



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; censor-ship; 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.