

The Hongkong and Shanghai Banking Corporation Limited

GENERAL TERMS AND CONDITIONS (For Personal Sole Account, Joint Account and Business Account Holders)

Note: Account holder shall refer to account holders where appropriate.

The following General Terms and Conditions apply to all accounts opened with The Hongkong and Shanghai Banking Corporation Limited ("*the Bank*"). In addition, there are other specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Copies of such Terms and Conditions are available upon request from any branch of the Bank.

1. GENERAL (applicable to all accounts)

- 1.1 The relationship between the Bank and the account holder is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the banking services provided by the Bank.
- 1.2 If the account holder comprises of more than one person:
 - a. the Bank is authorised to provide information on or relating to the account to any one of them in such form and manner and to such extent as any one or more of such persons shall request or as the Bank shall in its sole discretion determine at any time and from time to time;
 - b. each of them shall be bound by these General Terms and Conditions and such other terms and conditions governing the account even though (i) any other person or any person intended to be bound hereby is not or (ii) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
 - c. the Bank shall be entitled to deal separately with any one of them on any matter including (i) the variation or discharge of any liability to any extent or (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons;
 - d. where any one of them is authorised to operate the account singly, the Bank is authorised to comply with the instructions or directions of any one of such persons in relation to the account, including, without limitation, instructions to close the account unless otherwise agreed with or stipulated by the Bank. Acceptance of any terms and conditions of any services rendered by the Bank in respect of the account by any one of such persons will be deemed accepted by each and all of them and accordingly, such terms and conditions will be binding on each and all of such account holders; and
 - e. in respect of a forward date transaction, the Bank will take the instruction last received by the Bank before it effects the same in its normal course of business as the final instruction received from the account holder regarding the same.

If the account holder is a corporation, partnership, association, society or the likes, the Bank is authorised to, in its sole discretion, provide any information on or relating to the account to any one or more of the directors, partners, or such other persons of whom the Bank is satisfied as being members of the governing body of the account holder as the case may be irrespective of whether such persons are authorised signatories and if they are, irrespective of their signing authority under the account.

The Bank reserves the right to charge an administrative fee for the provision of the said account information.

- 1.3 The account holder agrees that the Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank or providing for the aggregate of all the account holder's liabilities to the Bank on any account or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise (*together the "account holder's aggregate liabilities"*). Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time. If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balances or credit balances of the account holder with the Bank with all or any of the account holder's aggregate liabilities. In the case of an individual account holder, the Bank's rights hereunder shall not be affected by the account holder's death or legal incapacity.

The Bank reserves the right to employ collection agent(s) and third parties to collect any outstanding or overdue amount owed by the account holder. The account holder shall keep the Bank indemnified for costs and expenses *including without limitation legal fees, costs of engaging collection agent(s) (and such other third parties) and other expenses* which are of reasonable amount and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstanding or overdue amount.

- 1.4 The account holder shall give instructions, directions or send communication to the Bank in such manner as shall be prescribed or accepted by the Bank from time to time, including, without limitation, in writing, by fax, by telex, by telephone, via the automated teller machine, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums.
- 1.5 In the course of providing its services, the Bank (or its agent) may need to (but shall not be obliged to) record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank (or its agent) in relation to such services. The Bank reserves the right to destroy these recording after such period of time as it considers prudent.
- 1.6 The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.
- 1.7 Where the account holder has set up a direct debit authorisation on an account and no transaction is performed under such authorisation for a continuous period of 30 months, the Bank reserves the right to cancel the direct debit arrangement without prior notice to the account holder, even though the authorisation has not expired or there is no expiry date for the authorisation.
- 1.8 An account holder should ensure that all cheques and other monetary instruments (collectively "Items") deposited with the Bank using any means or channels offered or accepted by the Bank are on the face thereof in order before depositing the same with the Bank, including, without limitation, that they are appropriately dated and signed, with the amounts in both words and figures matched. Where the account holder is required to advise, complete or enter details of the Items when depositing the same with the Bank, the account holder agrees that it is the account holder's sole responsibility to ensure that such details being advised, completed or entered by the account holder are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the account holder and the Bank shall be entitled to adjust the accounts accordingly by debiting or crediting the same as the case may be. All inward remittances, cheques and monetary instruments are accepted for deposit into an account 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 accounts concerned with the appropriate amounts if, for whatever reasons, any cheques and monetary instruments shall subsequently be returned unpaid or partially paid or where the remittance amounts are not eventually received.
- 1.9 The account holder as beneficiary of any standing instruction agrees that any credit to an account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the account holder authorises the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor's account (e.g. insufficient funds in the transferor's account).
- 1.10 Account statements are provided at monthly intervals, unless otherwise requested. No account statement will be provided if an account registers no transactions for the relevant period.

The account holder agrees to examine each statement of account provided by the Bank to see if there are any errors, discrepancies, unauthorised 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 account holder or any other person (*the "Errors"*).

The account holder also agrees that the statement of account shall, as between the Bank and the account holder, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the account holder, 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 account holder notifies the Bank in writing of any such Errors within 90 days after:

- a. personal delivery of such statement of account to the account holder if it is personally delivered; or

- b. the Bank has posted such statement of account if the statement of account is sent by post; or
 - c. the Bank has emailed such statement of account if it is sent by email; or
 - d. the Bank has placed such statement of account in the Personal Internet Banking Profile of the account holder if it is made available therein; or
 - e. the Bank has placed such statement of account in the Business Internet Banking Profile of the account holder if it is made available therein.
- 1.11** The account holder warrants that all particulars given to the Bank (*whether in an account opening form or otherwise*) are, to the best of the account holder's knowledge, accurate and acknowledges that the Bank may make use of any such particulars recorded with the Bank (*including without limitation address, telephone number, email address and fax number*) (collectively "Contact Details") as a means of communication with the account holder (*whether through letters, telephone calls, SMS, fax, email or otherwise*). The account holder 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 such particulars. All communications sent by the Bank to the account holder using any one or more of the Contact Details last registered with the Bank shall be deemed to have been duly delivered to the account holder. Where in the Bank's opinion communications sent to the account holder using one or more of the Contact Details last registered with the Bank will fail to reach the account holder, the Bank may in its sole discretion stop sending further communication (*including without limitation account statements, debit/credit advices and other communications*) to the Contact Details concerned or the account holder. Copies of account statements and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge.
- In respect of business accounts, the account holder of a business account 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.
- 1.12** 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 set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 1.13** The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between joint account holders, authorised signatories or directors (where the account holder is a company). In addition, the Bank reserves the right to suspend the operation of all or any accounts of the account holder until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that:
- a. it holds no valid account mandate; or
 - b. the account holder (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).
- 1.14** The terms herein and those pertaining to any services provided by the Bank may, at the Bank's sole discretion, be changed from time to time upon giving the account holder prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change.
- 1.15** In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong, the account holder:
- a. acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules and the USD Operating Procedures referred to therein (as the same may be modified from time to time);
 - b. agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the account holder 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 and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).
- 1.16** There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the deposit account holders of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:
- (i) In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the deposit account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the deposit account holder, and subject to having recourse to the deposit account holder in the event of dishonour. The purchase of cheques may subject to the condition that the proceeds credited to the deposit account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the deposit account holder in confirmation of the transaction.
 - (ii) Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the deposit account once payment is received from the bank abroad.
 - (iii) In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the deposit account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.
 - (iv) Overseas charges (if any) will be debited to the deposit account under advice to the deposit account holder.
 - (v) Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next business day. The reference to "business day" means a day, other than a Saturday, Sunday or public holiday, on which Banks are open for general business in Hong Kong.
- 1.17** Whenever the account holder requests the Bank to effect a telegraphic transfer ("TT") or an interbank funds transfer ("RTGS"), whether via the branch offices of the Bank, the Phonebanking Service, the Bank's internet banking services or other channels or means offered by the Bank at any time and from time to time, the following terms shall apply unless otherwise specified:
- a. The Bank reserves the right to effect an instruction as TT or RTGS according to its routing arrangement;
 - b. The Bank is at liberty to send the TT / RTGS either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received;
 - c. In the absence of specific instructions to the contrary, the TT / RTGS will be effected in the currency of the country in which payment is to be made;
 - d. While the Bank will endeavour to give effect to the account holder's requests regarding charges relating to the TT / RTGS, the account holder understands that the Bank only has discretion regarding its own charges. Where the account holder has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the TT / RTGS will depend on the practice adopted by the correspondent bank and/or beneficiary bank involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same;
 - e. The Bank reserves the right to draw the TT / RTGS on a different place from that specified by the account holder if operational circumstances so require;
 - f. Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the TT / RTGS on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the account holder's account;
 - g. Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time 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 clearing system of the currency and country of the correspondent and/or destination banks;
 - h. If a TT / RTGS is to be processed on a particular date, this processing date should be clearly specified by the account holder when the TT / RTGS application is submitted to the Bank unless otherwise specified by the Bank;

- i. Applications for same day value are subject to cut-off times related to the geographical location of the destination and/or the funding arrangement requirements of the settlement banks. This may mean that the account holder's account will be debited before the value day and the Bank will not be responsible for any interest expense or loss as a result;
- j. The Bank is not responsible to advise the account holder of:
 - any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The account holder is strongly advised to make his own enquiries;
 - any charges which may be imposed by overseas bank or other bank and shall not be liable if such information cannot be provided;
- k. Where payment is to be made in favour of a beneficiary not maintaining an account with the Bank's overseas Group Office or its agents, the Bank or its agent reserves the right to make payment by a means other than TT / RTGS in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible to advise the account holder of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent;
- l. The Bank reserves the right not to accept or otherwise reject an application for a TT / RTGS without giving reasons;
- m. Where the Bank has accepted a TT / RTGS application, it reserves the right not to process the TT / RTGS, with or without notice, if it is of the opinion that:
 - there is insufficient available funds; or
 - the information given is incorrect, incomplete or is not sufficiently clear; or
 - the processing thereof will be in breach of any applicable laws or regulations; or
 - the account holder has specified additional instructions to the TT/RTGS which are not provided for by or otherwise acceptable to the Bank.

The Bank cannot be held liable for any loss or damage suffered by any person arising out of payment delay, rejection and/or return, or any delay by the Bank in processing the TT / RTGS or the Bank's decision in not processing the same for any one or more of the above reasons. The Bank reserves the right to deduct any charges imposed by the receiving bank from the payment amount or any of the account holder's accounts;

- n. To comply with regulatory and/or international guidelines concerning anti-money laundering and anti-terrorist financing activities, in processing a TT / RTGS, the Bank may be required to disclose the personal data or other customer information of the account holder, including without limitation the originating account number (where applicable) and the account holder's name, address and other unique reference (such as date of birth or number of personal/corporate identity document) and the account holder hereby authorises the Bank [and any correspondent bank(s) involved] to make such disclosure to any correspondent bank(s) involved, the payee or other appropriate authorities as the Bank (or, as the case may be, any such correspondent bank) considers appropriate, and
- o. Any stop payment instruction received by the Bank will be processed by the Bank on a commercially reasonable effort basis only and the Bank cannot guarantee that such stop payment instruction can be successfully executed. The result of any stop payment instruction cannot be confirmed at the time of the account holder placing the stop payment instruction (whether or not at that time the account holder's account has already been debited) due to the time lapse between the receipt and processing of such stop payment instruction. The Bank will use commercially reasonable endeavours to notify the account holder of the outcome of any stop payment instruction within 24 hours of receipt of such instruction by the Bank. The Bank cannot in any event be held liable for any loss or damage suffered by the account holder or any other person arising out of failure to stop any TT/RTGS notwithstanding receipt of a stop payment instruction by the Bank.
- p. *(Applicable to Business Account)*
In the event that the account holder debits any accounts maintained with the Bank to purchase Renminbi ("Debit Account for Renminbi Exchange") to effect Renminbi remittances and/or any other transactions and the account holder cancels the Renminbi remittance/other transaction instructions or the Renminbi remittance/other transaction instructions are rejected and/or returned, the Bank will convert the Renminbi back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the Debit Account for Renminbi Exchange without notice and the Bank is fully authorised to deduct any charges from the Debit Account for Renminbi Exchange. The account holder shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.

1.18 Where an account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the account.

Accounts with zero balances for such period of time as determined by the Bank from time to time may be closed by the Bank at the Bank's discretion.

- 1.19 The Bank may impose service fees, facility fees and/or other charges (including without limitation deposit charges on the credit balance of any account) from time to time as the Bank at its sole discretion thinks fit. The Bank's charges, as in effect from time to time, apply to all accounts and a list of such charges is available upon request at any branch of the Bank. The Bank reserves the right to, at any time and without notice, debit any one or more account(s) of the account holder maintained with the Bank for the purposes of settling these service fees, facility fees and/or other charges, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 1.20 The account holder agrees that the Bank may use one or more members of the HSBC Group or other third parties to assist the Bank in providing services to the account holder or fulfilling the account holder's requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to the Bank. Remuneration may also be payable by the Bank to members of the HSBC Group or other third parties where the account holder has been introduced to the Bank by them. Any such payment will not affect the amount of fees and charges payable by the account holder with respect to accounts held with or services rendered by the Bank.
- 1.21 The account holder shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by these Terms and Conditions. The account holder shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:
 - a. maintaining the accounts for the account holder;
 - b. providing services to or transacting with the account holder; and/or
 - c. a breach of any of these Terms and Conditions or any applicable laws and regulations by the account holder.
- 1.22 The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the account holder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the account holder or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.
- 1.23 The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the account holder's agreement. The account holder is not allowed to assign or transfer any of the account holder's rights or obligations to any person unless with the Bank's prior written agreement.
- 1.24 For company incorporated in Hong Kong or registered as an overseas company in Hong Kong, the Bank reserves the right to conduct search at the Companies Registry in respect of such company. Should there be any discrepancy between any search result and the information provided by such company, the Bank reserves the right (including but not limited) to decline account opening request from such company, or if such company has already opened an account(s) with the Bank, to require rectification of such discrepancy and/or limit the use of, suspend and/or terminate, such account(s).
- 1.25 The Bank reserves the right to suspend an account if the account holder fails to settle any fees and charges imposed by the Bank. The Bank may also terminate any account with prior notice (save under exceptional circumstances when termination may be made without notice) and with or without cause.
- 1.26 The account holder accepts that there will be a time lapse between submission of payment application/transaction request involving currency conversion and the processing of such application/request, and the prevailing exchange rates at the time of processing of such application/request (which may vary from the exchange rates at the time of submission) will apply to such application/request. Any exchange rate provided by the Bank at the time of submission of payment application/transaction request is for indication only, the actual exchange rate applicable will be the prevailing exchange rate at the time of processing of such application/request.

1.27 For any currency conversion involving Renminbi which arises out of a cross-border transaction (the "underlying transaction"), unless documentary evidence (including third party documents) is provided which satisfies the Bank that the underlying transaction is a cross-border merchandise trade transaction in accordance with all applicable laws, regulations or guidelines issued by the Hong Kong Monetary Authority (to which the Bank may be subject as an authorised institution participating in the Hong Kong Renminbi business) from time to time, the Bank will not recognise the underlying transaction as a cross-border merchandise trade transaction.

1.28 *(Applicable to Personal Account)*

For security reasons, the Bank reserves the right to, at any time and without prior notice, delay or not to process any banking instruction not submitted by the account holder in person.

1.29 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

1.30 Collection and Disclosure of Account Holder Information

a. Definitions

Terms used in this Clause 1.30 shall have the meanings set out below.

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

"**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 (i) any Laws or international guidance and internal policies or procedures, (ii) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (iii) Laws requiring the HSBC Group to verify the identity of its customers.

"**Connected Person**" means a person or entity (other than the account holder) whose information (including Personal Data or Tax Information) is provided by the account holder, or on the account holder'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 any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the account holder has a relationship that is relevant to the account holder'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.

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

"**Financial Crime Risk Management Activity**" means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that 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 (i) the opening, maintaining and closing of the account holder's accounts, (ii) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (iii) maintaining the Bank's overall relationship with the account holder, including marketing services or products to the account holder, 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 tax status of the account holder or a Connected Person.

"**Tax Information**" means documentation or information about the tax status of the account holder or a Connected Person.

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

b. Collection, Use and Sharing of Account Holder Information

This Clause 1.30(b) explains how the Bank will use information about the account holder and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the account holder and other individuals (the "**Notice**") also contains important information about how the Bank and the HSBC Group will use such information and the account holder should read this Clause in conjunction with the Notice. The Bank and members of the HSBC Group may use Account Holder Information in accordance with this Clause 1.30 and the Notice.

Account Holder 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 1.30 or the Notice.

Collection

(i) The Bank and other members of the HSBC Group may collect, use and share Account Holder Information. Account Holder Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the account holder directly, from a person acting on behalf of the account holder, 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 Account Holder Information (1) in connection with the purposes set out in this Clause 1.30 or Appendix 1 (applicable to Account Holder Information other than Personal Data), (2) as set out in the Notice (applicable to Personal Data) and (3) in connection with 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 account holder) ((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 Account Holder Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes) and Appendix 1 (applicable to Account Holder Information other than Personal Data).

The Account Holder's Obligations

(iv) The account holder agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Account Holder Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Account Holder Information from the Bank or a member of the HSBC Group.

(v) The account holder 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 1.30, Appendix 1, and the Notice (as may be amended or supplemented by the Bank from time to time). The account holder shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

- (vi) The account holder 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 Account Holder Information in the manner described in these Terms and Conditions. The account holder agrees to inform the Bank promptly in writing if the account holder is not able or has failed to comply with the obligations set out in (v) and (vi) in any respect.
- (vii) Where
 - the account holder or any Connected Person fails to provide promptly Account Holder Information reasonably requested by the Bank, or
 - the account holder or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Account Holder Information for the Purposes (except for purposes connected with marketing or promoting products and services to the account holder), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
 the Bank may:
 - (1) be unable to provide new, or continue to provide all or part of the Services to the account holder and reserve the right to terminate its relationship with the account holder;
 - (2) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
 - (3) block, transfer or close the account holder's account(s) where permitted under local Laws.

In addition, if the account holder fails to supply promptly the account holder'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 account holder or the Connected Person, including whether the account holder 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 to pay such amounts to the appropriate Tax Authority.

c. Financial Crime Risk Management Activity

- (i) Financial Crime Risk Management Activity may include: (1) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the account holder, or on the account holder's behalf; (2) investigating the source of or intended recipient of funds; (3) combining Account Holder Information with other related information in the possession of the HSBC Group; and (4) 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 status of the account holder 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 account holder'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 account holder or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the account holder 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 account holder acknowledges that the account holder is solely responsible for understanding and complying with the account holder's tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the account holder'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 account holder 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 account holder's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by the Bank or members of the HSBC Group.

e. Miscellaneous

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause 1.30 and those in or governing any other service, product, business relationship, account or agreement between the account holder and the Bank, this Clause 1.30 shall prevail.
- (ii) If all or any part of the provisions of this Clause 1.30 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 1.30 in that jurisdiction.

f. Survival Upon Termination

This Clause 1.30 shall continue to apply notwithstanding any termination by the account holder or the Bank or a member of the HSBC Group of the provision of any Services to the account holder, or the closure of any of the account holder's accounts.

1.31 (Applicable to Business Account)

If the account holder or a shareholder (whether direct or indirect, legal or beneficial) of the account holder is a company incorporated in a country that permits issuance of bearer shares, the account holder confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that the account holder or such shareholder will notify the Bank promptly if it issues or converts any of its shares to bearer form.

1.32 Sanctions (Applicable to Business Account)

- a. The account holder represents and warrants that none of the account holder, any of its subsidiaries, any director or officer or any employee, agent, or affiliate of the account holder or any of its subsidiaries is an individual or entity ("**Person**") that is, or is owned or controlled by Persons that are, (i) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities (collectively, "**Sanctions**"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.
- b. The account holder undertakes that it will not, directly or indirectly, use the funds in any account or any financing provided by the Bank, or lend, contribute or otherwise make available such funds to any subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person.

1.33 Third Party Rights

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

2. HONG KONG DOLLAR, UNITED STATES DOLLAR AND RENMINBI CURRENT ACCOUNTS

2.1 Cheque Book Security

Cheque books should be kept safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorised persons.

2.2 Cheque

A cheque book will be issued to the account holder on opening an account.

Cheques should be drawn in the currency of the account, that is, Hong Kong dollars, United States dollars or Renminbi (as the case may be).

When a signed cheque or a cheque book is lost or stolen, the account holder must immediately report such loss in writing to the Bank.

When cheques are sent through the post or otherwise, the words "OR BEARER" should be deleted and the cheque crossed.

Applications for a new cheque book may be made through the Bank's automated teller machines, internet banking service or PhoneBanking Service (as referred to below), or by any other means acceptable to the Bank. The Bank, may at its discretion, refuse to issue a cheque book.

The Bank shall, upon receipt of a cheque book application request, deliver the required cheque book to the account holder by post according to the address record kept by the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.

Upon receipt of a new cheque book, the account holder should verify the cheque serial numbers, account number and name of the account holder printed thereon as well as the number of cheques before use. Any irregularities should be promptly reported to the Bank.

The account holder should exercise care when drawing cheques to ensure its correctness and agrees that he/she will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The account holder should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

All cheques must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in conformity with the specimen signature registered with the Bank.

Any alteration on a cheque must be confirmed by the full signature of the drawer. The account holder acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

The account holder agrees that:

- a. cheques drawn by the account holder which have been paid may, after having been recorded in electronic or other form as determined by the Institution, 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 for the related currency and after this, they may be destroyed by the collecting bank or HKICL as the case may be;
- b. the Institution is authorised to contract inter alia with collecting banks and HKICL in accordance with the terms of paragraph (a); and
- c. he/she will be bound by the conditions printed on the inside cover of the cheque book and by other conditions in force.

2.3 Returned Cheques

The Bank reserves the right to return cheques with insufficient funds in account, technical error or any other reasons and to impose a service charge in respect of returned cheques.

2.4 Stop Payment Order

An account holder may only cancel (*countermand*) payment of a cheque by giving instructions (*the authenticity of which the Bank must be able to verify*) to the Bank clearly identifying the cheque in question by reference to its cheque number before the cheque has been paid. For clarification:

- a. if the account holder identifies the cheque in question by reference to other details in addition to the cheque number, the Bank shall not be responsible to ensure that other details correspond with the details of the cheque in question identified by number;
- b. if the account holder identifies the cheque in question by reference to other details instead of identifying the cheque number, the Bank shall not be required to take any action; however, the Bank may in its discretion and without responsibility follow such instruction; and
- c. if the account holder cancels (*countermand*) payment of a cheque by means of an instruction which cannot be verified by the Bank (*not limiting to by telephone or facsimile instructions*), the Bank shall not be required (*obliged*) to take any action; however, the Bank may in its discretion and without responsibility follow such instruction.

When the account holder cancels (*countermand*) payment of a cheque by means of an instruction to the Bank which cannot be verified by the Bank and regardless of whether or not the Bank acts on such instruction, the account holder shall immediately confirm such instruction to the Bank in writing and in a manner so that the Bank may verify the authenticity of such instruction. The Bank shall only be bound to follow the instruction once it is authenticated and shall not be liable for having followed the unauthenticated instruction should that instruction be incorrect (*erroneous*), false (*spurious*), unclear (*ambiguous*).

2.5 Withdrawals of USD Cash

Withdrawals of cash from United States dollar current accounts are not allowed except by the account holder and are subject to seven days' prior notice and availability of the currency in question. No cash cheques may be drawn on a United States dollar current account.

2.6 Renminbi Current Accounts

The operation of Renminbi current accounts, and the drawing of Renminbi cheques, are further subject to the Renminbi Current Account Rules applicable for the time being. In the event of any inconsistency between these Terms and Conditions and such Rules, the latter shall prevail.

2.7 e-Cheques

a. e-Cheques Services provisions - applicability and definitions

- (i) The provisions in this Clause 2.7 apply to the Bank's services relating to e-Cheques. The other provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 2.7. The provisions of this Clause 2.7 prevail if there is any inconsistency between them and the other provisions of these Terms and Conditions with respect to the e-Cheques Services.

- (ii) For the purpose of the e-Cheques Services, the following terms have the following meanings:

"**account holder**" means each account holder to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorised by the account holder to sign e-Cheques on behalf of the account holder from time to time.

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

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

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

"**e-certificate**" means a certificate recognised by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to 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). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

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

"**e-Cheque Drop Box Account**" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"**e-Cheque Drop Box Terms**" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"**e-Cheques Issuance Services**" and "**e-Cheques Deposit Services**" mean the services offered by the Bank to account holders from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "**e-Cheques Services**" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"**Industry Rules and Procedures**" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"**Payee Bank**" means the bank at which a Payee Bank Account is held.

"**Payee Bank Account**" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with 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 acceptable by the Bank from time to time for the purposes of e-Cheque Deposit Services.

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

b. Nature and scope of e-Cheques Services

- (i) The Bank may provide e-Cheques Services at the Bank's discretion. If the Bank provides e-Cheques Services to the account holder, the account holder may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, the account holder 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 account holder may also be required to sign forms and documents prescribed by the Bank from time to time.

- (ii) e-Cheques Issuance Services allow the account holder to issue e-Cheques drawn on the Bank, in accordance with Clause 2.7(c) below.

- (iii) e-Cheques Deposit Services allow the account holder and other persons to present e-Cheques (whether payable to the account holder 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 Deposit Channels offered by the Bank, in accordance with Clause 2.7(d) below.
 - (iv) The Bank may provide e-Cheques 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.
 - (v) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
 - (1) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (2) any maximum total amount or total number of e-Cheques which the account holder may issue in any specified period; and
 - (3) any fees and charges payable by the account holder for the e-Cheques Services.
- c. e-Cheques Issuance Services** (*Applicable to the account holder who maintains online internet banking profile with the Bank*)
- (i) Format of and steps for issuing an e-Cheque
 - (1) The account holder 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 account holder is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
 - (2) Each e-Cheque must be signed by the account holder (as payer) and by the Bank (as Payer Bank) with their respective digital signatures in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
 - (3) Where the account holder draws an e-Cheque on a joint account, the account holder is solely responsible for ensuring that the e-Cheque is digitally signed by such person(s) following such signing arrangement as authorised by the joint account holders for signing e-Cheques from time to time.
 - (4) Where the account holder is a corporation or any other entity, the account holder is solely responsible for ensuring that each e-Cheque is digitally signed on behalf of the account holder by such person(s) following such signing arrangement as authorized by the account holder for signing e-Cheques from time to time.
 - (ii) e-certificate
 - (1) The account holder'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.
 - (2) The account holder's digital signature on an e-Cheque may be produced by either a general purpose e-certificate or a specific usage e-certificate.
 - (3) If the Bank provides such services and the account holder chooses to produce the account holder's digital signatures by a general purpose e-certificate, the account holder is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 2.7(c)(ii)(1) above.
 - (4) 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 account holder's behalf. If the Bank provides such services and the account holder chooses to produce the account holder's digital signatures by a specific usage e-certificate, the account holder directs and authorises the Bank to:
 - (A) 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 account holder, and effect and produce the account holder's digital signatures on e-Cheques on the account holder's behalf as instructed by the account holder from time to time; and
 - (B) 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.
 - (5) In applying for a specific usage e-certificate for the account holder, the Bank is entitled to rely on the information provided by the account holder. The account holder 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 account holder, the account holder is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
 - (6) An e-certificate is issued by the relevant certification authority. The account holder is bound by the terms and conditions specified by that certification authority in relation to the account holder's e-certificate. The account holder is solely responsible for performing the account holder's obligations under those terms and conditions.
 - (7) (*Applicable to Business Account*)
Any person who is authorised by the account holder to use or administer the online internet banking profile maintained by the account holder with the Bank from time to time is authorised to accept the terms and conditions specified by the relevant certification authority for and on behalf of the account holder and the account holder agrees to be bound by such terms and conditions as accepted by such person on its behalf.
 - (iii) Sending e-Cheques to payees
 - (1) Once the account holder confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The account holder may download the e-Cheque file for delivery to the payee. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the account holder's behalf, if the Bank offers this service.
 - (2) The account holder should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on his behalf) to a payee unless the payee agrees to accept e-Cheques. The account holder is solely responsible for:
 - (A) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on his behalf) to a payee, informing the payee that the payee may agree or decline to accept the e-Cheque;
 - (B) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
 - (C) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on his behalf, if the Bank offers this service.
 - (3) The e-Cheque file will be regarded as having been delivered to the payee upon sending it by the Bank to the payee by electronic means using the payee's contact information provided by the account holder. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the account holder to check with the payee whether the payee has actually received the e-Cheque file, whether it is sent by the account holder or by the Bank.
 - (iv) 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 2.7(c)(i)(1) above and Clauses 2.7(e)(i) and 2.7(e)(ii) below, the account holder expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.
- d. e-Cheques Deposit Services**
- (i) 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 Deposit Channels provided by the Bank.
 - (ii) e-Cheque Drop Box Service
 - (1) The e-Cheque Drop Box Service is provided by the Clearing House. The account holder is bound by the e-Cheque Drop Box Terms in relation to the account holder's use of the e-Cheque Drop Box Service. The account holder is solely responsible for performing his obligations under the e-Cheque Drop Box Terms.
 - (2) In order to use the e-Cheque Drop Box Service, the account holder 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 account holder is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is his same-name account or an account other than his same-name account. The account holder is responsible for the presentment of all e-Cheques by the account holder or any other person using the account holder's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the account holder's same-name account).

- (3) 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 account holder. 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 account holder'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 account holder's e-Cheque Drop Box Account.
 - (4) 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 account holder 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 account holder or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- (iii) The Bank's Deposit Channels
- (1) The Deposit Channels are available in (A) the public website of the Bank and (B) the online internet banking profile maintained by the account holder with the Bank.
 - (2) Any e-Cheques presented using the Deposit Channels after the applicable daily cut-off time on a Business Day will be treated as having been received by the Bank on the next Business Day.
 - (3) After presentment of an e-Cheque using the Deposit Channels, there are other validations and procedures in relation to presentment, clearing and settlement of an e-Cheque and the acceptance by the Bank of an e-Cheque presented using the Deposit Channels itself does not guarantee clearing and settlement.
 - (4) The Bank will only credit to a Payee Bank Account such e-Cheques presented to the Bank using the Deposit Channels after verification and validation to the Bank's satisfaction, and the Bank's decision is final and binding on the account holder.
 - (5) The account holder shall ensure that an e-Cheque presented to the Bank using the Deposit Channels is complete, accurate, virus free and in a prescribed format acceptable to the Bank from time to time. The Bank has the right not to accept an e-Cheque presented to the Bank using the Deposit Channels without giving any reason.
 - (6) The Bank has the right to charge or vary the fees relating to the use of the Deposit Channels. The Bank will give the account holder prior notice of new fees or any variation of fees. The Bank may collect fees from the account holder in such manner and at such intervals as the Bank may specify.
 - (7) In addition to these Terms and Conditions, by using the Deposit Channels, the account holder will be considered to have accepted the applicable terms and conditions published on (A) the public website of the Bank and (B) the online internet banking profile maintained by the account holder with the Bank and will be bound by them.
 - (8) The Bank may specify or vary from time to time (A) the available Deposit Channels without notice; and (B) the terms governing the use of any Deposit Channel.

e. Handling of e-Cheques, associated risks and the Bank's liabilities

(i) Handling of e-Cheques

The account holder 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 account holder or payable to the account holder. Accordingly, the Bank is entitled to pay and collect e-Cheques for the account holder 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:

- (1) pay any e-Cheque drawn by the account holder on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- (2) collect any e-Cheque payable to the account holder by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(ii) Limitation of the Bank's liability

- (1) Except as set out in paragraph (2) below, the Bank is not liable for loss, damage or expense of any kind which the account holder or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the account holder or presented by the account holder or any other person using the Deposit Channels provided by the Bank to the account holder.
- (2) If it is proved that the events in paragraph (1) above was caused by negligence or wilful default of (A) the Bank, (B) the Bank's agents or nominees, or (C) the Bank's officers or employees or that of the Bank's agents or nominees, then the Bank will be liable for any loss and damage the account holder incurs or suffers that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- (3) For clarity, the Bank is not liable for loss, damage or expense of any kind which the account holder or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (A) use of the e-Cheque Drop Box Service by the account holder or any other person, or the e-Cheque Drop Box Terms;
 - (B) the account holder's failure to comply with his obligations relating to the e-Cheques Services, including his obligation to safeguard against issuance of e-Cheques by unauthorised persons;
 - (C) presentment of any e-Cheque issued by the account holder or payable to the account holder in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (D) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
 in no event will the Bank be liable to the account holder or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(iii) The account holder's confirmation and indemnity

- (1) The account holder accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The account holder accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
- (2) The account holder will indemnify and reimburse (A) the Bank, (B) the Bank's agents and nominees, and (C) the Bank's officers and employees and that of the Bank's agents or nominees for all actions, proceedings and claims which may be brought by or against the Bank or such persons, and for all losses, damages and reasonable amounts of costs and expenses which the Bank or such persons may incur or suffer as a result of or in connection with the account holder's use or the Bank's provision of the e-Cheques Services.
- (3) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (2) above was caused by negligence or wilful default of (A) the Bank, (B) the Bank's agents or nominees, or (C) the Bank's officers or employees or that of the Bank's agents or nominees, then the account holder is not liable under paragraph (2) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
- (4) The indemnity in Clause 2.7(e)(iii) shall continue after the termination of the e-Cheques Services, an account or these Terms and Conditions.

3. OTHER FOREIGN CURRENCY CURRENT ACCOUNTS

- 3.1** Cheque books will not be issued for current accounts denominated other than in Hong Kong dollar, United States dollar or Renminbi.
- 3.2** Withdrawal instructions should be given by letter or by means of an authentication cable or telex sent through bankers overseas.
- 3.3** No interest is payable on credit balances.
- 3.4** Withdrawals in foreign currency cash are subject to seven days' prior notice and availability of the currency in question.

4. SECURITIES ACCOUNTS / INVESTMENT SERVICES ACCOUNTS

- 4.1 The account holder agrees that the Bank may accept any rebate or reallowance from any stockbrokers, underwriters or fund houses engaged in the purchase or sale of any securities or other assets for the account holder.
- 4.2 The account holder agrees that securities and other assets held in the account holder's account may be held by the Bank or by its agents at the Bank's discretion.

5. PHONEBANKING SERVICE (*applicable to account holder who has subscribed for or otherwise utilises the Bank's Phonebanking Service*)

5.1 Definitions

In this Clause 5, unless the context otherwise requires:

"Account", in this Section 5, includes not only a bank account, but also a credit card account.

"Account holder", in this Section 5, includes not only the account holder of a bank account, but also a Cardholder.

"Authorised Phonebanking Service User" means the person who is authorised by the account holder to use the Phonebanking Service and shall include the account holder.

"Cardholder" (including Additional Cardholder) means the person issued with one or more credit card(s) by the Bank.

"Credit Account" means any account maintained with the Bank for the time being to which funds are credited using the Phonebanking Service.

"Debit Account" means any account maintained with the Bank for the time being from which funds are debited using the Phonebanking Service.

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

"Phonebanking PIN" means the PIN designated specifically for or otherwise accepted by the Bank for use with Phonebanking Service.

"Phonebanking Service" means the services offered by the Bank through which an Authorised Phonebanking Service User can utilise to access and/or operate an account holder's account(s) and card(s) and to enjoy such banking and other services as shall be offered thereunder from time to time.

5.2 Service Scope

The Bank will 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, in 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, without limitation, the use of direct mailing material, advertisement or branch display.

5.3 Limitations on Liability and Indemnity

The Bank is authorised to act on the instructions of each Authorised Phonebanking Service User given 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 in its sole discretion believes emanate from the Authorised Phonebanking Service User by the use of the Phonebanking PIN and the Bank shall not be liable for acting in good faith from telephone instructions which emanate from unauthorised 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 Phonebanking PIN strictly confidential at all times and that shall include, without limitation, not disclosing the Phonebanking 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 Phonebanking PIN in any place or manner. The Authorised Phonebanking Service User shall report to the Bank immediately upon losing the Phonebanking 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 pre-arranged 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 decided 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 a transaction. Such confirmed exchange rate or interest rate, if accepted by the Authorised Phonebanking Service User through the 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 is 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 Accountholder shall keep the Bank indemnified at all times against, and to save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or 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 wilful default of the Bank and such indemnity shall continue notwithstanding the termination of the Phonebanking Service or any account(s), card(s) or banking service(s) accessible via the Phonebanking Service;
- 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 Debit Account(s), the Credit Account(s) and any other account(s) concerned;
- i. the account holder shall notify the holder(s) of the Credit Account(s) and the Debit Account(s) or such other account(s) not being 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 in respect of an account or a card, 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;
- 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 the 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; and
- l. an accountholder shall notify the Bank should a Debit Account be converted to a joint account with joint signing mandate and the Bank reserves the right to exclude such an account from the Phonebanking Service.

5.4 Rights of the Bank

- a. The Bank reserves the right to impose service fees and/or other charges from time to time in relation to this Phonebanking Service as the Bank shall in its absolute discretion think fit.
- b. The Bank reserves the right to at any time suspend or terminate the Phonebanking Service with or without cause and with or without notice.

5.5 Other Applicable Terms

- a. All agreements, terms and conditions governing the respective accounts, cards, services and products offered under or otherwise covered by the Phonebanking Service at any time and from time to time will continue to apply unless otherwise advised by the Bank. In the event that such agreements, terms and conditions are inconsistent with this Clause 5, the provisions set out in this Clause 5 will prevail to the extent of the inconsistency.
- b. Where the account holder is a personal customer who has signed up for or has been provided with the Account-level Phonebanking Service offered by the Bank prior to 14 December 2008 and continues to utilise the same without converting to the Customer-level Phonebanking Service offered by the Bank on or after 14 December 2008 or a non-personal customer, all references to and in connection with credit card(s), including, without limitation, "credit card account" and "Cardholder" in this Section 5 shall for all purposes be excluded and this Section 5 shall be construed accordingly when being applied to such account holder.

6. DROP & GO COUNTER SERVICE (*applicable to account holder who uses the Bank's Drop & Go Counter Service*)

6.1 Service

- a. The Drop & Go Counter Service allows the account holder to conduct certain banking transactions by submitting the applicable documents and relevant items at designated "Drop & Go Counters" of the Bank for processing by the Bank in accordance with its normal procedures relating to the Drop & Go Counter Service.
- b. The account holder must ensure and hereby undertakes that all documents and items submitted under the Drop & Go Counter Service are complete, accurate and duly signed where applicable.
- c. The scope of the Drop & Go Counter Service shall be as determined and notified (via such means of communication as the Bank shall decide) by the Bank from time to time and may include, but not necessarily and among other things, the deposit of Hong Kong dollar banknotes, coins, and the submission of telegraphic transfer applications.
- d. The account holder shall utilise the Drop & Go Counter Service in accordance with its governing terms and conditions and such other instructions, guidelines and directions that the Bank shall issue from time to time.

6.2 Deposits

Where the Drop & Go Counter Service allows for the deposit of banknotes, coins and cheques (collectively "Deposits" and each a "Deposit"), the following terms shall apply:

- a. the Bank shall accept responsibility for the banknotes, coins and cheques after the Bank has received, checked and verified the same;
- b. the Bank will only credit the Deposits into the designated account(s) after the banknote(s), coin(s) and/or cheque(s) concerned have been counted, checked and verified by the Bank in accordance with its practice and which shall be final, conclusive and binding on the account holder; and
- c. in case of discrepancy between the amount specified in the pay-in slip and the amount of banknote(s), coin(s) and/or cheque(s) submitted (as counted, checked and verified by the Bank) or if any banknote(s), coin(s) and/or cheque(s) submitted is/are not accepted by the Bank for any reason including, without limitation, in cases where the banknote(s) or coin(s) is/are suspected to be counterfeit, the Bank is only required to credit the amount of banknote(s), coin(s) and/or cheque(s) as counted, checked, verified and accepted by the Bank to the designated account(s) and which shall be final, conclusive and binding on the account holder.

6.3 Others

- a. The account holder shall indemnify the Bank against all loss, damages, claims, proceedings, liabilities, costs (including legal costs on a full indemnity basis) and expenses as shall be reasonably incurred or suffered by the Bank arising out of or in connection with the provision of the Drop & Go Counter Service by the Bank and/or the use thereof by the account holder.
- b. The Bank shall not be liable for any loss, damages or expenses suffered by the account holder arising from its failure or delay in providing the Drop & Go Counter Service and/or the use of the Drop & Go Counter Service by the account holder including, without limitation, any delay in respect of its processing of the documents and items submitted under the Drop & Go Counter Service, including, without limitation, any delay in the counting, checking, verification and acceptance of the banknote(s), coin(s) and/or cheque(s) submitted or the crediting thereof to the designated account(s) or any partial completion of or failure or inability to act on any of the account holder's instructions or directions in respect thereof for whatever reasons not due to the Bank's gross negligence or willful default including for reasons outside the Bank's reasonable control. The Bank shall not be liable for any loss of profits, or any indirect or consequential loss, damages or expenses.

APPENDIX 1

The following terms supplement Clause 1.30 and relate to the use, store, process, transfer and disclosure of Account Holder Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in Clause 1.30 of these Terms and Conditions.

USE OF ACCOUNT HOLDER INFORMATION OTHER THAN PERSONAL DATA

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

- a. considering applications for Services;
- b. approving, managing, administering or effecting Services or any transaction that the account holder requests or authorises;
- c. meeting Compliance Obligations;
- d. conducting Financial Crime Risk Management Activity;
- e. collecting any amounts due from the account holder and from those providing guarantee or security for the account holder's obligations;
- f. conducting credit checks and obtaining or providing credit references;
- g. enforcing or defending the Bank's or a member of the HSBC Group's rights;
- h. meeting internal operational requirements of the Bank or the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- i. creating and maintaining the Bank's credit and risk related models;
- j. ensuring ongoing credit worthiness of the account holder and of those providing guarantee or security for the account holder's obligations;
- k. marketing, designing, improving or promoting Services or related products to the account holder (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- l. determining the amount of indebtedness owed to or by the account holder and by those providing guarantee or security for the account holder's obligations;
- m. 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;
- n. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- o. meeting any obligations, demand or request from Authorities;
- p. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the account holder to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- q. maintaining the Bank's or the HSBC Group's overall relationship with the account holder; and
- r. any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF ACCOUNT HOLDER 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 Account Holder Information (other than Personal Data) to all such persons as the Bank may consider necessary (wherever located) including:

- 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 account holder, 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 account holder has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group for the account holder);
- 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; and
- g. any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the HSBC Group.

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

香港上海滙豐銀行有限公司

一般條款及細則（個人獨立戶口、聯名戶口及商業戶口持有人適用）

注意：在適用時，戶口持有人可指眾數。

下列一般條款及細則適用於香港上海滙豐銀行有限公司（下稱「本行」）所有戶口。此外，本行亦有適用於特別戶口的特定條款，其副本可向本行任何分行索閱。

1. 一般條款（適用於所有戶口）

- 1.1** 本行與戶口持有人基本上為債務人與債權人的關係，但會因應本行所提供的服務類別而產生不同的關係，例如在提供保管服務上，本行與客戶的關係為託管人與委託人。
- 1.2** 如戶口持有人中任何一人或多於一人：
- a. 要求提供有關戶口的資料，或本行隨時及不時全權酌情決定，本行都獲授權可以不同形式及方式及至不同程度上向該等戶口持有人提供此等資料；
 - b. 每名戶口持有人均受本條款及細則或其他有關條款約束。即使（i）任何其他擬受此等條款及細則約束的人士並不受約束或（ii）由於欺詐、偽造或其他原因（無論本行是否得悉有關情況）令此等條款及細則可能無效或無法對任何一名或多名戶口持有人執行；
 - c. 本行有權與戶口持有人中任何一人分別處理任何事宜包括（i）在任何程度上變更或解除任何責任及（ii）給予時間或其他方面的通融或與戶口持有人中任何一人另作安排而不損害或影響本行對其他人士的權利、權力及補償；
 - d. 若戶口持有人中的任何一人均獲授權單獨運作戶口，本行獲授權履行任何一名此等戶口持有人發出與戶口有關的指示包括可不受限制發出有關取消戶口的指示，除非與本行另行協議或依照本行列明的規定。如戶口持有人中任何一人接納任何規限本行就戶口所提供的任何服務的條款，則每名及全部戶口持有人將當作已接納該條款，並因此受該等條款所約束；及
 - e. 就有關預先發出指示的交易而言，本行會於指定日期按本行日常運作及程序執行該指示，而本行會以在執行該指示前最後收到戶口持有人於該指示發出有關的指示為準。

如戶口持有人為公司、合夥、社團、會，或類似的經營，本行可全權決定，提供戶口的任何或有關資料給其中一位或多位董事或合夥人或本行認同的其他管理戶口持有人的團體的成員，無論此人（等）是否授權簽署戶口或其於戶口上的簽署權限。

本行保留權利收取因提供此戶口資料的行政費用。

- 1.3** 戶口持有人同意，本行對其所負債務將不超過經扣除由本行持控的任何結欠或提撥戶口持有人對本行所負各種形式債務的總額後，本行仍欠戶口持有人的淨金額，無論該等債務為實有、現有、將有、遞延、或有、基本性、擔保性、個別性、聯同性或其他（合稱「戶口持有人的總負債」）。在不損以上條文的總括性前提下，並除去本行對任何戶口所可能擁有的一般性扣置權、抵銷權或其他因持有抵押而產生的權利之外，戶口持有人同意，如戶口持有人的總負債相等或超過本行對其所負的債務，本行有絕對全權並毋須給予戶口持有人通知，於本行對戶口持有人的任何負債到期付還或其要求償還時予以拒絕。如本行就對戶口持有人的任何負債行使此項權利，有關的債務將大體按照本行行使此項權利前的條款或依本行視當時情況而認為適當的其他條款而列為未付賬項，惟本行可隨時毋須給予戶口持有人通知而將其任何或全部結存或其在本行任何或全部戶口的結存與戶口持有人總負債的任何部分或全部合併。如屬個人戶口持有人，則本行在此條款及細則下的權利不會因戶口持有人的死亡或法律上無行為能力而受影響。

本行保留權利僱用收數代理機構及第三者代收戶口持有人的任何欠款或逾期未付的款項。戶口持有人須承擔本行因催繳、追收、提出控訴或追討該等欠款或逾期未付的款項而支付的任何合理費用及開支包括但不限於律師費、僱用收數代理機構（及該等其他第三者）代收而需支付的收賬費或其他開支。

- 1.4** 戶口持有人應以本行不時規定或接納的方式，包括但不限於用書面、傳真、電報、電話、或透過自動櫃員機銷售點終端機，或其他電子方式或媒介及／或其他方式或媒介發出指示或通訊。
- 1.5** 在提供服務的過程中，本行（或其代理人）可能需要（但非必要）以錄音記錄戶口持有人的口頭指示及／或戶口持有人與本行（或其代理人）在該服務過程中的任何對話。本行保留權利，在本行認為適當的一段時間之後銷毀錄音紀錄。
- 1.6** 本行保留將已有縮微攝影／掃描的任何有關的戶口文件銷毀的權利，並可在本行認為適當的一段時間之後銷毀縮微膠券／掃描紀錄。
- 1.7** 如戶口持有人已設立的直接付款授權的戶口連續三十個月內未有根據該授權而作出過賬的紀錄，本行保留權利取消該直接付款安排而毋須另行通知有關戶口持有人，即使該授權書並未到期或未有註明授權到期日。
- 1.8** 凡存入支票及其他貨幣工具（統稱「票據」），包括以任何方式或媒介存入，戶口持有人在存入票據前，須確保所報稱的資料正確無誤，包括但不限於已在票據填妥日期及簽署、金額的大寫與數字須相符。當戶口持有人存入票據時，須要告知本行、填寫或輸入票據的詳細資料，並同意確保所告知、填寫或輸入的資料準確及完整為其責任，而本行有權根據該等資料發出收據。所發出的收據，無論作任何用途，仍須待本行按日常程序核實後方能作實。若存入的票據與本行的核實結果不符，本行的核實結果為最終決定，並對戶口持有人具約束力，而本行有權調整有關的戶口，按情況在戶口中扣取或退還票據。凡已入賬的匯款、支票及票據，仍須待本行收妥款項後方能作實，而本行有權在收妥款項後才完成過戶程序。倘任何支票及貨幣工具其後退回或只有部分被收妥或其金額最終無法收到，無論任何原因，本行保留在有關戶口內扣取適當款項的權利。
- 1.9** 作為常行指示受款人的戶口持有人，同意款項雖已入賬，但仍須視乎常行指示付款人的最後付款，並同意若因付款人的戶口情況（如：付款人未備有足夠款項以支付常行指示），該常行指示後來遭退回，本行有權由受款人戶口內照數扣除該入賬。
- 1.10** 除非另有要求，否則本行將每月提供戶口結單。若戶口在有關時期內全無進支紀錄，戶口結單將不予提供。

戶口持有人同意審核本行所提供的戶口結單，檢查有否出現無論任何原因（包括但不限於偽造、冒簽、詐騙、未經授權交易或戶口持有人或任何其他人士的疏忽）而引致的任何錯漏、偏差、未經授權扣款或其他交易或入賬（統稱「錯失」）。

戶口持有人亦同意戶口結單是本行與戶口持有人之間就其戶口結餘方面的確實證明，而戶口持有人將受戶口結單的約束，並將視為已同意豁免任何就該結單而向本行提出反對或追討賠償的權利，除非戶口持有人在：

- a. 專人向其送遞戶口結單（如以專人送遞方式發送）；或
- b. 本行寄出戶口結單（如以郵寄方式發送）；或

- c. 本行以電郵方式發出戶口結單（如以電郵方式發送）；或
- d. 本行將戶口結單存放於戶口持有人的個人網上理財戶口（如有提供）；或
- e. 本行將戶口結單存放於戶口持有人的商務「網上理財」戶口（如有提供）

之後的 90 天內，以書面知會本行任何錯失。

- 1.11** 戶口持有人保證其所提供予本行的資料（無論在戶口開戶書或其他文件中）就其所知均屬正確，並同意本行有權使用有關資料紀錄（包括但不限於地址、電話號碼、電郵地址及傳真號碼（統稱「聯絡資料」），作為與戶口持有人通訊之用（無論是透過書面、電話、SMS 短訊、傳真、電子郵件或其他方式）。戶口持有人承諾就該等資料的任何更改（以本行不時指定或認可的方式）通知本行。凡以戶口持有人最後於本行登記的任何一項或多項聯絡資料向戶口持有人發送的所有通訊，得視為已正式送達戶口持有人。如本行根據戶口持有人最後於本行登記的一項或多項聯絡資料向戶口持有人發出的通訊但不能送達戶口持有人，本行可全權決定不再按照有關聯絡資料陸續發出通訊（包括但不限於戶口結單、出入賬通知書及其他通訊）。戶口持有人如有需要，可以書面要求本行提供戶口結單及／或其他作為戶口交易證明文件的副本，而是項服務須按本行的規定收取手續費。

就商業戶口而言，商業戶口持有人進一步承諾就董事、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。

- 1.12** 如本行未能在本行不時訂定的截數時間前收到存入戶口的匯入匯款（無論是港幣或其他貨幣）的付款通知書，則該筆匯款或許不能即日存入有關戶口。該筆匯款未確實存入有關戶口前，將不獲計算利息。

- 1.13** 倘聯名戶口持有人、受權簽署人或董事（如戶口持有人為一家公司）之間出現任何爭執，本行有權將所持有的任何授權書視為暫停生效。此外，若本行認為或有理由懷疑：

- a. 本行並無持有有效的戶口授權書；或
- b. 戶口持有人（以受託人身份持有戶口者除外）並非戶口結餘或戶口所持其他資產的真正擁有人，

則本行有權暫停該戶口持有人全部或任何戶口的運作，直至本行認為適當的時間為止。

- 1.14** 本行可隨時全權修訂本條款及細則及本行所提供的服務的有關條款。有關修訂將在本行各分行以張貼告示或其他方式預先通知戶口持有人。如戶口持有人並未於該段通知期結束前取消其戶口或該等服務，將被視為同意該等修訂。

- 1.15** 有關經由香港美元結算系統交收或結算的美元銀行交易賬項，戶口持有人：

- a. 確認美元結算系統會依據不時修訂的美元交換所規則及其中提及的美元操作程序運作；
- b. 同意香港金融管理局毋須對戶口持有人或其他人士由於下列原因直接或間接引致的任何類型或性質的索償、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分時所作出或沒有作出的任何事情；
 - (ii) 在不違反上述（i）節的情況下，任何有關或根據不時修訂的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、通知或批准。

- 1.16** 客戶接受外幣支票作為交易的付款或結賬方式可能會涉及風險。一些國家設有處理結算或託收支票的法例，即使已經結算並已支付給收款人的結算或託收支票，亦有可能被退回。例如，由美國銀行支付的支票，支付銀行如在隨後的六年內發現該支票為冒簽或被冒改，將有權要求收款人退還款項。如為美國國庫支票，可能不設退款期限。本行有權要求存款戶口持有人退還任何被退回或需退款支票的款項。不論該支票是託收票或由本行購買，這追索權在上述退款期限內均為有效。本行根據下列條款及細則接受客戶存入任何外幣支票：

- (i) 在承兌由海外銀行支付的支票時，本行保留決定購買或託收其中任何支票的權利。如購買支票，本行會按當時的買入價承兌，立即將款項存入存款戶口並寄發通知書給存款戶口持有人；如被退票，本行會向存款戶口持有人追回有關款項。此外，本行於購買支票時，會考慮海外銀行結算有關支票所需的時間，並視乎情況而規定客戶必須在支票存入其戶口後的一段時間，才可提取有關款項。為確認此項交易，本行會在寄給存款戶口持有人的存款通知書中說明該段指定時間。
- (ii) 如本行託收支票，本行會根據列載於國際商會刊物第 522 號的規則辦理。待海外銀行支付支票款項後，才將有關款項存入存款戶口。
- (iii) 如本行所購買的支票被退回或所託收的支票其後根據適用的法律及規例所定，需要退還或退款，則本行會由存款戶口支取有關款項，金額將按本行當行的賣出價或原本的買入價計算（以較高者為準），另加任何有關費用。
- (iv) 如海外銀行徵收任何費用，本行會由存款戶口支取有關款項，並寄發通知書給存款戶口持有人。
- (v) 凡於本行不時訂定的截票時間後收到的支票，將於下一個營業日處理。「營業日」指銀行在香港開放營業的日子（星期六、日及公眾假期除外）。

- 1.17** 下列條款及細則適用於所有戶口持有人向本行發出的電匯（TT）或跨行轉賬（RTGS）的申請，（包括但不限於透過分行服務、電話理財服務、網上理財服務或其他方式或媒介發出指示），戶口持有人同意如下：

- a. 本行有權按本行的發送安排處理電匯／跨行轉賬的申請；
- b. 本行得隨意用文字或密碼發送電匯／跨行轉賬，如電訊遺失、延誤、錯誤、遺漏或毀壞，或於接獲時有所誤解，本行毋須承擔任何責任；
- c. 除非另有指示，否則電匯／跨行轉賬將以受款國的貨幣交付；
- d. 本行只能決定本行電匯／跨行轉賬的有關費用的處理方式。如戶口持有人要求支付有關的海外或其他銀行的費用，本行會將此要求通知代理銀行。受款人能否收取全數付款，則受有關代理銀行或受款銀行的付款慣例限制，非本行所能控制。本行毋須就該等限制承擔責任；
- e. 如因操作情況所需，本行有權於戶口持有人指定地點以外的其他地點支付此電匯／跨行轉賬；
- f. 如本行未能提供一確定的匯率報價，會以臨時匯率辦理電匯／跨行轉賬，並在確知實際匯率時作出調整。任何臨時匯率與實際匯率之間的差額，得視當時情況在戶口持有人的戶口中扣除或歸還；
- g. 本行匯款部於截數時間（由本行不時訂定）前收到匯款申請，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形下，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，方能處理有關申請；

- h.** 如電匯／跨行轉賬須於指定日期辦理，戶口持有人應在電匯／跨行轉賬申請書中清楚註明此辦理日期。如戶口持有人未能清楚註明，本行得自行安排處理時間；
- i.** 即日收款的電匯／跨行轉賬申請，須受目的地所在地區的截數時間和結算銀行所要求的付款安排限制。如因該等限制而引致戶口持有人的戶口於收款日前被扣除付款金額，本行毋須就該等限制而引致的任何利息支出或損失承擔責任；
- j.** 本行毋須知會戶口持有人：
 - 有關受款國當地法律或規例所實施的外匯管制或其他類似限制，亦毋須就匯款因該等管制及限制而引致的任何損失或延誤承擔責任。戶口持有人應自行查詢有關的規定；
 - 有關海外銀行或其他銀行可能收取的費用，亦毋須就不能提供此項資料承擔責任；
- k.** 如收款人並無在滙豐集團海外分行開有戶口，本行或其代理銀行得保留權利，根據受款國當地的習慣或認可的銀行慣例，用電匯／跨行轉賬以外的方式交付該款項，本行毋須就此知會戶口持有人。如因採用該付款方式而引致延遲支付付款，而該延誤又非本行或其代理銀行所能控制，則本行及其代理銀行毋須負任何責任；
- l.** 本行有權在任何情況下不處理或拒絕有關電匯／跨行轉賬申請而不需給予任何理由；
- m.** 若本行認為戶口持有人的戶口符合以下情況，本行有權毋須給予通知而不處理有關電匯／跨行轉賬申請：
 - 扣款戶口存款不足；或
 - 電匯／跨行轉賬申請書中的資料不正確、不完整、不清晰；或
 - 該電匯／跨行轉賬違反有關法律或規則；或
 - 本行不能接納戶口持有人額外加上的特別指示。

如因以上任何原因導致電匯／跨行轉賬延誤、拒收、退回或由於本行延誤處理或決定不處理電匯／跨行轉賬申請而引致損失，本行毋須承擔任何責任。本行有權從該款項中或戶口持有人的戶口扣取有關海外銀行或其他銀行可能收取的費用；

- n.** 為遵守有關打擊洗黑錢和恐怖分子籌資活動的規定及／或國際條例，本行在進行電匯／跨行轉賬交易時，可能有需要透露有關戶口持有人的個人或其他客戶資料，包括但不限於扣款賬戶號碼（如適用）和戶口持有人的姓名、地址及其他獨有的資料（如出生日期或個人／公司身分證明號碼）。戶口持有人在此授權本行（和任何相關代理銀行）向本行（或如適用，任何相關代理銀行）認為有需要的任何相關代理銀行，付款人或其他適當監管機構作出此等披露；及
- o.** 本行會盡可能在合理的商業情況下處理已收到的止付指示，但本行不能保證有關止付指示可成功執行。由於執行止付指示需時，所以在戶口持有人要求止付電匯（TT）或跨行轉賬（RTGS）時，止付指示的結果均不能即時確定，無論有關款項是否已從戶口持有人的戶口中扣除。本行會在收到止付指示後的 24 小時之內，盡力在合理的商業情況下通知戶口持有人止付指示的結果。儘管本行收到戶口持有人的止付指示，本行並不會就未能成功阻止電匯（TT）或跨行轉賬（RTGS）匯出而導致戶口持有人或其他人士的損失負任何責任。
- p.** *（商業戶口適用）*
如戶口持有人從任何戶口持有人在本行持有的戶口扣賬兌換人民幣（「人民幣兌換支賬戶口」）作人民幣匯款及／或其他交易，並取消該人民幣匯款／其他交易的指示或人民幣匯款／其他交易的指示被拒收及／或退回，本行會將人民幣兌換回原本貨幣並按本行的當行買入價或原本的賣出價計算（以較低者為準），存入人民幣兌換支賬戶口而毋須給予通知及本行可從人民幣兌換支賬戶口扣除任何收費。戶口持有人須負責由此引致的所有損失、成本、支出及任何收費。

1.18 倘任何戶口於本行所定義的一段時間內全無進支紀錄（請聯絡本行查詢不同戶口類別的無進支紀錄時間），本行有權限制戶口的使用或修改使用戶口的條件。

戶口結餘若在本行不時決定的期間內為零，本行可自行決定將之取消。

1.19 本行有權自行決定不時向客戶徵收服務費用、貸款費用及／或其他費用（包括在任何情況下向有結存的戶口收取存款費用）。上述的收費適用於所有戶口。有關收費細則可向本行各分行索取。本行保留權利可隨時毋須給予戶口持有人通知而扣除戶口持有人在本行的任何戶口以支付應由戶口持有人支付的服務費用、貸款費用及／或其他費用，而毋須理會支款戶口是否有足夠款項、透支或信貸，而由此引起透支或動用信貸額將按當時的利率計息及收費。

1.20 戶口持有人同意，滙豐集團旗下一家或多家成員公司或其他第三方可協助本行向戶口持有人提供服務，或履行戶口持有人的要求。此等公司可就提供予本行的服務，收取任何性質的報酬（無論是收費、佣金、回贈或其他付款）。倘戶口持有人經滙豐集團成員或其他第三方介紹予本行，本行亦可向彼等支付報酬。此等報酬不會影響戶口持有人因在本行持有戶口或獲得本行提供服務而應繳的費用及收費金額。

1.21 戶口持有人需遵守條款及細則內不時生效的一切有關戶口活動或交易的法律和規則。戶口持有人需賠償本行由於以下原因而引致的所有責任、損失、成本費、支出及收費（無論是由各種稅項所引致的收費或其他）：

- a.** 為戶口持有人保存戶口；
- b.** 對戶口持有人提供服務或進行交易；及／或
- c.** 戶口持有人違反任何條款及細則或任何可適用的法律和規則。

1.22 如僅由於本行合理控制範圍以外的因素，包括任何機件故障或失靈，而導致本行延遲或無法向戶口持有人提供任何銀行機件，或其他設施或服務，本行概不負責。無論在任何情況下，戶口持有人或任何第三者因此而引起或與此相關的任何間接或最終損失，本行亦概不負責。

1.23 本行可隨時將本條款及細則規定的權利及義務全部或部分轉讓或轉移至任何人士而毋須戶口持有人同意。除非本行事先書面同意，戶口持有人不得將其權利或義務轉讓或轉移至任何人士。

1.24 對於在香港成立或於海外成立並於香港註冊的公司，本行有權向公司註冊處查察有關該公司的資料，如查察結果與該公司提供的資料不符，本行保留權利（包括但不限於）不接受該公司的開戶申請，或在戶口開設後，要求更正不符資料，及／或限制該戶口的運作及／或暫停／終止該戶口。

1.25 戶口持有人如未繳付任何應付的收費，本行將保留權利暫停其戶口。無論是否有原因，本行可預先通知客戶終止其戶口（在特別情況下，本行或會自行終止客戶的戶口而毋須預先通知）。

1.26 戶口持有人明白本行不能即時處理涉及外匯兌換的付款申請／交易指示，並接受本行會以處理付款申請／指示當時的現行匯率處理該付款申請／指示，而實際匯率可能與戶口持有人發出申請／指示時的匯率有所差異。本行於戶口持有人發出申請／交易指示時所提供的任何匯率只供參考，實際匯率以處理該申請／指示當時的現行匯率為準。

1.27 就任何跨境交易（「該交易」）而進行的人民幣兌換而言，除非本行收到令本行滿意的文件證明（包括第三者的文件），顯示根據所有適用的法例、規例或由香港金融管理局不時發出而本行作為在香港提供人民幣服務的認可機構必須遵從的指引，該交易屬跨境貨物貿易，否則本行將不會視該交易為跨境貨物貿易。

1.28 （適用於個人客戶）

基於保安理由，本行保留權利隨時延遲或拒絕處理並非由戶口持有人親身遞交的任何銀行指示，而毋須給予預先通知。

1.29 本條款及細則受香港特別行政區法律所管轄，並按其詮釋。

1.30 收集及披露戶口持有人資料

a. 定義

出現於本第 1.30 條的詞語有下列涵義。

「**戶口持有人資料**」指所有或任何有關戶口持有人或關連人士的下列各項（如適用）：(i) 個人資料，(ii) 關於戶口持有人、戶口持有人的戶口、交易、使用本行產品及服務，及戶口持有人與滙豐集團關係的資料，及 (iii) 稅務資料。

「**權力機關**」包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「**合規責任**」指滙豐集團要遵守下列各項的責任：(i) 任何法律或國際指引及內部政策或程序，(ii) 權力機關的任何要求或法律下申報、披露或其他責任，及 (iii) 要求滙豐集團核實其客戶身分的法律。

「**關連人士**」指戶口持有人以外的人士或單位，而其資料（包括個人資料或稅務資料）由戶口持有人（或戶口持有人代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。**關連人士**可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、戶口持有人的代表、代理或代名人，或與戶口持有人建立了關係的任何其他人士或單位，而該關係關乎戶口持有人及滙豐集團的關係。

「**控制人**」指控制單位的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人士。就非信託單位而言，指處於相等或類似控制位置的人士。

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或規避或違反有關此等事宜的任何法律的任何行為或意圖。

「**金融罪行風險管理活動**」指本行或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

「**滙豐集團**」一併及分別地指滙豐控股有限公司、其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「**滙豐集團成員**」具有相同涵義。

「**法律**」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於本行或滙豐集團成員的協議或條約。

「**個人資料**」指任何與一名個人有關的資料而從該等資料可確定該名個人的身分。

「**服務**」包括 (i) 開立、維持及結束戶口持有人的戶口，(ii) 提供信貸融資及其他銀行產品及服務、處理申請、信貸及資格評估，及 (iii) 維持本行與戶口持有人的整體關係，包括向戶口持有人促銷服務或產品、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單位多於 10% 的利潤或權益的任何個人。

「**稅務機關**」指香港或外地稅務、納稅或金融機關。

「**稅務證明表格**」指稅務機關或本行為確認戶口持有人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**」指關於戶口持有人稅務狀況或關連人士稅務狀況的文件或資料。

凡提及單數則包括複數，反之亦然。

b. 收集、使用及分享戶口持有人資料

本第 1.30(b) 條解釋本行如何使用關於戶口持有人及關連人士的資料。適用於戶口持有人及其他個人的關於個人資料（私隱）條例的通知（前稱關於個人資料（私隱）條例的客戶通知）（簡稱「**個人資料通知**」）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。戶口持有人應一併閱讀本條款及個人資料通知。本行及滙豐集團成員可按本第 1.30 條及個人資料通知使用戶口持有人資料。

戶口持有人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 1.30 條或個人資料通知所載作出披露。

收集

(i) 本行及其他滙豐集團成員可收集、使用及分享戶口持有人資料。本行或本行代表或滙豐集團代表可要求提供戶口持有人資料。戶口持有人資料可直接從戶口持有人、或從代表戶口持有人的人士或其他來源（包括公開資料）收集，亦可與本行或其他滙豐集團成員可獲取的其他資料產生或組合。

使用

(ii) 本行及滙豐集團成員可為下列用途使用、轉移及披露戶口持有人資料：(1) 按本第 1.30 條或附錄 1（適用於戶口持有人資料中的非個人資料）所載的用途，(2) 按個人資料通知（適用於個人資料）所載，及 (3) 為任何用途（不論是否有意對戶口持有人採取不利行動）而把戶口持有人資料與本行或滙豐集團持有的任何資料進行核對〔(1) 至 (3) 統稱「**用途**」〕。

分享

(iii) 本行可因應需要及適當的用途向下列人士轉移及披露任何戶口持有人資料：(1) 個人資料通知所載的接收者，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（適用於戶口持有人資料中的非個人資料）所載的接收者。

戶口持有人的責任

(iv) 不時提供予本行或滙豐集團成員的戶口持有人資料如有任何變更，戶口持有人同意從速（在任何情況下於 30 天內）以書面通知本行。戶口持有人亦同意從速回覆本行或滙豐集團成員就提供戶口持有人資料的任何要求。

- (v) 戶口持有人確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意）其已被或會被提供予本行或滙豐集團成員的資料（包括個人資料或稅務資料）按本行不時修改或補充的本第 1.30 條、附錄 1 及個人資料通知所載處理、披露及轉移。戶口持有人須知會該等關連人士他們有權索取及改正其個人資料。
- (vi) 戶口持有人同意本行按本條款及細則所述使用、儲存、披露、處理及轉移所有戶口持有人資料，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。如戶口持有人未能或未有在任何方面遵守 (v) 及 (vi) 列出的責任，戶口持有人同意從速以書面通知本行。
- (vii) 如：
- 戶口持有人或任何關連人士未有按本行合理的要求從速提供戶口持有人資料，或
 - 戶口持有人或任何關連人士拒絕給予或撤回任何本行為用途（不包括向戶口持有人促銷或推廣產品及服務有關的用途）處理、轉移或披露戶口持有人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：

- (1) 未能向戶口持有人提供新服務或繼續提供全部或部分服務，並保留終止本行與戶口持有人關係的權利；
- (2) 作出所需行動讓本行或滙豐集團成員符合合規責任；及
- (3) 若本地法律許可，封鎖、轉移或結束戶口持有人的戶口。

另外，如戶口持有人未有按要求從速提供戶口持有人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戶口持有人或該關連人士的狀況，包括戶口持有人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根據法律要求的金額，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：(1) 審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何戶口持有人或替戶口持有人收取或支付的款項；(2) 調查款項的來源或預定收款人；(3) 組合戶口持有人資料和滙豐集團持有的其他相關資料；及(4) 對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認戶口持有人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付款、處理戶口持有人的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對戶口持有人或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟進行金融罪行風險管理活動相關的任何損失，本行及任何滙豐集團成員無需向戶口持有人或第三方負責。

d. 稅務合規

戶口持有人承諾自行負責了解及遵守戶口持有人在所有司法管轄區有關及因開立及使用戶口或由本行或滙豐集團成員提供的服務引起的稅務責任（包括繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。各關連人士亦以其關連人士身分為自身作出相同承諾。某些國家的稅務法例具跨領域效用，不論戶口持有人或關連人士的居籍、住處、公民身分或成立地方。本行及任何滙豐集團成員均不提供稅務意見。本行建議戶口持有人尋求獨立法律及稅務意見。戶口持有人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 1.30 條的條文與下列各項如有任何衝突或不一致，概以本第 1.30 條為準：
 - (1) 戶口持有人與本行之間的任何其他協議；或
 - (2) 規管任何其他服務、產品、業務關係或戶口的條文。
- (ii) 本第 1.30 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 1.30 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

即使戶口持有人、或本行或滙豐集團成員終止對戶口持有人提供任何服務或戶口持有人的任何戶口結束，本第 1.30 條繼續有效。

1.31 (適用於商業戶口)

如戶口持有人或戶口持有人的股東（不論直接或間接、法律上或實益擁有）為一家公司，並成立於允許發行不記名股份的國家，戶口持有人確認及保證其或該股東均未有發行任何不記名股份，並進一步承諾如其或該股東發行不記名股份或將其或該股東的任何股份轉換成不記名股份，將立即通知本行。

1.32 制裁 (適用於商業戶口)

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

1.33 第三者權利

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

2. 港幣、美元及人民幣往來戶口

2.1 支票簿

支票簿必須時刻妥為保存，如有需要，應予鎖藏，以免被人非法盜用。

2.2 支票

在開戶時戶口持有人將獲發一本支票簿。

支票應以戶口所屬的貨幣，亦即港幣、美元或人民幣（按具體情況）簽發。

如已簽署的支票或支票簿遺失或被竊，戶口持有人應立即以書面通知本行。

如以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。

在申領支票簿時，戶口持有人可透過本行自動櫃員機、網上理財服務或下述的電話理財服務，或以本行接納的其他方式遞交申請，惟本行亦可視乎情況而拒發支票簿。

本行在收到領取支票簿的申請後，將按本行紀錄上所示地址以郵寄方式將所需的支票簿送交戶口持有人。如因任何遞送方式而引致任何延誤或遺失，本行毋須負責。

戶口持有人在收到新支票簿後，應在簽發前核對支票上印示的序列號碼、戶口編號及戶口持有人姓名，並核對支票數目。如有不合規格情況，應立即通知本行。

戶口持有人在簽發支票時應小心謹慎，以確保其準確性，並同意不使其簽發的支票有機會被人塗改或作出詐騙或偽冒行為。在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使難以加插文字或數字。在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫。

所有支票必須以不能擦掉的墨水或原子筆以中文或英文填寫，支票的簽名式樣必須與本行紀錄內的印鑑相同。

支票如有塗改，必須由發票人全簽證實。戶口持有人明白如支票上有不易察覺的塗改而引致任何損失，本行毋須對此負責。

戶口持有人同意：

- a. 由戶口持有人所開出並已付款的支票，在以電子或其他本機構決定的形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與有關貨幣的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；
- b. 本機構獲授權按照（a）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；及
- c. 受刊印於支票簿內頁的支票簿使用條款及其他已生效的有關條款所約束。

2.3 退票

本行保留權利拒付因戶口存款不足、有技術性錯誤或任何其他問題的支票，並收取有關的服務費。

2.4 止付指示

戶口持有人只能在支票未支付之前，給予指示（須為可由本行鑑定其真偽者）通知本行，並清楚說明有關支票的號碼，方能取消（止付）支票。有關的闡釋如下：

- a. 如戶口持有人能提供有關支票的號碼及其他資料，本行不負責確保該等其他資料與憑號碼辨認的有關支票的資料相符；
- b. 如戶口持有人只能提供有關支票的其他資料而非有關支票的號碼，本行並無責任採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任；及
- c. 如本行無法鑑定戶口持有人取消（止付）支票指示的真偽（不限於電話或傳真指示），本行並無需要（責任）採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任。

如本行無法鑑定戶口持有人給予本行取消（止付）支票指示的真偽，無論本行有否執行該指示，戶口持有人應立即以書面或以本行能鑑定該指示真偽的方式向本行確認該指示。本行只須執行經核證的指示。如該指示為不正確（錯誤）、虛假（偽造）、不清楚（模稜兩可）者，即使本行已執行該未經核證的指示，亦毋須承擔任何責任。

2.5 美元現金提款

只有戶口持有人才可在美元往來戶口提取現金，並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。美元往來戶口不可簽發現金支票。

2.6 人民幣往來戶口

人民幣往來戶口的運作及人民幣支票的簽發亦需受目前適用的人民幣往來戶口規則所規限。如本條款及細則與有關規則有任何差異，概以人民幣往來戶口規則為準。

2.7 電子支票

a. 電子支票服務條文－適用性及定義

- (i) 本第 2.7 條的條文適用於本行有關電子支票的服務。本條款及細則中的其他適用於紙張支票或適用於本行一般服務的條文，凡內容相關的且不與本第 2.7 條的條文不一致的，將繼續適用於電子支票及本行的電子支票服務。就電子支票服務而言，若本第 2.7 條的條文跟本條款及細則的其他條文出現不一致，均以本第 2.7 條的條文為準。

- (ii) 就電子支票服務為目的，下列詞語具下列定義：

「戶口持有人」指本行向其提供電子支票服務的每位戶口持有人，如文義允許，包括不時獲戶口持有人授權為戶口持有人簽署電子支票的任何人士。

「匯票條例」指香港法例第 19 章《匯票條例》，可被不時修訂。

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。

「存入途徑」指本行不時提供用作出示電子支票以求存入的任何途徑。

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

「電子支票」指以電子紀錄（按香港法例第 553 章《電子交易條例》定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務戶口」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務條款」指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務及該服務的使用。

「電子支票簽發服務」及「電子支票存入服務」指由本行不時向戶口持有人分別為簽發電子支票（包括任何有關電子證書的服務）及存入電子支票而提供的服務，而「電子支票服務」則一併指「電子支票簽發服務」及「電子支票存入服務」。

「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時採用的規則及運作程序。

「受款人銀行」指受款人戶口所在的銀行。

「受款人戶口」就每張使用電子支票存入服務出示以存入的電子支票而言，指本行為電子支票存入服務不時接受由該電子支票的受款人在本行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

b. 電子支票服務的性質及範圍

- (i) 本行可選擇提供電子支票服務。如本行向戶口持有人提供電子支票服務，戶口持有人可以簽發電子支票及存入電子支票。為使用電子支票服務，戶口持有人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。戶口持有人亦可能需要簽署本行不時指定的表格及文件。
- (ii) 電子支票簽發服務讓戶口持有人可按下列第 2.7(c) 條簽發由本行出票的電子支票。
- (iii) 電子支票存入服務讓戶口持有人及其他人士可按下列第 2.7(d) 條使用結算所提供的電子支票存票服務或使用本行提供的存入途徑出示電子支票（不論向戶口持有人及／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）。
- (iv) 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。
- (v) 本行有權不時設定或更改使用電子支票服務的條件。該等條件可包括下列各項（或任何一項）：
 - (1) 電子支票服務的服務時間（包括簽發、止付或出示電子支票的截止時間）；
 - (2) 戶口持有人在任何指定時段可以簽發電子支票的最高總金額或最多支票總數量；及
 - (3) 戶口持有人須就電子支票服務支付的任何費用。

c. 電子支票簽發服務（適用於在本行維持網上理財賬戶的戶口持有人）

- (i) 電子支票的版式及簽發電子支票的步驟
 - (1) 戶口持有人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。戶口持有人不可加入、移除或修改電子支票的內容、版式、排列或影像。
 - (2) 每張電子支票必須由戶口持有人（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戶口持有人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。
 - (3) 當戶口持有人由聯名戶口簽發電子支票，戶口持有人須自行負責確保該電子支票按聯名戶口持有人不時授權的電子支票簽署安排，由獲授權人士（等）作出數碼簽署。
 - (4) 如戶口持有人為公司或任何其他實體，戶口持有人須自行負責確保每張電子支票均按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）代表戶口持有人作出數碼簽署。
- (ii) 電子證書
 - (1) 戶口持有人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。
 - (2) 戶口持有人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。
 - (3) 如本行提供該等服務且戶口持有人選擇用一般用途電子證書產生戶口持有人的數碼簽署，戶口持有人須遵從上述第 2.7(c)(ii)(1) 條維持一般用途電子證書持續有效。
 - (4) 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戶口持有人申請、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，且戶口持有人選擇用特定用途電子證書產生戶口持有人的數碼簽署，戶口持有人應指示及授權本行：
 - (A) 按本行不時設定的範圍及方式提供該等服務，這可包括代戶口持有人持有特定用途電子證書及相關密碼匙及／或密碼，及代戶口持有人按戶口持有人不時指示在電子支票上產生戶口持有人的數碼簽署；及
 - (B) 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。
 - (5) 代戶口持有人申請特定用途電子證書時，本行有權依賴戶口持有人提供的資料。戶口持有人須自行負責向本行提供正確及最新的資料。如本行根據戶口持有人提供的不正確或過時資料獲取了特定用途電子證書，戶口持有人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。
 - (6) 每張電子證書皆由核證機關發出。就戶口持有人的電子證書，戶口持有人受發出該電子證書的核證機關的指定條款及細則的約束。戶口持有人須自行負責履行戶口持有人在該等條款及細則下的責任。
 - (7) *（適用於商業戶口）*
獲戶口持有人授權使用或管理戶口持有人不時於本行維持的網上理財賬戶的任何人士，均獲授權代戶口持有人接受相關核證機關指定的條款及細則，戶口持有人亦同意受該人士代其接受的該等條款及細則的約束。
- (iii) 向受款人傳送電子支票
 - (1) 當戶口持有人確認簽發電子支票，本行會產生電子支票檔案。戶口持有人可下載電子支票檔案用以傳送予受款人。本行亦可代戶口持有人向受款人以電子方式傳送電子支票檔案，如本行有提供此項服務。
 - (2) 戶口持有人不應向受款人簽發電子支票（或指示本行代戶口持有人簽發電子支票），除非該受款人同意接受電子支票。戶口持有人須自行負責下列各項事宜：
 - (A) 在向受款人簽發電子支票（或指示本行代戶口持有人簽發電子支票）前，通知該受款人其可以同意或拒絕接受電子支票；
 - (B) 使用安全電子方式及採取適當電郵加密及其他保安措施傳送電子支票檔案；及
 - (C) 向本行提供受款人的正確及最新的聯絡資料，讓本行代戶口持有人以電子方式向受款人傳送電子支票檔案，如本行有提供此項服務。
 - (3) 電子支票檔案於本行以電子方式按戶口持有人向本行提供的受款人的聯絡資料向受款人傳送後，即被認定為已經送達至受款人。本行無責任核實受款人是否實際收到該電子支票檔案。本行建議戶口持有人跟受款人查明受款人是否已實際收到該電子支票檔案，不論該電子支票檔案由戶口持有人或本行傳送。
- (iv) 豁免出示要求
每張電子支票的出示只須按業界規則及程序以電子紀錄形式傳送。本行有權支付每張以該方法出示其電子紀錄的電子支票，而無須要求任何其他的出示形式。在不削弱上列第 2.7(c)(i)(1) 條及下列第 2.7(e)(i)及 2.7(e)(ii) 條的效果的情況下，戶口持有人明確接受不時在每張電子支票上列明的出示要求豁免。

d. 電子支票存入服務

- (i) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行提供的存入途徑，出示電子支票以存入本行（作為受款人銀行）。

(ii) 電子支票存票服務

- (1) 電子支票存票服務由結算所提供。就戶口持有人使用電子支票存票服務，戶口持有人受電子支票存票服務條款約束。戶口持有人須自行負責履行電子支票存票服務條款下的責任。
- (2) 為使用電子支票存票服務，電子支票存票服務條款要求戶口持有人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戶口持有人以戶口持有人同名戶口或戶口持有人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。戶口持有人須就戶口持有人或任何其他人士使用戶口持有人的電子支票存票服務戶口出示的所有電子支票負責（包括任何向戶口持有人同名戶口以外的受款人戶口出示的電子支票）。
- (3) 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）向戶口持有人提供合理協助。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，如戶口持有人要求，本行可以（但無責任）提供使用戶口持有人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。
- (4) 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，戶口持有人須承擔有關使用電子支票存票服務的責任及風險。戶口持有人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。

(iii) 本行的存入途徑

- (1) 存入途徑會於（A）本行的公眾網站及（B）戶口持有人在本行維持的網上理財賬戶提供。
- (2) 使用存入途徑在一個營業日適用的每日截數時間後出示的任何電子支票，將被視為本行於下一個營業日收到。
- (3) 使用存入途徑出示電子支票後會就該電子支票進行有關出示、結算及交收的其他認證及程序。本行接受使用存入途徑出示電子支票並不保證該電子支票會獲結算及交收。
- (4) 本行只會把使用存入途徑向本行出示且經核實及認證後本行認為滿意的電子支票入賬到受款人戶口。本行的決定為最終決定並對戶口持有人具有約束力。
- (5) 戶口持有人應確保使用存入途徑向本行出示的電子支票為完整、準確、無病毒並符合本行不時接受的指定格式。本行有權不接受任何使用存入途徑向本行出示的電子支票，而不給予理由。
- (6) 本行有權收取或更改有關使用存入途徑的費用。本行會事先通知戶口持有人新增費用或任何費用修改。本行可以以本行指明的方式及時段向戶口持有人收取費用。
- (7) 除本條款及細則外，戶口持有人使用存入途徑即被視為已接受在（A）本行的公眾網站及（B）戶口持有人在本行維持的網上理財賬戶公布的適用條款及細則，並受其約束。
- (8) 本行可不時指定或更改（A）可用的存入途徑而無須通知；及（B）規管使用任何存入途徑的條款。

e. 電子支票的處理、相關風險及本行的責任

(i) 電子支票的處理

戶口持有人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、交收及結算由戶口持有人簽發或向戶口持有人簽發的電子支票。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戶口持有人支付或收取電子支票：

- (1) 任何戶口持有人在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
- (2) 按業界規則及程序，向付款人銀行出示任何向戶口持有人簽發的電子支票，以收取款項。

(ii) 本行責任的限制

- (1) 除下列（2）段所述的情況外，戶口持有人或任何其他人士因使用電子支票服務，或戶口持有人或任何其他人士簽發的電子支票，或通過本行向戶口持有人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。
- (2) 如上述（1）段所載的情況證實是因（A）本行、（B）本行的代理或代名人或（C）本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，本行會就戶口持有人直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的任何損失及損害負責。
- (3) 為求清晰，戶口持有人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：
 - (A) 戶口持有人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；
 - (B) 戶口持有人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；
 - (C) 按業界規則及程序出示由戶口持有人簽發或向戶口持有人簽發的電子支票，而無須顧及匯票條例的條文；及
 - (D) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票服務，或導致電子支票服務的任何錯誤或中斷；及

在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向戶口持有人或任何其他人士負責。

(iii) 戶口持有人的確認及彌償

- (1) 戶口持有人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。戶口持有人須接受及同意，承擔簽發及存入電子支票的風險及責任。
- (2) 就因或有關戶口持有人使用或本行提供電子支票服務而引致（A）本行、（B）本行的代理及代名人及（C）本行的職員及僱員及本行的代理或代名人的職員及僱員可能招致或蒙受的所有法律行動、訴訟及索償（不論由本行或該等人士提出，或對本行或該等人士提出），及所有損失、損害及合理的成本及開支，戶口持有人均須對本行及彼等作出彌償及付還。
- (3) 如上列（2）段所載的任何法律行動、訴訟、索償、損失、損害或款項證實是因（A）本行、（B）本行的代理或代名人或（C）本行的職員或僱員或本行的代理或代名人的職員或僱員的疏忽或故意失責所引致，戶口持有人無須在上列（2）段下就直接及純粹因該等疏忽或故意失責而引致的直接及合理可預見的該等法律行動、訴訟、索償、損失、損害或款項負責。
- (4) 上述第 27(e)(iii) 條的彌償在電子支票服務、戶口或本條款及細則終止後繼續有效。

3. 其他外幣往來戶口

- 3.1 港幣、美元或人民幣以外的往來戶口不獲發支票簿。
- 3.2 提款指示應以書面或經海外銀行以核證電報或電傳發出。
- 3.3 戶口結餘並無利息。
- 3.4 外幣現金提款須預早七天通知，且須在有關的外幣有足夠供應時方能辦理。

4. 證券戶口／投資服務戶口

- 4.1 戶口持有人同意本行在代其購入或出售任何證券或其他資產時，可以接受任何有關的經紀、包銷商或基金公司給予的回佣或回扣。
- 4.2 戶口持有人同意本行可酌情決定由本行或其代理人持有戶口內的證券或其他資產。

5. 電話理財服務（適用於已登記或使用本行的電話理財服務的戶口持有人）

5.1 定義

除非文義另有所指，否則下列詞語在本第5條條文內的意義如下：

「戶口」在第 5 條條文而言，包括銀行戶口及信用卡戶口。

「戶口持有人」在第 5 條條文而言，包括銀行戶口的戶口持有人及持卡人。

「電話理財服務的指定使用人」指獲戶口持有人授權使用電話理財服務的人，亦包括戶口持有人。

「持卡人」（包括附屬卡持卡人）指持有一張或以上由本行發出的信用卡的人。

「受款戶口」指在本行開立用以透過電話理財服務存入的款項的任何戶口（就本定義所指的意思而言，包括但不限於主戶口）。

「支款戶口」指在本行開立用以透過電話理財服務提取款項的任何戶口（就本定義所指的意思而言，包括但不限於主戶口）。

「支款戶口持有人」指支款戶口的每名戶口持有人，為免存疑，亦包括戶口持有人。

「電話理財私人密碼」指專為使用電話理財服務而設定或本行所接納的私人密碼。

「電話理財服務」指本行為電話理財服務的指定使用人提供而該人士可透過該服務操作戶口持有人的戶口及卡，並享用不時據此提供的銀行及其他服務。

5.2 服務範圍

本行將不時訂定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，通知形式將由本行全權決定，形式包括但不限於直接郵遞、廣告或於分行內張貼通告。

5.3 責任與賠償規限

本行獲授權執行每名電話理財服務的指定使用人發出的電話指示（「電話指示」），每名電話理財服務的指定使用人及支款戶口持有人同意：

- a. 本行獲授權執行相信是由電話理財服務的指定使用人利用電話理財私人密碼發出的電話指示，對於本行憑誠信而執行未經授權人士的電話指示，本行將毋須承擔任何責任。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電話理財私人密碼嚴格保密，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，及不得將電話理財私人密碼的書面紀錄存放於任何地方或作任何方式處理。如遺失電話理財私人密碼或發覺電話理財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款戶口持有人應確保其支款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。如本行有鑑於款項／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款戶口持有人批准或未通知的情況下，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款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款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由於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款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. 除因本行蓄意違約外，電話理財服務的指定使用人及每名支款戶口持有人得負責賠償本行隨時可能面對或引起的一切法律行動、訴訟、索償、損失、損毀、費用及開支或因此而蒙受的損失，無論此等行為是直接或間接源自或關乎本行接納電話指示及執行或未有執行該等指示，此等責任在電話理財服務或透過電話理財服務操作的任何戶口、卡或銀行服務終止後仍然生效；
- g. 電話理財服務的指定使用人按一般條款及細則發出電話指示的權利，無論何時均須視本行的決定而定，本行並得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，而毋須理會支款戶口、受款戶口及其他有關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受款戶口及支款戶口或非登記受款戶口的持有人。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. 就有關的戶口或卡的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的指定使用人的提述，（iii）每名電話理財服務的指定使用人均受約束，不管任何其他擬受本條款及細則約束的電話理財服務的指定使用人或人士並不受約束；（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；
- 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；及
- l. 當支款戶口更改為有聯名簽署權的聯名戶口時，戶口持有人應通知本行，本行保留不為該戶口提供電話理財服務的權利。

5.4 本行的權利

- a. 本行保留權利，在本行認為適當時可全權決定就此電話理財服務不時徵收服務費及／或其他收費。
- b. 無論是否有原因及是否給予通知，本行保留隨時暫停或終止電話理財服務的權利。

5.5 其他適用條款

- a. 除非本行另行通知，否則一切規管電話理財服務下的相關戶口、卡與服務及產品，或電話理財服務以其他方式包含的相關戶口、服務及產品的協議和條款，均隨時及不時繼續適用。若此等協議和條款與本第 5 條有任何差異，均以第 5 條所載條款為準。
- b. 如戶口持有人為個人客戶，其於 2008 年 12 月 14 日前登記或獲本行提供以指定戶口操作的電話理財服務，並於 2008 年 12 月 14 日或之後繼續使用該項服務，或戶口持有人為非個人客戶，則本第 5 條所有與信用卡相關的提述，包括但不限於「信用卡戶口」及「持卡人」，將不構成本條文的一部分。倘適用於相關戶口持有人時，則本第 5 條須按文義解釋。

6. 特快專櫃服務（適用於使用本行特快專櫃服務的戶口持有人）

6.1 服務

- a. 特快專櫃服務讓戶口持有人進行若干銀行交易，即在指定的「特快專櫃」遞交適用的文件及相關物品，以供本行根據有關特快專櫃服務的正常程序處理。
- b. 戶口持有人必須確保並謹此承諾，透過特快專櫃服務遞交的所有文件及物品，均為完整、準確並在適用情況下妥為簽署。
- c. 本行可不時決定並（透過本行決定的溝通途徑）公布特快專櫃服務的範圍，當中可包括但不限於存入港幣鈔票、硬幣，以及遞交電匯申請。
- d. 戶口持有人使用特快專櫃服務時，須遵守有關服務的條款細則，以及本行不時發出的其他指示、指引及指令。

6.2 存款

若特快專櫃服務容許存入鈔票、硬幣及支票（下文統稱為「存款」），則以下條款將適用：

- a. 本行將於收訖、檢查及核實鈔票、硬幣及支票後，對這些存款承擔責任；
- b. 本行只在按常規點算、檢查及核實有關鈔票、硬幣及/或支票後，方會把存款誌入指定戶口。此舉為最終及具決定性，並對戶口持有人具約束力；及
- c. 若存款單所示金額與所遞交鈔票、硬幣及/或支票的金額（如本行點算、檢查及核實者）不符，或本行基於任何原因（包括但不限於鈔票或硬幣疑為偽造）不接受所遞交的鈔票、硬幣及/或支票，則本行只須按本行點算、檢查、核實及接受的金額，把該等鈔票、硬幣及/或支票誌入指定戶口。此舉為最終及具決定性，並對戶口持有人具約束力。

6.3 其他

- a. 如因本行提供特快專櫃服務及/或戶口持有人使用此等服務而導致或因而引致本行合理承擔或蒙受任何虧損、損失、索償、訴訟、責任、成本（包括按完全彌償基準支付訴訟費）及開支，戶口持有人須為此彌償本行。
- b. 戶口持有人如因本行未能或延遲提供特快專櫃服務，及/或因本身未能或延遲使用特快專櫃服務，包括但不限於本行延遲處理透過特快專櫃服務遞交的文件及物品，包括但不限於延遲點算、檢查、核實及接受所遞交的鈔票、硬幣及/或支票，或將此等存款誌入指定戶口，或基於任何本行嚴重疏忽或蓄意不履行以外的任何原因（包括非本行所能合理控制的原因）而導致部分完成或未能或無法執行戶口持有人有關存款的指示或指令，使戶口持有人蒙受任何虧損、損失或開支，本行概不負責。本行恕不為任何利潤損失，或任何間接或相應虧損、損失或開支承擔責任。

附錄 1

下列條文關於使用、儲存、處理、轉移及披露戶口持有人資料中的非個人資料，並補充第 1.30 條。出現於本附錄 1 的詞語有本條款及細則第 1.30 條列出的涵義。

使用戶口持有人資料中的非個人資料

戶口持有人資料中的非個人資料可被用作下列用途：

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

分享及轉移戶口持有人資料中的非個人資料

本行因應所有或任何用途在必要及適當時可向本行認為所需的所有人士（不論所在處）轉移、分享、交換及披露任何戶口持有人資料中的非個人資料，包括：

- 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. 代表戶口持有人行事的任何人士、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、戶口持有人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戶口持有人持有）；
- e. 就或有關收購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、資信調查公司或征信機構，以獲取或提供信貸資料；及
- g. 涉及本行或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方。

注意：中英文本如有歧義，須以英文本為準。

The Hongkong and Shanghai Banking Corporation Limited (the "Bank")

*NOTICE RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (THE "ORDINANCE")

- (a) From time to time, it is necessary for individuals to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from (i) customers in the ordinary course of the continuation of the banking relationship (for example, when customers write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the individual whose data are provided, and (iii) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("**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).
- (d) The purposes for which data may be used are as follows:
- (i) considering applications for products and services and the daily operation of products, services and credit facilities provided to customers;
 - (ii) conducting credit checks (including without limitation upon an application for consumer credit (including mortgage loans) and upon periodic or special reviews of the credit which normally will take place one or more times each year);
 - (iii) creating and maintaining the Bank's credit and risk related models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of customers;
 - (vi) designing financial services or related products for customers' use;
 - (vii) marketing services, products and other subjects as described in (f) below;
 - (viii) determining the amount of indebtedness owed to or by customers;
 - (ix) collecting of amounts outstanding from customers and those providing security for customers' obligations;
 - (x) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
 - (1) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**");
 - (2) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
 - (4) any agreement or treaty between Authorities;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
 - (xiii) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
 - (xiv) 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; and
 - (xv) purposes relating thereto.
- (e) Data held by the Bank or a member of the HSBC Group relating to an individual will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d):
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
 - (ii) any third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
 - (iii) any Authorities;
 - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
 - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vi) any persons acting on behalf of an individual whose data are provided, 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) or a person making any payment into the customer's account;

- (vii) credit reference agencies, and, in the event of default, to debt collection agencies;
- (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph (d)(x), (d)(xi) or (d)(xii);
- (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
- (x)
 - (1) any member of the HSBC Group;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant services and products, as the case may be);
 - (5) charitable or non-profit making organisations; and
 - (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(vii).

Such information may be transferred to a place outside Hong Kong.

In connection with paragraph (vii) above,

- (A) of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the following data relating to the customer (including any updated data of any of the following data) may be provided by the Bank, or on its behalf and/or as agent, to the credit reference agency:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
 - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - (iv) date of birth or date of incorporation;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the customer (as borrower, mortgagor or guarantor respectively, whether in sole name or joint names with others) for sharing in the consumer credit database of the credit reference agency by credit providers; and

- (B) before the right referred to in (g)(v) below may be exercised, (I) in the event of any default in payment, unless the amount in default is fully repaid or written off (otherwise than due to a bankruptcy order) before the expiry of 60 days as measured by the Bank from the date such default occurred, the customer is liable to have his account repayment data retained by the credit reference agency at least until the expiry of five years from the date of final settlement of the amount in default and (II) in the event of any amount being written off due to a bankruptcy order being made against the customer, the customer is liable to have his account repayment data retained by the credit reference agency, regardless of whether the account repayment data reveal any material default, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the customer with evidence to the credit reference agency, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in material default (if any)). Material default is a default in payment for a period in excess of 60 days.

(f) **Use of Data in Direct Marketing**

The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and other service portfolio information, transaction pattern and behavior, financial background and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty, co-branding or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners will be provided during the application for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided by or (in the case of donations and contributions) solicited by the Bank and/or:
 - (1) any member of the HSBC Group;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (f)(i) above to all or any of the persons described in paragraph (f)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the customer's written consent (which includes an indication of no objection) for that purpose;

- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (f)(iv) above and, when requesting the customer's consent or no objection as described in paragraph (f)(iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank.

- (g) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual has the right:
 - (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) in relation to consumer credit, to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) upon satisfactory termination of the credit by full repayment and on condition that there has been, within five years immediately before such termination, no material default under the credit as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
- (h) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (i) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:
 - The Data Protection Officer
 - The Hongkong and Shanghai Banking Corporation Limited
 - PO Box 72677
 - Kowloon Central Post Office
 - Hong Kong
 - E-mail: dfv.enquiry@hsbc.com.hk
- (j) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (k) Nothing in this Notice shall limit the rights of customers under the Ordinance.

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

**Formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance.*

香港上海滙豐銀行有限公司（「本行」）

*關於個人資料（私隱）條例（「該條例」）的通知

- (a) 個人在開立或延續戶口、建立或延續銀行信貸或銀行提供服務時，或因法例規定或監管或其他管理機構所發出的指引或要求，需要不時向本行提供有關的資料。
- (b) 若未能向本行提供該等資料，可能會導致本行無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務。
- (c) 本行亦會從以下各方收集資料：(i) 客戶與銀行在延續日常業務往來中（例如客戶開出支票、存款或申請信貸時）、(ii) 代表客戶行事的人士提供客戶的資料，及 (iii) 其他來源（例如從資信調查機構獲取資料）。資料亦可能與本行或任何滙豐集團成員（「滙豐集團」）一併及分別地指滙豐控股有限公司，其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義）可獲取的其他資料組合或產生。
- (d) 資料可能會用作下列用途：
- (i) 考慮產品及服務申請及為客戶提供產品、服務和信貸便利所涉及之日常運作；
 - (ii) 進行信用檢查（包括但不限於客戶信貸申請（包括樓宇按揭貸款申請）及於正常情況下每年一次或多於一次的定期或特別信貸複核）；
 - (iii) 設立及維持本行的信貸和風險相關準則；
 - (iv) 協助其他財務機構進行信用檢查及追討欠債；
 - (v) 確保客戶維持可靠信用；
 - (vi) 設計供客戶使用的財務服務或有關產品；
 - (vii) 促銷以下 (f) 段所述的服務、產品及其他標的；
 - (viii) 確定銀行對客戶或客戶對銀行的負債額；
 - (ix) 向客戶及為客戶債務提供抵押的人士追收欠款；
 - (x) 遵守本行或其任何分行或任何滙豐集團成員就以下各項負上或與之有關的責任、要求或安排（不論強制或自願性質）：
 - (1) 現在及將來於香港特別行政區（「香港」）境內或境外存在的任何法律、法規、判決、法院命令、自願守則、制裁制度（「法律」）；
 - (2) 現在及將來於香港境內或境外存在的任何法律、監管、政府、稅務、執法或其他機關，或財務服務供應商的自律監管或行業組織或協會所提供或發出的任何指引、指導或要求，及任何國際指引、內部政策或程序；
 - (3) 對滙豐集團整體或任何部分具有司法權限的本地或外地法律、監管、司法、行政、公營或執法機關，或政府、稅務、稅收、財政、證券或期貨交易所、法院、中央銀行或其他機關，或財務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（統稱及各稱「權力機關」）向本行或其任何分行或任何滙豐集團成員施加的、與彼等訂立的或適用於彼等的任何現在或將來的合約或其他承諾；或
 - (4) 權力機關之間的任何協議或條約；
 - (xi) 遵守滙豐集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於滙豐集團內共用資料及資訊及／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；
 - (xii) 採取任何行動以遵守本行或任何滙豐集團成員的責任以符合與下述事宜有關的法律或國際指引或監管要求：偵測、調查及預防清洗黑錢、恐怖分子融資活動、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁及／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；
 - (xiii) 遵守本行或任何滙豐集團成員的任何責任，以符合權力機關的任何指令或要求；
 - (xiv) 促使本行的實際或建議承讓人、或本行的客戶權利參與人或附屬參與人評核擬成為轉讓、參與或附屬參與的交易；及
 - (xv) 與上述有關的用途。
- (e) 本行或滙豐集團成員持有就個人的資料將予保密，但本行或滙豐集團成員可能會把該等資料提供給下列各方作第 (d) 段所述的用途（不論在香港境內或境外）：
- (i) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士（包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問）；
 - (ii) 任何向本行提供行政、電訊、電腦、付款或證券結算或其他與本行業務運作有關的其他服務的第三方服務供應商（包括彼等的僱員、董事及職員）；
 - (iii) 任何權力機關；
 - (iv) 任何對本行有保密責任的人，包括已承諾保密該等資料的滙豐集團成員；
 - (v) 付款銀行向出票人提供已付款支票的副本（而其中可能載有有關收款人的資料）；
 - (vi) 代表個人行事提供該個人的資料的任何人士、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持有），或向客戶的戶口作出任何付款的人士；
 - (vii) 資信調查機構，以及在客戶欠賬時，將該等資料提供給收數公司；
 - (viii) 本行或其任何分行或任何滙豐集團成員就有關第(d)(x)、(d)(xi) 或(d)(xii) 段所載目的而有責任或必須或被預期向其作出披露的任何人士；
 - (ix) 本行的任何實際或建議承讓人或本行的客戶權利參與人或附屬參與人或受讓人；及
 - (x)
 - (1) 任何滙豐集團成員；
 - (2) 第三者財務機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三者獎賞、年資、合作品牌及優惠計劃供應商；

- (4) 本行或任何滙豐集團成員之合作品牌夥伴（在申請有關服務及產品時會提供合作夥伴名稱）；
- (5) 慈善或非牟利機構；及
- (6) 為達至以上(d)(vii)段而被本行僱用之第三者服務供應商（包括但不限於代客寄件中心、電訊公司、電話行銷及直銷代理人、電話中心、數據處理公司及資訊科技公司）。

有關資料或被轉移至香港境外。

有關上述第 (vii) 段，

(A) 本行不時就按揭收集或持有的所有資料當中，本行可能會以本行及／或以代理人的名義向資信調查機構提供下述關於客戶的資料（包括其可能不時更新的任何資料）：

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

資信調查機構會使用上述由本行提供的資料統計客戶（分別以借款人、按揭人或擔保人身分，及不論以本人或公司單名或與其他人士聯名方式）不時持有按揭的宗數，於資信資料庫內讓信貸提供者共用；及

(B) 客戶在以下情況方可行使以下 (g)(v) 項的權利：(I) 在任何欠賬的情況下，除非欠賬金額在由出現欠賬日期起計 60 日屆滿前（以本行計算為準）全數清還或撇賬（除了因破產令導致之外），否則客戶的戶口還款資料將會繼續由資信調查機構保留五年（自欠賬還清日起計）及 (II) 若任何款項因針對客戶頒布的破產令而撇賬，則客戶的戶口還款資料將由資信調查機構保留（不管該戶口還款資料是否顯示任何重要欠賬情況），直至欠賬全數清還當日起計五年屆滿之日，或其獲解除破產令之日起計五年屆滿之日（客戶須提出證據通知資信調查機構）（以較早發生者為準）為止。戶口還款資料包括上次到期的還款額，上次報告期間所作還款額，剩餘可用信貸額或未償還數額，及欠款資料（即過期欠款額，逾期還款日數，清還過期欠款的日期，及全數清還重要欠賬的日期（如有））。重要欠賬是指拖欠還款超過 60 日的欠賬。

(f) 在直接促銷中使用資料

本行擬把客戶資料用於直接促銷，而本行為該用途須獲得客戶同意（包括表示不反對）。就此，請注意：

- (i) 本行可能把本行不時持有的客戶姓名、聯絡資料、產品及其他服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 可用作促銷下列類別的服務、產品及標的：
 - 財務、保險、信用卡、銀行及相關服務及產品；
 - (1) 獎賞、年資、合作品牌或優惠計劃及相關服務及產品；
 - (2) 本行合作品牌夥伴提供之服務及產品（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及
 - (3) 為慈善及／或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及標的可能由本行及／或下列各方提供或（就捐款及捐贈而言）徵求：
 - (1) 任何滙豐集團成員；
 - (2) 第三者財務機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三者獎賞、年資、合作品牌或優惠計劃供應商；
 - (4) 本行及滙豐集團之合作品牌夥伴（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及
 - (5) 慈善或非牟利機構；
- (iv) 除由本行促銷上述服務、產品及標的以外，本行亦擬將以上 (f)(i) 段所述的資料提供予以上 (f)(iii) 段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及標的中使用，而本行為此用途須獲得客戶書面同意（包括表示不反對）；
- (v) 本行可能因如以上 (f)(iv) 段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於以上 (f)(iv) 段所述徵求客戶同意或不反對時如是通知客戶。

如客戶不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，客戶可通知本行行使其選擇權拒絕促銷。

(g) 根據該條例中的條款及根據該條例核准和發出的個人信貸資料實務守則，任何個人有權：

- (i) 查核本行是否持有他的資料及查閱該等資料；
- (ii) 要求本行改正任何有關他的不準確的資料；
- (iii) 查明本行對於資料的政策及慣例和獲告知本行持有的個人資料種類；
- (iv) 在與個人信貸有關的情況下，要求獲告知哪些資料會向資信調查機構或收數公司例行披露，並獲提供進一步資料，藉以向有關資信調查機構或收數公司提出查閱和改正資料的要求；及
- (v) 於欠賬全數清還並終止信貸，及於緊接終止信貸前 5 年內沒有重要欠賬（以本行決定為準）的情況下，指示本行要求有關資信調查機構在其信貸資料庫內刪除任何有關該等已終止信貸的資料。

(h) 根據該條例的條款，本行有權就處理任何查閱資料的要求收取合理費用。

(i) 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提出：

香港九龍中央郵政局郵政信箱 72677 號
香港上海滙豐銀行有限公司
資料保護主任
電郵：dfv.enquiry@hsbc.com.hk

(j) 本行或向資信調查機構查閱有關客戶的信貸報告以考慮客戶之任何信貸安排申請。假如客戶有意索取有關信貸報告，本行會提供有關資信調查機構的聯絡詳情。

(k) 本通知不會限制客戶在該條例下所享有的權利。

注意：中英文本如有歧義，概以英文本為準。

**前稱關於個人資料（私隱）條例的客戶通知。*