruction and NOT pursuant to the amended mandate. It means that the Customer's mandate for such forward-dated transaction instructions shall be unaffected by the Amendments. The Customer shall therefore review all the forward-dated instruction(s) and ensure that it still intends to place such instructions, notwithstanding any amendment to its mandate. If the Customer does not intend any forward-dated instructions to be implemented because of any Amendments, the Customer shall review, amend or cancel (as the case may be) such instructions before the date fixed for their implementation. Notwithstanding the above, the Bank reserves the right to pay or cancel any payment instruction at its sole discretion. If the Bank chooses to cancel the payment, a service fee may be levied.

VII - Treat Customer Fairly Charter

The sales staff of the Bank, its subsidiaries, affiliates or authorized sales agent may receive commission and/or performance incentives for selling the products or services offered / distributed by the Bank. The current sales staff and authorized sales agent remuneration policy (including basic salary and performance incentive) of the Bank would take into account various aspects of the staff/authorized sales agent's performance but not solely on the sales amount. This remuneration policy is applicable to the Bank selling any products or services.

VIII. Hang Seng Card *(applicable to customer who is issued with a Hang Seng Card)*

The customer should read and understand this Part prior to using the Card. In the event of any inconsistency between the provisions in this Part VIII and any other provisions in these Rules, the provisions in this Part VIII will prevail insofar as the Card is concerned.

1. The Card is and shall at all times remain the property of the Bank and subject to the Bank's cancellation or withdrawal at any time without giving the customer any prior notice and reason. The customer shall surrender the Card to the Bank immediately upon the Bank's demand.
2. The facilities made available by the Bank with the use of the Card include, without limitation, automated teller machines ("ATMs") installed and operated by the Bank ("Bank ATMs"), such other ATMs installed and operated by such other banks or entities inside and outside Hong Kong and such point of sale terminals as the Bank may in its sole and absolute discretion from time to time announce. The Bank reserves the right at any time hereafter to add or withdraw in its sole and absolute discretion any of the facilities available to the Card without giving any prior notice and reasons.
3. The holder(s) of any relevant account ("Account Holders") request and authorise the Bank to use the personal identification number of the Card ("Card PIN") to verify the identity of the customer when the customer uses the facilities made available by the Bank with the use of the Card. The Card PIN may be designated by the customer or the Bank from time to time.
4. The Card is not transferable and shall only be used exclusively by the customer.
5. The customer shall act in good faith, exercise reasonable care and diligence in keeping the Card PIN of the Card in secrecy. At no time and under no circumstances shall the customer disclose the secret Card PIN or transfer the Card to any person or permit their use by any person.
6. The customer shall be responsible for any accidental or unauthorised disclosure of the Card PIN to any person and shall bear the risks of the Card PIN being used by unauthorised persons or for unauthorised purposes.
7. (a) Upon notice or suspicion of the Card PIN being disclosed to any unauthorised person, or any unauthorised transaction being effected, or any loss or theft of the Card and/or the Card PIN, the customer shall notify the Bank as soon as reasonably practicable at the Bank's registered office as the Bank may from time to time notify or by telephone at such telephone numbers as the Bank may from time to time prescribe (which the Bank may ask the customer to confirm in writing any details given) and the customer shall change the Card PIN as soon as possible. Notwithstanding the foregoing, all withdrawals, transfers and/or transactions involving the use of the Card and/or the Card PIN by any person whether or not authorised by the Account Holders or any of them prior to the Bank's actual receipt of any notice referred to in this Clause 7(a) shall be conclusively binding on Account Holders. If any replacement card is issued, the Bank is entitled to charge a fee therefor and debit it from the account.

- (b) If the customer notifies the Bank of loss, theft, disclosure or unauthorised use of the Card or the Card PIN in accordance with Clause 7(a), the maximum liability of the Account Holders for unauthorised transactions shall be confined to HKD500 per Card before the Bank's actual receipt of such notice, except that the maximum liability shall not apply (and the Account Holders will be liable for the full amount) in the cases below:
- (i) if the customer has knowingly (whether or not voluntarily) permitted any other person to use the Card and/or the Card PIN;
 - (ii) if the customer has acted fraudulently or with gross negligence in using or safeguarding the Card and/or the Card PIN. Failure of the customer to follow any of the security measures recommended by the Bank from time to time regarding the use or safekeeping of the Card and/or the Card PIN may be treated as gross negligence; or
 - (iii) any cash advance drawn by using the Card and/or the Card PIN.
8. The Card shall only be used for withdrawal or transfer if there are sufficient funds or available overdraft facility in the account. If the withdrawal or transfer is made without sufficient fund, the Account Holders shall repay to the Bank on demand the sum representing the amount of such withdrawal or transfer together with interest thereon at the rate chargeable by the Bank on overdraft accounts with the Bank with monthly rests.
9. (a) The Bank shall not be responsible for any failure, breakdown or malfunction of all or any of the facilities available to the Card and for any failure to perform any of the obligations hereunder for any reasons whatsoever that is beyond the Bank's reasonable control.
- (b) Without prejudice to the generality of the foregoing, the Bank's liability in respect of any loss or damage incurred or suffered by the Account Holders or any of them as a result of negligence or wilful default of the Bank shall be limited to twice the value of the relevant withdrawal, transfer or transaction involving the use of the Card and/or the Card PIN.
10. The Bank's records in relation to any withdrawal, transfer and/or transaction involving the use of the Card and/or the Card PIN shall in all respects be conclusive against and binding on the Account Holders unless and until the contrary is established.
11. The Account Holders hereby irrevocably authorise the Bank to debit the account the amount of any withdrawal, transfer and/or transaction involving the use of the Card and/or the Card PIN as revealed from the record of the Bank. For any withdrawal, transfer or transaction carried out in any currency other than Hong Kong currency, the Bank shall have complete discretion to convert such foreign currency by any lawful means at the Bank's disposal and at the Bank's rate of exchange (as conclusively determined by the Bank) prevailing on the day of the withdrawal, transfer or transaction without reference to or consent from the Account Holders.
12. Unless otherwise announced by the Bank, cash and/or cheques may be deposited with the Bank by the use of the Card at the Bank ATMs only and in connection with such deposit(s), where the following shall apply:-
- (a) any cash and/or cheque so deposited shall not be treated as having been received by the Bank until after the Bank's verification thereof which may not take place on the same day of deposit. Until such verification, the Bank is entitled not to credit the amount to the account and before the amount is credited into the account the amount is not available for the use of the Account Holders;
 - (b) the advice issued by the Bank ATMs in respect of the acceptance of any such deposit(s) represents only what the customer has purported to have deposited with the Bank by the use of the Card and shall in no way bind the Bank as to its correctness;
 - (c) (i) such cash deposit(s) shall only be treated as having been received by the Bank upon the Bank's duly crediting the same into the account; and
(ii) such cheque deposit(s) shall only be treated as having been received by the Bank upon the Bank's duly crediting the same into the account subject to the said cheque(s) being duly honoured and paid; and
 - (d) the Account Holders hereby further agree to indemnify the Bank and keep the Bank fully indemnified from any suits, actions, losses, claims, damages and demands which may be suffered or incurred by the Bank arising from or relating to the customer's making such deposit(s) with the Bank by using the Card, except where such suit, action, loss, claim, damages or demand is direct and reasonably foreseeable arising directly and solely from the negligence or wilful default of the Bank.
13. The Bank shall have the right to disclose, in strict confidence, to the other banks and/or entities such information concerning the account, as may be necessary or required for the processing of any withdrawal, transfer and/or transaction from or to the account by the use of the Card.
14. The Bank shall not be liable for the refusal of any merchant to accept or honour the Card for goods and/or services supplied to the customer nor shall the Bank be responsible in any way for the goods and/or services supplied by any merchant. Any complaints by the customer relating to any merchant must be resolved by him with such merchant and no such claim may be the subject to a set-off or counter-claim by the customer against the Bank.
15. The Bank may at any time and without prior notice to or consent from the Account Holders or any one or more of them set-off or transfer any monies standing to the credit of the bank accounts of the Account Holders or any one or more of them of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) towards discharge of all sums due to the Bank under this Part or arising out of the use of the Card. In the case of a joint account, the Bank may exercise the rights in this Clause 15 and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
16. The Bank shall be entitled to revise the provisions under this Part and/or introduce additional provisions at any time and from time to time. Any revision and/or addition shall become effective subject to the Bank giving notice according to regulatory requirements, and shall be binding on the Account Holders if any of the Account Holders continues to use the Card after the effective date thereof. The notice may be given by display, advertisement or other means as the Bank thinks fit.
17. If the Account Holders shall consist of more than one person, this Part VIII shall be binding on them jointly and severally and unless the context otherwise requires or permits, words herein denoting the singular shall include the plural and any notice served pursuant to these terms and conditions shall be deemed to have been sufficient service on the Account Holders if served on any one of them.
18. The Bank may appoint any person as third party agency (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Account Holders to the Bank and the Account Holders shall be responsible for all costs and expenses of reasonable amounts and reasonably incurred by the Bank for that purpose on each occasion.

Hang Seng Bank Limited

(The English version of this Account Rules—General shall prevail where there is a discrepancy between the English and the Chinese version.)

APPENDIX 1

The following terms supplement Clause 29 and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in Clause 29 of these Rules.

Use of Customer Information Other Than Personal Data

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

- (1) considering applications for Services;
- (2) approving, managing, administering or effecting Services or any transaction that the customer requests or authorises;
- (3) meeting Compliance Obligations;
- (4) conducting Financial Crime Risk Management Activity;
- (5) collecting any amounts due from the customer and from those providing guarantee or security for the customer's obligations;
- (6) conducting credit checks and obtaining or providing credit references;
- (7) enforcing or defending the Bank's or a member of the HSBC Group's rights;
- (8) meeting the internal operational requirements of the Bank or the HSBC Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (9) creating and maintaining the Bank's credit and risk related models;
- (10) ensuring the ongoing credit worthiness of the customer and of those providing guarantee or security for the customer's obligations;
- (11) marketing, designing, improving or promoting Services or related products to the customer (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (12) determining the amount of indebtedness owed to or by the customer and by those providing guarantee or security for the customer's obligations;
- (13) complying with any obligations, requirements or arrangements that the Bank or any branch of the Bank or any member of the HSBC Group 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;
- (14) 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;
- (15) meeting any obligations, demand or request from Authorities;
- (16) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (17) maintaining the Bank's or HSBC Group's overall relationship with the customer; and
- (18) any purposes relating or incidental to any of the above.

Sharing and Transfer of Customer Information Other Than Personal Data

The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Customer Information (other than Personal Data) to all such persons as the Bank may consider necessary (wherever located) including without limitation:

- (a) any member of the HSBC Group;
- (b) 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);
- (c) any Authorities;
- (d) anyone acting on behalf of the customer, payment recipients, beneficiaries, 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 the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group for the customer);
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (g) any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the HSBC Group;
- (h) any third party fund manager providing the Customer with asset management services; and
- (i) any introducing broker to whom the Bank provides introductions or referrals.

戶口章則

I. 一般章則 (適用於各類戶口)

1. 凡涉及戶口之開立，運作及結清，客戶均須填具及簽署本行要求之文件，並願接受該等文件之有關條款約束。客戶並須在本行要求時，提供有關文件予本行參考。
2. 本行有權釐訂：
 - i. 戶口開立，運作及結算之最高及最低存款額或結餘；
 - ii. 任何利息支取，不管是正或是負利息，任何戶口或存款所需之最低結存或款項以致本行或客戶需要支付利息，及利息支取之條款；
 - iii. 戶口運作所需之收費及佣金(包括及不限於根據第 14 項條文已轉入本行待領款項戶口內之待領結餘)；及
 - iv. 有期存款戶口之存款期。
3. 所有獲接納存入戶口之滙入滙款、支票及其他金融票據，雖已入賬，但仍須待收妥後方為作實。本行有權在該等滙款、支票及金融票據過戶後，始將所得款項供客戶使用。如遇退票及最終未能收到滙款，本行保留在戶口照數扣回之權利。
4. 客戶之往來存款戶口若無足夠存款兌現開出之支票，則本行有權接受或拒付該支票。若本行同意提供透支，則客戶必須於本行要求時如期歸還所透支之款項及有關利息。
- 5a. 除港幣或美元往來存款戶口外，客戶只能根據本行規定之指示方式提款而不能利用支票或其他金融票據辦理。
- b. 有關經由香港特別行政區美元結算系統交收或結算的美元銀行交易賬項，客戶均須：
 - I. 確認美元結算系統會依據美元交換所規則及其中提及的美元操作程序運作；及
 - II. 同意香港金融管理局毋須對客戶或任何人士由於下列原因直接或間接引致的任何索償、損失、損害或開支(包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應引致的損失)(即使香港金融管理局已知或理應知道其可能存在)負上任何義務或承擔任何法律責任：-
 - i. 香港金融管理局(在出於真誠的情況下)或美元結算系統的結算機構、香港銀行同業結算有限公司、或任何美元交換所成員在管理、運作或使用(包括但不限於已被終止及/或暫停結算機構、美元交換設施或任何該等成員)美元交換所或美元交換設施或其中任何部份時所作出或沒有作出的任何事情；
 - ii. 在不違反上述(i)點的情況下，任何有關或根據美元交換所規則及其中提及的美元操作程序所發出的通告、通知書或批准。
- c. 客戶同意：
 - I. 由客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司(視屬何情況而定)可銷毀該等支票；及
 - II. 本行獲授權按照(I)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。
6. 除獲得客戶簽署作實外，本行將不接受經過更改之金融票據。
- 7a. 除非本行另有修訂，支票可於各分行兌現(無論提款人是否客戶本人)。
- b. 美元往來存款戶口提取現金須預早七天通知及須在有關的貨幣有足夠供應時方能辦理。
- 8a. 滙入滙款(不論為港幣或其他貨幣)或不於同日進誌戶口。倘有關之付款通知書未能於本行不時訂明之有關截數時間前送達本行，則在滙入滙款實際進誌戶口之前，有關款項將不獲計算利息。
- b. 除非銀行另有列明，否則利息(不管是正或是負利息)會以本行不時訂定之利率計算，並以每日計息。戶口應得或支付之利息(不足伍仙之零頭捨去，超過伍仙之零頭按五仙計)將依照本行規定或本行與客戶議定之期間存入或從戶口支取。戶口結清當日之存款將不會產生利息。
9. 本行有權決定可開立之外幣存款戶口類別，及該等外幣存款戶口之付款方式。本行並有權以非開立戶口之貨幣付款。若然，則滙率會以本行當時所釐訂者為準。
10. 對於任何取消或撤銷付款指示之要求，本行有權根據規定而酌情決定是否接納。
11. 倘本行為戶口發給存摺，除非得到本行同意，客戶在提款時必須出示該存摺。由於可能有存款或支賬項目尚未補誌於存摺內，故存摺祇可供客戶作參考，而不一定顯示最趨時的戶口結餘。客戶應不時將存摺送交本行或利用本行提供之「打簿快」機，補誌利息或未紀錄之賬項資料。如未紀錄之賬項累積達到本行不時訂定的數量，此等賬項將會合併作為一柱紀錄列出，其中個別之賬項細節將不會補誌於存摺內。客戶可以書面要求本行發出及提出列明某段期間內每項未紀錄賬項之綜合結單副本，惟須繳付由本行釐定之手續費。
12. 任何人士倘能出示由客戶簽署，蓋章之提款單，本行照付有關款項。若因此招致客戶或其他人士損失，本行概不負責。
- 13a. 本行保留權利，在適用規例規定或有合理理由時，毋須給予任何通知及原因，隨時暫停或終止任何戶口的運作。
- b. 在不影響上述條文下，本行有權於以下情況毋須通知客戶而即時結束任何戶口：
 - i. 因適用規例有任何修改而令維持或運作該戶口被禁止或變成非法；
 - ii. 若本行合理地認為客戶嚴重違反或拒絕履行本章則之任何責任；或
 - iii. 根據本行之賬目及記錄，任何戶口於連續六個月或本行合理規定之較短期間，結餘均為零。
- c. 儘管戶口遭暫停或終止及客戶要求提取現金或資產，本行仍有權完成在此之前客戶進行或本行代客戶進行之交易或結算客戶在本章則下之債務。此外，本行有權於暫停或終止戶口時，自行酌情取消所有或任何未完成之指示。
- d. 即使在本章則條款中有任何條款與此條款有相反的規定，無論是否有原因，本行將保留權利可預先通知而終止任何戶口(在特別情況下，本行或會自行終止戶口而無須預先通知)。
- e. 在本條內，「適用規例」指任何監管機構、政府機關、交易所或專業團體不時頒佈之任何適用法律、規例或法令、或任何規則、指示、指引、守則、通知或限制(不論是否具有法律效力)。
14. 凡結清戶口之待領結餘，將轉入本行之待領款項戶口內。

15. 本行可根據其合理訂明之條款(包括任何風險披露聲明),不時指定可用以向本行送遞或傳送指示之任何附加途徑或媒介。本行根據有關指示而提供之服務,無論對客戶本身或其他報稱為客戶之人士,均屬不可撤銷並具約束力。本行並無責任核對有關人士之身份或證實其是否有權向本行發出指示,並無責任查核有關指示之真確性。倘戶口乃由一名或以上之人士開立,本行獲授權可根據其中任何一名人士發出而以本行不時指定之任何途徑或媒介送遞或傳送之指示行事。儘管其中任何戶口持有人並不使用該等途徑或媒介,該等指示及本行就有關送遞或傳送之途徑或媒介而合理訂明之任何條款,在各方面而言均對所有戶口持有人具約束力。
16. 本行有權按照一般業務慣例及程序,只接受客戶之可行及合理指示。為避免引致疑慮,本行已獲授權參予任何監管銀行業務之組織及其他提供銀行中央票據交換、結算及相關服務之系統,並遵守其規章及條例。
17. 本行會每月向客戶提供戶口結單,惟以下者除外:
- 以存摺或其他紀錄形式進行之交易;
 - 結單期內戶口全無收支;或
 - 獲得客戶同意。
- 18a. 如「客戶」或「客戶」的股東(無論直接或間接、法定或實益擁有)是在允許發行不記名股票的國家註冊的公司,「客戶」確認及保證其自身或股東均沒有發行任何不記名股票,並進一步承諾其自身或股東並不得在未經「本行」書面同意前發行任何不記名股票或轉換其股票或其股東的股票(視乎情況而定)至不記名形式。
- b. 客戶同意審核本行提供的每份通知書、買賣單據、收據、戶口結單,包括綜合戶口結單,或證券戶口組合結單(統稱「戶口結單」)並檢查有否錯漏、偏差、未經授權扣款或因任何原因而引致的交易或入賬,包括但不限於偽造、冒簽、詐騙、未經授權交易或客戶或其他人士的疏忽等(統稱「錯失」)。
- 客戶亦同意戶口結單是本行與客戶之間就其戶口結餘的確實證明,而戶口結單將對客戶具有約束力,並將視為客戶已同意放棄任何就戶口結單而向本行提出反對或追討賠償的權利,除非客戶在:
- 專人向其送遞該戶口結單(如以專人送遞方式發送);或
 - 本行寄出戶口結單(如以郵寄方式發送);或
 - 本行以電郵方式發出戶口結單(如以電郵方式發送);或
 - 本行透過互聯網將戶口結單存放於客戶的恒生個人e-Banking內(如透過互聯網提供);或
 - 本行透過互聯網將戶口結單存放於客戶的恒生商業e-Banking內(如透過互聯網提供);或
 - 本行透過互聯網將戶口結單存放於客戶的恒生HSBCnet內(如透過互聯網提供)
- 之後的90天內,以書面通知本行任何錯失。
19. 除非事前得本行以書面同意,否則客戶不能就任何戶口結餘設定任何債權。
20. 倘客戶欠下本行債務,則無論數額多少,屬實際債務或可能引致之債務,亦不論是客戶個人虧欠或與他人共同虧欠,本行均可隨時在不事前通知客戶之情況下,以任何貨幣記錄於客戶之戶口內,而該戶口不論是以客戶個人名義或與他人聯名開立,均用以償還上述債務。如屬聯名戶口,本行可行使本條文賦予之權利,將該等聯名戶口內之任何結餘款項,用以抵銷該等聯名戶口之其中一名或多名戶口持有人虧欠本行之款項。
21. 本行有權行使留置權,將客戶留置本行保管或控制之所有財產,不論其是否屬銀行正常業務運作下委託本行監管者或為其他之目的。同時本行亦有權出售該等財產,以清償客戶虧欠本行之債務。
22. 除因本行或本行職員或僱員之疏忽或過失外,如按照客戶指示進行之交易招致客戶任何損失,本行概不負責。
23. 除因本行或本行職員或僱員之疏忽或過失外,客戶保證承擔賠償本行及本行職員及僱員因以客戶名義進行交易而可能招致之任何債務或索償(包括任何合理地產生之合理支出)。
24. 本行可隨時及不時修改本章則及/或增補新條文。任何對於本章則、任何本章則下指定的項目及任何其他資料的修訂及/或補充,一經本行按監管要求作出通知即屬生效。如客戶於生效日期後仍在本行維持戶口,該等修訂及/或補充即對客戶具有約束力。該等通知可以展示、廣告或其他本行認為恰當之形式發出。
25. 本行可委任任何人士任其代理人,以代表本行向客戶收取任何或全部欠款。本行因此而涉及所有之合理支出及費用,概由客戶負責。
26. 客戶明確地授權本行可以(但沒有責任)用錄音或其他方式將客戶以口頭向本行發出之指示及其他客戶給與本行所有之口頭通訊予以紀錄。該等指示及通訊乃與任何戶口及/或與任何由本行不時提供之服務有關,包括但不限於以電話發出之通訊(統稱「口頭通訊」)。客戶明確同意如於任何時間就任何「口頭通訊」之內容出現爭議,該等「口頭通訊」之錄音或其他形式之紀錄或由本行一名高級職員簽署核證真實之有關紀錄謄本,足以作為本行與客戶就該等「口頭通訊」內容及性質之最終證據。除非相反之證明成立,否則此等將作為該等爭議之證明。如本行有合理之理由,則可以保留拒絕執行任何「口頭通訊」之權利。此外,本行保留延遲執行任何「口頭通訊」之權利,本行亦可於認為恰當時,要求取得該「口頭通訊」之進一步資料。
27. 凡本行依照客戶最新登記地址寄出之信件,若屬本地信件,會於寄出後48小時後視為已寄達客戶;倘屬外地者,將視為客戶可於七天內收到。所有經郵遞寄發予客戶或其授權代表之郵件,箇中風險概由客戶承擔。
28. 凡本行與客戶就任何交易有任何特別協議,倘該等協議與本章則有抵觸之處,概以該協議為準。
29. 收集及披露客戶資料
- a. **定義**
- 出現於本第 29 條的詞語有本章則所載或下列涵義。本章則所載一個詞語的涵義與下列涵義如有任何衝突,下列涵義於本第 29 條內適用。
- 「**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**」指滙豐集團要符合下列各項的責任:(a)任何法律或國際指引及內部政策或程序,(b)權力機關的任何要求或法律下申報、披露或其他責任,及(c)要求滙豐集團核實其客戶身分的法律。
- 「**關連人士**」指客戶以外的人士或實體,而其資料(包括個人資料或稅務資料)由客戶(或代表客戶)向任何滙豐集團成員提供或任何滙豐集團成員因其其他與提供服務有關的原因獲得。**關連人士**可包括(但不限於)任何保證人或提供第三方抵押的人士、公司的成員、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」、基金投資者、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、客戶的代表、代理或代名人,或與客戶建立了關係的任何其他人士或實體,而該關係關乎客戶及滙豐集團的關係。

「**控制人**」指控制實體的個別人士。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。就非信託實體而言，指處於相等或類似控制位置的人士。

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

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或違反，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。

「**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、聯營實體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。

「**法律**」包括任何本地或外地法律、規例、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**」指任何與一名個別人士有關的資料而從該等資料可確定該名個別人士的身分。

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

「**主要擁有人**」指直接或間接地享有一個實體多於 10% 的利潤或權益的任何個別人士。

「**稅務機關**」指香港或外地稅務、稅收或金融機關。

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

「**稅務資料**」指關於客戶稅務狀況或任何擁有人、「控制人」、「主要擁有人」、實益擁有人或關連人士稅務狀況的文件或資料。

「**稅務資料**」包括(但不限於)關於下列的資料：稅收居民身分及／或組織所在地(如適用)、稅務居籍、稅務識別號碼、稅務證明表格、某些個人資料(包括姓名、住址、年齡、出生日期、出生地點、國籍、公民身分)。

凡提及單數則包括複數，反之亦然。

b. 收集、使用及分享客戶資料

本第 29(b)條解釋本行如何使用關於客戶及關連人士的資料。適用於客戶及其他個別人士的致各客戶及其他個別人士關於個人資料(私隱)條例的通知(「**個人資料收集聲明**」)亦包含有關本行及滙豐集團如何使用該等資料的重要信息。客戶應一併閱讀本條款及個人資料收集聲明。本行及滙豐集團成員可按本第 29 條及個人資料收集聲明使用客戶資料。

客戶資料不會披露予任何人士(包括其他滙豐集團成員)，除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；
- 本行因正當的商業用途需要披露；
- 獲資料當事人同意作出披露；
- 按本第29條或個人資料收集聲明所載作出披露。

收集

- i. 本行及其他滙豐集團成員可收集、使用及分享客戶資料。本行或滙豐集團成員代表可要求提供客戶資料。客戶資料可直接從客戶或關連人士、或從代表客戶或關連人士的人士或其他來源(包括公開資料)收集，亦可與本行或任何滙豐集團成員可獲取的其他資料產生或組合。

使用

- ii. 本行及滙豐集團成員可就下列用途使用、轉移及披露客戶資料：(1)附錄1(適用於非個人資料的客戶資料)列出的用途，(2)個人資料收集聲明(適用於個人資料)列出的用途，及(3)把客戶資料與本行或滙豐集團為任何用途而持有的任何資料進行核對，不論是否有意對客戶採取任何不利行動((1)至(3)統稱「用途」)。

分享

- iii. 如為用途而需要及適當的，本行可向下列人士轉移及披露任何客戶資料：(1)個人資料收集聲明列出的接收者，而該等接收者亦可為用途而使用、轉移及披露該等資料及(2)附錄1(適用於非個人資料的客戶資料)列出的接收者。

客戶的責任

- iv. 客戶同意提供客戶資料，及不時提供予本行或滙豐集團成員的客戶資料如有任何變更，客戶同意從速(在任何情況下於30天內)以書面通知本行。客戶亦同意從速回覆本行或滙豐集團成員就提供客戶資料的任何要求。就非個人客戶而言，客戶進一步承諾就董事、股東、合夥人、控制人、法律地位或章程文件的任何更改(以本行不時指定或認可的方式)通知本行。
- v. 客戶確認其資料(包括個人資料或稅務資料)已被或會被提供予本行或滙豐集團成員的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)其資料按本行不時修改或補充的本第 29 條、附錄 1 及個人資料收集聲明所載處理、披露及轉移。客戶須知會任何該等關連人士他們有權查閱及改正其個人資料。
- vi. 客戶同意本行按本章則所述使用、儲存、披露、處理及轉移所有客戶資料，並會作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。如客戶未能或未有在任何方面遵守本第 29(b)(v)及 29(b)(vi)條列出的責任，客戶同意從速以書面通知本行。
- vii. 如：
 - 客戶或任何關連人士未有按本行合理的要求從速提供客戶資料，或
 - 客戶或任何關連人士拒絕給予或撤回任何本行為用途(不包括向客戶促銷或推廣產品及服務有關的用途)而處理、轉移或披露客戶資料所需的任何同意，或
 - 本行或滙豐集團成員就金融罪行或相關風險產生懷疑，本行可能：
 - A. 未能向客戶提供新服務或繼續提供全部或部分服務，並保留終止本行與客戶關係的權利；
 - B. 作出所需行動讓本行或滙豐集團成員符合合規責任；及
 - C. 若本地法律許可，封鎖、轉移或結清客戶的戶口。

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

c. 金融罪行風險管理活動

- i. 金融罪行風險管理活動包括但不限於：(A)審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何客戶或替客戶收取或支付的款項；(B)調查款項的來源或預定收款人；(C)組合客戶資料和滙豐集團持有的其他相關資料；及(D)對個人或實體的狀況作進一步查詢（不論其是否受制裁制度約束），或確認客戶或關連人士的身分及狀況。
- ii. 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款項、處理客戶的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對客戶或任何第三方就完全或部分跟進行金融罪行風險管理活動相關而蒙受或招致的任何損失(不論損失以任何方式產生)，本行及任何滙豐集團成員均無需向客戶或第三方負責。

d. 稅務合規

客戶及各關連人士以彼等的關連人士身分（而非彼等的個人身分），承諾客戶自行負責了解及遵從其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而在所有司法管轄區引起的稅務責任（包括但不限於繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。各關連人士亦以彼等的關連人士身分（而非彼等的個人身分）為彼等的自身作出相同承諾。某些國家的稅務法例具跨領域效用，不論客戶或關連人士的居籍、住處、公民身分或成立所在地。本行及任何滙豐集團成員均不提供稅務意見。本行建議客戶尋求獨立法律及稅務意見。客戶在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用戶口、及本行或滙豐集團成員提供的服務的稅務責任，本行及任何滙豐集團成員均無需負責。

e. 雜項

- i. 本第 29 條與客戶與本行之間的規管任何其他服務、產品、業務關係、戶口或協議的條文如有任何衝突或不一致，概以本第 29 條為準。
- ii. 本第 29 條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本第 29 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。

f. 終止後繼續有效

即使客戶、或本行或滙豐集團成員終止對客戶提供任何服務或客戶的任何戶口結清，本第 29 條繼續有效。

30. 除另有指明外，在本章則內「客戶」指以其名義開立戶口之人士或各名人士（不論個人、法團、全東商號、合夥組織、法定團體或機構、其他一人以上之團體或社團性質之組織）。如屬全東商號，乃指獨資經營者；如屬合夥組織，乃指每名目前或將來之合夥人；如屬法團，則包括其合法承繼人；如屬個人、全東商號或合夥組織，則包括個人、獨資經營者或每名合夥人之任何遺產代理人及合法承繼人；及在所有情況下如文義允許，亦包括任何授權人士或簽署人或代表。客戶及客戶之承繼人、准許受讓人及遺產代理人在可適用的範圍內均受本章則約束。除非本行事先書面同意，客戶不得將其權利或義務轉讓或轉移至任何人士。
31. 本行有權毋須預先通知客戶，接受及保留並供本行自行運用及受惠因提供服務予客戶所產生之任何利潤、回扣、經紀費、佣金、收費、利益、折扣或其他益處。
32. 本章則、本行與客戶之賬戶關係，以及本行須支付存戶名下之所有結存之責任，均受香港特別行政區法律管轄。若戶口設在海外，則戶口之運作及提款方式，將視該地法律對存款運作或提款法例而定。若本行因遵守外地對存款運作或提款之法例、守則、政府規定或限制，而導致任何損失、稅項及支出等，本行概不負責。
33. 除客戶及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本章則的任何條文，或享有本章則的任何條文下的利益。

II. 電話理財服務 (適用於已登記或使用本行電話理財服務的客戶)

1. 定義

除非文義另有所指，否則下列詞語在本條款內的意義如下：

「電話理財服務的指定使用人」指客戶授權透過電話運作基本戶口及支賬戶口的指定使用人，亦包括客戶。

「私人密碼」指為提供電話理財服務及處理有關事宜，本行用以識別電話理財服務的指定使用人的任何號碼、代碼、標記或證明資料（包括個人識別號碼、密碼、聲紋檔案或其他生物辨識資料）。

「入賬戶口」指在本行開立而指定用以收取透過電話理財服務所存入的款項的戶口(就本定義所指的意思而言，包括但不限於基本戶口)。

「支賬戶口」指在本行開立而指定用以透過電話理財服務提取款項的戶口(就本定義所指的意思而言，包括但不限於基本戶口)。

「支賬戶口持有人」指支賬戶口的每名客戶，為免存疑，亦包括客戶。

「基本戶口」指客戶戶口用以登記電話理財服務的戶口。

2. 服務範圍

本行將不時修訂電話理財服務的範圍及細節，並可隨時及不時更改或增減有關服務而毋須事先通知。如本行認為有必要發出通知，通知形式及途徑將由本行全權決定，包括但不限於直接郵遞、廣告或於分行內張貼通告。

3. 責任與賠償規限

本行獲授權按電話理財服務的指定使用人的電話指示(「電話指示」)提供服務，每名電話理財服務的指定使用人及支賬戶口持有人同意：

- a. 本行獲授權可自行決定按相信乃是由電話理財服務的指定使用人利用自選或本行指定給電話理財服務的指定使用人的私人密碼以及電話理財服務的指定使用人為目的更改的任何號碼(「私人密碼」)發出的電話指示而辦事，對於本行憑誠信而按未經授權人士的電話指示辦事，本行將毋須負任何責任。此外，對於報稱以電話理財服務的指定使用人名義而發出電話指示的人士的身分，本行亦無責任進行鑑別；
- b. 電話理財服務的指定使用人在任何時候均應負責將私人密碼嚴格保密，包括但不限於，在任何情況下或以任何方式，無論自願與否，均不得向第三者透露，及不得將私人密碼的書面紀錄存放於任何地方或作任何方式處理。如遺失私人密碼或發覺私人密碼已落在未經授權人士之手，電話理財服務的指定使用人應立即通知本行；

- c. 電話理財服務的指定使用人及每名有關的支賬戶口持有人應確保其支賬戶口內已有足夠款項或已有預先安排的信用貸款以進行其電話指示或其他指示，如因款項不足及/或信用貸款不足以致無法執行該指示，本行對於因此而引起的一切後果，概不負責。如本行於款項/信用貸款不足但仍決定執行該指示者，本行可在事前未經電話理財服務的指定使用人或支賬戶口持有人批准或於未通知該等人士的情況下，依然按該指示辦事，惟電話理財服務的指定使用人及每名支賬戶口持有人得負責由此而引起的透支、墊支或信貸；
- d. 凡本行根據電話指示而作出的任何匯率或利率報價，均屬參考性質，除非本行確認該報價乃作為交易用途，否則本行毋須按該報價交易。如使用電話理財服務的指定使用人接納該確認匯率或利率，則須按該確認報價交易；儘管本行可能在同一時間透過其他途徑作出不同的匯率或利率報價，電話理財服務的指定使用人及支賬戶口持有人亦不能要求按其他報價交易；
- e. 對於無論全部或部分在本行無法控制的情況，包括儀器失靈或故障而導致本行不能執行電話理財服務的指定使用人的電話指示，本行概不負責。無論在任何情況下，電話理財服務的指定使用人或任何支賬戶口持有人因本行執行或未有執行其電話指示而引致或與此有關的任何間接損失或因此而引起的損失，本行亦概不負責；
- f. 除因本行故意失責外，就因或有關由本行提出或對本行提出的所有法律行動、訴訟及索償，及本行可能蒙受或招致的所有損失及損毀，及本行合理地招致而金額合理的所有成本及開支，無論此等行為是直接或間接源自或關乎本行的接納電話指示及執行或未有執行電話指示，電話理財服務的指定使用人及每名支賬戶口持有人須負責隨時對本行作出彌償及付還。此等責任在基本戶口或任何其他有關的戶口終止後仍然生效；
- g. 電話理財服務的指定使用人按本條款發出電話指示的權利，無論何時均視本行的決定而定，本行並可隨時撤銷此項權利而毋須事先通知電話理財服務的指定使用人；
- h. 所有電話理財服務的指定使用人均獲授權可獨立使用電話理財服務，而毋須理會主戶口、支款戶口及受款戶口所規定的簽署安排；
- i. 戶口持有人應將本行根據電話理財服務的指定使用人的電話指示執行的交易詳情通知入賬戶口及支賬戶口或非登記入賬戶口的持有人。本行將不負責代電話理財服務的指定使用人或任何其他人士發出此等通知；
- j. 電話理財服務的指定使用人如超過一人，按本文所載條款規定：(i)每名電話理財服務的指定使用人的債務及責任均屬共同及個別承擔；(ii)有關電話理財服務的指定使用人的提述，按文義所需，應視為對每名電話理財服務指定使用人的提述，(iii)每名電話理財服務的指定使用人均受約束，不管任何擬受本條款約束的電話理財服務的指定使用人或人士不受約束；(iv)本行有權與個別電話理財服務的指定使用人獨立處理任何事宜，包括任何程度上的債務解除，而不影響其他電話理財服務的指定使用人的債務；及
- k. 電話理財服務的指定使用人明白及承認電話指示可能因系統的限制或本行運作程序的影響而未必能夠即時或即日處理。電話理財服務的指定使用人同意本行毋須因於較後時間才執行有關的電話指示而向電話理財服務的指定使用人或任何其他人士負上任何責任。本行可自行決定執行上述電話指示的時間，而該等決定將為最終決定並對電話理財服務的指定使用人具有約束力。
4. a. 當電話理財服務的指定使用人使用電話理財服務，就電話理財服務的任何交易或事宜發出指示，透過電話理財服務操作任何與客戶同名的戶口，或獲取資料時，本行可使用私人密碼確認電話理財服務的指定使用人的身分。私人密碼可不時由電話理財服務的指定使用人或本行設定，或從電話理財服務的指定使用人於本行登記的聲音或其他生物辨識資料建立。
- b. 客戶須完成並遵守，及確保每位電話理財服務的指定使用人完成並遵守，本行指定的步驟及條件，從而在本行建立或登記其聲紋檔案或其他生物辨識資料，並用作私人密碼。

III. 有期(定期及通知)存款

1. 存款乃屬不可轉讓者。
2. 利息計算至存款到期之前一日。本行只在存款到期日支付利息，惟對存期十五個月或以上之存款，則可按議定之期間支付利息。
3. 定期存款之利息於存款約定期內固定不變，通知存款之利息則按本行每日釐定之利率逐日計算及累積。
4. 留有到期自動續存指示之存款，本行會以同類存款於到期日之利率代為續期；若未留有續期指示，則本行會於存款到期後按照本行所訂下之利率由本行支付或由客戶收取利息。
5. 在存戶要求時，本行可全權決定是否容許在存款到期前提提取存款。在此情況下，本行保留不給予存款利息的權利。此外，本行並保留權利，向存戶討回因存款仍未到期，而須向資金市場另行拆入款項所涉及的手續費及額外費用(如有)，如本行未能於市場拆入足夠款項，存戶將須補償本行之損失。
6. 港幣存款到期日如屬銀行非營業日，則有關存款可於下一營業日提取，惟該日將不獲計算利息。
7. 外幣存款到期日如屬本地或有關貨幣國家銀行之非營業日，則有關存款可於該等銀行之下一營業日提取，惟該日將不獲計算利息。

IV. 匯款服務 (只適用於要求或使用本行匯款服務之客戶)

1. 本行對於因下列情形而引致之任何損失或損害概不負責，包括：遺漏或延誤寄發是次匯款之訊息、付款或通知付款；在寄發或傳送途中遺漏文件、任何訊息或訊號，又或訊息、訊號、書函、電報或其他文件在寄發或傳送途中所發生之錯誤、殘缺、遺漏、中斷或延誤；參與 Clearing House Automated Transfer System (如適用)之同業機構、分銷代理人、其他代理人或其他人士之疏忽行為；戰爭、檢查、封鎖、叛變或騷亂；本地或外地政府或其行政機構所施行之一切法律、規令、條例、管制或任何電腦、機械或電子儀器之損毀或故障及其他本行難以控制之事故。
2. 客戶須對其所提供的全部資料之準確性及完整性負全責，本行無責任檢查或覆核該等資料，本行並不對因客戶提供的資料的任何錯誤、遺漏或不完整而引起之任何損失或索償負任何責任。
3. 本行有權用顯白言語、暗碼、密碼或任何形式之電子傳送訊號發出與此筆匯款申請有關之任何信息；對於任何代理行、分代理或其他代理人造成的任何損失或任何錯誤、疏忽或過失所引致之任何損失，本行概不負責。
4. 如無本行之書面同意，客戶不得取消或修改是項申請或其內之條款。
5. 本行有權要求客戶償還由本行、同業機構及代理所牽涉之一切費用。部份海外銀行可能會徵收額外海外交易手續費(包括收款銀行及代理銀行的收費)；不論客戶的手續費付款指示為何，有關代理行可能會按代理行的慣例從匯款金額中扣除手續費。因此，收款人有機會收不到匯出匯款的全數金額。
6. 本行可以收取及保留任何人士因此筆匯款申請而給予本行之任何利益。

7. 客戶（及倘於適用時，代表客戶之每名董事、獲授權人、職員、代表及成員（或如屬合夥組織，則指合夥人）（統稱「該等個別人士」））同意及確認，本行可將客戶之資料、該等個別人士之個人資料及所有其他有關此匯款申請、此撥賬及客戶或該等個別人士與本行的任何交易或往來有關之其他細節及資料就以下用途予以使用、持有或處理，或在本行認為有須要或合適之情況下向或與滙豐集團的任何成員、任何第三者服務供應商、任何往來或代理銀行或任何第三者金融機構、任何收款人或監管機構披露、轉移（不論在香港以內或以外）或交換：
- (一) 為此匯款申請、此撥賬或為向客戶提供匯款服務或與之有關的目的；或
 - (二) 根據本行不時給予客戶或其他個別人士的結單、通函、通知、章程及條款內所載之使用及披露個人資料政策中所述的目的，並可提供予當中提及的人士。
8. 本行保留權利選擇以同業撥賬方式（如收款銀行為香港特別行政區本地同業即時結算系統之直接參與銀行）或以電匯方式處理匯款申請。
9. 所有選取歐盟國家及歐洲經濟特區為目的地之歐元匯款申請，除需要提供SWIFT代碼（BIC）外，並需提供符合正確IBAN格式的「收款人戶口號碼」。若客戶沒有提供有關資料，或資料無效或不正確，則該筆匯款有可能被拒收、退回及 / 或延遲，並通常附帶額外費用。本行毋須就任何人因該等被拒收、退回及 / 或延遲引致的任何損失或損害承擔任何責任。
10. 如匯款貨幣為人民幣或匯款屬本行與清算行或境內代理銀行有關人民幣服務之任何協議之範圍內，客戶申述、保證、承諾及 / 或同意：
- (一) 該筆匯款須完全符合不時適用於世界任何地方（包括但不限於香港特別行政區及中國內地）之監管機關、政府機構、清算或結算行或交易機構或專業機構所發佈之任何法律、規定、法令、規則、指示、指引、守則、通知、限制，或類似規定（不論是否具有法律效力）（統稱「適用規定」），（包括但不限於有關匯款之目的及合資格的任何要求）；
 - (二) 儘管在本匯款服務章程或其他地方中另有所述，i) 本行保留權利隨時為符合適用規定而增補適用於匯款服務之額外條款及章程而不作另行通知（適用規定另有要求除外）及給予任何理由及 ii) 本行有權拒絕或隨時不受理列於本匯款申請指令上指定用作扣除匯款金額戶口之匯款或還原已作之匯款交易而不作另行通知（適用規定另有要求除外）及給予任何理由；
 - (三) 客戶需向本行提供本行要求之任何文件；及
 - (四) 客戶明白人民幣乃受制於匯率風險。客戶於兌換人民幣至其他貨幣（包括港幣）時將可能受匯率波動而引致損失。有關當局所實施的外匯管制亦可能對適用匯率造成不利的影響。人民幣現時並非自由兌換之貨幣，而透過香港銀行進行的人民幣兌換，如其他由香港銀行提供的人民幣服務一樣，均須受制於若干政策、監管要求及 / 或限制（有關政策、監管要求或限制將不時更改而毋須另行通知）。
11. 於本行不時指定之相應截數時間（「**截數時間**」）前收到的匯款申請，有可能不能在當日處理。同時，本行只會在有關服務能夠提供的情況下，包括（但不限於）有關國家 / 目的地銀行及有關貨幣的結算系統能提供服務，方能處理有關申請。倘本匯款申請指令於截數時間前送達本行，匯款金額通常（如本行對有關申請進行即日處理）於本匯款申請指令上之支賬日期（「**匯款生效日**」）到達代理銀行。如本匯款申請指令於截數時間後送達本行，匯款生效日通常將為下一本行工作日（「**工作日**」）。有關截數時間會因應不同因素而定，例如客戶要求之匯款金額所屬之匯款貨幣、匯款目的地所在地區及 / 或結算銀行所要求的資金安排。本行保留隨時修訂截數時間的權利，而毋須另行通知，如有任何爭議，本行之決定均屬最終決定。各匯款貨幣之截數時間已詳載於本行網頁www.hangseng.com供參考。
12. 倘匯款申請於有關工作日之截數時間前送達本行，本行將根據申請指令上之支賬日期，從客戶指定及本行同意之支賬戶口支取所需之匯款金額。惟如本匯款申請指令於有關工作日之截數時間後送達本行，本行將於支賬日期之下一本行工作日，於支賬戶口支取匯款金額。倘因任何限制以致支賬戶口需於匯款生效日前支取匯款金額，本行毋需就引致的任何利息支出或損失承擔責任。
13. 除客戶與本行就此匯款申請已預先安排及同意某一貨幣兌換率，否則，如支賬貨幣與匯款貨幣不相同，本行將於支賬日期處理匯款申請指令之時，按成交時之通行兌換率進行貨幣兌換。
14. 在不影響本匯款服務章程的任何規定下，本行保留權利不接受或拒絕處理任何匯款申請而給予或不給予任何理由。本行保留權利在任何情況下延遲或不處理任何匯款申請而給予或不給予通知，（包括但不限於）：
- (一) 如本行意見認為：
 - (i) 有關資料不完整或未能正確及清楚地提供；
 - (ii) 支賬戶口結餘不足；或
 - (iii) 處理有關匯款申請而可能引致觸犯任何適用的法律或規例；或
 - (二) 基於保安理由（包括但不限於因未能完成、符合或滿足本行認為需要採用的防詐騙或風險管理措施或本行工序）
本行不負責任人士因本行基於任何理由而不接受、拒絕、延遲或不處理任何匯款申請而引致或蒙受之任何損失或損害。
15. 本匯款申請之費用按本行不時公佈的費率徵收。有關本行最趨時之服務收費，請參閱本行網頁 www.hangseng.com 之收費簡介表。

V. 匯票及本票（只適用於非個人客戶）

1. 本行所發之任何票據（「**票據**」），若有因付款或票據貨幣所屬之國家施行之任何法令、規例、管制或其他措施而引致任何損失者，本行概不負責。
2. 任何有關票據之改滙、止付、取消或退滙，須由票據申請人親身攜同身份證明文件、原票據及此收條到本行辦理，否則本行有權不接受辦理。
3. 倘遺失票據，本行保留不接受該遺失票據之止付及取消要求，除非票據申請人親身攜同身份證明文件，連同有關當局報失之證明到本行，並提交由本行訂定之賠償承擔。
4. 本行有權酌量收取發出或報失票據之手續費用。
5. 本行無任何責任於收到止付要求或遺失票據通知任何人士。

VI. 電子支票服務

1. 定義

- a. 本部份條文適用於「本行」有關電子支票的服務。本部份補充並構成「本行」的戶口章則的一部份。戶口章則中適用於實物支票或適用於「本行」一般服務的條文，凡內容相關的且不與本部份條文不一致的，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，若本部份的條文跟戶口章則的條文出現不一致，均以本部份的條文為準。
- b. 在此部份，除文義需要不同釋義，否則：
- 「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。
- 「客戶」指「本行」向其提供電子支票服務的每位客戶，如文義允許，包括不時獲「客戶」授權為「客戶」簽署電子支票的任何人士。
- 「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，而本定義可根據電子支票存票服務條款不時修訂。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」不時向客戶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訂定及／或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，本定義可根據電子支票存票服務條款不時修訂。

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「客戶」提供電子支票服務，「客戶」可以簽發「電子支票」及存入「電子支票」。為使用電子支票服務，「客戶」須提供「本行」及結算所分別不時要求或指定的資料及文件，並須接受「本行」及「結算所」分別不時要求或指定的條款及細則。「客戶」亦可能需要簽署「本行」不時指定的表格及文件。
- b. 電子支票簽發服務讓「客戶」可按下列第 3 條簽發由「本行」出票的電子支票。
- c. 電子支票存入服務讓「客戶」及其他人士可按下列第 4 條使用結算所提供的電子支票存票服務或使用「本行」的存入途徑出示電子支票（不論向「客戶」及／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）：
- 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）；
 - 「客戶」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
 - 「客戶」須就電子支票服務支付的任何費用。

3. 電子支票簽發服務

- a. 電子支票的版式及簽發電子支票的步驟
- 「客戶」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。「客戶」不可加入、移除或修改電子支票的內容、版式、排列或影像。
 - 每張電子支票必須由「客戶」（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「客戶」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。
 - 當「客戶」由聯名戶口簽發電子支票，「客戶」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）簽署。
 - 如「客戶」為公司或任何其他實體，「客戶」須自行負責確保每張電子支票均按「客戶」不時授權的電子支票簽署安排，由獲授權人士（等）代表「客戶」簽署。
- b. 電子證書
- 「客戶」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。
 - 「客戶」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。
 - 如「客戶」選擇用一般用途電子證書產生數碼簽署，「客戶」須遵從上述第 3b.i 條維持一般用途電子證書持續有效。
 - 「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「客戶」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「客戶」選擇用特定用途電子證書產生「客戶」的數碼簽署，「客戶」應指示及授權「本行」：
 - 按「本行」不時設定的範圍及方式提供該等服務，這可包括代「客戶」持有特定用途電子證書及相關密碼匙及／或密碼，及「客戶」按「客戶」不時指示在電子支票上產生「客戶」的數碼簽署；及
 - 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「客戶」申請特定用途電子證書時，「本行」有權依賴「客戶」提供的資料。「客戶」須自行負責向「本行」提供正確及最新的資料。如「本行」根據「客戶」提供的的不正確或過時資料獲取了特定用途電子證書，「客戶」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「客戶」的電子證書，「客戶」受發出該電子證書的核證機關的指定條款及細則的約束。「客戶」須自行負責履行「客戶」在該等條款及細則下的責任。
- c. 向受款人傳送電子支票
- i. 當「客戶」確認簽發電子支票，「本行」會產生電子支票檔案。「客戶」可下載電子支票檔案用以自行傳送予受款人。
- ii. 「客戶」不應向受款人簽發電子支票（或指示「本行」代「客戶」簽發電子支票），除非該受款人同意接受電子支票。「客戶」須自行負責下列各項事宜：
- (I) 在向受款人簽發電子支票（或指示「本行」代「客戶」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；及
- (II) 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。
- iii. 「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「客戶」跟受款人查明其是否已實際收到該電子支票檔案。
- 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。在不減低上列第 3a.i.條及下列第 5a.及 5b.條的效果的情況下，「客戶」明確接受不時在每張電子支票上列明的出示要求豁免。
- 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」的存入途徑，出示電子支票以存入「本行」（作為受款人銀行）。
- b. 電子支票存票服務
- i. 電子支票存票服務由結算所提供。就「客戶」使用電子支票存票服務，「客戶」受電子支票存票服務條款約束。「客戶」須自行負責履行電子支票存票服務條款下的責任。
- ii. 為使用電子支票存票服務，電子支票存票服務條款要求「客戶」登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許「客戶」以「客戶」同名戶口或「客戶」同名戶口以外的其他戶口作為受款人戶口登記電子支票存票服務戶口。「客戶」須就「客戶」或任何其他人士使用「客戶」的電子支票存票服務戶口出示的所有電子支票負責（包括任何向「客戶」同名戶口以外的受款人戶口出示的電子支票）。
- iii. 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。「本行」可以（但無責任）向「客戶」提供合理協助。因「本行」沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如「客戶」要求，「本行」可以（但無責任）提供使用「客戶」電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他「本行」同意提供有關該電子支票的資料。
- iv. 「本行」對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，「客戶」須承擔有關使用電子支票存票服務的責任及風險。「客戶」或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，「本行」無須負責。
- c. 「本行」的存入途徑
- 「本行」可不時指定或更改(i)可用的存入途徑而無須通知；及(ii)任何存入途徑的條款。
- 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
- 「客戶」須明白「本行」及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算由「客戶」簽發或向「客戶」簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，「本行」有權以下列方法為「客戶」支付或收取電子支票：
- i. 任何「客戶」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「客戶」簽發的電子支票，以收取款項。
- b. 「本行」責任的限制
- 在不減低現有條款效果的情況下：
- i. 「客戶」或任何其他人士因使用電子支票服務，或「客戶」或任何其他人士簽發的電子支票，或通過「本行」向「客戶」提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，「本行」無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於「本行」或「本行」人員、僱員或代理的疏忽或故意失責導致；
- ii. 為求清晰，現明確如下，「客戶」或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，「本行」無須負責：
- (I) 「客戶」或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
- (II) 「客戶」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；
- (III) 按業界規則及程序出示由「客戶」簽發或向「客戶」簽發的電子支票，而無須顧及匯票條例的條文；及
- (IV) 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
- iii. 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，「本行」均無須向「客戶」或任何其他人士負責。
- c. 「客戶」的確認及彌償
- i. 「客戶」須接受「本行」及結算所分別就電子支票服務及結算所提供的服務施加的責任限制及免責條款。「客戶」須接受及同意，承擔簽發及存入電子支票的風險及責任。

- ii. 在不減低「客戶」在現有條款提供的任何彌償或於「本行」享有的任何其他權利或補償的情況下，「本行」及「本行」人員、僱員及代理（或任何一人）有關或因「本行」提供電子支票服務或「客戶」使用電子支票服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及「本行」及「本行」人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，「客戶」須作出彌償並使「本行」及「本行」人員、僱員及代理（或任何一人）免受損失。
- iii. 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因「本行」或「本行」人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- iv. 上述彌償在電子支票服務終止後繼續有效。
- v. 「客戶」進一步確認，藉修改其授權書(包括但不限於「客戶」的組合每日限額、授權設定、使用者資料)，此等新的限額或設定(統稱「修訂」)將只適用於在作出該等「修訂」之後所發出的交易指示，但如「本行」在規限使用任何存入途徑的條款內或在任何其他條款內另予指明，則屬例外。換言之，「本行」應有權將在作出「修訂」之前所發出的任何預設日期交易指示(例如註明未來日期的電子支票)視為由「客戶」依據於發出指示的日期生效的授權書而並非依據經修訂的授權書發出。這表示「客戶」有關該等預設日期交易指示的授權書應不受該等「修訂」所影響。因此，「客戶」應審核所有預設日期指示，並確保其仍有意發出該等指示，即使其授權書有任何修改。如果「客戶」基於任何「修訂」而不擬執行任何預設日期指示，「客戶」應在該等指示的既定執行日期之前審核、修改或取消(視屬何情況而定)該等指示。儘管有上述規定，「本行」保留權利，由其全權酌情決定支付或取消任何付款指示。如果「本行」選擇取消付款，可能會收取服務費。

VII. 公平待客約章

本行及其附屬公司、聯營公司或其授權之銷售人員等或因銷售本行及/或本行代理之產品或服務而獲得佣金及/或業績獎金，而本行目前所採取之銷售員工及授權代表酬金制度(包括底薪及業績獎金)均考慮員工/授權代表多方面之工作表現，而其銷售營業額只是其中一項考慮因素。本酬金制度適用於本行所有銷售產品或服務。

VIII. 恒生卡（適用於獲發恒生卡的客戶）

於使用該卡前，客戶須先詳閱及明白本部分內容。如本第 VIII 部分的條文及本章則的任何其他條文有任何不一致，就該卡而言，概以本第 VIII 部分的條文為準。

- 1. 該卡在任何時間均為本行所有，本行可隨時註銷或收回該卡，而毋須事先給予客戶任何通知及理由。客戶須在本行提出要求時立即歸還該卡予本行。
- 2. 可供使用該卡的設施包括但不限於由本行安裝及管理之自動櫃員機（「本行自動櫃員機」），及本行自行酌情決定及不時宣佈其他在香港或海外由其他銀行、商號或機構安裝及管理之自動櫃員機及銷售點終端機。本行保留權利隨時增加或取消可供使用該卡的任何設施，而毋須給予任何事先通知及理由。
- 3. 有關戶口的戶主（「戶主」）要求及授權本行，當客戶使用由本行提供可供使用該卡的設施時，可用該卡私人密碼（「卡密碼」）以核實客戶身分。卡密碼可不時由客戶或本行設定。
- 4. 該卡不能轉讓及只供客戶專用。
- 5. 客戶應以真誠行事並合理謹慎及盡力地將卡密碼妥為保密。無論在何時或任何情況下，客戶均不能將卡密碼向任何人士披露，或將該卡轉交予任何人士，或准許任何人士使用該卡。
- 6. 客戶須對卡密碼意外或未獲授權而被披露負責，並承擔卡密碼被未獲授權人士使用或被用作未經授權用途之風險。
- 7. (a) 如知悉或懷疑卡密碼被披露予任何未獲授權人士，或出現未獲授權交易，或該卡及/或卡密碼遺失或被竊，客戶須在合理切實可行範圍內盡快親往本行的註冊辦事處或致電本行不時指定的電話號碼通知本行（本行或會要求客戶以書面確認其提供的任何細節），客戶並須盡快更改卡密碼。儘管如此，在本行實際收到本第 7(a)條所述的任何通知前，就任何人士使用該卡及/或卡密碼進行之所有提款、轉賬及/或交易（不論是否已獲戶主授權），均對戶主具有終局性的約束力。如需補發新卡，本行有權就此收取費用，並從戶口支賬。
(b) 如客戶按第 7(a) 條通知本行該卡或卡密碼遺失、被竊、外洩或被未經授權使用，則戶主就本行實際收到該通知前已進行的未經授權交易須承擔的責任每一張卡最高為港幣 500 元。但此責任限額在下列情況並不適用（即戶主須負責全數金額）：
 - (i) 如客戶在知情的情況下（不論是否自願）准許任何其他人士使用該卡及/或卡密碼；
 - (ii) 如客戶就使用或保管該卡及/或卡密碼有欺詐行為或嚴重疏忽。如客戶未有採取本行就使用或保管該卡及/或卡密碼不時建議的任何安全防範措施，可被視為嚴重疏忽；或
 - (iii) 使用該卡及/或卡密碼提取的現金透支。
- 8. 戶口內須有足夠存款或預定透支額方可使用該卡提款或轉賬。如在存款不足的情況下提款或轉賬，戶主須在本行要求時，立刻向本行償還該項提款或轉賬的金額，並按本行當時就透支戶口徵收的利率每月加付利息。
- 9. (a) 無論任何本行控制範圍以外的緣故導致的故障、服務中斷或失靈，或導致該卡不能使用所享有之服務，或導致本行未能履行本章則項下任何責任，本行毋須負責。
(b) 不影響上述條文的一般性的情況下，如因本行疏忽或故意失責而引致戶主或其中任何一人招致或蒙受任何損失或損害，本行的責任將以使用該卡及/或卡密碼所作出的有關提款、轉賬或交易的價值的兩倍為限。
- 10. 使用該卡及/或卡密碼所作出的任何提款、轉賬及/或交易均以本行之紀錄為準，並對戶主具有約束力，除非及直至相反證明成立。

11. 戶主茲不可撤銷地授權本行根據其紀錄所載從戶口支取任何使用該卡及／或卡密碼所作出的提款、轉賬及／或交易的款項。如提款、轉賬或交易以港元以外的其他貨幣進行，本行有絕對酌情權決定，將該等外幣金額以任何合法途徑，按提款、轉賬或交易當日本行之兌匯率（由本行作最終決定）折算港幣作兌換，而毋須通知戶主或獲取其同意。
12. 除非本行另行宣佈，使用該卡在本行存入現金及／或支票必須透過本行的自動櫃員機，並且須按下列方式處理：
- (a) 任何存入的現金及／或支票均須經本行點核相符後方為正式收妥，而有關點核工作並不規定在存款當日進行。在此之前，本行有權不將有關金額存入戶口，而在該金額存入戶口前，戶主不能使用該金額。
 - (b) 任何經由本行自動櫃員機發出的人賬通知書，只表示客戶曾使用該卡存入款項，但通知書是否準確對本行並無約束力。
 - (c) (i) 存入現金須待本行正式記入戶口方為收妥。
(ii) 存入支票須待本行正式記入戶口，並妥為兌現及支付後方為收妥。
 - (d) 因客戶使用該卡存款而導致本行招致或蒙受任何訴訟、法律行動、損失、索償、損害及申索，戶主茲同意對本行作出彌償及完全付還，除非該等訴訟、法律行動、損失、索償、損害及申索是直接及合理可預見，並直接及純因本行疏忽或故意失責而引致。
13. 就處理使用該卡於戶口進行之任何提款、轉賬及／或交易，本行有權以絕對保密之方式將所需或被要求的有關戶口的資料透露予其他銀行及／或機構。
14. 就任何商號拒絕接受該卡，及／或就任何商號所提供之貨品及服務，本行概不負任何責任。客戶對商號之任何投訴均須由其本人與該商號自行解決，而客戶向商號之任何索償，絕不能用以抵銷客戶所欠本行之債務或轉向本行索償。
15. 本行可毋須事前通知或獲得各戶主之同意隨時將各戶主之任何種類的銀行戶口（包括但不限於往來存款、儲蓄存款、有期存款或通知存款戶口）結存抵銷或轉賬以償付因使用該卡或根據此部分而積欠本行之一切債務。倘若戶主多於一人者，本行可行使本第 15 條之權利，將聯名戶口內任何結存抵銷其中任何一位或多位戶主未償還本行之債務。
16. 本行可隨時及不時修改本部分及／或增補新條文。任何修訂及／或補充一經本行按監管要求作出通知即屬生效。如任何戶主於生效日期後仍繼續使用該卡，即該等修訂及／或補充對戶主具有約束力。該等通知可以展示、廣告或其他本行認為恰當之形式發出。
17. 倘戶主多於一人者，則彼等在本第 VIII 部分下之責任乃屬聯同及個別承擔。又按文義所需，單數詞當包括眾數。根據此規則發給其中任何一戶主之通知，得視為對其全體戶主之有效通知。
18. 本行可授權任何人士以第三者代理人（包括任何債務追收代理或律師）向戶主進行追討未償還本行的任何債務，追討過程中每次合理地引致且金額合理的成本及開支，概由戶主負責。

恒生銀行有限公司

(本戶口章則一總則之英文本與中文譯本文義如有歧異，概以英文文本為準。)

附錄 1

下列條款關於使用、儲存、處理、轉移及披露非個人資料的客戶資料，並補充第 29 條。出現於本附錄 1 的詞語有本章則第 29 條列出的涵義。

使用非個人資料的客戶資料

非個人資料的客戶資料可被用作下列用途：

- (1) 考慮服務申請；
- (2) 審批、管理、執行或提供服務或客戶要求或授權的任何交易；
- (3) 遵守合規責任；
- (4) 進行金融罪行風險管理活動；
- (5) 向客戶及為客戶債務提供擔保或抵押的人士收取任何欠款；
- (6) 進行信貸調查及獲取或提供信貸資料；
- (7) 行使或保衛本行或滙豐集團成員的權利；
- (8) 遵守本行或滙豐集團的內部營運要求（包括但不限於信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
- (9) 編製及維持本行的信貸和風險相關準則；
- (10) 確保客戶及為客戶債務提供擔保或抵押的人士的信用維持良好；
- (11) 向客戶(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；
- (12) 確定本行對客戶的債務，或客戶或為客戶債務提供擔保或抵押的人士對本行的債務；
- (13) 遵守本行或其任何分行或任何滙豐集團成員根據以下各項須或被期望遵守的責任、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；
- (14) 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共用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；
- (15) 遵守權力機關施加的任何責任、指令或要求；
- (16) 使本行的實質或建議受讓人、或本行對客戶權益的參與人或附屬參與人，能對有關擬進行的轉讓、參與或附屬參與的交易作出評核；
- (17) 維持本行或滙豐集團與客戶的整體關係；及
- (18) 與任何上述相關或有連帶關係的用途。

分享及轉移非個人資料的客戶資料

如為所有或任何用途而需要及適當的，本行可向本行認為所需的所有人士(不論所在處)轉移、分享、交換及披露非個人資料的客戶資料，包括但不限於：

- (a) 任何滙豐集團成員；
- (b) 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）；
- (c) 任何權力機關；
- (d) 代表客戶行事的任何人士、收款人、受益人、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、客戶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客戶持有）；
- (e) 就或有關獲取服務權益及承擔服務風險的任何一方；
- (f) 任何其他財務機構、信貸資料服務機構或征信機構，以獲取或提供信貸資料；
- (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；
- (h) 任何提供資產管理服務予客戶的第三方基金經理；及
- (i) 任何本行向其提供介紹或轉介的中介經紀。