

Client Terms

客戶條款

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Important notice

You need to read this document.

It sets out the general terms and conditions of our personal and electronic banking relationship with you. These terms and conditions apply to each *product* and all services including the *electronic banking services* we agree to provide to you from time to time. They apply in addition to other documents including the *product terms* and the *tariff sheet* but they do not apply to any existing facility, *product* or service we provide to you to the extent that they are subject to separate terms and conditions.

Any references to “Customer Terms”, “customer(s)” in all our terms and conditions, Client Terms, and our banking agreement shall be treated as references to “Client Terms” and client(s)” respectively.

Key words

The meaning of key words printed like this and other words used in our banking agreement (electronic or otherwise) is explained at the end of these Client Terms and at the end of the applicable *product terms*.

How to contact us

To discuss any aspect of our relationship please contact us at one of our branches, by using phone banking or by visiting our website.

Standard Chartered is committed to complying with economic sanctions that are imposed by relevant regulatory authorities. As such, we do not allow our *products* and services to be used directly or indirectly in countries that are subject to such sanctions. Please note that you will not be able to contact us via phone banking, facsimile transmission, or emails, or access our website, and will not be able to provide you with financial services if you are in these countries.

Inherent risks

You acknowledge that there are inherent risks in conducting transactions over the internet or electronic networks and you have voluntarily assumed those risks.

重要提示

務請審閱本文件。

本文件載列本行與閣下之間個人銀行及電子理財服務關係的一般條款及細則。此等條款及細則適用於本行不時同意向閣下提供的各項產品及所有服務(包括電子理財服務)，附加於包括產品條款及收費表等其他文件，但不適用於本行向閣下提供而適用其他條款及細則的任何已有設施、產品或服務。

凡在本行所有條款及細則、客戶條款以及本行銀行協議中提述之英文名稱“Customer Terms”(「客戶條款」)和“customer(s)”(「客戶」)，須被當作分別提述“Client Terms”(「客戶條款」)和“client(s)”(「客戶」)。

關鍵詞

以此格式呈現的關鍵詞和本行銀行協議(電子或其他形式)所用其他詞語的涵義在本客戶條款和適用產品條款的結尾闡述。

如何聯絡本行

閣下如需向本行查詢客戶關係的任何細節，請聯絡所屬分行、使用電話銀行服務或瀏覽本行網站。

渣打致力於遵守相關監管當局施加的經濟制裁。因此，本行不允許在該等受制裁的國家直接或間接地使用本行的產品和服務。請注意，如果閣下位於這些國家，閣下將不能透過電話銀行服務、傳真傳送或電子郵件或連繫本行網站來聯絡本行。

內在風險

閣下認同，透過互聯網或電子交易系統進行交易存在內在風險，閣下自願承受該等風險。

Part A - Our banking relationship

1 The terms of our relationship

1.1 We have a range of *products* designed to suit your personal banking needs, some of which may be accessed through our *electronic banking services*. The specific features of our *products* are available on request. Some *products* may not be available to you depending on your location. Depending on your location, some *products* may not be accessible through our *electronic banking services*. Your electronic access to such *products* may be withdrawn, amended, terminated or suspended at any time without notice, to the extent permitted by applicable laws and regulations.

1.2 If you want to access or use a *product* in any manner including electronically, you need to complete an *application* to ask us to approve your use of it. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. Fees, commissions or other charges may apply for such access or use. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason.

1.3 Our *electronic banking services* are available to you only after we have approved it for your use.

1.4 If we agree to provide a *product* to you and allow you to access or use a *product* through our *electronic banking services*, the terms on which you may use the *product* are called our "banking agreement". This is made up of the following documents for the *product*:

- the *application*;
- any *letter of offer*;
- these Client Terms;
- the *product terms*;
- our *approval*;
- the *tariff sheet*;
- any guidelines we issue in connection with use of the *product* (including guidelines for use of *electronic banking services*);
- any other terms and conditions that form part of our banking agreement as varied or replaced from time to time.

A separate banking agreement is entered into each time you and we agree that you may use a *product*. For example, if you accept a *letter of offer* for more than one *product*, a separate "banking agreement" is established at that time for each *product* on the terms set out, or referred to, in the *letter of offer*.

The terms of our banking agreement apply to each access or use of the *product* including any access or use of the *product* through our *electronic banking services*, by you or any *authorised person*. If you or an *authorised person* does not agree with the terms of our banking agreement, you or they should not carry out the transaction or access any *account*. You are responsible for ensuring that each *authorised person* complies with our banking agreement

A部 - 我們的銀行關係

1 我們之間關係的條款

1.1 本行提供各種適合閣下個人理財需要而設的*產品*，其中可透過本行電子銀行服務使用部分*產品*。歡迎索取本行*產品*的具體特點資料。視乎閣下所在地區，部分*產品*未必能向閣下提供。視乎閣下所在地區，閣下未必能透過本行電子理財服務使用部分*產品*。在適用法律及法規允許的範圍內，閣下以電子方式使用該等*產品*的權限可能隨時被撤銷、修訂、終止或暫時中止，而本行無須事先通知。

1.2 閣下如欲以任何方式（包括電子方式）連繫或使用某項*產品*，需要填妥*申請*以便本行*批核*。不同的*產品*可能有不同的使用資格條件，可能包括最低或最高年齡或存款數額等。本行可能就連繫或使用某項*產品*收取費用、佣金或其他收費。本行可以任何理由拒絕某項*申請*。除法律規定者外，本行毋須向閣下提供任何理由。

1.3 只有閣下的使用權獲得本行*批核*後，本行才向閣下提供電子理財服務。

1.4 倘若本行同意向閣下提供一項*產品*，並允許閣下透過本行電子理財服務連繫或使用一項*產品*，閣下使用有關*產品*所據條款稱為本行的「銀行協議」。銀行協議由下列關於有關*產品*的文件構成：

- *申請*；
- 任何*要約書*；
- 本客戶條款；
- *產品*條款；
- 本行的*批核*；
- *收費表*；
- 本行就*產品*的使用發出的任何指引（包括使用電子理財服務的指引）；
- 構成本行銀行協議的不時修改或替代的任何其他條款及細則。

各別銀行協議將於每次閣下與本行就閣下可使用某項*產品*而達成共識時分別訂立。例如，如閣下就多於一項*產品*接納*要約書*，則其時，各別「銀行協議」將就每項*產品*根據*要約書*內的條款而訂立。

閣下或任何授權人士每次連繫或使用*產品*（包括透過本行電子理財服務對該*產品*的任何連繫或使用），均須遵守本行銀行協議的條款，則閣下或有關授權人士不應進行有關交易或使用任何戶口。閣下有責任確保各授權人士遵守本

and for anything an *authorised person* does in connection with our banking agreement. You must ensure that each *authorised person* is given a copy of the terms that apply to any *product* they use and this Client Terms.

- 1.5 If you are not a resident of Hong Kong, additional terms and conditions may apply as notified by us at any time.
- 1.6 Transactions with any of our offices or group of companies outside Hong Kong are not protected by Hong Kong law.
- 1.7 A reference to terms and conditions by any name in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement. These Client Terms replace all earlier general terms and conditions relating to banking services except where we advise you otherwise.
- 1.8 If there is any inconsistency between:
 - these Client Terms and any specific terms (such as the *product terms* or any *letter of offer*), the specific terms prevail; and
 - the English version of our banking agreement and any translations, the English version prevails.

2 Pre-conditions to use of any product

We need not provide any funds to you or otherwise allow you to access or use a *product* or our *electronic banking services* if:

- we consider you may be in *default*;
- you have not satisfied any pre-conditions to use set out in our *approval*, our *letter of offer*, the applicable *product terms*, elsewhere in our banking agreement or as we notify you at any time;
- you have not given us the *security* (if any) we require in addition to the *security* set out in Part I (Security);
- we consider that you or any *security provider* may not be able to satisfy your obligations to us under our banking agreement or any *security*. We may determine this is the case if, for example, there has been a change in your or a *security provider's* financial position since the date of your *application*;
- we advise you that funds can only be provided or the *product* can only be used during a specified period (called the *availability period*), and that period has expired;
- your request for funds exceeds the applicable limit;
- you have not provided us with all other documents and information we reasonably request;
- it is illegal in your country to use encryption devices or software to secure communications over the internet;
- you trade in rough diamonds

行銀行協議，並須對授權人士就本行銀行協議的一切行為負責。閣下必須確保各授權人士均獲提供其使用的任何產品的適用條款及本客戶條款。

- 1.5 閣下如非香港居民，則可能須遵守本行於任何時間通知的額外條款及細則。
- 1.6 與香港以外的任何本行辦事處或公司集團進行之交易，均不受香港法律保護。
- 1.7 本行所提供的任何表格、聲明、手冊及其他文件凡以任何名稱提及條款及細則，均指本行銀行協議的有關條款及細則。本客戶條款取代先前與理財服務有關之所有之一般條款及細則，除非本行另有通知。
- 1.8 以下各項如有不相符之處：
 - 就本客戶條款和任何特定條款（例如產品條款或任何要約書）而言，以特定條款為準；而
 - 就本行銀行協議的英文版本和任何翻譯版本而言，以英文版本為準。

2 使用任何產品的前提條件

在下列任何情況下，本行不需向閣下提供任何資金或允許閣下連繫或使用產品或本行的電子理財服務：

- 本行認為閣下可能涉及違約；
- 閣下不符合本行批核、本行的要約書相關產品條款、本行銀行協議其他部分所列或本行任何時間知會閣下的任何前提條件；
- 除1部（抵押）所列的抵押外，閣下並無提供本行要求的抵押（如有）；
- 本行認為閣下或者任何抵押提供者未必有能力履行閣下根據本行銀行協議或任何抵押對本行承擔的義務。舉例而言，倘若在閣下申請日期之後，閣下或抵押提供者的財務狀況有變，則本行可能有此認定；
- 本行通知閣下只可在特定期間（稱為提供期）提供有關資金或使用有關產品，而該期間已經屆滿；
- 閣下要求資金超出有關限額；
- 閣下並無向本行提供本行合理要求的所有其他文件及資料；
- 在閣下所在的國家，使用加密裝置或軟件來保護互聯網通訊的安全屬違法行為；
- 閣下買賣未經加工的鑽石；

- you or any *security provider* give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

In addition, for some *products* we need not provide funds to you or otherwise allow you to use the *product* in any manner, including through our *electronic banking services*, if, in our absolute discretion, we decide not to do so (see the applicable *product terms*).

3 Review

We may review the terms of our banking agreement (including the *product terms* and your conduct under our banking agreement) annually or at any time. Even if there is no *default*, we may (subject to applicable law), at any time:

- terminate or cancel our banking agreement;
- vary any limit or interest rate applying to the *product* or vary the term of the *product*;
- require additional *security*;
- otherwise vary the terms of our banking agreement.

If we vary these Client Terms we will post the amended terms at our website. You should check the foregoing website frequently.

Part B - Operating accounts

4 Authority

Account operating authority

4.1 When you apply for a *product*, you must give us *account operating authority details*:

- for all *authorised persons*; and
- for joint *accounts*, the method of operation (either, any one accountholder to give instructions or all accountholders to give instructions jointly). If no method of operation is specified, any one accountholder may operate the *account*.

If on a joint *account* you require more than one accountholder to sign, then you will be able to view (but not give instructions on) the *account* using an *electronic banking service* if each relevant accountholder approves the relevant access.

4.2 We act on the *account operating authority* until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the *account operating authority* by changing either the *authorised persons* or the method of operation, or cancel the *account operating authority*, you must give instructions in writing to us. On receipt of the instructions, we vary or cancel the *account operating authority*. The variation or cancellation becomes effective within 7 banking days after we accept your instructions. We may continue to act on the existing *account operating authority* until the variation or cancellation becomes effective.

4.3 We honour for payment all cheques and other instruments signed in accordance with the

- 閣下或任何**抵押提供者**給予本行任何不確、不全或誤導資料，或作出不確或誤導聲明或保證。

此外，對於部分**產品**而言，倘若本行決定（本行有絕對酌情決定權），則可毋須向閣下提供資金或允許閣下以任何方式（包括透過本行**電子理財服務**）使用**產品**（見相關**產品條款**）。

3 檢討

本行可每年或隨時檢討本行銀行協議的條款（包括**產品條款**及閣下在本行銀行協議下的行為）。即使並無出現違約，在相關法例允許的情況下，本行可隨時：

- 終止或取消本行銀行協議；
- 調整任何限額或適用於有關**產品**的利率或修改**產品**的條款；
- 要求提供額外**抵押**；
- 以其他方式修改本行銀行協議的條款。

如果本行更改本客戶條款，本行將在本行網站上公佈修訂後的條款。閣下應經常查閱前述網站。

B 部 - 操作戶口

4 權力

戶口操作權

4.1 閣下申請一項**產品**時，必須向本行提供下列戶口操作權詳情：

- 有關所有授權人士的資料；及
- 有關聯名戶口的操作形式（即指示可由任一戶口持有人作出或須由所有戶口持有人共同作出）。如無指定操作形式，則任一戶口持有人均可操作戶口。

如就聯名戶口而言，閣下須要多於一名戶口持有人簽署，則閣下可透過**電子理財服務**（如每名戶口持有人均同意有關使用）查看該戶口（但不能給予指示）。

4.2 本行根據戶口操作權行事，直至閣下修改（增減授權人士）或取消有關權力為止。閣下如欲變更授權人士或操作形式而修改戶口操作權，或擬取消戶口操作權，則須向本行作出書面指示。本行會在收到有關指示後修改或取消戶口操作權。有關修改或取消會在本行收到閣下指示起計7個營業日內生效。本行可繼續根據原有

previous authority if they are dated before, but presented after, we have processed the instructions.

- 4.4 We rely on any instructions given by an *authorised person* in accordance with the *account operating authority*.
- 4.5 If you or an *authorised person* sign only using a name chop but a *product* requires a handwritten signature you or the *authorised person* must provide us with a specimen of your or their handwritten signature and it becomes your or their signature for all *products* and *accounts*.
- 4.6 We may act on instructions confirmed by a name chop or signature that matches any name chop or specimen signature in our records about you or an *authorised person*.

Scope of account operating authority

- 4.7 Except to the extent you may limit the authority of an *authorised person* each *authorised person* may act on the *account*. Depending on the *product*, an *authorised person* may:

- draw cheques;
- overdraw to any extent permitted by us;
- withdraw money in any manner;
- give and cancel authorities in our usual form for periodical payments;
- stop a payment of a cheque drawn on the *account*;
- access and operate the *account* using an *electronic banking service* in accordance with our banking agreement;
- obtain statements of *account* and any information required concerning the *accounts* generally;
- obtain cheque books and endorse cheques or other instruments payable to your order or if it is a joint *account*, payable to any one or more of you; and
- elect on your behalf to receive *eStatements* and notices electronically (instead of by mail), and cancel that election.

Conducting an account in joint names

- 4.8 Unless otherwise agreed with us when a joint *account* is opened:
- operations on the *account* are governed by the *account operating authority*;
 - we need not enquire into the circumstances of any instructions any of you may give in relation to the conduct of the *account*;
 - we are authorised to accept for credit of the joint *account*, any cheque or other instrument payable to one or more of you;
 - each of you is liable to us jointly and separately for the *balance owing* (including if we permit an overdrawing);
 - If the *account operating authority* is "single signing authority" and any one accountholder instructs us to stop accepting instructions from any other accountholder, or different

*戶口*操作權行事，直至該修改或取消有關操作權生效為止。

- 4.3 在本行處理有關指示之前根據原有權力簽署但在其後提呈兌現的所有支票及其他文據，本行均會按其兌現。
- 4.4 本行依賴於*戶口*操作權下授權人士作出的任何指示。
- 4.5 倘若閣下或授權人士僅以印章簽署，但產品要求親筆簽署，則閣下或授權人士必須向本行提供閣下或授權人士的親筆簽署式樣，而此親筆簽署式樣會成為閣下或授權人士所有產品及賬戶的簽署。
- 4.6 任何指示如經符合本行有關閣下或授權人士印章或簽署式樣紀錄的印章或簽署確認，則本行可按其行事。

戶口操作權的範圍

- 4.7 除閣下對授權人士的權力可能設定的限制外，各授權人士均可操作*戶口*。視乎產品，授權人士可：
- 簽發支票；
 - 在本行允許的範圍內透支；
 - 以任何方式提取款項；
 - 按本行慣常的形式發出和取消定期付款授權；
 - 停止兌現以*戶口*開出的支票；
 - 根據本行銀行協議通過電子理財服務運用和操作*戶口*；
 - 索取*戶口*月結單及有關*戶口*的任何一般所需資料；
 - 索取支票簿及認可供閣下備兌（如屬聯名*戶口*，則供閣下全體或任一備兌）的支票或其他文據；及
 - 代表閣下選擇收取電子月結單及電子通知（而非郵寄版本），以及取消有關選擇。

操作聯名戶口

- 4.8 除與本行另有協定者外，開立聯名*戶口*時：
- *戶口*操作受*戶口*操作權規管；
 - 本行毋須查閱閣下任何一方就操作*戶口*可能作出的任何指示之相關情況；
 - 本行獲授權接納供閣下全體或任一備兌的任何支票或其他文據，以誌入聯名*戶口*；
 - 閣下各方就欠款結餘（包括本行批准透支所致者）共同及各別對本行負責；

accountholders give us conflicting instructions, we may suspend the operations on the *account* until we receive confirmation from all accountholders;

- if the *account* operating authority is "single signing authority" and we are notified that an accountholder becomes *insolvent* or incapacitated, we may suspend operation of the *account* until we are satisfied that all other accountholders are aware of the circumstances and the legal representatives of the affected accountholder has provided us with the information we require to resume operations on the *account*;
 - if the *account* operating authority is "both/all to sign" and we are notified that an accountholder becomes *insolvent* or incapacitated, we may accept instructions only from the affected accountholder's legal representative and all other accountholders; and
 - if one of you dies, the surviving accountholder may give instructions and obtains title to the *account*, subject to any applicable law.
- 4.9 If one joint accountholder dies, the obligations of the surviving accountholder and our rights (including set off) under our banking agreement are not affected.

5 Instructions

Authorisation

5.1 You authorise us to act on instructions from you or any *authorised person* (including any instructions we believe to have been given by you or an *authorised person*). You acknowledge that for *electronic banking services*, we may require use of a *security code* and use of a *security code* is evidence that the instruction is authorised by you or an *authorised person*. However, also see clause 18 (Liability for transactions).

Form of instructions

- 5.2 You agree that the use of *security codes* is adequate identification of you. We are entitled to act on instructions (provided using the *security codes*) without obtaining any further written or other confirmation from you. You agree that we will not be liable for taking such action unless you had notified us before such unauthorised instructions were given to us that your *security codes* are or might be known to someone else.
- 5.3 Instructions must be given in writing. However, we may accept instructions by telephone, fax or through any *electronic banking service*, subject to execution and provision of any documents we may require.

You are responsible for ensuring the timeliness, accuracy, adequacy and completeness of all instructions given by you. We will not be liable for any *loss* or *damage* as a result of:

- your instructions to pay or transfer funds being late, inaccurate, inadequate or incomplete; or
- any third party failing, refusing or delaying to

- 倘若戶口操作權為「單方簽署」，任何一個戶口持有人指示本行停止接受任何其他戶口持有人的指示，或者不同的戶口持有人給予本行相衝突的指示，本行可暫停對該戶口的操作，直至本行獲得所有戶口持有人的確認為止；
- 倘若戶口操作權為「單方簽署」，我們獲知其中一名戶口持有人變得無力償債或喪失行為能力，我們可暫停對該戶口的操作，直至本行信納所有其他戶口持有人已獲知情況，並且受影響戶口持有人的法律代表已向本行提供本行重啟對戶口的操作所需的資料為止；
- 倘若戶口操作權為「雙方/全體簽署」，我們獲知其中一名戶口持有人變得無力償債或喪失行為能力，我們僅接受受影響戶口持有人的法律代表及所有其他戶口持有人的指示；及
- 在任何相關法例允許的情況下，閣下各方當中如有人身故，其餘戶口持有人均可發出指示及取得戶口之所有權。

4.9 倘若其中一名聯名戶口持有人身故，其餘戶口持有人在在本行銀行協議下的義務及本行在其下的權利（包括抵銷權）概不受影響。

5 指示

授權

5.1 閣下授權本行根據閣下或任何授權人士的指示（包括本行相信由閣下或授權人士發出的任何指示）行事。閣下確認，本行對於電子理財服務可能要求使用保安密碼，而使用保安密碼即證明有關指示經閣下或授權人士授權。然而，亦請參閱第18條（交易責任）。

指示形式

- 5.2 閣下同意，使用保安密碼是對閣下合適的身份識別。在未獲得閣下任何進一步書面或其他確認的情況下，本行有權根據指示行事（惟在使用保安密碼情況下）。閣下同意，本行將不對該行事負上責任，除非在本行獲得該等未經授權的指示之前，閣下已向本行通知閣下的安全密碼已經或可能被其他人獲悉。
- 5.3 指示必須以書面作出。然而，本行或會接受經由電話、傳真或任何電子理財服務作出的指示，惟或須簽署及提供本行可能要求的任何文件。

閣下有責任確保閣下作出的所有指示及時、準確、適當及完整。本行將不對下列各項引起的任何損失或損害負責：

pay or transfer the funds to the *account* of the intended payee.

We are not obliged to verify the accuracy, adequacy, and completeness of your instructions.

5.4 You acknowledge that email is not a completely reliable or secure method of communication. You must not use it to send us:

- notices in connection with any of our banking agreements; or
- sensitive communications, such as payment instructions. Payment instructions should be sent through the *electronic banking service* connected to your *account*.

5.5 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

5.6 You must ensure your *account* has sufficient funds for the purposes of giving instructions to us.

5.7 All instructions cannot be reversed and are binding on you.

5.8 When we receive a transaction instruction from you, we will debit any payment plus any charges payable for the transaction from your *account*.

5.9 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

5.10 We will be deemed to have received or executed your instruction only when you have received our confirmation that we have received or executed such instructions.

How we may act

5.11 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an *authorised person*. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- require written confirmation from you of a particular instruction;
- We may reverse any action taken on the basis of an instruction if our internal checks indicate that the instruction was not from you. We will not be responsible for any *loss* to you that results from such reversal;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so.

• 閣下的付款或轉賬指示延誤、不準確、不適當或不完整；或

• 任何第三方未能、拒絕或延遲向擬定收款人的戶口付款或轉賬。

本行並無義務核實閣下的指示是否準確、適當及完整。

5.4 閣下承認，電子郵件並非完全可靠或安全的通訊方式。閣下不得使用電子郵件向本行發送：

- 與本行的任何銀行協議有關的通知；或
- 敏感性通訊，例如付款指示。付款指示應透過與閣下的戶口連繫的電子理財服務發送。

5.5 閣下確認，以電子形式作出的所有指示（及本行的有關指示紀錄）均屬書面文件正本。閣下同意不會以其為電子形式為由，質疑其有效性、可接納性或可強制執行性。

5.6 閣下必須確保閣下的戶口有足夠資金應付閣下給予本行的指示。

5.7 閣下所有指示概不可撤銷，並對閣下有約束力。

5.8 當本行收到閣下的交易指示時，本行將從閣下的戶口中扣除任何付款以及就該筆交易應支付的任何收費。

5.9 閣下如需確認本行收悉指示並會在特定時間前執行，請與本行聯絡。

5.10 當閣下收到本行關於已收到或執行閣下指示的確認時，本行才被視為已收到或執行閣下的指示。

本行如何執行指示

5.11 本行可以：

- 執行不完整或不清晰的指示，前提是本行合理相信毋須向閣下或授權人士查詢而能夠自行更正有關資料。否則，本行可以拒絕執行不完整或不清晰的指示。
- 執行互相衝突的指示，並且在收到多個指示時自行決定執行順序；
- 訂定本行接納任何指示的條件；
- 聯絡閣下核實本行所收的任何指示；
- 要求閣下關於某個特定指示的書面確認；
- 如果本行內部核查指出某個指示並非由閣下發出，本行可撤回該指示所有的任何行動，以及本行概不就該撤回對閣下造成的任何損失負責；

For example, we may refuse to act if an instruction may involve a breach of our policy, any *security* procedure or any law or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country), result in an *account* being overdrawn, appears to conflict with another instruction from a joint accountholder or if we genuinely believe or suspect the instruction is unauthorised.

5.12 We may not execute your instructions, and will not be responsible for any *loss* resulting from such non-execution, if on the stipulated date of execution:

- there are insufficient funds in your *account* to execute your instructions; or
- your *account* does not contain sufficient funds to pay any charges, fees, interest or other sums that may be payable by you to us;
- you did not correctly use the *electronic banking services*;
- *circumstances beyond our control* prevent your instructions from being carried out despite reasonable precautions taken by us;
- the funds you instruct us to transfer or pay exceeds your personalised daily transfer limit or the category limit imposed on your *account*, whichever is lower;
- your *account* or any funds in your *account* have been put on hold;
- an order of court or any applicable law prohibits us from carrying out your instructions;
- our policy, *security* procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from carrying out your instructions; or
- your *account* is closed, frozen or inaccessible for any reason.

5.13 We may impose a *service charge* on unsuccessful *applications* to transfer funds or pay bills in the event this is due to the circumstances set out in the first 2 sub-points of clause 5.11 above. You will also be responsible for any charges imposed, or any other action taken, by a receiving bank or payee or an intended receiving bank or payee if any of the circumstances in clause 5.11 apply.

Payment instructions

5.14 You authorise us and each member of the *Standard Chartered Group* to act as the instructing financial institution to send your payment instructions (for example a cheque, traveller's cheque, money order or other similar instrument). You also authorise us or any third

- 根據本行慣常的業務運作及程序執行，並且只需在本行認為合理和實際可行的情況下接納指示。舉例而言，倘若指示可能涉及違反本行政策、任何保安程序或任何法律或任何機關的任何法律或規定（包括本行經營業務所在的任何司法管轄區的任何監管機構或任何超國家組織、官方機構（包括但不限於英國財政部、聯合國、歐盟或任何國家）施加的任何經濟和貿易制裁），則本行可拒絕執行。

5.12 倘若指示的執行日期發生下列情況，本行可不執行閣下的指示，並且將不就該不執行指示造成的任何損失負責：

- 閣下戶口內的資金不足以執行閣下的指示；或
- 閣下戶口內的資金不足以支付閣下應向本行支付的任何收費、費用、利息或其他款項；
- 閣下不正確地使用電子理財服務；
- 本行無法控制的情形，致使即使本行已採取合理的預防措施，亦不會執行閣下的指示；
- 閣下指示本行轉賬或付款的資金超過了閣下個人每日轉賬限額或者對閣下戶口訂明的類別限額（以較低者為準）；
- 閣下戶口或閣下戶口內的任何資金已被凍結；
- 法庭命令或任何適用法律禁止本行執行閣下的指示；
- 本行的政策、安全程序或任何主管當局的規定（包括本行經營業務所在的任何司法管轄區的任何監管機構或任何超國家組織、官方機構（包括但不限於英國財政部、聯合國、歐盟或任何國家）施加的任何經濟和貿易制裁）禁止本行執行閣下的指示；或
- 閣下的戶口因任何原因被結束、凍結或不可使用。

5.13 倘若因為上文第5.11條首兩點導致轉賬或付費不果，本行可能徵收服務費。倘若第5.11條的任何情形適用，閣下亦將對收款銀行或收款人或者擬定收款銀行或收款人徵收的任何收費及採取的任何其他行動負責。

付款指示

5.14 閣下授權本行及渣打集團各成員機構作為指示財務機構，發出閣下的付款指示(例如支票、旅行支票、滙票或類似文據)。閣下亦授權本行或收到付款指示的或任何第三方執行指示，猶如閣下直接向其發出付款指示。

party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

Inability to process

5.15 If we cannot process your instructions, we will, where possible, attempt to notify you of this.

Timing

5.16 If we receive an instruction on a non-business day or after our "cut-off time" for a *product*, we may treat it as having been received on the next business day.

Stopping or reversing a transaction

5.17 If we are instructed in writing to stop or reverse a transaction, we will attempt to do so. However, we are not liable for any *loss* you incur if we cannot do so. You will pay us for any *costs* we may reasonably incur in trying to stop or reverse a transaction.

Risks

5.18 You acknowledge and accept the risks of giving instructions by telephone, fax or through any *electronic banking service* (including the risk of technical malfunction in your or our *electronic equipment*, the risk of any instructions being unauthorised or given by an unauthorised person, the risk that we may process instructions twice if you send the same instructions to us in different forms and the risk that any information sent by *electronic banking services* cannot be guaranteed to be secure or free from virus, delay or any other third party attacks). In particular, we will not be responsible for wrongful instructions caused by malware in your computer or device; or man-in-the-middle attacks).

Instructions from us

5.19 You and each *authorised person* must follow our instructions in connection with accessing or using a *product* and comply with all applicable laws.

6 Account overdrawn

6.1 If you or an *authorised person* makes any withdrawal, payment or other transaction on an *account* (including by cheque or use of a *card* or *electronic banking service*) or any other debit it is made to the *account* which would result in:

- a debit (or negative) balance in the *account*; or
- any agreed overdraft limit applying to the *account* under a line of credit or other loan facility being exceeded,

this is known as overdrawing the *account*.

6.2 We need not:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an *account*, which would cause an *account* to be overdrawn; or
- transfer funds from any other *account* to the overdrawn *account* in order to effect the withdrawal or transaction.

無法處理

5.15 本行如無法處理閣下的指示，會盡量嘗試通知閣下此情況。

時間

5.16 本行如非在營業日或本行的產品「截止時間」之後收到指示，會視為在第二個營業日收到處理。

停止交易

5.17 本行如接獲停止或撤銷某項交易的書面指示，會嘗試按此執行，但對於無法停止交易而導致閣下蒙受的任何損失概不負責。閣下將向本行支付本行可能因嘗試停止或撤銷交易而合理收取的任何費用。

風險

5.18 閣下確認並且接受通過電話、傳真或任何電子理財服務發出指示的風險（包括閣下或本行電子設備出現技術故障的風險，任何指示未經授權或由未經授權人士發出的風險，本行因閣下以不同形式發出相同指示而執行該指示兩次的風險，以及經電子理財服務發出的任何資料未必保密或不受病毒或延誤或任何其他第三方的攻擊影響的風險）。尤其是對於閣下電腦或裝置中的惡意程式或攔截式攻擊造成的錯誤指示，本行概不負責。

本行的指示

5.19 閣下及各授權人士必須依據本行就連繫或使用個別產品發出的指示行事，並須遵守所有適用法例。

6 戶口透支

6.1 倘若閣下或授權人士對戶口作出任何提款、付款或其他交易（包括以支票或卡產品或電子理財服務作出）或戶口的任何其他扣賬，而導致：

- 戶口出現結欠（或負值）餘額；或
- 超逾備用透支或其他貸款服務給予該戶口的任何協定透支上限，

則稱為戶口透支。

6.2 本行不需要：

- 在會導致戶口透支的情況下接納任何指示或允許任何提款或交易或兌現任何支票或其他文據；或
- 從任何其他戶口轉賬至透支戶口，以便進行

- 6.3 We may (but need not) allow an *account* to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an *authorised person*.
- 6.4 If we allow an *account* to be overdrawn:
- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
 - the amount by which the *account* is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
 - when we ask, you must repay that advance and any interest which is calculated in accordance with our usual practice and at the interest rate that we notify to you.

7 Notices and communications

Contact information

- 7.1 You must give us in writing or by any other means we specify your address, telephone, fax number, email address and *mobile phone number* for receipt of notices and other communications in connection with our banking agreement. If these details change you must give us reasonable advance notice in writing or other manner we specify before the change has taken place.

Form of notices and communications

- 7.2 Unless otherwise provided in our banking agreement, notices and communications shall be sent to the address, telephone number, fax number, email address or *mobile phone number* last notified. You authorise us to send notices and communications to you in connection with our banking agreement electronically including by fax, email, *SMS* or via the *online banking* inbox.
- 7.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches or on our website.

When notices and communications to you are effective

- 7.4 Unless otherwise provided in our banking agreement, our notices and communications to you are effective:
- if sent by fax, at the time shown on the transmission report as being successfully sent;
 - if delivered personally, at the time of delivery;
 - if sent by post within Hong Kong, 2 days after posting;
 - if sent by post outside Hong Kong, 7 days after posting;
 - if sent by email or *SMS*, 4 hours after we send it unless we receive a delivery failure receipt;
 - if delivered via the *online banking* inbox, 24 hours after we send it; and

提款或交易。

- 6.3 倘若本行認為執行閣下或授權人士的指示而必須透支，則本行可以（但非必須）允許戶口透支（即使並無作出透支要求）。
- 6.4 倘若本行允許戶口透支：
- 這只適用於有關指示，並不表示本行日後也會允許類似的透支情況；
 - 戶口透支數額視為本行向閣下提供的墊款，而閣下欠本行同額債項；
 - 閣下必須在本行要求時償還有關墊款，另加按照本行慣常做法及本行通知閣下的利率計算的任何利息。

7 通知及通訊

聯絡資料

- 7.1 閣下必須就本行銀行協議的相關通知及其他通訊，向本行書面或以本行指定的任何其他方式提供閣下的地址、電話、傳真號碼、電郵地址及手提電話號碼。該等資料如有更改，務請在更改生效前給予本行合理的預先以書面方式或本行指定的其他方式通知。

通知及通訊形式

- 7.2 除本行銀行協議另有規定者外，通知及通訊必須發往最後知會的地址、電話號碼、傳真號碼、電郵地址或手提電話號碼。閣下授權本行以電子方式（包括透過傳真、電郵、短訊或透過網上理財收件箱）向閣下發送與本行銀行協議有關的通知及通訊。
- 7.3 在若干情況下，本行的通知及通訊可能以報章、本行分行或網站上刊發的公告形式作出。

致閣下的通知及通訊生效時間

- 7.4 除本行銀行協議另有規定者外，本行致閣下的通知及通訊生效時間如下：
- 倘以傳真發出，則於傳真報告所示的成功發送時間生效；
 - 倘由專人送遞，則於送達時間生效；
 - 倘在香港境內郵寄，則於寄出2日後生效；
 - 倘在香港境外郵寄，則於寄出7日後生效；
 - 倘以電郵或短訊發出，則於本行發出4小時後生效，惟本行收到發送失敗通知除外；
 - 倘經網上理財提示訊息發出，則於本行發送後24小時生效；而

- if published in daily newspapers, posted at any of our branches, our ATMs or on our website, at the time of publication or posting.

When notices and communications to us are effective

- 7.5 Your communications are effective when we actually receive them in legible form.
- 7.6 You should give us any other formal notice in connection with the *electronic banking services* in writing to any of our branches in the country where you maintain an *account*.

Recording of telephone conversations

- 7.7 Subject to any applicable law, you consent to us recording our telephone conversations with you or an *authorised person* (and you confirm you are authorised to provide consent on behalf of the *authorised person*). We may inform that person when we do. We may use the recorded conversations or transcripts in any dispute in connection with our banking agreement.

Digital signatures

- 7.8 Instructions and communications digitally signed and supported by a digital certificate will have the same validity, admissibility and enforceability as if signed in writing.
- 7.9 Any communication that is digitally signed must comply with any applicable law.

Electronic contracts

- 7.10 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.
- 7.11 You must not dispute the contents of any communication (including any *application*) sent to us using *electronic equipment*.

Notices and Communications to joint accountholders

- 7.12 If you are joint accountholders, communications (including notice of any variation to our banking agreement and any statements (including any *consolidated statements*)) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.
- 7.13 All communications, including communications through the *electronic banking services*, which meet our internal requirements shall be deemed to be valid, accurate and authentic.

Part C - Electronic banking

8 What is electronic banking?

Overview

- 8.1 *Electronic banking services* are a range of banking and other services or facilities that use *electronic equipment* and include the following:
- *online banking*
 - *ATM and debit card services*
 - *phone banking*

- 倘於報章、本行分行、本行自動櫃員機或本行網站刊發，則於刊發或張貼時生效。

致本行通知及通訊的生效時間

- 7.5 閣下的通訊在本行實際收到有關清晰可讀通訊時生效。
- 7.6 閣下應以書面方式向本行位於閣下維持戶口所在國的任何分行發送與電子理財服務有關的任何其他正式通知。

電話通話錄音

- 7.7 在任何相關法例允許的情況下，閣下同意本行錄下本行與閣下或授權人士的電話通話（並且閣下確認有權代表授權人士表示同意）。本行錄音時或會知會對方。本行可將有關通話錄音或謄本用於涉及本行銀行協議的任何爭議。

數碼簽署

- 7.8 經數碼簽署並附數碼證書證明的指示及通訊，其有效性、可接納性及可強制執行性與書面簽署相同。
- 7.9 任何經數碼簽署的通訊均須符合任何相關法例。

電子合約

- 7.10 閣下信納電子形式簽訂的合約雖涉及法律風險但可予強制執行。
- 7.11 對於以電子設備發予本行的任何通訊（包括任何申請），閣下對其內容不得爭議。

致聯名戶口持有人的通知及通訊

- 7.12 閣下如屬聯名戶口持有人，發往閣下通知本行作為接收本行銀行協議相關通知及其他通訊的地址之通訊（包括本行銀行協議的任何更改通知及任何月結單（包括任何綜合月結單）），均視為正式向閣下全體發出。
- 7.13 凡符合本行內部規定的所有通訊（包括透過電子理財服務作出的通訊）須視為有效、準確及真實。

C 部 - 電子理財

8 何謂電子理財？

概覽

- 8.1 電子理財服務指利用電子設備提供的各種理財及其他服務或設施，包括：
- 網上理財

- Banking services provided via cash deposit machines
- SMS banking
- electronic alert
- mobile banking
- fund transfer services
- point of sale banking
- eStatements
- other e-commerce or value added services.

Please contact us for details of the *electronic banking services* available to you.

Using electronic equipment

8.2 When a transaction is made with *electronic equipment* using a *security code*, you authorise us to act on the instructions entered into that *electronic equipment*.

We treat use of a *security code* as evidence that you or an *authorised person* issued the instructions (see clause 5 for more details).

Problems with instructions

8.3 If it is not possible to direct an electronic banking service to a specified *account* in accordance with the instructions you or an *authorised person* gives through the *electronic equipment*, we may direct it to any *account* that is linked to a *security code*.

9 Using electronic banking services

Availability

9.1 *Electronic banking services*, and certain facilities under the *electronic banking services*, may be available only for certain types of *accounts* or *products* and not others. You accept that there are certain facilities and services that cannot be accessed through our *electronic banking services*.

Eligibility

9.2 You and each *authorised person* must be at least 18 years of age to use *electronic banking services*. However, if we permit you or an *authorised person* to use *electronic banking services* even though you or they are below 18 years of age, this does not affect our rights under our banking agreement.

Preconditions to use

- 9.3 We only make an *electronic banking service* available if:
- you are recorded as the legal and beneficial owner of an *account* and use of the electronic banking service in respect of such *account* is acceptable to us;
 - you have registered our *electronic banking service*. Contact us to arrange this; and
 - you and each *authorised person* has complied with the activation procedures we specify.

Guidelines

9.4 If we issue any guidelines in connection with

- 自動櫃員機及借記卡服務
- 電話銀行服務
- 透過現金存款機提供的理財服務
- 短訊理財
- 電子提示
- 流動電話銀行服務
- 轉賬服務
- 銷售點理財
- 電子月結單
- 其他電子商務或增值服務。

如欲索取閣下可享用的電子理財服務詳情，請與本行聯絡。

使用電子設備

8.2 如有交易通過電子設備使用保安密碼進行，閣下授權本行執行輸入該電子設備的指示。

本行會將保安密碼視為閣下或授權人士發出指示的憑證（詳見第5條）。

指示問題

8.3 若未能根據閣下或授權人士使用其電子設備經電子理財服務往指示至特定戶口，本行可能將往此指示至有保安密碼相連戶口。

9 使用電子理財服務

提供範圍

9.1 電子理財服務及其下若干設施可能只供部分類別戶口或產品使用。閣下接受若干設施和服務可能無法透過本行電子理財服務連繫。

資格

9.2 閣下及各授權人士必須至少年滿18歲，才可使用電子理財服務。然而，即使閣下或授權人士未滿18歲，倘若本行允許閣下或授權人士使用電子理財服務，並不影響本行在本行銀行協議下的權利。

使用前提

- 9.3 本行只在下列前提下提供電子理財服務：
- 閣下按紀錄所示為戶口的合法實益擁有人，而本行接納通過電子理財服務使用此戶口。
 - 閣下已登記本行的電子理財服務。如需安排，請與本行聯絡；及

the use of any *electronic banking services*, the guidelines must be followed whenever anyone accesses or uses the *electronic banking service*. We are not liable for any loss you incur as a result of any failure to do so.

Limits

9.5 *Electronic banking services* may be limited to specific amounts set by law or by us or by the owner or operator of the *electronic equipment*. For example, there are maximum and minimum daily withdrawal amounts that may vary.

Application of terms

9.6 These terms apply to your use of an *electronic banking service* whenever you subscribe for the *electronic banking service* even if you subscribe after you begin to use a *product*.

Joint accounts

9.7 If the *account operating authority* for a joint account is "both/all to sign", you agree that each joint accountholder is taken to be subscribing to the *electronic banking services*, and access to the *electronic banking services* is restricted to viewing of information only and not conducting transactions.

9.8 If the operating authority for a joint account is single signing authority, you agree that:

- all joint accountholders may operate the account using the *electronic banking services* in accordance with these Client Terms (even if you are not registered to use the relevant *electronic banking services*); and
- any single joint accountholder may validly give instructions by the *electronic banking services* in connection with that joint account.

Operating times and availability

9.9 The *electronic banking services* will usually be available for use during normal operating hours or at the times set out in any applicable guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and *circumstances beyond our control* may mean it is not always possible for the *electronic banking services* to be available during all normal operating hours, which you accept.

9.10 The availability and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability, signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Software compatibility

9.11 When you use our *electronic banking services* we may provide your system with *electronic banking software* which may be needed for you to operate such *electronic banking services*. Alternatively, the *electronic banking software* may be supplied to you in some other way. It is your responsibility to ensure that the *electronic banking software*, if supplied to you, is compatible with your system. We shall not be responsible for any loss or damage you suffer

- 閣下及各授權人士已按本行所訂的啟用程序啟用。

指引

9.4 本行如就任何電子理財服務的使用發出任何指引，則任何人士取用或使用有關電子理財服務均須符合該指引。本行對於閣下因不符指引而蒙受的任何損失概不負責。

限制

9.5 電子理財服務或可能受到法律或本行或電子設備擁有人或營運人所定的特定數額規限。舉例而言，每日提款上限及下限可能不同。

條款適用範圍

9.6 此等條款在閣下申請電子理財服務時即規範有關使用，即使閣下在開始使用產品後才申請有關電子理財服務亦然。

聯名戶口

9.7 倘若聯名戶口的戶口操作權為「雙方／全體簽署」，則閣下同意各聯名戶口持有人視為申請有關電子理財服務，而有關電子理財服務限於檢視資料而不能進行交易。

9.8 倘若聯名戶口的戶口操作權為單方簽署，則閣下同意：

- 所有聯名戶口持有人均可根據本客戶條款以電子理財服務操作戶口（即使閣下並無登記使用有關電子理財服務）；且
- 任何個別聯名戶口持有人均可通過電子理財服務就該聯名戶口作出有效指示。

操作時間及提供

9.9 電子理財服務通常僅在一般操作時間或任何適用指引所示或另行通知閣下的時間內提供。然而，由於存在例行保養需要、用量超額以及本行控制範圍以外情況，閣下接受電子理財服務未必能在的一般操作時間之內提供。

9.10 電子理財服務的提供和正常運作視乎於多變的情況，包括地點、流動網絡服務及互聯網的可用性、訊號強度，以及閣下的軟件和硬件、流動網絡營運商、手提電話及電腦的正常運作。

軟件相容性

9.11 在閣下使用本行電子理財服務時，本行可能向閣下的系統提供閣下操作有關電子理財服務所需的電子理財服務軟件，或者以其他方式向閣下提供電子理財服務軟件。閣下有責任確保電子理財服務軟件（如已提供給閣下）與閣下的系統相容。對於閣下因電子理財服務軟件與閣

as a result of any incompatibility between the *electronic banking software* and your system.

Ownership rights in connection with the electronic banking software and other information

9.12 If supplied, you will have a non-exclusive, non-transferable, temporary licence to use the *electronic banking software* only for the purpose of accessing the *electronic banking services*. The *electronic banking software* contains valuable information that belongs to us or others. You must not transfer, modify or tamper in any way with the *electronic banking software*. You must not use the *electronic banking software* except in connection with accessing our *electronic banking services*; must not take copies, sell, assign, lease, sub-license or otherwise transfer them to any third party; or must not try to decompile, reverse engineer, input or compile any of the *electronic banking software*.

9.13 You are responsible for complying with the local laws of the country from which you use the *electronic banking software*.

Access

9.14 When you uses *electronic banking services* you or they must:

- not access the *electronic banking services* using any *electronic equipment* not owned by you or them or which you or they are not licensed or authorised to use; and
- take all reasonably practical measures to ensure that any *electronic equipment* from which you or they access the *electronic banking services* is free of and adequately protected against any computer virus or other malicious software.
- As the *electronic banking services* can be accessed through the internet, other communication channels or, as the case may be, public systems over which we have no control, we will not be responsible for any loss or damage suffered by you or them as a result of any computer viruses, Trojan horses, worms, software bombs, malware or similar processes arising from your use of the *electronic banking services* through the internet or those other communication channels or public systems.

Unauthorised overdrafts

9.15 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. In particular, you must remember that cheques and any payment instructions you or an *authorised person* has given using the *electronic banking services* may not be given immediate value or immediate effect and might not always be immediately reflected in the *balance owing*.

9.16 You must not use the *electronic banking services* to create an unauthorised overdraft on your *account* and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the *account* in question.

下的系統不相容而遭受的任何損失或損害，本行概不負責。

與電子理財服務軟件及其他資料有關的擁有權

9.12 倘若被提供，閣下將擁有非專屬、不可轉讓、臨時許可，僅為使用電子理財服務之目的而使用電子理財服務軟件。電子理財服務軟件包含歸本行或其他人士擁有的寶貴資料。閣下不得以任何方式轉讓、修改或篡改電子理財服務軟件。閣下不得使用電子理財服務軟件，但與使用本行電子理財服務有關的情況除外；不得複製、銷售、出讓、出租、轉授或以其他方式將電子理財服務軟件轉讓予任何第三方；亦不得試圖編改、重組、輸入或編寫任何電子理財服務軟件。

9.13 閣下負責遵守閣下使用電子理財服務軟件所在國的本地法律。

使用

9.14 閣下或授權人士使用電子理財服務時：

- 不得以任何並非閣下或授權人士自行擁有或閣下或授權人士未經批准或授權使用的電子設備使用電子理財服務；而且
- 必須採取一切合理實際措施，確保閣下或授權人士用以使用電子理財服務的電子設備並無任何電腦病毒或其他惡意軟件，而且對此設有充份保護。
- 由於電子理財服務可透過本行無權控制的互聯網、其他通訊渠道或公共系統（視情況而定）使用，對於閣下或授權人士因閣下透過互聯網或其他通訊渠道或公共系統使用電子理財服務引起的任何電腦病毒、特洛伊木馬、蠕蟲、軟件炸彈、惡意程式或者類似程序令閣下或授權人士招致的任何損失或損害，本行概不負責。

未經授權透支

9.15 閣下不得依賴電子理財服務的運作防止未經授權透支。敬請緊記，閣下或授權人士以電子理財服務發出的支票及任何付款指示未必即時有價值或效力，而且未必經常可即時於欠款結餘反映。

9.16 閣下不得使用電子理財服務以在閣下戶口上產生未經授權透支，並且本行有權拒絕接受造成任何相關未經授權透支的指示。若產生未經授權透支，本行可採取本行認為合適的任何行動，並向相關戶口收取任何利息和收費。

電話銀行服務

9.17 使用電話銀行服務時，倘若閣下問及而本行報

Phone banking

- 9.17 When using phone banking, if you ask and we quote any exchange rate or interest rate to you, the rates are for your reference only and are not binding on us unless we subsequently confirm the rates in writing.
- 9.18 You must ensure your *account* has sufficient funds for the purposes of giving instructions using phone banking.

Information provided at ATMs not conclusive

- 9.19 Information provided at *ATMs* in connection with your *account* (such as your credit or debit balance) may not reflect the *balance owing* at that time.

Electronic alerts

- 9.20 The *electronic alerts* available are:

Alert type	Description
SMS alerts - automatic alerts	No prior subscription required.
SMS alerts - subscriber alerts	You must subscribe and select the types of SMS alerts which you wish to receive.
Email alerts - automatic alerts	No prior subscription required.
Email alerts - subscriber alerts	You must subscribe and select the types of email alerts which you wish to receive.

- 9.21 We may vary the types of *electronic alerts* available without notice to you. They are sent only when available and practicable.
- 9.22 We will send the *electronic alerts* to either your *mobile phone number* or an email address you provide. In the event you want to make any changes to your mandatory alerts, this must be done by through our contact centre.
- 9.23 To receive *electronic alerts* you will need to select and set the *preferences* through a Standard Chartered *ATM* by logging into your *online banking account* or by submitting an *application* in the prescribed format.

Availability

- 9.24 The availability and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

Suspension

- 9.25 We may suspend any *electronic banking service* temporarily at any time for maintenance and upgrading of services.

Fees and charges

- 9.26 We may charge you fees and charges for the *electronic banking services*. We can change these fees and charges by giving you at least

出任何匯率或利率，有關數據僅供參考，除非本行其後書面確認，否則對本行概無約束力。

- 9.18 閣下必須確保戶口有充足資金，以便使用電話銀行服務作出指示。

在自動櫃員機上提供的資料不具決定性

- 9.19 在自動櫃員機上提供的與閣下戶口有關的資料(如閣下的正數或負數結餘)未必能反映當時的結餘。

電子提示

- 9.20 電子提示為：

提示類別	說明
短訊提示 - 自動提示	不需預先訂閱。
短訊提示 - 訂閱提示	閣下必須訂閱和選擇有興趣接收的短訊提示。
電郵提示 - 自動提示	不需預先訂閱。
電郵提示 - 訂閱提示	閣下必須訂閱和選擇有興趣接收的電郵提示。

- 9.21 本行可更改電子提示類別而不另行通知。電子提示僅在可用且可行的情況下發送。
- 9.22 本行將向閣下提供的手提電話號碼或電郵地址發送電子提示。倘若閣下希望對閣下的必要提示作出任何更改，必須透過本行聯絡中心進行。
- 9.23 如要收到電子提示，閣下需透過渣打自動櫃員機自選閣下的網上理財戶口並完成設定，或提交本行訂明之申請表。

提供範圍

- 9.24 電子理財服務的提供和正常運作取決於多項可變因素，包括地點、流動網絡服務及互聯網的可用性及其訊號強度，以及閣下的流動網絡營運商、手提電話及電腦軟、硬件的正常運作。

暫停

- 9.25 本行可就保養和提升服務而隨時暫停任何電子理財服務。

費用及收費

- 9.26 本行可就電子理財服務向閣下收取費用及收費。本行可提前至少30天，向閣下發出通知調整該等費用及收費。倘若本行向閣下發出前述通知，而閣下在通知期內取消使用電子理財服務，則閣下無須支付任何擬調高的費用及收費。但是，若閣下在通知期後繼續使用電子理

30 days' notice. If we give you such a notice, you will not have to pay any proposed increase as long as you cancel your use of the electronic banking service during the notice period. However, your continued use of the electronic banking service after the notice period shall be conclusively deemed to be your acceptance of such changed fees and charges.

9.27 In addition to any fees and costs you must pay us, you must pay any fees or charges imposed by the provider of the *electronic equipment* and your telecommunications provider for using the *electronic banking services*.

Variations

9.28 We may at any time:

- vary the way any *electronic banking service* operates; or
- add to, remove or otherwise vary, end or suspend any of the facilities available under any *electronic banking service*.

You and each *authorised person* are taken to be bound by any variation to the operation of an *electronic banking service* if you or they continue to access the *electronic banking service* after we notify you of the variation.

Ownership of software

9.29 If we allow you to use any *electronic banking service* software, we grant you a non-exclusive licence to use the *electronic banking service* software only for the purpose of accessing *electronic banking services*. The *electronic banking service* software is valuable property which belongs to us or others.

9.30 You must not:

- take copies, sell, assign, transfer or otherwise deal with the *electronic banking service software* or your licence to use it; or
- attempt to decompile, reverse engineer, input or compile any of the *electronic banking service software*.

9.31 If you access *electronic banking services* in a country other than Hong Kong you must comply with the laws of the other country including obtaining any licence you need to take the *electronic banking service* software into or out of the country.

10 Mobile and SMS banking

10.1 We may restrict access to *mobile banking* and *SMS banking*. For example for some *products* we may not offer it to *accountholders* or *cardholders* who are minors or joint *accountholders*.

10.2 *Mobile banking* and *SMS banking* are only available for mobile phones and similar devices with data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.

10.3 You may have to apply to us for use of *mobile banking* or *SMS banking* by *online banking* or by any other method as stipulated by us.

財服務，則被確定為閣下接受該等經調整的費用及收費。

9.27 除了閣下須向本行支付的任何費用及開支，閣下亦須支付電子設備供應商或閣下的電訊供應商因電子理財服務的使用而徵收的任可費用或收費。

修改

9.28 本行可以隨時：

- 修改任何電子理財服務的操作方式；或
- 增減或以其他方式改變、終止或暫停任何電子理財服務之下可用的任何設施。

倘若在本行通知閣下電子理財服務的任何操作修改後，閣下或各授權人士繼續使用電子理財服務，則視為接受有關修改約束。

軟件擁有權

9.29 倘若本行允許閣下使用任何電子理財服務軟件，本行授予閣下一項非專屬許可，僅為使用電子理財服務之目的而使用電子理財服務軟件。電子理財服務軟件是歸本行或其他人士擁有的寶貴財產。

9.30 閣下不得：

- 複製、銷售、出讓、轉讓或以其他方式處理電子理財服務軟件或閣下使用該軟件的許可；或
- 試圖編改、重組、輸入或編寫任何電子理財服務軟件。

9.31 倘若閣下在香港以外的國家使用電子理財服務，閣下必須遵守其他國家的法律，包括取得閣下將電子理財服務軟件帶入或帶出該國所需的任何許可。

10 流動電話銀行服務及短訊理財

10.1 本行可限制使用流動電話銀行服務及短訊理財。例如，就若干產品而言，本行可能不會將此提供予屬未成年人士或聯名戶口持有人的戶口持有人或持卡人。

10.2 流動電話銀行服務及短訊理財僅供符合本行所列規格及設定的手提電話及帶數據連接的類似裝置使用。閣下必須自費取得和維持符合有關規定的手提電話和數據連接。

10.3 閣下可透過網上理財或本行規定的任何其他方式，向本行申請使用流動電話銀行服務或短訊理財。

- 10.4 We may take up to a maximum of 7 business days from the date of receipt of your *application* to activate *mobile banking* and *SMS banking*.
- 10.5 Any transaction made through your *mobile banking user ID* shall be deemed to have originated from you if the correct login password was submitted
- 10.6 The *mobile app* and the information or materials obtained via the *mobile app* and *mobile banking* are granted to you by us for your sole use on a non-exclusive and non-transferable basis.
- 10.7 *Mobile banking* and *SMS banking* are available to you only if you are within the cellular or mobile network service range of the particular cellular or network service provider providing services to you. We are not responsible for your inability to use *mobile banking* and/or *SMS banking* if you are not within such network service range.
- 10.8 You agree to pay us and any third party telecommunication providers all applicable rates and charges related to your use of *mobile banking* or *SMS banking*, and we shall debit from your *account* any unpaid rates and charges.
- 10.9 We may change the layout, form and wording of any of our *mobile apps* or screens and in particular, those on which our *mobile banking* is provided.

Setting preferences and receiving alerts

- 10.10 We may not give effect to any *preferences* if we have reason to suspect that the *preferences* are not genuine, are improper or unclear.
- 10.11 Your *mobile phone number* and email *account* must be active and accessible to receive *electronic alerts*. You acknowledge that if your *mobile phone number* or email *account* remains inaccessible for a continuous period, you may not receive *electronic alerts* sent during such period.

Mobile and *SMS banking* are dependent on the infrastructure, connectivity and services provided by service providers engaged by us or you. You therefore accept that timeliness, accuracy, and/or readability of *electronic alerts* will depend in part on these third party service providers. We are not responsible for non-delivery or delayed delivery, error, loss or distortion in transmission of *electronic alerts* if this is due to the fault of such service providers.

11 Fund transfer services by electronic banking services

- 11.1 This clause 11 applies only if the respective services are available under the *fund transfer services* for your type of *product*.
- 11.2 You and each *authorised person* may use *electronic banking services* to access the following services for the purposes set out below:

- 10.4 自收到閣下申請之日起，本行可能最多需要7個營業日啟動流動電話銀行服務及短訊理財。
- 10.5 透過閣下流動電話銀行服務用戶ID作出的任何交易，如已提交正確的登入密碼，則被視作由閣下發起的交易。
- 10.6 流動應用程式及透過流動應用程式和流動電話銀行服務獲得的資料或附件，由本行授予閣下，供閣下在非專屬及不可轉讓為本獨家使用。
- 10.7 僅在閣下位於向閣下提供服務的特定行動電話或網絡服務供應商的行動電話或流動網絡服務範圍內時，閣下才可使用流動電話銀行服務及短訊理財。倘若因閣下不在有關網絡服務範圍內導致閣下無法使用流動電話銀行服務及／或短訊理財，本行對此概不負責。
- 10.8 閣下同意向本行及任何第三方電訊服務供應商，支付與閣下使用流動電話銀行服務或短訊理財有關的一切適用費用及收費，且本行可從閣下戶口中扣除任何欠付費用及收費。
- 10.9 本行可調整本行的任何流動應用程式或螢幕（尤其是提供本行流動電話銀行服務的流動應用程式或螢幕）的版面配置、格式及用詞。

設置喜好設定及接收提示

- 10.10 倘若本行有理由懷疑任何喜好設定不真實、不恰當或含糊不清，本行可能不會使有關喜好設定生效。
- 10.11 閣下的手提電話號碼及電郵賬戶必須是有效及可使用的，以便接收電子提示。閣下承認，若閣下的手提電話號碼或電郵賬戶在持續期內未有連繫上，閣下可能無法收到於該期間發送的電子提示。

流動電話銀行服務及短訊理財取決於本行或閣下所聘用的服務供應商提供的系統設施、連接性及服務。因此，閣下承認，電子提示的及時性、準確性及／或可見性，部分取決於該等第三方服務供應商。對於因為該等服務供應商的過失而造成的未發出或延遲發出電子提示或者傳輸電子提示時出現錯誤、損失或失真，本行概不負責。

11 經電子理財服務處理的轉賬服務

- 11.1 本第11條僅於閣下的產品類別可以享用轉賬服務下有相關服務的情況下適用。
- 11.2 閣下及各授權人士可就以下目的通過電子理財服務使用下列服務：

Name of service	Purpose
Interbank funds transfer service	To instruct us to transfer funds from a <i>source account</i> to a specified <i>account</i> with another bank in Hong Kong.
Own <i>account</i> funds transfer service	To instruct us to transfer funds between <i>accounts</i> . This service may only be used where all named accountholders are identical across the <i>accounts</i> but excluding <i>accounts</i> which are known to us to be held by you in different capacities including trust <i>accounts</i> or estate <i>accounts</i> .
Bill payment service	To instruct us to transfer funds for payments from a <i>source account</i> to a specified payee.
Third party intrabank funds transfer service	You and each <i>authorised person</i> may use the third party intrabank funds transfer service to instruct us to transfer funds from a <i>source account</i> to a specified <i>account</i> with us which is held in the name of any one or more accountholders which is different from those in the <i>source account</i> , or an <i>account</i> known to us to be held by you in different capacities.
International telegraphic transfer service	To instruct us to transfer funds from a <i>source account</i> to a specified <i>account</i> with a bank in another country.
Transfer between <i>account</i> and Mobile Wallet	To instruct us to transfer funds from a <i>source account</i> to an electronic <i>account</i> accessed through a mobile phone that can be used to store and transfer value.

Fund transfer limits

- 11.3 We reserve the right to select the agent, where necessary, to effect the remittance to places where we do not have a presence.
- 11.4 Encashment of the remittance is subject to our internal policies and guidelines as well as the laws and regulations of the country where encashment is to be made. In this respect, you must comply with all anti-money laundering and anti-terrorism laws. Neither we nor the agents are responsible for any loss or delay caused by such laws and regulations.
- 11.5 If you require a refund of the remittance amount, we refund you at the prevailing buying rate for the relevant currency less all charges and expenses.
- 11.6 We will determine the order of priority in executing your instructions to transfer funds and any other existing arrangements or instructions you may have made with or given to us.

服務名稱	目的
跨行轉賬服務	指示本行將資金從來源戶口轉至香港另一銀行的指定戶口。
名下戶口轉賬服務	指示本行在各戶口之間轉移資金。本服務僅在各戶口的所有記名戶口持有人相同的情況下提供，但不包括本行知悉閣下以其他身分（包括信託戶口或遺產戶口）持有的戶口。
繳付賬單服務	指示本行從來源戶口撥資支付指定收款人。
轉賬至本行第三方戶口服務	閣下及各授權人士均可利用轉賬至本行第三方戶口服務，指示本行將資金從來源戶口轉至由不同於來源戶口持有人的任何一名或多名人士名下的本行指定戶口，或本行知悉閣下以不同身分持有的戶口。
國際電匯服務	指示本行將資金從來源戶口轉至另一國家的指定銀行戶口。
戶口與手提電話錢包間之轉賬	指示本行將資金從來源戶口轉至電子戶口，該電子戶口透過可用來儲存及轉移價值的手提電話使用。

轉賬限制

- 11.3 本行保留揀選代理人（如必要）的權利，以在本行未有支行的地方執行匯款。
- 11.4 匯款之兌現須遵循本行的內部政策及指引，以及作出兌現所在國家的法律及法規。就此而言，閣下必須遵守所有反洗黑錢及反恐怖主義律法。對於因該等律法導致的任何損失或延遲，則本行或代理人概不負責。
- 11.5 倘若閣下要求退還匯款金額，本行以相關貨幣當時之買入價兌換款項，及扣除所有收費及費用後，退還餘下款項予閣下。
- 11.6 本行自行決定執行閣下的轉賬指示以及閣下與本行作出或向本行發出的任何其他現行安排或指示的先後次序。
- 11.7 本行無法保證收款銀行在何時將相關金額記入閣下的收款人戶口。閣下負責在轉賬到期日期之前提前預算足夠的時間向本行發出轉賬指

- 11.7 We cannot guarantee the time at which the receiving banks will credit the *account* of your payees. You are responsible for initiating your transfer instruction to us sufficiently in advance of the due date of your transfer to avoid incurring a finance charge or other charges.
- 11.8 The rate of exchange applying to each electronic fund transfer transaction is our prevailing rate of exchange for the relevant currencies at the time that such transaction is processed, and not at the time the instruction is entered by you. You must indemnify us for any shortfall arising from such conversion.
- 11.9 If you use any of our funds transfer services:
- You must register each recipient using *online banking* before you may make an online funds transfer to the recipient. You are solely responsible to ensure that all the information provided with respect to the online funds transfer is true and accurate; and
 - The rate of exchange apply to each online funds transfer is our prevailing rate of exchange for the relevant currencies at the time the online funds transfer is processed, and not at the time the instruction is entered by you.
- 11.10 We will not be liable for any *loss* incurred as a result of you not complying with any of your obligations or responsibilities with respect to our fund transfer service.
- We reserve the right to revise all funds transfer charges with reasonable notice.
- 11.11 You and each *authorised person* may issue as many instructions to transfer funds in any one day as you wish. However, you and each *authorised person* may only issue instructions to transfer up to the category or personalised limit per day.
- 11.12 The category daily limit may differ for different types of fund transfers and different types of *accounts*. The limits may also be applied on an aggregated basis between differing *fund transfer services*. For details of the category limits, see our website.
- 11.13 You may lower certain limits for *accounts* by *online banking*. Your personalised limit will apply to all *accounts*.
- 11.14 If you want to increase the limit after lowering it (subject always to the ceiling of the preset daily limit) you may do so online as set out on our website. Alternatively, please contact us.
- 11.15 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

Bill payment services

- 11.16 If you use the bill payment services, we may give reports to payees, listing all users of the *electronic banking services* who have made payments to that payee and the respective amounts paid by each of those users. You consent to us to disclosing to the payee any information required in the reports.

示，以免招致匯金費用或其他收費。

- 11.8 適用於各電子轉賬交易的匯率為本行於處理有關交易之時（而非閣下輸入有關指示之時）相關貨幣當時的匯率。閣下必須彌償本行因有關兌換而導致的任何短缺款項。
- 11.9 倘若閣下使用本行的任何轉賬服務：
- 在閣下向收款人作出網上轉賬之前，閣下必須使用網上理財服務登記各收款人。閣下自行負責確保就網上轉賬提供的全部資料均是真實及準確的；及
 - 適用於各網上轉賬的匯率為本行在處理網上轉賬之時相關貨幣當時的匯率，而非閣下輸入指示之時所出示的匯率。
- 11.10 對於閣下因未遵守與本行轉賬服務有關的任何義務或責任而招致的任何損失，本行概不承擔責任。
- 本行保留在發出合理通知後更改所有轉賬收費的權利。
- 11.11 閣下及各授權人士在任何一日之內可發出的轉賬指示次數並無限制。然而，閣下及各授權人士所發指示轉賬的資金最多不能超過類別或個人設定的每日上限。
- 11.12 不同類別資金轉賬及不同類別戶口的預設每日上限或有不同。有關上限亦可能適用於不同轉賬服務所涉總額。有關類別上限的詳情，請參閱本行網站。
- 11.13 閣下可以通過網上理財降低戶口的若干上限。閣下的個人設定上限適用於所有戶口。
- 11.14 上限降低後閣下如擬重新提升上限（不得超過預設每日類別上限），閣下可透過本行網站登入網上理財服務提升上限，或者與本行聯絡。
- 11.15 每次國際電匯服務交易均須符合本行網站所載的每筆交易轉賬額下限及上限。

繳付賬單服務

- 11.16 閣下如使用繳付賬單服務，本行可向收款人發出報告，列出使用電子理財服務向該收款人付款的所有用戶及其各自繳付的金額。閣下同意本行向收款人披露有關報告所需的資料。
- 11.17 本行可每日或定期向所有收款人提供報表。該報表將列出向該收款人付款的所有繳付賬單服務用戶及其各自向收款人繳付的金額。

11.17 We may provide a report on a daily or other regular basis to all payees. This report will list out all the users of the bill payment services who have made payments to that payee and the respective amounts paid by each of those users to that payee.

11.18 Neither you nor any *authorised person* may issue instructions that will cause any limit we set for the bill payment services to be exceeded.

11.19 Payees may only receive payments after any minimum processing time we set.

International Telegraphic Transfer Service

11.20 If you or an *authorised person* uses the International Telegraphic Transfer Service:

- you or they must register each recipient using *online banking* before you or they may make an *online telegraphic transfer* to that recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the *electronic banking services*. We are not liable for any *loss* which may result if you fail to update the recipient's particulars before making an *online telegraphic transfer*; and
- the rate of exchange applying to each *online telegraphic transfer* is our prevailing rate of exchange for the relevant currencies at the time that the *online telegraphic transfer* is processed, and not at the time the instruction is entered by you or the *authorised person*.

When we need not execute fund transfer instructions

11.21 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- the *source account* does not contain sufficient funds to make the fund transfer;
- you or an *authorised person* did not correctly use the *electronic banking services*;
- an order of court or any applicable law prohibits us from executing the fund transfer instructions;
- our policy, *security* procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from executing the fund transfer instructions; or
- *circumstances beyond our control* prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

12 Banking Services relating to Faster Payment System

12.1 Banking Services relating to Faster Payment System

- (a) We provide the FPS Services to you to facilitate payments and funds transfers

11.18 閣下及任何授權人士不可發出導致超逾本行所訂繳付賬單服務任何限額的指示。

11.19 收款人僅會在本行所設的最短處理時間之後收到付款。

國際電匯服務

11.20 閣下或授權人士如使用國際電匯服務：

- 閣下或有關授權人士向收款人作網上電匯前，必須先通過網上理財登記各收款人資料。收款人資料一經登記，閣下即有全面責任通過電子理財服務保持更新收款人資料（不包括名稱或身分資料）。閣下在作出網上電匯前如未有準確更新收款人的資料，本行對於由此導致的任何損失概不負責；而且
- 每次進行網上電匯所適用的匯率，為本行處理有關網上電匯時的有關貨幣當前匯率，而非閣下或授權人士輸入指示時的當前匯率。

本行毋須執行轉賬指示的情況

11.21 倘若於設定轉賬日期出現下述情況，本行毋須執行任何轉賬指示：

- 來源戶口並無足夠資金進行轉賬；或
- 閣下或授權人士並無正確使用電子理財服務；
- 法院命令或任何適用法律禁止本行執行轉賬指示；
- 本行政策、任何當局之保安程序或規定（包括本行經營業務所在的任何司法管轄區的任何監管機構或任何超國家組織、官方機構（包括但不限於英國財政部、聯合國、歐盟或任何國家）施加的任何經濟和貿易制裁）禁止本行執行轉賬指示；或
- 出現本行控制範圍以外情況，以致本行即採取了合理預防措施仍無法進行轉賬。

12 有關快速支付系統的銀行服務

12.1 有關快速支付系統的銀行服務

- (a) 本行向閣下提供快速支付系統服務讓閣下使用快速支付系統進行付款及資金轉帳。快速支付系統由結算公司提供及運作。因此，快速支付系統服務受結算公司不時就快速支付

using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This clause governs our provision to you and your use of FPS Services. The FPS Services form part of our banking services. This clause supplements and forms part of our *Existing Terms*. The provisions of the *Existing Terms* continue to apply to the FPS Services to the extent that they are relevant and not inconsistent with the provisions in this clause. Unless otherwise specified, the provisions of this clause prevail if there is any inconsistency between them and the provisions of the *Existing Terms* with respect to the FPS Services.

- (b) **By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of this clause. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of this clause.**

- (c) In this clause, the following terms have the following meanings:

“**Addressing Service**” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

“**FPS Services**” means the services (including the QR Code Services) provided by us to you from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

“**Default Account**” means the account maintained by you with us or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

“**eDDA**” means a direct debit authorisation set up by electronic means using HKICL FPS.

“**eDDA Service**” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

“**FPS Identifier**” means a unique random number generated by HKICL FPS to be

系統施加的規則、指引及程序規限。本條規管本行為閣下提供快速支付系統服務及閣下使用快速支付系統服務。快速支付系統服務構成本行提供的整體銀行服務的一部份。本條補充本行的現有條款，並構成現有條款的一部份。凡與快速支付系統服務相關並與本條無不一致的現有條款將繼續適用於快速支付系統服務。就快速支付系統服務而言，除非另有指定，若本條跟現有條款的條文出現不一致，均以本條為準。

- (b) 當閣下要求本行代閣下於結算公司快速支付系統中登記任何識別代號，或代閣下使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉帳，閣下即被視為已接受本條並受其約束。除非閣下接受本條，閣下不應要求本行代閣下登記任何識別代號或設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉帳。

- (c) 在本條，下列的詞語具下列定義：

「**帳戶綁定服務**」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶使用預設的識別代號（而非帳戶號碼）識別一項付款或資金轉帳指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

「**快速支付系統服務**」指本行向閣下不時提供的服務（包括二維碼服務），讓閣下使用結算公司快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉帳。

「**預設帳戶**」指閣下於本行或任何其他參與者維持的帳戶，並設置該帳戶為預設帳戶，以使用結算公司快速支付系統收取付款或資金，或（如結算公司的規則、指引及程序指明或許可在指明或許可的範圍內）支取付款或資金。

「**電子直接付款授權**」指使用結算公司快速支付系統以電子方式設置的直接付款授權。

「**電子直接付款授權服務**」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。

「**快速支付系統識別碼**」指由結算公司快速支

associated with the account of a customer of a Participant.

“**HKICL**” means Hong Kong Interbank Clearing Limited and its successors and assigns.

“**HKICL FPS**” or “**Faster Payment System**” means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Participant**” means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

“**Proxy ID**” means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

“**QR Code Services**” means the QR code and the associated payment and funds transfer services provided by us to you from time to time.

“**Regulatory Requirement**” means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

“**you**” and “**your**” means each customer to whom we provide FPS Services and, where the context permits, includes any person authorised by the client to give instructions or requests to us in connection with the use of the FPS Services.

“**we**”, “**us**” and “**our**” means Standard Chartered Bank (Hong Kong) Limited and its successors and assigns.

12.2 Scope of FPS Services and conditions for use

- (a) We provide the FPS Services to you to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the FPS Services and the

付系統產生的並與參與者的客戶帳戶關聯的獨有隨機號碼。

「**結算公司**」指香港銀行同業結算有限公司及其繼承人及受讓人。

「**結算公司快速支付系統**」或「**快速支付系統**」指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作 (i) 處理直接付款及存款、資金轉帳及其他付款交易；及 (ii) 就電子直接付款授權服務及帳戶綁定服務交換及處理指示。

「**香港**」指中華人民共和國香港特別行政區。

「**參與者**」指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。

「**識別代號**」指結算公司接納用作帳戶綁定服務登記的識別資料，以識別參與者的客戶帳戶，包括客戶的流動電話號碼或電郵地址，或快速支付系統識別碼。

「**二維碼服務**」指由本行不時向閣下提供的二維碼及相關聯的付款及資金轉帳服務。

「**監管規定**」指結算公司、本行、任何其他參與者、彼等各自的聯繫公司或集團公司或閣下不時受規限或被期望遵守的任何法律、規例或法庭判令，或由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所、業界或自律監管團體（不論於香港境內或境外）發出的任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）。

「**閣下**」及「**閣下的**」指本行提供快速支付系統服務的每位客戶，及如文義允許，包括任何獲客戶授權向本行發出有關使用快速支付系統服務的指示或要求的人士。

「**本行**」及「**本行的**」指渣打銀行（香港）有限公司及其繼承人及受讓人。

12.2 快速支付系統服務的範圍及使用條款

- (a) 本行向閣下提供快速支付系統服務，讓閣下使用快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施進行付款及資金轉帳。本行有權不時制定或更改快速支

conditions and procedures for using the FPS Services. In order to use the FPS Services, you have to accept and follow these conditions and procedures.

- (b) We may provide the FPS Services via branch, *electronic banking services* or any means specified by us from time to time.
- (c) We may provide the FPS Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (d) **In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.**
- (e) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (f) We reserve the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.

12.3 Addressing Service - registration and amendment of Proxy ID and related records

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- (b) We provide Addressing Service via mobile banking or other device linked to our system by any means (among other things).
- (c) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- (d) **At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

12.4 eDDA Service

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and

付系統服務的範圍及使用快速支付系統服務的條款及程序。閣下須接受及遵守此等條款及程序方可使用快速支付系統服務。

- (b) 本行可透過分行、*電子理財服務*或任何本行不時指定的方式提供快速支付系統服務。
- (c) 本行可提供快速支付系統服務，以本行不時指定的幣種（包括港幣及人民幣）進行付款及資金轉帳。
- (d) **閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理使用結算公司快速支付系統進行付款或資金轉帳的指示。**
- (e) 所有使用結算公司快速支付系統進行的付款或資金轉帳交易將按照銀行同業結算及交收安排（包括但不限於參與者及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。
- (f) 本行保留權利，隨時暫停或終止部份或全部快速支付系統服務，而無需給予通知或理由。

12.3 帳戶綁定服務 - 登記及更改識別代號及相關紀錄

- (a) 閣下須於結算公司快速支付系統登記閣下的識別代號，方可經結算公司快速支付系統使用帳戶綁定服務收取付款或資金轉帳。本行有酌情權是否向閣下提供快速支付系統識別碼作為識別代號。
- (b) 本行透過流動電話銀行服務或以（除其他以外）任何方式連結至本行系統的其他裝置提供帳戶綁定服務。
- (c) 於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規則、指引及程序。閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代閣下登記或更改識別代號或任何相關紀錄。
- (d) **倘閣下在任何時間為多個帳戶（不論該等帳戶於本行或於其他參與者維持）登記相同的識別代號，閣下必須將其中一個帳戶設置為預設帳戶。當閣下指示本行代閣下設置或更改預設帳戶，閣下即同意並授權本行代閣下向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設帳戶。**

complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA. For the subsequent changes including but not limited to amendment, cancellation, suspension or reactivation received from the payee Participant, we will proceed the changes without further notification to you.

12.5 Your responsibility

(a) Present genuine owner or authorised user of Proxy ID and accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

(b) Proxy ID

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time.

(c) Correct information

(i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.

(ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(d) Timely updates

You are fully responsible for giving

12.4 電子直接付款授權服務

閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的帳戶號碼或客戶識別號碼或代碼設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。本行將直接進行及後的變動，包括但不限於由收款人參與者提出的更改、取消、暫停或重啟指令，並不作另行通知。

12.5 閣下的責任

(a) 識別代號及帳戶現時真正的持有人或授權使用人

閣下只可為自己的帳戶登記閣下自己的識別代號，亦只可為自己的帳戶設置電子直接付款授權。閣下必須是每項識別代號及每個提供予本行登記使用帳戶綁定服務及電子直接付款授權服務的帳戶現時真正的持有人或授權使用人。當閣下指示本行代閣下登記任何有關快速支付系統的識別代號或帳戶，即確認閣下為相關識別代號或帳戶之現時真正的持有人或授權使用人。這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。

(b) 識別代號

任何閣下用作登記帳戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與閣下於相關時間在本行紀錄上登記的聯絡資料相同。

(c) 正確資料

(i) 閣下須確保所有閣下就登記或更改識別代號(或任何相關紀錄)或就設置電子直接付款授權提供的資料均為正確、完整、最新的且並無誤導。閣下須於合理切實可行情況下盡快以本行指定的形式或方法通知本行任何對資料的更改或更新。

(ii) 在發出每項付款或資金轉帳指示時，閣下須對使用正確及最新的識別代號及相關紀錄負全責。閣下須就不正確或過時的識別代號或相關紀錄導致本行及結算公司快速支付系統作出任何不正確的付款或轉帳負責並確保本行不致有損失。

instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(e) Change of Default Account

If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

(f) Transactions binding on you

- (i) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
- (ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

(g) Use FPS Services responsibly

You must use the FPS Services in a responsible manner. In particular, you have to comply with the following obligations:

- (i) You must comply with all Regulatory Requirements that govern your use of the FPS Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent

(d) 適時更新

閣下有完全責任向本行適時發出指示及提供資料變動或更新，以更改閣下的識別代號（或相關紀錄）或任何電子直接付款授權設置，包括但不限於更改閣下的預設帳戶，或終止任何識別代號或電子直接付款授權。閣下承認，為確保有效地執行付款及資金轉帳指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉帳，備存閣下最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。

(e) 更改預設帳戶

倘閣下或相關參與者因任何原因終止作為預設帳戶的帳戶（包括該帳戶被暫停或終止），結算公司的系統會自動按帳戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設帳戶。閣下如欲設置另一帳戶作為預設帳戶，閣下須透過維持該帳戶的參與者更改登記。

(f) 閣下受交易約束

- (i) 就任何付款或資金轉帳，當閣下向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對閣下具有約束力。
- (ii) 就登記識別代號或設置電子直接付款授權而言，當閣下向本行發出指示，該指示即屬不可撤銷，並對閣下具有約束力。閣下可按照本行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

(g) 負責任地使用快速支付系統服務

閣下必須以負責任的方式使用快速支付系統服務，尤其需要遵守下列責任：

- (i) 閣下必須遵守所有規管閣下使用快速支付系統服務的監管規定，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。閣下不得使用快速支付系統服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途。
- (ii) 凡向使用結算公司快速支付系統收取閣下付款或資金轉帳的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，閣下須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。

unauthorised display or disclosure of any personal data or confidential data.

- (iii) If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.

(h) Other obligations regarding payments and funds transfers

Any instruction given by you in relation to the FPS Services will be handled by us in accordance with this clause and the applicable provisions in the *Existing Terms*. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

(i) You are responsible for your authorised persons

Where you authorise any other person to give instructions or requests to us in connection with the use of the FPS Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

- (i) you are responsible for all the acts and omissions of each person authorised by you;
- (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
- (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this clause that are applicable to him/her when acting on your behalf.

12.6 Our responsibility and restriction of liability

- (a) We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.
- (b) Without reducing the effect of this sub-clause 6(a) above or the provisions of the *Existing Terms*:

- (iii) 倘本行向閣下提供快速支付系統識別碼作為識別代號，閣下不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

(h) 其他有關付款及資金轉帳的責任

本行將按本條及現有條款下的適用條款處理閣下就快速支付系統服務的任何指示。閣下須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

(i) 閣下須就授權人士負責

當閣下授權其他人士向本行發出有關使用快速支付系統服務的指示或要求（不論閣下為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織）：

- (i) 閣下須為每名獲閣下授權的人士的所有作為及不作為負責；
- (ii) 任何本行收到並真誠相信乃由閣下或任何獲閣下授權的人士發出的指示或要求，均屬不可撤銷並對閣下具有約束力；及
- (iii) 閣下有責任確保每名獲閣下授權的人士均會遵守本條就其代閣下行事適用的條款。

12.6 本行的責任及責任限制

- (a) 本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交閣下的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行閣下的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行閣下的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及閣下任何的識別代號（或相關紀錄）或電子直接付款授權設置或其他有關快速支付系統事項的狀況更新通知，本行會以其認為適當的方式及時間通知閣下。
- (b) 在不減低本條第 6 (a)段或現有條款的影響下：
- (i) 本行無須負責閣下或任何其他人士有關或因使用快速支付系統服務，或有關或因處理或執行閣下就有關快速支付系統服務或結算公司快速支付系統的指示或要求，而可能引致或蒙受的任何種類的

- (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the FPS Services or the processing or execution of instructions or requests given by you in relation to the FPS Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
- (ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
- (1) your failure to comply with your obligations relating to the FPS Services; and
 - (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and
- (iii) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (iv) Chargeback rights/protection is not applicable to any transactions effected by credit cards using HKICL FPS because such transactions will not go through credit card associations so the credit card associations chargeback rules will not apply. As such, you agree and accept that there is no chargeback right or dispute handling for transactions effected through Faster Payment System or using the FPS Services, and we do not accept dispute or chargeback handling for the FPS Services or Faster Payment System. Any contract between you and a recipient in respect of any goods or services provided to you by the recipient, or in respect of any payment obligation between you and a recipient, is independent of this clause and the *Existing Terms* and is entirely between you and such recipient. Accordingly, we assume no responsibility and will have no liability of any kind whatsoever in respect of your dealings with recipients including the amount, the proper and timely delivery of goods or services by recipients, cessation of business, winding up or bankruptcy of recipients. You remain solely and fully responsible for the timely and complete fulfilment of all your obligations towards your recipient (whether under contract or at law), including all payments to be made by you to a recipient. You agree to
- 損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致；
- (ii) 為求清晰，本行無須負責閣下或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：
- (1) 閣下未遵守有關快速支付系統服務的責任；及
 - (2) 結算公司快速支付系統產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、錯誤或故障；及
- (iii) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。
- (iv) 拒付權或保障並不適用於以信用卡透過結算公司快速支付系統行使的任何交易，因為此等交易並不會經由信用卡協會進行，信用卡協會的拒付規則將不會適用。有鑑於此，閣下同意及接受透過「快速支付系統」或「快速支付系統服務」行使之交易將無法享有拒付權或處理爭議，而本行亦不會接納對「快速支付系統」或「快速支付系統服務」的爭議或拒付處理。閣下與收款人之間有關由收款人向閣下提供的任何商品或服務，或有關閣下與收款人之間的任何付款協議之任何合約均獨立於此條文及現有條款，並且只於閣下與此收款人間生效。本行因此不會承擔及免除任何有關閣下與收款人之交易之責任，包括交易金額、正確及時的產品或服務提供、收款人停業、清盤或破產。無論受合約抑或法律約束，閣下仍須單獨並及時對收款人履行全部責任，包括所有閣下對收款人的付款。閣下同意直接對相關收款人提出所有索償及爭議。
- (c) 閣下的確認及彌償
- (i) 在不減低閣下在現有條款下提供的任何彌償或本行享有的任何其他權利或補償的影響下，本行及本行人員、僱員及代

pursue all claims and disputes against the relevant recipient directly.

(c) Your confirmation and indemnity

- (i) Without reducing the effect of any indemnity given by you under the *Existing Terms* or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the FPS Services or your use of the FPS Services.
- (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Services.

12.7 Collection and use of Customer Information

- (a) For the purposes of using the FPS Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
 - (i) yourself;
 - (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
 - (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives

all personal data and information provided to us or compiled by us from time to time in connection with the FPS Services are collectively referred to as "Customer Information".

- (b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
 - (i) providing the FPS Services to you, maintaining and operating the FPS Services;

理（或任何一人）有關或因本行提供快速支付系統服務或閣下使用快速支付系統服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行每名人員、僱員及代理免受損失。

- (ii) 如任何責任、申索、要求、損失、損害賠償、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見且直接及完全因本行或本行人員、僱員或代理的疏忽或故意失責引致，上述彌償即不適用。上述彌償在快速支付系統服務終止後繼續有效。

12.7 收集及使用客戶資料

- (a) 為了使用快速支付系統服務，閣下可能需要不時向本行提供有關下列一名或多名人士的個人資料及其他資料：
 - (i) 閣下；
 - (ii) 閣下付款或資金轉帳的收款人，或閣下設置電子直接付款授權的交易對方；及
 - (iii) 如閣下為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，閣下的任何董事、人員、僱員、獲授權人士及代表。

本行不時就有關快速支付系統服務獲提供或由本行編制的個人資料及資訊統稱為「客戶資料」。

- (b) 閣下同意（及如適用，閣下代表閣下的每名董事、人員、僱員、獲授權人士及代表同意）本行可為快速支付系統服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：
 - (i) 向閣下提供快速支付系統服務，維持及運作快速支付系統服務；
 - (ii) 處理及執行閣下不時有關快速支付系統服務的指示及要求；
 - (iii) 披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；

- (ii) processing and executing your instructions and requests in relation to the FPS Services from time to time;
 - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (v) purposes relating to any of the above.
- (c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in this sub-clause 7(a)(ii) or 7(a)(iii) above), you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this clause.

13 eStatements

13.1 You may elect to receive eStatements by the following method:

An "eStatement Notification" message is sent to your email address (last notified) to advise you that your eStatement is available. You may then access and/or download your eStatement by *online banking*.

13.2 Despite the features or options offered at the time you first registered to receive eStatements, we may stop issuing paper printouts of your statements at any time. However, if you ask, we agree to give paper printouts on the basis that you pay the applicable fee (see the tariff sheet or contact us).

13.3 You are taken to receive each eStatement within 24 hours of the eStatement or eStatement Notification being sent by us.

13.4 You must use only software compatible with the eStatement service to access the eStatement.

14 Other services and programmes

14.1 We are not responsible for any services that are not controlled by us, whether such services are available electronically or otherwise and we are not liable for any loss you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

14.2 From time to time we offer incentive programmes or value added services in connection with our services. These may be provided by us or a third party. We may vary or withdraw the programmes or services at any time. We do not

(iv) 按需遵守的監管規定而作出披露；及

(v) 任何與上述有關的用途。

(c) 閣下明白及同意客戶資料可能被結算公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作帳戶綁定服務及電子直接付款授權服務之用。

(d) 倘客戶資料包括閣下以外其他人士的個人資料(包括任何於本條第7(a)(ii)段或第7(a)(iii)段指明的人士)，閣下確認閣下會取得並已取得該人士同意，就結算公司、本行及其他參與者按本條款指明的用途使用(包括披露或轉移)其個人資料及其他資料。

13 電子月結單

13.1 閣下可選擇通過以下方法收取電子月結單：

本行會向閣下(最後通知)的電郵地址寄發「電子月結單通知」，提示閣下電子月結單可供查閱。然後，閣下可以通過網上理財閱覽及/或下載閣下的電子月結單。

13.2 不論閣下首次登記接收電子月結單時獲提供任何服務特點或選項，本行可隨時停止向閣下寄發月結單印刷本。然而，閣下如有要求，本行同意在閣下支付相關費用(請參閱收費表或向本行查詢)的情況下發出印刷本。

13.3 閣下被視為在本行發出電子月結單或電子月結單通知後24小時內收悉有關電子月結單。

13.4 閣下僅可使用支持電子月結單服務的軟件查閱電子月結單。

14 其他服務及計劃

14.1 本行將不會就閣下或授權人士使用電子理財以電子方式或其他方式提供(為本行不能控制的)的任何服務而負上責任。本行亦不會就任何閣下因該等服務而招致的損失負責。閣下有責任遵守所有關於該等服務使用的條款及細則並支付所有有關開支。

14.2 本行不時就本行服務提出獎勵計劃或增值服務。該等計劃或服務可能由本行或第三方提供。本行可隨時更改或撤回有關計劃或服務。本行不擔保或保證有關計劃或服務的質素，而且如果由第三方提供的話，該計劃或服務將受限於該第三方的條款(包括該第三方的私隱政策)。閣下如欲就有關計劃或服務條款索取更多資料，請與本行聯絡。

guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

Part D - Cards

15 Cards - generally

We may agree to issue *ATM cards, debit cards, credit cards or revolving cards*. This clause sets out general provisions which apply to these types of *cards*. Additional terms apply to specific types of *cards* (see these Client Terms and the applicable *product terms*).

A *prepaid card* is not an *ATM card, debit card or credit card*. If you apply for a *prepaid card*, we provide you with separate terms and conditions.

Issue of cards

- 15.1 We may issue a *card* to you and, if you ask, to each *authorised person*.
- 15.2 A reference to terms and conditions on a *card* is a reference to the terms of our banking agreement.

Card is our property

- 15.3 The *card* remains our property and is not transferable to another person. We may suspend the use of the *card* with reasonable notice to you. You must ensure that the *card* (and, if applicable, any software stored on it) is not defaced, damaged, bent or modified, reverse engineered or decompiled, in any way.

Signatures

- 15.4 A *card* must be signed immediately on receipt unless otherwise not required by us. You must ensure that the signature of the *authorised person* on the *card* is the same as on the *account* operating authority. However, if we accept a different signature, you remain liable for the transaction.
- 15.5 When a *card* is used, the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the charges which are charged to a *linked account*. You should keep the transaction records that you or any *authorised person* is given.

Use of cards

- 15.6 *Cards* may be used to pay for goods and services to access cash or perform other transactions as we notify from time to time. However, where a particular function is permitted, this is limited to particular channels as advised. For example, paying for goods and services and accessing cash may be limited to *merchant terminals* or *ATMs* which display the relevant card logo.
- 15.7 A *cardholder* may use a *card* to authorise transactions in any manner we permit from time to time. This may include use of the card number without the physical card.

D部 - 卡產品

15 卡產品 - 一般事項

本行可同意發出提款卡、借記卡、信用卡或循環貸款卡。本條載列此等卡產品的一般事項。個別卡產品另有適用的額外條款（見本客戶條款及相關產品條款）。

預付卡不同於提款卡、借記卡或信用卡。如閣下申請預付卡，本行會向閣下另行提供條款及細則。

發出卡產品

- 15.1 本行可向閣下發出卡產品，並可應閣下要求向各授權人士發出卡產品。
- 15.2 卡產品上凡提及條款及細則，均指本行銀行協議的條款及細則。

卡產品屬本行財產

- 15.3 卡產品屬本行財產，不得轉讓他人。本行可向閣下發出合理通知而暫停卡產品的使用。閣下必須確保卡產品（在適當情況下包括其中所載的任何軟件）並無被以任何方式塗污、破壞、屈曲或改裝、進行逆向工程或反編譯。

簽署

- 15.4 除非本行未另行要求，否則卡產品須於收到時立即簽署。閣下必須確保卡產品上的授權人士的簽名與戶口操作權上的簽名相同。然而，倘若本行接受不同的簽名，閣下仍對有關交易承擔責任。
- 15.5 卡產品使用時，任何購物單據、貨記憑證或其他交易紀錄，均屬具約束力的決定性證據，證明閣下接納對關連戶口徵取的收費。閣下應該保留閣下或任何授權人士所作交易的紀錄。

使用卡產品

- 15.6 卡產品可以用於支付貨品及服務、支取現金或進行本行不時通知的其他交易。然而，獲允的個別功能只限於在通知所述的渠道使用。舉例而言，支付貨品及服務和支取現金僅限於展示有關卡產品標誌的商戶終端或自動櫃員機使用。
- 15.7 持卡人可使用卡產品以本行不時允許的任何形式授權交易，包括僅提供卡號而不出示實卡進行。

交易限額

- 15.8 本行或其他財務機構可能對使用卡產品進行的各類交易實施交易限額。有關本行所訂限額詳情，請與本行聯絡。

Transaction limits

15.8 We or other financial institutions may impose transaction limits on different types of transactions which may be made using a *card*. For details of the limits we impose, please contact us.

Your liability

15.9 Except as otherwise set out in our banking agreement, you are liable for all transactions made using a *card* or the card number.

Expiry date

15.10 If a *card* has an expiry date, we may reject any use of the *card* after that date.

Restrictions on use of a card

15.11 Neither you nor any *authorised person* may use a *card*:

- for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Hong Kong or by the laws of the country where the purchase is made); or
- to pay debts incurred in connection with on-line gambling, wagering or betting activities conducted via internet.

15.12 We may refuse to approve transactions made using a *card* if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorised. However, we need not determine or enquire into the purpose or legality of the transaction.

Overdrafts on linked account

15.13 Neither you nor any *authorised person* may use a *card* for a transaction if it would cause a *linked account* to be overdrawn. If the *linked account* is overdrawn, we may refuse to approve the transaction.

Replacement and renewed cards

15.14 If you or an *authorised person* asks, we may issue a replacement *card*. You must pay the applicable replacement fee (see the *tariff sheet*, *product brochure* or contact us).

15.15 We treat any use of a replacement or renewed *card* as a valid activation of the *card*.

Features on a card

15.16 We may enter into arrangements with third parties (including service providers and *merchants*) to offer additional services or features on your *cards*. If offered, these are provided on a best efforts basis only. We are not liable for any *loss* you suffer in connection with these services or features.

15.17 We are not liable for the *loss* or inaccuracy of any information stored on a *card*.

Cancellation or expiry

15.18 You may cancel a *card* by giving us notice in writing. You must immediately destroy any cancelled or expired *card*.

閣下的責任

15.9 除本行銀行協議另有訂明者外，閣下須對使用卡產品或卡號進行的所有交易負責。

到期日

15.10 卡產品如設有到期日，則本行可在有關日期後拒絕接受該卡產品的任何使用。

用卡限制

15.11 閣下及任何授權人士均不可使用卡產品：

- 作任何非法活動（包括購買非法或香港法例或購買所在國法例禁止的貨品或服務）；或
- 支付通過互聯網進行的網上賭博、博彩或投注活動所產生的債項。

15.12 倘若本行相信或懷疑使用卡產品進行的交易屬違法、欺詐、不誠實或未經授權，則可拒絕批核有關交易。然而，本行毋須決定或詢問有關交易之目的或合法性。

關連戶口透支

15.13 閣下及任何授權人士均不可使用卡產品進行可導致關連戶口透支的交易。倘若關連戶口透支，本行可拒絕批核有關交易。

補發及續發卡產品

15.14 本行可應閣下或授權人士要求補發卡產品。閣下必須支付相關的補發費（請參閱收費表、產品手冊或向本行查詢）。

15.15 本行可視補發或續發卡產品的任何使用為該卡產品的正式啟用。

卡產品特點

15.16 本行可與第三方（包括服務供應商及商戶）訂立安排，為閣下的卡產品提供額外服務或特點。如有任何額外服務或特點，僅屬盡力提供。閣下如就有關服務或特點蒙受任何損失，本行概不負責。

15.17 本行對於卡產品所載任何資料的損失或失準概不負責。

取消或到期

15.18 閣下可書面通知本行以取消一項卡產品。任何卡產品一旦取消或到期，閣下必須立即將其銷毀。

Refunds

15.19 A *merchant* must issue a valid credit voucher to make a refund for goods or services purchased by using a *credit card*. We can only credit the *account* for a *credit card* with the refund when we receive the voucher or other notification from the *merchant's* bank.

Disputes with merchants

15.20 We are not liable for:

- the refusal of any *electronic equipment* or *merchant* to accept the *card*; or
- any defect or deficiency in goods or services supplied to you by any *merchant*.

You must resolve any complaint directly with the *merchant* and no claim against the *merchant* may be set off or claimed against us.

Withholding payment

15.21 If you report unauthorised transactions on your *credit card*, you may withhold paying the disputed amount until we complete our investigation. You must pay the disputed amount if your report is proved to be unfounded. We may impose late charges on the disputed amount.

Exchange rate

15.22 Non-local transactions will be converted to local currency at a rate we reasonably consider appropriate (see clause 22.1 (Currency of payment)), which may be a rate set or resulting from procedures adopted by a third party. In any case, the exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and you bear all exchange risks, *loss*, commission and other bank costs which may be incurred as a result.

Using an ATM card

15.23 You or an *authorised person* may use an *ATM card* overseas if you or they comply with exchange controls and other applicable laws in the country where you or they are located. If an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority, you or an *authorised person* may be prevented from using an *ATM card* overseas.

15.24 If you or an *authorised person* uses an *ATM card* overseas and the *ATM* does not allow a choice of *account* for withdrawals, the order of *accounts* we debit is in accordance with our usual practice.

15.25 You authorise us to disclose information to parties involved in the provision of *ATM* services and you authorise them to disclose information to us about an *account*, your *PIN/password* and transactions.

退款

15.19 以信用卡購買的貨品或服務，必須由商戶發出有效退款證明才可退款。本行只可在收到商戶往來銀行的憑證或其他通知後，才能將有關退款記入信用卡的戶口。

與商戶的爭議

15.20 本行對於以下各項概不負責：

- 任何電子設備或商戶拒絕接受卡產品；或
- 任何商戶向閣下提供的貨品或服務的任何瑕疵。

閣下對商戶的任何申訴必須直接與有關商戶解決，而閣下對商戶的任何索償均不可與本行抵銷或向本行申索。

暫停支付

15.21 倘若閣下報告閣下的信用卡有任何未經授權交易，閣下可以暫停支付有關爭議金額，直至本行完成調查為止。倘若閣下的報告查明並無根據，則閣下必須支付爭議金額。本行可對有關爭議金額徵收逾期費。

匯率

15.22 非本地交易將按本行合理認為適當的匯率換算為本地貨幣（見第22.1條(付款貨幣)），有關匯率可能是第三方設定或其採用的程序所得的匯率。在任何情況下，匯率可能因市場波動而與交易日期生效的匯率相異。任何匯率一經採用，即具有最終決定性，閣下必須承擔因此產生的所有匯兌風險、損失、佣金及其他銀行開支。

使用提款卡

15.23 閣下或授權人士在海外如符合所處國家的外匯管制及其他相關法例，即可使用提款卡。倘若當局要求本行如此行事，或法律另外要求本行或本行根據其與任何監管機構或任何當局訂立的協議如此行事，或本行需要遵守與當局的任何適用命令或制裁有關的內部政策，則閣下或授權人士可能被禁止在海外使用提款卡。

15.24 倘若閣下或授權人士在海外使用提款卡，而有關自動櫃員機並不允許選擇提款戶口，則本行會根據本行慣常的扣賬次序處理。

15.25 閣下授權本行向自動櫃員機服務提供者披露資料，並且授權他們向本行披露有關戶口、閣下的私人密碼/密碼及交易的資料。

16 Debit cards

Where you may use a debit card

16.1 A *debit card* may be used in Hong Kong and in most countries overseas.

Pre-authorisation procedure

16.2 Some *merchants* are required to specifically authorise transactions using *debit cards*. If this is the case, the transaction is processed as follows:

- the *merchant* debits an amount determined by it (called a "blocked amount") from a *linked account* on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
- the difference between the blocked amount and the transacted amount is released and credited into a *linked account* after we process and pay the transacted amount; and
- if there is any difference between the transacted amount billed or there is any delayed billing by the *merchant*, we may make any necessary adjustment by debiting or crediting a *linked account*, in order to reflect the correct transacted amount.

Minimum balance of linked account

16.3 We may set a minimum balance to be maintained in the *linked account* for the use of the *debit card* and we may vary the minimum balance without notice to you.

Part E - Security procedures and liability

17 Security procedures

Security procedures for banking services are very important. You must comply with (and ensure each *authorised person* complies with) all security procedures set out in our banking agreement.

Issue and cancellation of security codes

- 17.1 We may issue (or in some cases, allow you to select) *security codes* to enable you to communicate with us or to give us instructions by *electronic equipment*.
- 17.2 If you want any other person to be able to give us instructions by *electronic equipment* we can issue them with *security codes*, but you must ask us to do so in writing.
- 17.3 When you use certain *products* (including *electronic banking services*), we will issue you with *security codes* and may also require you to obtain from us and use a *one time password* for additional *security authentication*.
- 17.4 If you lose a *security code*, it stops working or it is disclosed to a person other than an *authorised person*, we may issue you with a new one if you ask us in writing. We may suspend your use of a *product* which requires a *security code* until the new *security code* is issued.
- 17.5 You are responsible for *security codes* once we send them to you (or the *authorised person*) even if any other person receives or uses them.

16 借記卡

閣下可在何處使用借記卡

16.1 *借記卡*可於香港及外國大部分地區使用。

授權前程序

16.2 部分*商戶*按規定必須個別授權使用*借記卡*的交易。在此情況下，有關交易程序如下：

- *商戶*於交易日或發單日（以較早者為準）對*關連戶口*扣記其釐定的金額（稱為「預留金額」），而不論實際最終金額為何；
- 在本行處理和支付交易金額後，即會發放預留金額與交易金額的差額，存入*關連戶口*；而
- 倘若賬單的交易金額有任何不符或*商戶*延誤發單，本行可對*關連戶口*扣款或存款，作出任何必須的調整以反映正確的交易金額。

關連戶口結餘下限

16.3 本行可就*借記卡*的使用對*關連戶口*設定必須維持的結餘下限，並可更改有關結餘下限而不另行通知。

E 部 - 保安程序及責任

17 保安程序

理財服務的保安程序至關重要。閣下必須遵守（並確保各*授權人士*遵守）本行銀行協議載列的所有保安程序。

發出和取消保安密碼

- 17.1 本行可發出（或在個別情況下讓閣下選擇）*保安密碼*，以便閣下以*電子設備*與本行聯絡或向本行發出指示。
- 17.2 閣下如欲讓任何其他人士通過*電子設備*向本行發出指示，本行可向其發出*保安密碼*，但閣下必須就此向本行提出書面要求。
- 17.3 當閣下使用某些*產品*（包括*電子理財服務*）時，本行將為閣下發出*保安密碼*，亦可能要求閣下向本行索取*保安密碼*，及使用一次性密碼進行額外的保安認證。
- 17.4 閣下如遺失*保安密碼*、或*保安密碼*失效或向*授權人士*以外的人士披露*保安密碼*，本行可應閣下的書面要求發出新的*保安密碼*。本行可暫停閣下對需要*保安密碼*的*產品*的使用，直至發出新的*保安密碼*為止。
- 17.5 本行向閣下（或*授權人士*）發出*保安密碼*後，

- 17.6 You must instruct us in writing if you want to cancel a *security code* issued to you or an *authorised person*.
- 17.7 We may cancel a *security code* without notice.
- 17.8 We are not responsible for any services that are not controlled by us, by or from which you or an *authorised person* obtains any *security codes*, and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

Protecting security codes, cheque books and passbooks

- 17.9 You and each *authorised person* must take all necessary steps to prevent unauthorised or fraudulent use of your or their *security codes*, cheque books or passbooks.
- 17.10 You must comply with our *security* guidelines and advice that are provided by us to you.
- 17.11 For example, you and each *authorised person* must:
- memorise a *security code* and destroy *security code* notifications as soon as possible after receiving or selecting the *security code*;
 - not record any *security code* (except where it is disguised in a way that others are not able to decipher it);
 - when selecting a *security code*, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
 - not voluntarily tell anyone their *security code* or let anyone find out their *security code* – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
 - not record a *security code* (disguised or not) on *electronic equipment* or on a physical device that is a *security code* or computer;
 - change *security code* regularly or, at minimum, whenever we or our systems require you or the *authorised person* to do so;
 - not select a *security code* they have used before;
 - not voluntarily give their *security code* to any other person;
 - if they use *SMS banking*, do not leave their mobile phone unattended or give any person access to their mobile phone in a way that allows them to access *SMS banking* through their mobile phone;
 - keep their passbook or cheque book secure (including keeping it in a safe place).
- 17.12 Neither you nor an *authorised person* may keep records (disguised or not) of a *Security Code* near records of an *account* (such as an *account number*) or other *security code* device. For

閣下即須對其負責，即使有關保安密碼被任何其他人士收到或使用。

- 17.6 閣下如欲取消向閣下或授權人士發出的保安密碼，必須就此向本行發出書面指示。
- 17.7 本行可取消保安密碼而不另行通知。
- 17.8 本行不會就閣下或授權人士取得任何保安密碼時所透過的（為本行不能控制的）任何服務而負上責任。本行亦不會就任何閣下因該等服務而招致的損失負責。閣下有責任遵守所有關於該等服務使用的條款及細則並支付所有有關開支。

保護保安密碼、支票簿及存摺

- 17.9 閣下及各授權人士必須採取所有必要措施，防止閣下或授權人士的保安密碼、支票簿或存摺在未經授權或欺詐情況下被使用。
- 17.10 閣下必須遵守本行向閣下提供的保安指引及建議。
- 17.11 舉例而言，閣下及各授權人士：
- 必須在收到或選擇保安密碼後盡快緊記保安密碼並銷毀保安密碼通知；
 - 不可記錄任何保安密碼（除非以他人無法解讀的形式掩藏起來）；
 - 選擇保安密碼時，必須避免選擇明顯的字眼或數字或他人能夠輕易猜到的密碼（例如出生日期、名字、家人姓名或電話號碼）；
 - 不可自行向他人透露保安密碼，也不可讓他人找出保安密碼 — 即使是閣下的家人或朋友、聯名戶口的共同持有人、本行職員或任何服務的技術支援部提供支援服務的任何人士；
 - 不可在電子設備或屬於實體裝置的保安密碼或電腦上記錄保安密碼（不論有否掩藏）；
 - 必須定期更改保安密碼，或最少在本行或本行系統要求閣下或授權人士更改時更改；
 - 必須避免選擇以前曾經使用的保安密碼；
 - 不可自行向他人透露保安密碼；
 - 如有使用短訊理財，則須避免留下手提電話不顧或讓任何人士使用有關手提電話，以致他人能夠透過手提電話使用短訊理財；
 - 妥當保存存摺或支票簿（包括存於安全地方）。
- 17.12 閣下及授權人士不可將保安密碼紀錄（不論有否掩藏）存置於戶口相關紀錄（例如戶口號碼）或其他保安密碼裝置附近。舉例而言：

example:

Never keep Security Code records together with account records, cards or mobile phones etc

in a briefcase, bag, wallet or purse (even if in different compartments);

in a car (even if in different areas of the car);

at home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser).

in a situation where, if a thief finds a card, mobile phone or other physical device to access *electronic equipment* they also find the record of the Security Code.

避免將保安密碼與戶口紀錄、卡產品或手提電話等在下列情況下併存放

在公事包、袋、銀包或錢包內（即使分別存放）；

在車裏（即使放在車內不同地方）；

在家中同一傢俱內，即使分別存放（例如同一梳粧檯的不同抽屜）

倘若竊匪找到卡產品、手提電話或其他可用電子設備的實物裝置則同時可找到保安密碼紀錄的情況。

Loss, theft or misuse of security codes, passbooks or cheque books

17.13 You and each *authorised person* must notify us by phone as soon as reasonably practicable after you or they:

- become aware that your or their *security code*, passbook, cheque book, blank cheque or signed cheque may have been lost or stolen; or
- suspect that someone knows your or their or any other *authorised person's security code*; or
- suspect or become aware that there has been unauthorised access to an *account* or use of a *security code*, passbook or cheque book; or
- become aware that your or their computer or mobile phone which you or they use to access any *electronic banking services* may have been lost or stolen; or
- become aware that your or their mobile number has changed.

otherwise you may be liable for any *loss* incurred. If your *card* has been lost or stolen, you must notify the police and give us a copy of the police report if we ask.

17.14 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen *security code*, cheque book or passbook.

17.15 **You are liable for any unauthorised transactions that occur on the account linked to a lost, stolen or misused security code, passbook or cheque book until you have notified us in writing** unless there was a delay due to our communication channels being unavailable.

17.16 Our decision in relation to a breach of the security procedures or where a *security code*, passbook or cheque book has been lost or stolen is final and binding on you.

Loss, theft or misuse of security tokens

17.17 You must prevent any unauthorised use or access of the *security token* issued by us to you.

保安密碼、存摺或支票簿遺失、被竊或盜用

17.13 閣下及各授權人士如發生下列事情，必須在合理可行情況下盡快致電通知本行：

- 得知閣下或授權人士的保安密碼、存摺、支票簿、空白支票或已簽署支票可能遺失或被竊；或
- 懷疑有人知悉閣下或該授權人士本身或其他授權人士的保安密碼；或
- 懷疑或得知戶口或保安密碼、存摺或支票簿有未經授權使用情況；或
- 得知閣下或授權人士用以使用任何電子理財服務的電腦或手提電話可能遺失或被竊；或
- 得知閣下或授權人士的手提電話號碼有所改變。否則閣下可能對所招致的任何損失負責。倘若閣下的卡產品已遺失或被竊，閣下必須通知警察並向本行提供警方報告的副本（如本行要求）。

17.14 閣下必須向本行提供任何相關資料，合理協助本行尋回遺失或被竊的保安密碼、支票簿或存摺。

17.15 **對於遺失、被竊或被盜用的保安密碼、存摺或支票簿的關連戶口，閣下須對閣下以書面方式通知本行前的任何未經授權交易負責**，惟因本行的通訊渠道失效而導致延誤除外。

17.16 本行有關違反保安程序或有關保安密碼、存摺或支票簿遺失或被竊的決定屬最終定論，對閣下有約束力。

保安編碼器遺失、被竊或盜用

17.17 閣下必須避免本行向閣下發出的保安編碼器被他人未經授權使用或取用。

17.18 倘若閣下發現或懷疑保安編碼器已遺失、被竊、被盜用或被篡改，閣下必須立即通知本行。本行將停用該保安編碼器，並向閣下發出新保安編碼器替換。

- 17.18 If you discover or suspect that the *security token* has been lost, stolen, misused or tampered with, you must immediately notify us. We will deactivate the *security token* and dispatch a replacement *security token* to you.
- 17.19 You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security token* until you have notified us in writing unless there was a delay due to our communication channels being unavailable.
- 17.20 Our decision in relation to a lost or stolen *security token* is final and binding on you.

Responsibility for loss of security codes/security token(s)

- 17.21 You are responsible for and accept all reasonable risks associated with the delivery by us to you of the *security codes* and *security token(s)* from the time we transfer these items to you.
- 17.22 It is your responsibility to prevent any disclosure and/or unauthorised use of the *security codes* and/or *security token(s)*. Any individual who uses such *security codes* and/or *security token(s)* shall be taken to have been authorised by you. You agree not to hold us responsible in any way for losses you may suffer from your disclosure, non-receipt or loss of *security codes* and/or *security token(s)* or the unauthorised use of the lost *security codes* by any party.
- 17.23 We may require you to pay any reasonable fees, charges and all other costs for the use and/or replacement of lost *security token(s)*.
- 17.24 We may terminate, suspend or cancel the use of the *security token(s)* without notifying you, to the extent permitted by applicable laws and regulations.

Precautions when using electronic banking services

- 17.25 You and each *authorised person* must take the following precautions when using *electronic banking services*.

Take the following precautions

Not allow anyone else to operate any *electronic banking services* on your or their behalf.

Not leave *electronic equipment* unattended while you or they are on-line to any *electronic banking service*. This applies whether *electronic equipment* is sourced independently of us or provided by us in our branches or other premises.

If you or they access any *electronic banking service* from *electronic equipment* in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch or not to leave that *electronic equipment* unattended while on-line.

- 17.19 對於遺失、被竊或被盜用的保安編碼器的關聯戶口，閣下須對閣下以書面方式通知本行前的任何未經授權交易負責，惟因本行的通訊渠道失效而導致延誤除外。

- 17.20 有關保安編碼器被視為遺失或被竊由本行最終決定，本行之最終決定對閣下有約束力。

保安密碼／保安編碼器遺失的責任

- 17.21 從本行向閣下轉交保安密碼及保安編碼器之時起，對於本行向閣下交付該等物品有關的所有合理風險，應由閣下負責及承擔。
- 17.22 閣下應負責避免保安密碼及／或保安編碼器的任何披露及／或未經授權使用。任何使用保安密碼及／或保安編碼器的人士應被視為已獲閣下授權。閣下同意，對於閣下披露、未收到或遺失保安密碼及／或保安編碼器，或任何情形未經授權使用遺失的保安密碼，而導致閣下招致損失，本行不會以任何方式承擔相關責任。
- 17.23 本行可要求閣下支付與使用及／或替換遺失的保安編碼器有關的任何合理費用、手續費或其他成本。
- 17.24 在適用法律及規例允許的範圍內，本行可在未經通知閣下的情況下終止、暫停或取消保安編碼器的使用。

使用電子理財服務的預防措施

- 17.25 閣下及各授權人士在使用電子理財服務時必須採取以下預防措施：

請採取以下預防措施

請勿由他人代表閣下或授權人士操作任何電子理財服務。

閣下或授權人士上網使用任何電子理財服務時，請勿中途留下有關電子設備不顧。不論有關電子設備來自本行無關或在本行的分行或其他地點提供，此點一概適用。

閣下或授權人士如在本行任何分行通過電子設備使用任何電子理財服務，則在閣下或授權人士離開分行前須確保已經登出，請勿中途留下有關電子設備不顧。

請勿以連接到局域網（即LAN）（例如在辦公室環境內）的任何電子設備使用任何電子理財服務，除非先行確定無人能夠通過有關電子設備、網絡或環境看到或複製閣下或授權人士的登入資料或以其他方式登入電子理財服務。

請勿讓他人看到閣下或授權人士在任何電子設備輸入的私人密碼／密碼。

Take the following precautions

Not access any *electronic banking services* from any *electronic equipment* connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the *electronic banking service* by that *electronic equipment*, network or environment.

Not allow anyone else to observe your or their *PIN/Password* when you or they enter it into any *electronic equipment*.

Requests for security code or account details

17.26 After you initially open an *account* or register for *electronic banking services*, we will never contact you or an *authorised person*, or ask anyone to do so on our behalf, with a request to disclose the *account details* or *security code*. If you or an *authorised person* receive such a request from anyone (even if they are using our name and logo and appear to be genuine), you or they must not disclose the *account details* or *security code*. You or the *authorised person* must notify us as soon as possible.

Recovered security code

17.27 If you or an *authorised person* recovers a lost or stolen *security code*, you or they must return that *security code* to us without using or attempting to use it.

Consent to videoing

17.28 By using or accessing a *product* in any manner including through our *electronic banking services* or by using the *security code* you and each *authorised person* consents to us videotaping or recording you or them on camera at terminals or other facilities where you or they use or access the *product* or *security code*.

18 Liability for transactions**Disputed transactions**

18.1 If there is a disputed transaction involving a *card*, a *card number* or a *cheque* and the *card* or *cheque book* was delivered to you or an *authorised person*, you must prove that the *card* or *cheque* was not used or issued by you or an *authorised person* at the time the disputed transaction was entered into or recorded (otherwise you are liable).

Your liability for transactions

You will be liable for any *loss* incurred if you act fraudulently, with gross negligence or due to your wilful misconduct.

18.2 You are liable for the following transactions that occur on an *account* linked to a *security code*, *passbook* or *cheque book*:

- transactions carried out with your knowledge and consent;
- transactions carried out by any other person using a *security code*, *passbook* or *cheque book* (unless you have told us to cancel that *security code*, *passbook* or *cheque book*,

索取保安密碼或戶口詳情

17.26 在閣下首次開立戶口或登記使用電子理財服務後，本行絕不會主動聯絡或委任他人代表本行聯絡閣下或授權人士，要求透露戶口詳情或保安密碼。假如閣下或授權人士收到任何人士提出有關要求（即使其使用本行的名稱及標誌且看似真實無訛），閣下及授權人士亦不可透露戶口詳情或保安密碼。閣下或授權人士必須立即知會本行。

取回保安密碼

17.27 閣下或授權人士取回遺失或被竊的保安密碼後，必須將其交還本行，不可再使用或嘗試使用。

同意錄像

17.28 閣下及各授權人士以任何方式（包括通過本行的電子理財服務）使用或連繫產品或保安密碼，即表示同意本行在閣下或授權人士於終端機或其他設施使用或連繫產品或保安密碼時，以該處的攝像機對閣下或授權人士進行錄像或錄影。

18 交易責任**爭議交易**

18.1 如果出現涉及任何卡產品、卡產品號碼或支票的爭議交易，而有關卡產品或支票簿是向閣下或授權人士交付的，則閣下必須證明有關爭議交易訂立或記錄當時閣下及授權人士並無使用或發出有關卡產品或支票（否則閣下將對此負責）。

閣下的交易責任

閣下如有欺詐、嚴重疏忽或蓄意不當等行為，由此產生的任何損失概由閣下負責。

18.2 閣下對於保安密碼、存摺或支票簿的關連戶口的下列交易負責：

- 閣下知悉並且同意進行的交易；
- 任何其他人士使用保安密碼、存摺或支票簿進行的交易（除非閣下已告知本行刪除保安密碼、存摺或支票簿，及（如相關）閣下已採取所有合理措施，將本行發出的任何保安密碼裝置歸還予本行）。包括除閣下或授權人士在閣下知情及同意或不知情及不同意的情况下進行的交易，即使閣下已遵守本行關於保障保安密碼、存摺或支票簿的規定亦適用；
- 閣下或授權人士並無授權的以電子理財服務（以信用卡除外）進行的交易（例如授權人

and if relevant, you have taken all reasonable steps to have any *security code* device issued by us returned to us). This includes where a transaction which is carried out by someone other than you or an *authorised person* with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding *security codes*, passbooks or cheque books;

- transactions conducted using *electronic banking services* (other than by using a *credit card*) not authorised by you or an *authorised person* (for example, a transaction which is carried out by someone other than an *authorised person* without your knowledge and consent) if you or any other *authorised person* have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a *security code*, passbook or cheque book or not notifying us if a *security code*, passbook or cheque book is lost or stolen;
- transactions not conducted using a *card* or *electronic banking service* where you or an *authorised person* breach our banking agreement or are negligent in any way; and
- any other transactions specified in the *product terms*.

Also see clause 35 which sets out circumstances where we are not liable to you for *loss*.

Part F - Payments

19 Interest, fees and charges

You need to ensure you are aware of and understand the interest, fees and *costs* referred to in these Client Terms and additional interest, fees and *costs* that may be payable by you in connection with our banking agreement. These are set out in the *tariff sheet*, or are available by contacting us at one of our branches or by using phone banking.

Our *tariff sheets* and *product brochures* are revised periodically and you must pay the interest, fees and *costs* applying at the relevant time.

Interest & fees

19.1 You must pay the interest, fees and *costs* applying to a *product* from time to time. Interest rates (including our base lending rates) and fees and *costs* are revised periodically. You can find out current rates and fees and *costs* by contacting us at one of our branches, by using phone banking or by visiting our website.

Service fees

19.2 Additional fees and *costs* may apply in the case of services provided in connection with a *product*. For example, the use of *electronic banking services*, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers).

士以外的其他人士在閣下未知情且未予同意的情况下進行的交易)，假如閣下或任何其他授權人士有欺詐、嚴重疏忽行為（例如並無妥善保護或防止未經授權取用保安密碼、存摺或支票簿，或並無知會本行有保安密碼、存摺或支票簿遺失或被竊）；

- 在閣下或授權人士違反本行銀行協議或涉及任何疏忽的情況下，並非以卡產品或電子理財服務進行的交易；及
- 產品條款所訂的任何其他交易。

同時請參閱第35條有關本行對閣下的損失毋須負責的情況。

F 部 - 付款

19 利息、費用及收費

閣下必須確保本身知悉並理解本客戶條款所述的利息、費用及開支，以及閣下就本行銀行協議可能應付的額外利息、費用及開支。有關資料載於收費表亦可向本行分行或透過電話銀行服務索取。

本行的收費表及產品手冊會定期修改，而閣下必須支付當時適用的利息、費用及開支。

利息及費用

19.1 閣下必須支付一項產品不時適用的利息(包括本行的基本借貸利率)、費用及開支。利率及費用和收費會定期修改。閣下可聯絡本行分行或透過電話銀行服務或本行網站索取最新的利率、費用及開支資料。

服務費

19.2 就產品提供的服務可能須另行加徵費用和開支，例如使用電子理財服務，或者外幣存款、電匯等若干類別付款及存款服務（包括第三方服務供應商可能徵收的費用）。

政府收費

19.3 閣下亦須就本行銀行協議向本行支付相當於任何政府收費及徵費（不論如何稱呼）的款項，而不論閣下對有關收費及徵費是否負有首要法律責任。

預扣稅

19.4 閣下在一項產品上賺取的利息可能根據相關法例需要繳付預扣稅。

Government charges

19.3 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our banking agreement. These are payable whether or not you are primarily liable for those charges and duties.

Withholding tax

19.4 Interest earned by you for a *product* may be subject to withholding tax in accordance with applicable law.

19.5 If a law requires you to deduct any tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.

Value added tax

19.6 All payments to be made by you in connection with our banking agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

Default interest

19.7 From the time any amount under our banking agreement is overdue for payment until it is paid, you must pay interest at the *default rate* on the overdue amount when we ask.

Calculation

19.8 Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice. If we agree to capitalise interest (or if *default interest* is charged under clause 19.8), we may add to the outstanding principal amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

Refund of fees

19.9 Unless specified in the *product terms* or elsewhere in our banking agreement, you are not entitled to any refund of any interest, fee or costs you have paid or subsidy you have received including where you do not use a *product* or our banking agreement ends.

Costs on cancellation

19.10 If our banking agreement ends, you cancel any *product* before using it or you do not proceed to use a *product* within any period we specify in our banking agreement, we may require you to pay, interest, fees and costs in connection with our banking agreement or the *product*. This includes any legal costs in connection with preparation of documents (such as *securities*) even if these documents have not been signed.

19.5 倘若法例規定閣下從給予本行的付款中扣除任何稅項，則閣下必須相應增加應付款額，以致預扣後本行所收款額為假設不需扣稅而應收到的款額。閣下同意扣除稅項款額，根據相關法例向有關當局支付，並向本行提供收據正本。

增值稅

19.6 閣下就本行銀行協議的所有付款在計算時均無計及任何商品及服務稅、消費稅、增值稅或類似稅項。倘若需就付款支付任何該等稅項，閣下必須額外向本行支付相當於付款金額乘以適用稅率的款額。閣下必須在付款的同時支付有關額外款項。

拖欠利息

19.7 對於任何款項根據本行銀行協議逾期未付起至其付清為止的期間，閣下必須在本行要求時，按照拖欠利率就拖欠款項支付利息。

計算

19.8 任何應付利息或費用均根據本行銀行協議產生，按照本行的慣常做法計算。倘若本行同意利息資本化（或如果根據第19.8條收取拖欠利息），本行可將本條下未付的任何利息加入未償還本金結餘。隨後閣下對本條下的利息總額負責。

退還費用

19.9 除產品條款或本行銀行協議另有註明者外，閣下無權享有閣下已付的任何利息、費用或開支之退款或閣下已收的補貼，即使閣下並無使用一項產品或本行銀行協議結束亦然。

關於取消的開支

19.10 如在銀行協議終止的情況下，閣下於開始使用前而取消任何產品或閣下沒有在任何本行於銀行協議指定的時限內使用某項產品，則本行可能需要閣下就本行銀行協議或該產品支付利息、費用及開支。這包括任何關於準備文件（如抵押）的法律費用，不論該等文件有否簽署。

20 閣下對本行的彌償保證

20.1 閣下給予本行彌償保證，必須應要求就以下各項向本行支付本行合理產生的任何損失：

- 任何戶口、任何產品的設立和提供或本行銀行協議所擬的任何其他交易；
- 本行就閣下或抵押提供者所作的查冊及查詢（包括無力償債調查）；

20 You indemnify us

20.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:

- any *account*, the establishment and provision of any *product* or any other transaction contemplated by our banking agreement;
- searches and enquiries we make in connection with you or a *security provider* (including checking for *insolvency*);
- instructions you or an *authorised person* gives us (including those sent by *electronic equipment*);
- any service provided by a third party including services arranged by a *card association*;
- any *tax* payable by us on, or calculated by reference to, any amount paid or payable by you under our banking agreement (excluding any *tax* payable by us by reference to our net income);
- us acting on, delaying or refusing to act on instructions from you or an *authorised person* or taking action against you or an *authorised person*;
- a *default*;
- any amount payable by you under our banking agreement being repaid, discharged or made payable before its due date (the *loss* we incur includes our *loss* in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any *product*);
- an increased cost in our funding in connection with a change in law;
- any person exercising, or not exercising, rights under our banking agreement or any *security* (including enforcement action and debt collection costs, such as valuation fees and auctioneer's charges);
- any breach or non-observance of any of our banking agreement by you or another other person with access to our services, including our *electronic banking services*. You shall indemnify us for all losses, damages, costs or expenses (including legal and other professional advisors' fees) reasonably incurred by us in our enforcement against you of our banking agreement; or
- Any unauthorised, improper, erroneous, faulty, illegal or fraudulent use by you or any other persons with access to the banking services including *electronic banking services*.

except to the extent the *loss* arises from our own negligence, fraud or wilful *default*.

20.2 If we ask, you must appear and defend at your own cost and expense any action which may be brought against us in connection with our banking agreement.

20.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by

- 閣下或授權人士給予本行的指示（包括經電子設備發出的指示）；
- 第三方提供的任何服務，包括信用卡協會安排的服務；
- 就閣下根據本行銀行協議已付或應付的任何款項而應由本行支付或按此計算的任何稅項（不包括根據本行收入淨額支付的任何稅項）；
- 本行執行、押後或拒絕執行閣下或授權人士的指示，或對閣下或授權人士採取行動；
- 違約；
- 閣下根據本行銀行協議應付而被退還、解除或在到期日前到期應付的任何款項（本行所產生的損失包括本行為任何產品提供或維持資金而採取解散、終止或更改安排所牽涉的損失）；
- 本行因法例變動而新增的資金成本；
- 任何人士行使或不行使本行銀行協議或任何抵押下的權利（包括強制執行及討債開支，如估值費用及拍賣商的收費）；
- 閣下或使用本行服務（包括本行的電子理財服務）的其他人士違反或不遵守任何本行銀行協議。對於本行對閣下強制執行本行銀行協議而合理招致的所有損失、損害賠償、成本或開支（包括律師費及其他專業顧問費），閣下應對本行作出彌償；或
- 閣下或使用本行服務（包括本行的電子理財服務）的其他人士未經授權、不當、錯誤、過失、非法或欺詐性地使用。

除非有關損失是由於本行自身的疏忽、欺詐或故意違約所引起。

20.2 在本行要求下，閣下必須在涉及本行銀行協議而針對本行提出的任何法律訴訟中出庭抗辯，一切成本及開支概由閣下自行承擔。

20.3 閣下必須簽署本行合理要求的加強本條效力的任何文件，包括有關經電子設備發出的指示或遺失的存摺、支票簿或保安密碼。

21 付款 - 一般事項

本行（及渣打集團其他各成員）有權將本行（或渣打集團任何其他成員）應付閣下的任何款項與閣下應付本行（或渣打集團任何其他各成員）的任何款項互相抵銷。

electronic equipment or lost passbooks, cheque books or security codes.

21 Payments - generally

We (and each other member of the *Standard Chartered Group*) have rights to set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*).

Payments in full

21.1 All payments you must make to us under our banking agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without set off, counterclaim or deduction or withholding (including on *account* of any tax) unless the deduction or withholding is required by law. If you are required to deduct or withhold any amount, the payment you must make to us must be increased so that the amount of the payment we receive after the deduction or withholding is equal to the amount otherwise payable.

Independent payment obligations

21.2 Your obligation to pay any amount under our banking agreement is separate from each other obligation to pay.

Right of set off

21.3 We (and any other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*) (whether or not the obligation is matured or contingent). We (and each other member of the *Standard Chartered Group*) may also combine or consolidate all *accounts*. If we (or any other member of the *Standard Chartered Group*) combine *accounts*, any credit funds held by you in your *accounts* will be applied to adjust the amount owing by you in relation to your other *accounts*. We (and each other member of the *Standard Chartered Group*) may do so at any time (even if there is no *default*).

21.4 If you have a joint *account*, we (and each other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount owing to us (or any other member of the *Standard Chartered Group*) in any one *account*holder's *account*.

21.5 For the purposes of clauses 21.3 and 21.4, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

Business days

21.6 Unless otherwise stated in the *product terms*, if an amount is due on a day which is not a business day, you must pay it on or before the next following business day unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding business day.

全數付款

21.1 閣下根據本行銀行協議須向本行作出的一切付款，最遲必須於到期繳款日以本行指定的貨幣之即時可動用資金全數交到本行，而並不涉及任何抵銷、反申索或扣減或預扣（包括以任何稅項為由），惟法例要求扣減或預扣者除外。如閣下被要求扣除或預扣任何金額，則閣下須向本行支付之金額當增加，以使本行收取之金額於該扣除或預扣後相當於閣下（如不須扣除或預扣的話）本來須付本行之金額。

獨立的付款責任

21.2 閣下於本行銀行協議下的任何付款責任均為個別及獨立的。

抵銷權

21.3 本行（及渣打集團任何其他成員）可將本行（或渣打集團任何其他成員）應付閣下的任何款項與閣下應付本行（或渣打集團任何其他成員）的任何款項互相抵銷（不論有關義務是否到期或屬或然性質）。本行（及渣打集團其他各成員）亦可合併或綜合所有戶口。倘若本行（或渣打集團任何其他成員）合併戶口，則會以閣下戶口中所持的任何貸方資金，對閣下其他戶口的相關欠款作出調整。本行（及渣打集團其他各成員）可隨時採取有關行動（即使並無違約）。

21.4 閣下如擁有聯名戶口，則本行（及渣打集團其他各成員）可將本行（或渣打集團任何其他成員）應付閣下的任何款項，與任一戶口持有人的戶口應付本行（或渣打集團任何其他成員）的任何款項互相抵銷。

21.5 就第21.3及21.4條而言，渣打集團各成員均可按其合理認為適當的匯率進行任何必要的貨幣換算。

營業日

21.6 除產品條款另有列明者外，倘若有關款項於非營業日到期，則閣下須於下個營業日或之前支付，惟若該日在下一個曆月，則閣下須於前一個營業日或之前支付本行。

扣賬

21.7 本行可從產品的有關戶口扣除閣下就有關產品應付本行的任何利息、費用、開支或任何其他款項（而不通知閣下）。

Debiting accounts

21.7 We may debit (without notice to you) any interest, fees, costs or any other amount you owe us in connection with a *product* to the *account* for the *product*.

Insufficient funds

21.8 If you have insufficient funds in any *account* in respect of which we are entitled to debit amounts you owe us, yet we still decide to debit the *account*, our action does not constitute a waiver or otherwise affect our rights under our banking agreement.

Automatic payment from account with another institution

21.9 If we require you to pay us an amount by automatic payment from an *account* with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to the amount, is debited from that *account* and deposited in your *nominated account* on each payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the amount, to that *account*; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

Authority to fill in cheques

21.10 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the *product* at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the *product*.

Honouring payment instruments

21.11 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the *account* to be debited (including any *account* with another financial institution or the *nominated account*);
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the *account* on which cheques are drawn.

Post-dated cheques

21.12 If we require you to pay an amount by post-dated cheques, you must:

- give us post-dated cheques in our favour for an amount equal to each payment amount; and
- replace the cheques if we ask.

資金不足

21.8 倘若本行有權從中扣除閣下應付本行款項的任何戶口資金不足，而本行仍決定從有關戶口扣賬，本行的行動概不構成放棄或以其他形式影響本行在本行銀行協議下的權利。

從其他機構戶口的自動轉賬

21.9 如本行須要閣下從其他財務機構以自動轉賬方式向本行支付款項，則閣下須：

- 與該財務機構作出付款安排，以使一個相當於該款項的金額將於該戶口扣除並於每付款日存入閣下的指定戶口，閣下亦須向本行提供足夠證據以證明；或
- 向本行提供任何本行要求的授權，以使本行能於該戶口扣除金額；或
- 如本行要求，向本行提供一或多張以本行為受益人的未訂明日期及金額的已簽署支票或以其他本行指定的方式而發出的支票。

填寫支票的權力

21.10 如閣下向本行提供任何支票，閣下將不可撤回地授權及委任本行為閣下的受權人在有關支票上填寫日期及不超過當時產品上限的金額；閣下明白本行可能會用該等支票支付任何閣下欠本行的任何關於產品的金額。

兌現付款指示

21.11 閣下須確定任何付款文書或付款指示能夠兌現。例如，閣下須：

- 確定閣下的戶口（包括任何與其他財務機構的戶口或指定戶口）有足夠資金可供扣除；
- 不會止付支票；
- 不會取消或更改任何付款安排（除非為反映分期付款上的改變，本行要求閣下更改安排）或關閉或改變有關戶口（有關支票於其下發出的）。

逾期支票

21.12 如本行要求閣下以逾期支票方式支付款項，閣下須：

- 向本行提供金額相等於每一款項的並以本行為受益人而發出的逾期支票；及
- 如本行要求，替換該等支票。

How we apply payments

- 21.13 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.
- 21.14 Unless set out in the *product terms* we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

Payments into suspense account

- 21.15 We may place in a suspense *account* any payment we receive in connection with our banking agreement for so long as we consider appropriate. This is to protect our rights against other amounts you or a *security provider* may owe us.

Insolvent payments

- 21.16 Under *insolvency law*, a person may demand the refund of a payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.

22 Currency conversion and indemnity

Currency of payment

- 22.1 We may make currency conversions in respect of any amount received by us from you or due to you from us at a rate we reasonably consider appropriate. You indemnify us for any shortfall arising from the conversion.

Payment in other currency

- 22.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:
- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our costs incurred in the conversion; and
 - you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.
- 22.3 Despite any other provision of our banking agreement, at any time after there is a *default* we may convert to the *base currency* at a rate determined by us any part of the *balance owing* for the *product* which is not due to us in the *base currency* ("foreign currency obligation").

Conversion after default

- 22.4 The applicable foreign currency obligation is then taken to be replaced with an obligation to pay us an amount of the *base currency* equal to the amount of the *base currency* needed for the conversion plus the *costs* of the conversion.

Currency restrictions

- 22.5 You must comply with all exchange control laws

本行如何分配付款

- 21.13 任何付款視為在本行將其記入戶口時作出。本行會在實際收到付款後盡快入賬。
- 21.14 除非產品條款另有列明，本行可運用根據本行銀行協議收到的款項，按本行決定的任何順序支付閣下對本行所欠的款項。

對暫記戶口的付款

- 21.15 本行可在認為適當的情況下，將本行就本行銀行協議收到的任何付款記入暫記戶口，以保障本行對於閣下或抵押提供者可能應付本行的其他款項的權利。

無力償債付款

- 21.16 根據破產法，本行根據本行銀行協議收到的付款可能會被要求退還。倘若本行有責任並且同意退款，則本行會視為原有付款從無作出處理。本行因而有權根據本行銀行協議對閣下行使本行的權利，猶如有關付款從無作出。

22 貨幣兌換及彌償保證

付款貨幣

- 22.1 本行可按本行合理認為適當的匯率，兌換本行從閣下收到或本行應付閣下的任何款項。閣下保證彌償本行因兌換而產生的任何短缺款項。

以其他貨幣付款

- 22.2 閣下放棄在任何司法管轄區以欠款貨幣以外的其他貨幣支付任何款項的權利。倘若本行收到欠款貨幣以外其他貨幣的付款：
- 本行可將有關款項按本行合理認為適當的日期及匯率兌換為欠款貨幣。本行可扣收兌換所產生的開支；並且
 - 閣下以欠款貨幣支付的義務履行，以兌換所得欠款貨幣款額扣減兌換開支後的款額為限。

- 22.3 一旦發生違約，本行可以在任何時候，把產品的任何部分並非以基礎貨幣計值的欠付本行的結餘（「外匯義務」），按本行釐定之匯率兌換為基礎貨幣，即使本行銀行協議中另有其他規定亦然。

違約後兌換

- 22.4 適用的外匯義務今後將取代下列義務：向本行支付一筆基礎貨幣金額，其等同於兌換所需基礎貨幣金額加上兌換手續費。

in connection with our banking agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your *account* in that currency. We may make the payment in any currency we consider appropriate.

Currency conversion on judgment debt, orders, directives issued under law or regulator

22.6 If a judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order, directives issued under law or by any regulator or pursuant to agreement with any regulator or any authority or acceptance of proof of debt; and
- the costs of conversion.

Part G - Information, statements and records

23 Information you give

Information must be correct

23.1 Each time we offer a *product* to you or you use a *product*, we rely on the information you give to us. It must be correct, complete and not misleading.

You must notify us, within 30 calendar days, if you become aware that any information you have given changes, is incorrect or misleading.

What you must give us

23.2 If we ask, you must give us any information about or documents in connection with:

- our banking agreement or any *other arrangement with us*; or
- your financial affairs.

All information or documents must be in the form we require and certified by you to be true.

23.3 You must notify us if there is any change in your employment, business or profession within 15 days of the change.

23.4 You must get the consent of other persons named in a client information form, an *application* or any *authorised person* to our collection, holding and use of their personal information.

23.5 Where laws and regulations allow, you consent to us periodically checking your credit status with any credit bureau or credit reference agency.

23.6 We will not be responsible for any *loss* or damage incurred by you due to your failure to

外匯管制

22.5 閣下必須遵守本行銀行協議涉及的一切外匯管制法例。倘若個別國家限制供應或轉移其貨幣，則本行毋須以有關貨幣向閣下的戶口作出任何付款。本行可以本行認為適當的任何貨幣付款。

判定債項的兌換，債項判令，由法律或監管人發出的指令

22.6 倘若有關本行銀行協議的判定債項、債項判令、由法律或監管人發出的指令或根據任何監管人或機構訂下的協議或債權證明或討回款項以本行銀行協議下的欠款貨幣以外的其他貨幣為單位，則閣下保證對本行彌償：

- 兌換其他貨幣的任何差額（倘若本行根據本行銀行協議用於收到其他貨幣付款時兌換貨幣的匯率，對本行而言遜於有關判定債項、債項判令、由法律或監管人發出的指令或根據任何監管人或機構訂下的協議或接納債權證明所用的匯率）；及
- 兌換開支。

G 部 - 資料、月結單及紀錄

23 閣下提供的資料

資料必須正確

23.1 每次本行向閣下提供產品或閣下使用產品時，本行依賴閣下給予本行的資料。有關資料必須正確完備且並無誤導。

倘若閣下得知給予本行的任何資料有所改變或存在不確或誤導成份，則須在30日內通知本行。

閣下須向本行提供的資料

23.2 閣下須應本行的要求提供有關以下各項的任何資料或文件：

- 本行銀行協議或與本行訂立的任何其他安排；或
- 閣下的財務狀況。

所有資料或文件均須符合本行要求的格式，並經閣下核證真確。

23.3 如閣下的受僱工作、業務或職業有任何變更，閣下須於變更的15天內通知本行。

23.4 閣下必須取得客戶資料表格、申請所列其他人士或任何授權人士的同意，批准本行收集、持有及使用其個人資料。

update us promptly and correctly of any change in your *account* details, mailing address, email address, *mobile phone number*, fax number and other *account* details that are needed for us to contact you.

Representations

23.7 You represent and warrant that:

- you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our banking agreements and any *other arrangement with us* which you enter into with us and to comply with your obligations and exercise your rights under them;
- your obligations under each of our banking agreements and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither you nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements or any *other arrangement with us*;
- all the information given by you or any *security provider* (or on your or their behalf) is correct, complete and not misleading and each representation made by you to us is correct and not misleading;
- since the date the information to us by you or a *security provider*, there has been no change in your or a *security provider's* financial circumstances which may have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us;
- neither you nor any *security provider* has withheld any information that might have caused us not to enter into any of our banking agreement or provide any *product* to you (including information about the assets you or they own and any *security interest over them*);
- neither you nor any *security provider* or any assets you or they own has immunity from the jurisdiction of a court or from legal process;
- unless otherwise stated in the *application*, you are not entering into our banking agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
- if we accept your *application* to enter into our banking agreement or you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
- neither you nor any *security provider* is in *default* and no event has occurred which may, with the giving of notice or lapse of time or fulfillment of any condition, become a *default*.;
- you shall accept full responsibility for all transactions executed, including transactions executed through the *electronic banking services* and in particular for ensuring the accuracy and completeness of your

- 23.5 如法律及規例允許，閣下同意本行定期向任何信用機構或信貸資料中心核査閣下的信用狀況。
- 23.6 對於因閣下未能及時及正確地向本行更新閣下的戶口詳情、郵寄地址、電郵地址、手提電話號碼、傳真號碼以及本行聯絡閣下所需的任何其他戶口詳情所發生的任何變化，而導致閣下招致任何損失或損害賠償，本行概不負責。

聲明

23.7 閣下聲明及保證：

- 閣下有權力及所有所須批准以擁有及進行任何閣下的業務、與本行訂立每一銀行協議及閣下與本行訂立的任何其他安排；並履行閣下的責任及行使閣下的權利；
- 閣下於每一本行銀行協議及任何抵押下的責任（以及任何抵押提供者的責任）均為有效、有約束力及可予以強制執行；而閣下或任何抵押提供者均不會因訂立任何銀行協議或任何抵押或因履行或行使任何銀行協議或與本行訂立的任何其他安排下的責任或權利而違反任何法律、批准、文件或協議；
- 閣下或任何抵押提供者本身(或代表閣下或該抵押提供者)提供的一切資料均正確完備且並無誤導，而閣下對本行作出的各項聲明均屬正確且並無誤導；
- 自從提供資料日期以來，閣下或抵押提供者的財務狀況並無出現任何可能嚴重影響閣下或抵押提供者履行對本行所負義務的轉變；
- 不論閣下或抵押提供者並無隱瞞有可能導致本行不與閣下訂立本行銀行協議或不向閣下提供任何產品的任何資料（包括關於閣下或抵押提供者資產的資料）；
- 閣下或任何抵押提供者或任何閣下或該抵押提供者擁有的資產均無法庭或任何法律程序下發出的豁免；
- 除申請中另有註明者外，閣下並非以受託人、代理人或代名人身分訂立本行銀行協議或與本行交易（即閣下須承擔主事人責任）；
- 倘若本行接納閣下以受託人、遺囑執行人、代理人或代名人身分訂立本行銀行協議或與本行交易，則閣下有權如此行事；
- 不論閣下或任何抵押提供者並無違約，亦無發生任何事件以致在給予通知或時間經過或達到任何條件的情況下構成違約；
- 閣下應對執行的所有交易承擔全部責任，包括通過電子理財服務執行的交易，尤其是確

instructions to us; and

- that to the best of your knowledge, *your system* and any other computer system through which you access the *electronic banking services* are free from any electronic mechanical, data failure or corruption, computer viruses, malware and bugs. We are not responsible for any electronic, mechanical, data failure or corruption, computer viruses, malware, bugs or related problems that may be attributable to services provided by any internet service provider, network provider, server or such other equivalent system.

You repeat these representations and warranties every time you apply for a *product* or make any transaction on a *product* or *account*. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

24 Information we give

Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete. However, we are not liable for the accuracy or completeness of the information given.

25 Information we collect, use and disclose

25.1 You consent to each member of the *Standard Chartered Group*, its officers, employees, agents and advisers disclosing information relating to you (including details of the *accounts*, *products* or any *security*) to:

- our head office and any other member of the *Standard Chartered Group* in any jurisdiction ("*permitted parties*");
- professional advisers, service providers or independent contractors to, or agents of, the *permitted parties*, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the *permitted parties*;
- any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- any credit bureau or credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any *permitted parties*;
- any financial institution which you have or may have dealings for the purpose of conducting credit checks (including in the form of bank references);
- any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the *permitted parties*;
- any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with regulators or authorities or otherwise;

保閣下對本行指示的準確性及完整性；及

- 盡閣下所知，閣下使用 *電子理財服務* 時採用的系統及任何其他電腦系統均無任何電子、機械、數據故障或損壞、電腦病毒、惡意軟體、程式故障。對於因任何網際網路服務提供商、網絡提供商、伺服器，或任何其他等效系統提供的服務導致的任何電子、機械、數據故障或損壞、電腦病毒、惡意軟體、程式故障或相關問題，本行概不負責。

閣下在每次申請 *產品* 或就 *產品* 或 *戶口* 進行任何交易時重申上列聲明及保證。倘若發生任何情況，以致閣下不能真誠重申上列聲明及保證，閣下必須知會本行。

24 本行提供的資料

本行向閣下提供的任何資料僅供參考。本行會盡力確定本行提供的資料為正確及完整。但本行不會為所供提的資料的準確性或完整性負上責任。

25 本行收集、使用及披露的資料

25.1 閣下同意 *渣打集團* 各成員、其職員、僱員、代理人及顧問向下列人士披露有關閣下的資料（包括 *戶口*、*產品* 或任何 *抵押* 的詳情）：

- 本行在任何司法管轄區的總辦事處及 *渣打集團* 任何其他成員（「*獲允人士*」）；
- 獲允人士的專業顧問、服務供應商或獨立承辦商或代理人，例如收數公司、數據處理公司及對獲允人士負有保密責任的人士；
- 本行與閣下之本行銀行協議的任何有關實際或潛在參與人或附屬參與人或承讓人、約務更替人或受讓人（或其中任何一方的任何職員、僱員、代理人或顧問）；
- 任何信貸資料中心或信貸資料服務機構、評級機構、聯營夥伴、保險商或保險經紀或直接或間接信貸保障提供者或任何獲允人士；
- 閣下曾經或可能曾經與其交易的任何財務機構（為進行信貸調查而披露，包括以銀行信用查詢形式進行）；
- 對獲允人士有司法管轄權的任何法院、審裁處或主管當局（包括進行違規調查的機關）；
- 任何監管人或稅務機關當有需要在根據任何司法指令，監管人或機構訂下的協議或其他情況下建立任何稅務債項；

- a *merchant* or a member of a *card association* where the disclosure is in connection with use of a *card*;
- any *authorised person* or any *security provider*;
- anyone we consider necessary in order to provide you with services in connection with an *account*,

whether they are located in or outside Hong Kong.

- 25.2 The information may be used in connection with matching procedure (as defined in the Personal Data (Privacy) Ordinance, Cap. 486) and in accordance with our usual practice.
- 25.3 Without limiting any provisions here or under our banking agreement, we may disclose, use or transfer information relating to you for the purpose of monitoring our compliance with law, agreements with any regulator or any authority and/or our or the *Standard Chartered Group's* policies, subject to and in accordance with any applicable law.
- 25.4 Any *account* or transaction information reported, including those reported through our *electronic banking services*, may not be conclusive to your *account* and transaction status as there may be transactions or instructions which have yet to be or are being processed by us. You agree that the information pertaining to the *electronic banking services* shall not for any purpose whatsoever be taken as conclusive of your *account* balance or transaction status. We do not warrant the accuracy of any information pertaining to your *accounts* or transactions as reported through the *electronic banking services*.

Not providing or withdrawing consent

- 25.5 You may choose not to provide or withdraw any consent given or deemed to have been given to us at any time by notifying us. If you do so, we may not be able to deal with you or to provide or continue providing a particular *product* or service to you. In some cases, we may have to terminate our banking agreement relating to such *product* or service with you.

Communication

- 25.6 To the extent permitted by law, we may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies for the purposes in clause 26.2.

We treat information in accordance with applicable law (including the Personal Data (Privacy) Ordinance and Code of Practice on Consumer Credit Data). Please refer to Appendix 1 for more details about how we deal with information and your rights.

26 Statements and records

- 26.1 We issue statements for *accounts* periodically as set out in the *product terms*. Statements may be in paper, electronic or any other form we choose. However, we may not issue statements

- 商戶或信用卡協會成員（就卡產品的使用和披露）；
- 任何授權人士或任何抵押提供者；
- 行認為就戶口為閣下提供服務而必須的任何人士，

而不論有關人士在香港境內或境外。

- 25.2 有關資料可按核對程序（定義見香港法例第486章《個人資料（私隱）條例》）及根據本行的慣常做法使用。
- 25.3 根據任何相關法例允許的情況下，在不受任何條款或本行之銀行協議下，本行或披露，使用或移轉閣下之資料作監管本行履行法例，與任何監管人或任何機構所訂下之協議和/或本行或渣打集團的政策。
- 25.4 所報述的任何戶口或交易資料（包括該等透過本行電子理財服務報述的資料）對於閣下的戶口及交易狀態而言可能並非最終的，因為有關交易或指示可能尚未或正在由本行處理。閣下同意，關於電子理財服務的資料不得以任何目的被視為閣下戶口結餘或交易狀態的最終資料。本行概不保證透過電子理財服務報述的關於閣下戶口或交易的任何資料的準確性。

不提供或撤銷同意

- 25.5 閣下可隨時向本行發出通知，選擇不提供或撤銷已向或視為已向本行作出的同意。倘若閣下如此行事，本行可能無法與閣下交易，或向閣下提供或繼續提供特定的產品及服務。在某些情況下，本行可能必須終止與閣下訂立的關於上述產品或服務的本行銀行協議。

通訊

- 25.6 在法律允許的範圍內，本行可記錄及監控閣下與本行的通訊，以確保遵守本行的法律及監管義務，以及本行為第26.2條下的目的制定的內部政策。

本行根據有關法例（包括《個人資料（私隱）條例》及《個人信貸資料實務守則》）處理有關資料。有關本行如何處理資料及閣下權利的詳情，請參閱附錄1。

26 月結單及紀錄

- 26.1 本行根據產品條款定期發出戶口的結單。結單可為紙張、電子或本行選擇的任何其他形式。然而，倘若戶口並無進支活動、自上次結單日期以來並無交易或在並非法律規定，或本行政策、任何當局之保安程序或規定（包括本行經營業務所在的任何司法管轄區的任何監管機構

if an *account* is inactive, there have been no transactions since the previous statement or where we are not required by law to do so or where our policy, *security* procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from doing so.

- 26.2 If your instructions are to give you a *consolidated statement* (if available) you acknowledge that we will not also issue separate statements for Individual *accounts*. However, we may revert to issuing separate statements at any time.

If you think there is a mistake

- 26.3 You should retain all transaction records to enable you to verify entries. You must check these entries and your passbook, or any counterfoil, entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. If you do not report any mistake within the period stated in the *product terms* or as under applicable law, we treat the statement as correct.

- 26.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-business days and after "cut-off" time on business days may be held over to be processed on the next business day.

Reversals

- 26.5 We may cancel, reverse or debit any payment we make under our banking agreement (including any interest paid) and make any corresponding adjustments to an *account*:

- to correct a mistake;
- where we have not received cleared and unconditional funds in full or promptly;
- where we are required to return the funds to the relevant payer or drawer; or
- where we have reasonable grounds for doing so.

If we make an adjustment, we notify you.

Our records are conclusive

- 26.6 Unless there is an obvious mistake:
- our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
 - any certificate we issue, or decision we make, about a matter or an amount payable in connection with our banking agreement is conclusive evidence.

- 26.7 You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

或任何超國家組織、官方機構（包括但不限於英國財政部、聯合國、歐盟或任何國家）施加的任何經濟和貿易制裁）禁止本行如此行事的情況下，本行未必會發出月結單。

- 26.2 倘若閣下指示發出綜合月結單（如有提供），則閣下承認知悉本行不會就個別戶口另行發出月結單。然而，本行可能隨時重新另行發出結單。

倘若閣下認為有誤

- 26.3 閣下應該保留所有交易紀錄，以核對各條項目。閣下須於收到月結單後盡快檢查有關項目及閣下的存摺或任何存根項目是否準確無誤。如有任何錯誤或未經授權交易，必須盡快通知本行。倘若閣下並無在產品條款所列或有關法例規定的期間報告任何錯誤，則本行將視月結單為正確論。

- 26.4 交易紀錄所示日期與閣下的月結單所示日期可能有異。這是由於在非營業日或營業日的「截數」時間之後完成的交易，可能延至下個營業日才處理。

撥回

- 26.5 本行可以取消、撥回或扣除本行根據本行銀行協議作出的任何付款（包括所付的任何利息），並對戶口進行相應調整：

- 以糾正錯誤；
- 倘若本行並無全數或及時收到無條件可動用款項；
- 倘若本行須向有關付款人或提款人退還款項；或
- 倘若本行有合理理由採取行動。

倘若本行作出調整，本行將通知閣下。

本行的紀錄具決定性

- 26.6 除存在明顯錯誤外：
- 本行有關指示、報告、月結單或其他通訊的紀錄（不論是書面實體、電子、數據或其他形式）均為有關內容、本行收悉或並無收悉的決定性證據；而
 - 本行就本行銀行協議而作出有關任何事項或應付款項的認證或決定均屬決定性證據。

- 26.7 閣下承認，本行可於有關法例允許的時間在本行認為適當的情況下銷毀、刪除或以其他方式停止存儲任何紀錄（不論是書面實體、電子、數據或其他形式）。

Part H - Termination, suspension and enforcement**27 How our banking agreement, or your use of a product, ends****Termination by either party**

- 27.1 Either you or we may end our banking agreement or your access or use of a *product* in any manner including through our *electronic banking services* by giving the other party prior notice in writing in accordance with our banking agreement.
- 27.2 If you have more than one *account*, you may not cancel certain *electronic banking services* for any one *account* only (unless we otherwise agree).

Termination by us

27.3 We may end any (or all) of our banking agreement for a *product*, with reasonable notice to you, if:

- you or any *security provider* have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading; or
- you do not pay on time an amount due under any of our banking agreements or any other arrangement you have entered into with a member of the *Standard Chartered Group* (This includes if you have not ensured there are sufficient funds available in an *account* which has been nominated for debiting payment); or
- you have breached any other term of any of our banking agreement or any other arrangement you have entered into with a member of the *Standard Chartered Group*; or
- you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
- a *security provider* has breached any term of any *security* or any agreement entered into in connection with the assets the subject of the *security* any other *security interest* they have provided to us or any other arrangement they have entered into with a member of the *Standard Chartered Group*; or
- any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; or
- you or any *security provider* becomes *insolvent* or any of your or their assets is subject to *insolvency proceedings*; or
- you or any *security provider* dies or becomes incapacitated; or
- you or any *security provider* stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
- you or any *security provider* acts fraudulently or dishonestly; or
- any of your or any *security provider's* assets

H 部 - 終止、暫停及強制執行**27 本行銀行協議或閣下使用產品的終止方式****任何一方提出終止**

- 27.1 閣下或本行均可根據本行銀行協議向對方發出預先書面通知以終止本行銀行協議或閣下以任何方式（包括透過本行的電子理財服務）對某項產品的連繫或使用。
- 27.2 閣下如擁有超過一個戶口，則未必可以僅取消某個戶口的若干電子理財服務（除非經本行另行同意）。

本行提出終止

27.3 在下述情況下，本行可向閣下發出合理通知而提出終止任何(或全部)關於某項產品的本行銀行協議：

- 閣下或任何抵押提供者給予本行不確、不全或誤導資料或作出不確或誤導的聲明或保證；或
- 閣下沒有依時支付任何本行銀行協議下或閣下與渣打集團成員達成的任何其他安排下到期應付之金額（這包括閣下並無確認指定從其扣除款項的戶口有足夠資金）；或
- 閣下違反任何本行銀行協議或閣下與渣打集團成員訂立的任何其他安排的任何其他條款；或
- 閣下違反閣下與另一財務機構任何安排下的任何條款，或另一財務機構暫停或終止閣下使用任何理財服務；或
- 抵押提供者違反任何抵押、任何關於抵押項下資產的協議、任何他們向本行提供的其他抵押權益或任何他們與渣打集團成員達成的其他安排下的任何條款；或
- 任何抵押或本行就某項產品而要求的保險失去效力或在沒有本行同意的情况下撤銷或終止；或
- 閣下或任何抵押提供者無力償債或閣下或抵押提供者的任何資產涉及無力償債程序；或
- 閣下或任何抵押提供者身故或喪失行為能力；或
- 閣下或任何抵押提供者停止付款或停止（或威脅停止）業務或其關鍵部分；或
- 閣下或任何抵押提供者作出欺詐或不誠實行為；或
- 閣下或任何抵押提供者的任何資產被任何人士強制執行判決；或

- are subject to enforcement of a judgment by any party; or
- any assets the subject of a *security* or any of your business or the business of a *security provider* is in jeopardy; or
 - you are convicted of a crime; or
 - legal proceedings to recover debts or criminal proceedings are commenced against you or any *security provider*; or
 - we consider that an *account* is being operated in an irregular or improper manner; or
 - any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
 - any thing occurs which, in our opinion, is likely to have a material adverse effect on your (or a *security provider's*) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any other arrangements with us; or
 - any other event of *default* (however described) under any of our banking agreements or any *security* occurs; or
 - performance of any obligation by either you or us under our banking agreements or a *security provider* under any *security breaches*, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
 - at any time, as a result of your domicile, nationality, residency status, *tax* status, or any other relevant status, the provision or continued provision of any *product* or part of any *product*, would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with our usual business practice and procedure; or
 - if you close your *account* or the related *ATM/debit card* expires or is lost and cancelled by you; or
 - we are required by law (including an order of any authority) to do so; or
 - any other event of *default* (however described) under any of our banking agreements or any other arrangement with us occurs.

However if circumstances which we consider to be exceptional apply, we need not give you any notice before we end our banking agreement.

Our rights under this clause do not affect any other right under any of our banking agreements and are subject to the giving of any notice,

- 抵押項下的任何資產或任何閣下或抵押提供者的業務處於危難之中；或
- 閣下干犯罪行；或
- 閣下被提出追討債項的法律程序或刑事程序；或
- 本行認為戶口的操作不尋常或不適當；或
- 閣下進行的任何業務並不是以適當、有條理及有效率的方式而行，或閣下在沒有本行同意的情況下停止進行業務（或其重大部分）或作出重大改變；或
- 發生了任何本行認為有可能嚴重影響閣下（或抵押提供者）的業務、資產或財務狀況或閣下（或抵押提供者）履行任何本行銀行協議下或與本行達成的任何其他安排下責任的能力或意願的情況；或
- 任何本行銀行協議或任何抵押的任何其他違約事件（不論如何形容）；或
- 閣下或本行在本行銀行協議下的任何義務履行或抵押提供者履行任何抵押下義務違反或可能違反法例或任何主管當局規定，包括本行經營業務所在的任何司法管轄區的任何監管機構或任何超國家組織、官方機構（包括但不限於英國財政部、聯合國、歐盟或任何國家）施加的任何經濟和貿易制裁，或因主管當局發佈命令或制裁令而導致違反本行應用的任何政策；或
- 任何時候因閣下的居籍、國籍、居留身份、納稅身份或任何其他相關身份，導致任何產品或其任何部分的提供或繼續提供構成或在本行合理認為可能構成違反本行政策或任何主管當局的任何適用法律或要求，或不符合本行的慣常業務運作及程序；或
- 倘若閣下關閉戶口或相關自動櫃員機／借記卡失效或遺失後被閣下取消；或
- 法律（包括任何主管當局的命令）要求本行如此行事；或
- 在本行任何銀行協議或與本行達成的任何其他安排下出現任何其他違約事件（不論實際如何稱述）。或
- 閣下或本行在本行銀行協議下的任何義務履行或抵押提供者履行任何抵押下義務違反或可能違反法例或任何主管當局規定。

然而，在本行認為特殊的情況下，本行可以不給予閣下任何通知而終止本行銀行協議。

本行於本條款下的權利不影響任何其他本行銀行協議下的權利，並受限於任何法律規定發出（亦不能排除）的通知、索求或時效間距。

demand or lapse of time which is required by applicable law and cannot be excluded.

27.4 We will be entitled to end your use of our *electronic banking services*, immediately on all your joint *accounts* if any of your joint *account* holders notifies us that:

- That the joint *account* can no longer be operated on your instructions alone; or
- He/she is no longer prepared to accept that you may operate the joint *account* using our *electronic banking services*.

We may suspend or terminate our *electronic banking services*, at any time. This will include periods during which maintenance work or repair is required to be carried out, in case of any emergency or for security reasons. We shall endeavour to give a reasonable notice for the suspension or termination of our *electronic banking services*.

Additional rights to terminate

27.5 The *product terms* or these Client Terms may specify additional circumstances in which you or we may end our banking agreement for a *product*.

28 What happens on termination

Banking agreement

28.1 After our banking agreement for a *product* ends, you must:

- not use the *product* or any benefits in connection with the *product* and not access or use the product through our *electronic banking service*;
- immediately repay all amounts owing to us under our banking agreement including the *balance owing* for the *accounts* for the *product*; and
- do any other thing which our banking agreement requires to be done when your right to access or use the *product* in any manner including through our *electronic banking services* ends.

No effect on rights and liabilities

28.2 Ending our banking agreement, or the right to use a *product*, does not affect any of the rights and obligations of either of us, which arose before it ended. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with any *product*. All provisions in our banking agreement in connection with payments clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, *tax*, and the provisions in Part I (*Security*) and Part J (General) survive termination of our banking agreement.

Review of entitlements

28.3 After our banking agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

27.4 倘若閣下任何聯名戶口持有人通知本行以下情況，本行將有權立即終止閣下在閣下所有聯名戶口中使用本行的電子理財服務：

- 聯名戶口無法再由閣下單獨指示操作；或
- 閣下任何聯名戶口持有人不再願意接受閣下使用本行的電子理財服務操作聯名戶口。

本行可能隨時暫停或終止本行的電子理財服務，包括在任何緊急情況下或出於安全理由有必要作出維修或修補行動的期間。我們將就暫停或終止電子理財服務盡力發出合理通知。

其他終止權利

27.5 產品條款或本客戶條款可能訂有閣下或本行可終止關於某項產品的本行銀行協議的其他情況。

28 終止時會如何

銀行協議

28.1 關於某項產品的本行銀行協議終止後，閣下：

- 不得再使用產品或與產品有關的任何利益，且不得透過本行的電子理財服務連繫或使用產品；
- 須立即償付本行銀行協議下應付本行的所有款項，包括關於有關產品戶口的欠款結餘；及
- 須執行本行銀行協議所規定閣下的產品連繫或使用權（以任何方式，包括透過本行的電子理財服務）終止時必須採取的任何其他行動。

不影響權利和責任

28.2 終止本行銀行協議或個別產品的使用權概不影響本行與閣下在本行銀行協議終止前產生的任何權利和義務。閣下亦無權享有閣下就任何產品已付的任何費用或款項之退款或已收的補貼。本行銀行協議有關支付、回撥、彌償保證、責任限制、資料披露、抵銷、外幣兌換、稅項的所有條款及I部（抵押）和J部（一般事項）的條款，在本行銀行協議終止後保持有效。

重審權益

28.3 本行銀行協議終止後，本行可重審並撤回適用於閣下的任何推廣或優惠安排。

29 強制執行

本行可採取本行認為適當的任何行動，強制執行本行銀行協議或任何抵押，包括：

- 聘請任何第三方代理人追討欠負本行的任何款項；

29 Enforcement action

We may take any action we consider appropriate to enforce our banking agreement or any security including:

- employing any third party agent to collect any amount owing to us;
- attaching the *balance owing for any account to your or a security provider's assets*;
- taking steps to enforce our rights against your or a *security provider's assets* such as by lodging caveats;
- commencing legal proceedings against you or a *security provider*.

30 Suspension

- 30.1 We may suspend providing a *product* at any time for any reason (even if there is no *default*). If we do, we notify you as soon as practicable. We agree to suspend provision of a *product* if you ask us to do so in writing.

Blocking Accounts or withholding of funds

- 30.2 Without limiting any provisions here or under our banking agreement, we may block any *account* (and later remove the block) at any time or withhold amounts in any *account* at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies associated with any applicable order or sanction of an authority.

31 Conversion of accounts

We may convert or consolidate any *account* into another type of *account* if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the *account* before expiry of the notice period, we will proceed to convert or consolidate the *account* and we will allocate a new *account* number.

Part I - Security

32 Security

Banker's lien

- 32.1 In addition to any other *security* we require to secure the *balance owing for your products* and any amount which you may owe us in the future, all your credit balances, money, securities, documents, instruments and other valuables deposited with us are, on deposit, subject to a banker's lien to us. Without limiting our other rights, we may set off any such amounts against, or apply the lien as *security* for, any obligations you owe to us. We may sell or deal with the assets to satisfy your obligations to us. We may do so without notifying you.

Security over all assets

- 32.2 In addition to any other *security* we require and our banker's lien under clause 32.1, we hold all your assets (including assets deposited with us for any purpose) as *security* for the total *balance*

- 將任何戶口的欠款結餘附加於閣下或抵押提供者的資產；
- 採取行動對閣下或抵押提供者的資產強制執行本行的權利，例如提交知會備忘；
- 對閣下或抵押提供者展開法律程序。

30 暫停

- 30.1 本行可隨時以任何理由（即使不涉違約）暫停提供某項產品。其時，本行會在可行情況下盡快通知閣下。本行同意會應閣下對本行書面提出的要求而暫停提供某項產品。

凍結戶口或預留資金

- 30.2 在不受任何條款或本行之銀行協議下，如果機構規定，或法規規定本行或根據與任何監管人或任何機構訂下之協議，或如果本行需要根據內部政策並涉及任何指令或機構之制裁下，本行或凍結任何戶口（其後移除凍結）。

31 戶口轉換

本行可在認為適當的情況下將任何戶口轉換或綜合為另一類別戶口，並會預先以書面方式給予閣下合理通知。倘若閣下並無在通知期屆滿前指示本行關閉有關戶口，則本行會實行有關戶口的轉換或綜合並且重新分配一個新的戶口號碼。

I 部 - 抵押

32 抵押

銀行留置權

- 32.1 除本行要求的任何抵押外，以保障本行因日後閣下的產品結存結欠或閣下對本行欠下之任何款項，本行可附加留置權在閣下所有的正數結餘、金錢、證券、文件、工具以及儲存在本行的其他貴重物品作為抵押。在不限制本行其他權利的前提下，本行可將任何相關款項與閣下欠付本行的任何金額抵消，或就該欠款附加抵押留置權。本行可出售或交易閣下的相關資產以抵償閣下對本行的欠款，而不另行通知。

以所有資產設立抵押

- 32.2 除本行要求的任何抵押及於第32.1條下本行所需的留置權外，本行持有閣下的資產（包括因任何目的而存於本行的資產），可作為日後閣下的產品結存結欠或閣下可對本行欠下之任何款項的抵押。在不限制本行其他權利的前提下，本行可將任何相關款項與閣下欠付本行的

owing for all your *products* and any amount which you may owe us in the future. Without limiting our other rights, we may set off any such amounts against, or apply the *security* created by this clause as *security* for, any obligations you owe to us. If there is a *default*, we may sell or deal with your assets to satisfy your obligations to us. We may do so without notifying you

Further security

- 32.3 In addition to any other *security* we may require, you must do anything we ask (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:
- provide further or more effective *security* to us to secure any *balance owing* for any of your *accounts* and any other amount which you may owe us in the future; and
 - to allow us to exercise our rights in connection with your assets.

No dealings

- 32.4 You must not create or allow to exist any *security interest* or otherwise deal with any assets that are the subject of *security* without our consent.

Changing the security

- 32.5 If you want to provide additional or replacement *security* for a *product* (for example, if you want to move house but you want to keep any loan we have provided to you), please contact us to discuss. If we agree to your request, it will be on terms we specify. For example, the replacement *security* must be in form and substance we approve and you must pay all applicable fees and costs.

Ensure compliance by security provider

- 32.6 You must ensure that each *security provider* complies with their obligations under the *security* they have provided to us.

Security continues until release

- 32.7 Any *security* continues until we have released it.

Appointment as attorney

- 32.8 You irrevocably appoint us and any other person we nominate as your attorney to execute documents and take other action that we consider necessary to perfect and enforce any *security* (including dealing with any of the property which is the subject of the *security*).

33 Valuations

- 33.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with any asset that is the subject of any *security*. Any valuation report must be in accordance with any requirements we specify. Alternatively, we may obtain a valuation report at your cost.
- 33.2 We may arrange for further valuation reports in connection with any asset the subject of any *security* at any time. We debit the cost of the valuation report from your *account*.
- 33.3 If as a result of the further valuation report, we consider that the *security* is inadequate, you must provide us with further *security* in form and substance we specify.

任何金額抵消，或就該欠款附加抵押留置權。本行可出售或交易閣下的相關資產以抵償閣下對本行的欠款，而不另行通知。

增加抵押

- 32.3 除本行可能要求的任何其他抵押外，閣下須應本行要求採取任何行動（例如取得同意、簽署及交付文件，以及安排填妥及簽署文件），以：
- 就日後閣下任何戶口的任何欠款結餘及閣下可能欠負本行的任何其他款項，向本行提供更多或更有效的抵押；及
 - 讓本行對閣下的資產行使本行權利。

不得交易

- 32.4 對於抵押所涉的任何資產，閣下不得未經本行同意而設立或允許存在任何抵押權益或以其他形式交易。

抵押的更改

- 32.5 如閣下欲就某項產品提供額外或替代抵押（例如閣下打算搬家但希望保留任何本行向閣下提供的貸款），請與本行聯絡。如本行同意閣下的要求，本行會指定有關條款。例如，替代抵押須以經本行批核的格式及內容而作出，而閣下亦須支付所有適用的費用及開支。

確定抵押提供者履行條件

- 32.6 閣下必須確定每位抵押提供者均會履行在他們向本行提供的抵押下他們的責任。

抵押在解除前一直有效

- 32.7 任何抵押一直有效，直至本行將其解除為止。

委任為代表

- 32.8 閣下不可撤銷地委任本行及本行指定的任何其他人士作為閣下的代表，就本行認為完善及強制執行任何抵押（包括處理抵押所涉的任何資產）所需而簽立文件及採取其他行動。

33 估值

- 33.1 閣下必須在本行要求時，安排、支付並向本行提供任何抵押所涉的任何資產的估值報告。任何估值報告必須符合本行規定的任何要求。本行亦可自行安排估值報告，費用由閣下負責。
- 33.2 本行或會於任何時間安排關於任何抵押項下任何資產進一步的估值報告。本行會於閣下的戶口扣除取得估值報告的開支。
- 33.3 如本行因進一步的估值報告而認為抵押不足，閣下必須向本行以本行指定的格式及內容進一步提供抵押。

34 Insurance

Insurance you must maintain

- 34.1 For some *products*, we require insurance to be maintained, for example life insurance, insurance over any asset which is the subject of *security* or mortgage insurance. Any insurance policy must be with an insurer that we approve and for the risks that we specify. Alternatively, we may require you to pay for insurance we arrange.
- 34.2 Our interest must be noted on the insurance policy and you must ensure that any amount paid by the insurer under the policy is paid to us. If we ask, you must give us a copy of the policy.
- 34.3 You must comply with the terms of any insurance policy that we require in connection with a *product*.
- 34.4 If we permit you to make your own arrangements for insurance, you must pay us an administration fee and any *costs* we specify. You must provide us with the original insurance policy and the original receipt for the amount paid for the insurance.
- 34.5 If you have made arrangements with the insurer which allow us to cancel the insurance when you are in *default*, we may apply any amounts that are refunded by the insurer against any amount you owe us.

Optional insurance

- 34.6 Insurance policies may be offered to you in connection with a *product*. For example, if you use *electronic banking services* you may be offered fraud insurance. Also some *credit cards* offer insurance policies. The terms of any optional insurance policy should be read together with our banking agreement.

All insurance policies

- 34.7 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy and we debit those amounts from your *account*. The insurance cover will only take effect from the date we debit your *account*. If a claim is unsuccessful, you may not claim against us and we are not liable for any *loss* you incur.
- 34.8 You acknowledge that insurance proceeds may not cover all your *loss* and you are responsible for any shortfall.
- 34.9 We may accept any commission from an insurance company in connection with any insurances which we arrange.

Part J - General

35 General

Disclaimer

- 35.1 We do not represent or warrant that:-
- our services, including our *electronic banking services* will meet your requirements;
 - our *electronic banking services* will be uninterrupted, timely, secure or error-free;

34 保險

閣下所需的保險

- 34.1 對於部分產品，本行要求安排保險，例如人壽保險、抵押所涉的任何資產的保險或按揭保險。任何保單必須由本行認可的保險公司發出，對本行指定的風險提供保障。本行亦可要求閣下支付本行自行安排的保險。
- 34.2 本行的權益必須載於保單，而閣下必須確保保險公司根據保單作出的任何付款均付予本行。在本行要求時，閣下須向本行提供保單副本。
- 34.3 閣下須履行任何本行就某一產品而須的保單下的條款。
- 34.4 如本行批准閣下就保險自行安排，閣下須向本行支付行政費用及任何本行指定的開支。閣下須向本行提供保單正本以及就保險支付款項的收據正本。
- 34.5 如閣下與保險公司作出安排以使本行能於閣下違約時取消保險，則本行可用任何保險公司退還的金額支付閣下欠本行的任何金額。

附加保險

- 34.6 本行可能就某項產品向您提供保單保障。例如，倘若您使用電子理財服務，您可能被受欺詐保險保障。此外，若干信用卡亦提供保單保障。任何附加保單的條款應與本行銀行協議一併閱讀。

所有保單

- 34.7 倘若本行為閣下為受益人安排保險，閣下必須就有關保單支付保險公司要求的一切款項而本行會從閣下的戶口扣除該款項。保障只會於本行自閣下戶口扣除款項之日方始生效。保險申索如不成功，閣下亦不得向本行申索，而本行對於閣下蒙受的任何損失概不負責。
- 34.8 閣下確認，保險收益可能無法涵蓋閣下所有損失，閣下須自負任何差額。
- 34.9 本行可接受任何保險公司就本行安排的任何保險而付的佣金。

J 部 - 一般事項

35 一般事項

免責聲明

- 35.1 本行概不代表或保證：
- 本行的服務（包括本行的電子理財服務）滿足閣下需求；

- our *electronic banking services* are fit for a particular purpose, or does not infringe any third party proprietary rights; or
- any errors in the technology will be detected or corrected.

35.2 Our *electronic banking services* may allow you to visit or be directed to other third party websites. We are not responsible for the content of these third party websites. We shall not be responsible for any *loss* or damage you incur directly or indirectly in connection with your use of or access to these websites.

Exclusion of liability

35.3 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any *loss* you incur in connection with our banking agreement or services including *electronic banking services* (including in connection with the provision, access or use of any *product*, unavailability or improper functioning of an *electronic banking service*, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an *authorised person's* instructions or any unauthorised instructions, your *default*, termination of any of our banking agreement, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the *loss* arises for any reason and even if the *loss* was reasonably foreseeable or we had been advised of the possibility of the *loss*.

35.4 We are not responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third party service provider (whether or not appointed by us).

35.5 You shall indemnify us from all *loss* and damage which we may reasonably incur in connection with your improper use of our services including the *electronic banking services*.

We take no responsibility for your decisions

35.6 We are not responsible for any decision you make:

- to enter into our banking agreement;
- To access or use any *product* including through our *electronic banking services*;
- any features of any *product* (including the interest rate or any fees or costs payable under it).

While some employees are authorised to give you certain types of information about our *products*, neither our employees nor our agents have any authority to make representations or predictions or give any opinion about anything in connection with our banking agreement.

We are not liable for any *loss* if they act without authority. However, if you consider that any representation has been made to you that is not set out in our banking agreement, you need to give us details in writing so that we can clarify it.

If you, any *authorised person* or any *security provider* has any concerns about these things,

- 本行的電子理財服務將不受干擾、及時、安全或無誤；
- 本行的電子理財服務適於特定目的，或不侵犯任何第三方所有權；或
- 檢測或糾正任何技術錯誤。

35.2 本行的電子理財服務可允許閣下瀏覽或轉至其他第三方網站。本行不對該等第三方網站的內容負責。倘若閣下因使用或取用該等網站直接或間接引致任何損失或損害，本行概不負責。

責任豁免

35.3 除法律禁止本行排除或限制本行責任的情況下，本行對於閣下因本行銀行協議或服務（包括電子理財服務）而蒙受的任何損失概不負責（包括有關提供、連繫或使用任何產品、電子理財服務並無提供或功能失靈、任何電子支付轉賬的延誤或錯誤、根據本行銀行協議向閣下提供資金時出現延誤、失實陳述、閣下或授權人士的指示或任何未經授權人士的指示、閣下的違約、任何本行銀行協議的終止、本行拒絕按任何指示行事，或本行任何其他作為或不作為的損失）。不論損失由於任何原因而產生，即使有關損失可合理預見或本行獲知會有關損失的可能性，本條仍然適用。

35.4 本行不對任何第三方的疏忽、作為或不作為負責，且本行不會捲入閣下與任何第三方服務供應商（不論是否由本行指定）之間的糾紛。

35.5 如因閣下使用本行服務（包括電子理財服務）不當而使本行合理引致的所有損失及損害，閣下須向本行作出彌償。

本行對閣下的決定概不負責

35.6 本行對於閣下在下列方面的任何決定概不負責：

- 訂立本行銀行協議；
- 連繫或使用任何產品（包括透過本行的電子理財服務）；
- 任何產品的任何特點（包括利率或據其應付的任何費用或開支）。

雖然部分僱員獲授權向閣下提供有關本行產品的若干資料，但本行僱員及本行的代理人概無權力就本行銀行協議的任何有關事宜作出聲明或預計或提供任何意見。

倘若上述人士超越權限行事，本行對任何損失概不負責。然而，倘若閣下認為所獲作出的任何聲明並無載於本行銀行協議，則需要向本行提供書面詳情，以便本行釐清。

倘若閣下、任何授權人士或任何抵押提供者對於前述事宜、本行銀行協議條款或任何抵押有

the terms of our banking agreement or any *security*, we recommend you or they get help from an independent financial adviser or lawyer.

Intellectual Property Rights

- 35.7 We own all contents of our services. You may not copy, distribute or publish such content without our permission.
- 35.8 We or other third parties own all the marks and logos used in connection with services. You may not use such marks and logos without our permission.
- 35.9 You grant us a free worldwide licence to use any information or material you submit through our services for any purpose unless restricted by law.
- 35.10 We are not required to keep confidential any information or materials submitted by you through our services unless we agree to do so in a separate contract between you and us or required by law.

Hyperlinked sites

- 35.11 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for any *loss* you incur in connection with those hyperlinked sites.

Circumstances beyond our control

- 35.12 We are not liable for any *loss* you incur in connection with our inability or delay in receiving or executing instructions or unavailability of funds or any *product* due to any *circumstances beyond our control*.
- 35.13 If any *circumstances beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

Further steps

- 35.14 You must do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):
- to bind you and any other person intended to be bound by our banking agreement;
 - to show whether you are complying with our banking agreement; and
 - to confirm anything done by us in the proper exercise of our rights under our banking agreement.

Prompt performance

- 35.15 If our banking agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

Time of the essence

- 35.16 Time is of the essence in respect of your obligations to pay any money.

We may act if you fail to do so

- 35.17 We may do anything which you should have done under our banking agreement but which you have either not done or in our opinion have

any疑慮，本行建議應向獨立財務顧問或律師尋求協助。

知識產權

- 35.7 本行服務的所有內容均歸本行所有。未經本行許可，閣下不得複製、分發或發佈相關內容。
- 35.8 就服務使用的所有商標和標識均歸本行或其他第三方所有。未經本行許可，閣下不得使用相關商標和標識。
- 35.9 閣下授予本行免費及全球性許可使用閣下提交之任何資料以收受本行服務為目的（法律限制除外）。
- 35.10 本行無需將閣下透過本行服務提交的任何資訊或資料保密，除非本行在本行與閣下單獨訂立的合約中同意如此行事或法律作此要求。

連結網站

- 35.11 本行對於本行網站所連結的任何網站概不負責、亦不認可，並且概不就此作出任何聲明或保證。本行對於閣下因有關連結網站而蒙受的任何損失概不負責。

本行控制範圍以外情況

- 35.12 對於因任何本行控制範圍以外情況導致本行無法或延誤接收或執行指示或無法提供資金或任何產品，從而令閣下蒙受的任何損失，本行概不負責。
- 35.13 倘若發生任何本行控制範圍以外情況，本行可對閣下的戶口採取本行認為適當的任何行動。

其他行動

- 35.14 閣下須應本行要求採取任何行動（例如取得同意、簽署及出具文件，以及安排填妥及簽署文件），以：
- 約束閣下及擬受到本行銀行協議約束的任何其他人士；
 - 證明閣下有否遵守本行銀行協議；及
 - 確認本行正當行使於本行銀行協議下權利所採取的任何行動。

按時履行

- 35.15 倘若本行銀行協議有規定閣下必須履行某項義務的時限，閣下必須在指定時間前履行。閣下須及時履行所有其他義務。

時間因素至關重要

- 35.16 對於閣下的任何付款義務而言，時間因素至關重要。

not done properly. If we do so, you must pay our costs when we ask.

Waiver

35.18 A provision of our banking agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

Variation of our banking agreement

35.19 You acknowledge that various features of a *product* may be changed from time to time, including the fees and interest rates, the basis for calculating interest rates and the margin with prior notice to you. However, we may also vary any of the other terms of our banking agreement by notice to you in accordance with our usual practice and in accordance with any applicable law. The *product terms* may set out specific steps we must follow to effect a variation.

Additional services

35.20 From time to time we offer incentive programmes or value added services in connection with a *product* offered by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

Our Advertising

35.21 We may advertise our own *products* and services in any manner, including through the *electronic banking services*, where such advertisement is consistent with any personal data protection laws.

How we may exercise our rights

35.22 We may exercise a right or remedy, give or refuse our consent or *approval* in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

35.23 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

35.24 Except for a waiver or variation in accordance with clause 35.18 or 35.19, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.

35.25 We are not liable for any *loss* caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

35.26 Our rights and remedies under our banking agreement and any *security*:

- are in addition to other rights and remedies given by law independently of our banking agreement or the *security* (including any general or banker's lien which any member of the *Standard Chartered Group* may have at

本行可作出閣下並沒作出的事宜

35.17 本行可執行在本行銀行協議下，閣下應該作出但並無作出或本行認為沒有適當地作出的事宜。如本行作出該等事宜，閣下須應本行要求支付本行的開支。

豁免

35.18 本行銀行協議的個別條款或據其設立的權利概不可豁免，除非經受其約束之人士書面簽署放棄，並且只就列明之目的生效。

本行銀行協議的修訂

35.19 閣下承認個別產品的費用及利率、利率及差額的計算基準等多項特點可不時更改，而毋須預先通知。

額外服務

35.20 本行可不時就本行或第三方提供的產品提供獎勵計劃或增值服務。本行可隨時更改或撤回有關計劃或服務。本行不擔保或保證有關計劃或服務的質素，而且如果由第三方提供的話，該計劃或服務將受限於該第三方的條款（包括該第三方的私隱政策）。閣下如欲索取有關計劃或服務條款的更多資料，請與本行聯絡。

本行的廣告

35.21 本行可以任何方式對本行的產品及服務發放廣告（包括透過電子理財服務），且該廣告與任何個人資料保護法律皆相符。

本行可如何行使權利

35.22 本行可按本行認為適當的任何形式就本行銀行協議行使權利或補救、給予或拒絕給予同意或批准，包括設立條件。本行不需就本行作出的任何決定向閣下解釋理由。

35.23 即使本行並無全面或於指定時間行使某項權利或補救，本行仍可於其後行使。

35.24 除根據第35.18條或第35.19條作出豁免或修訂外，本行的任何行為概不暫停、影響或防礙本行行使本行銀行協議下的權利。

35.25 本行對於行使或嘗試行使、並無行使或延誤行使權利或補救而引致的任何損失概不負責（不論是是否由於本行疏忽而引致）。

35.26 本行在本行銀行協議下的權利和補救及任何抵押：

- 均附加於法律所賦予的其他權利及補救，獨立於本行銀行協議或抵押（包括渣打集團任何成員可能依法享有的任何一般或銀行留置權）以外；

law);

- do not merge with and are not adversely affected by any other *security* and may be executed independently or together with any rights or remedies including under any other *security*;
- may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement, judgment or any thing which might otherwise affect them at law including:
 - us varying our banking agreement such as by providing you with additional *products* or replacing existing *products* or withdrawing, suspending, terminating your existing electronic access to our *products* or granting you electronic access to additional *products*;
 - you opening an *account*;
 - an *account* not being active;
 - us releasing you or a *security provider* or giving them a concession, such as more time to pay;
 - the fact that we release or lose the benefit of any *security*;
 - the death, mental or physical disability or *insolvency* of any person (including you or a *security provider*).

35.27 Our rights and remedies under our banking agreement may be exercised by any of our authorised employees or any other persons we authorise.

Complying with orders and directives

35.28 If we are served or issued with any of the following:

- court orders;
- directives issued under law, regulators, authorities or agreements with any regulator or any authority,

we will act in accordance with them and you must not commence proceedings against us in relation to our actions.

Consents

35.29 You must comply with all conditions in any consent or *approval* we give in connection with our banking agreement.

Conflicting claims

35.30 If we consider any funds in any *account* may be subject to conflicting claims, we may take action (including getting legal advice or taking legal proceedings) to determine the matter. We may act in accordance with any determination and we are not liable to you for any *loss* you incur.

Indemnities

35.31 The indemnities in our banking agreement are continuing obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before

- 概不與任何其他**抵押**合併，亦不受其不利影響，可獨立執行或與任何權利或補救（包括任何其他**抵押**下的權利或補救）一併執行；
- 即使涉及職責衝突或本行對有關行使享有人權益仍可行使；並且
- 概不受到任何根據法律原應對其有影響的任何付款、結算、判決或任何事宜所影響，包括：
 - 本行修訂本行銀行協議，例如向閣下提供更多**產品**或取代現有**產品**或撤銷、暫停、終止閣下對本行**產品**現有的電子取用權，或授予閣下對其他**產品**的電子取用權；
 - 閣下開立**戶口**；
 - **戶口**並無活動；
 - 本行對閣下或**抵押提供者**的解除責任或給予讓步，例如寬限付款時間；
 - 本行解除任何**抵押**或失去有關利益；
 - 任何人士（包括閣下或**抵押提供者**）身故、精神或身體殘障或無力償債。

35.27 本行在本行銀行協議下的權利及補救可由本行任何授權僱員或本行授權的任何其他人士行使。

遵守指令

35.28 倘若本行接獲或發出以下任何一項：

- 法院指令；
- 法例發出的指令，監管人，機構或與任何監管人或任何機構訂下之協議，

本行將會遵從上述人士行事，而閣下不得因本行採取的行動對本行提出訴訟。

同意

35.29 閣下必須遵守本行就本行銀行協議給予同意或批准時附帶的所有條件。

衝突申索

35.30 倘若本行認為任何**戶口**的任何資金可能涉及有衝突的申索，則可採取行動（包括徵詢法律意見或提出法律訴訟）對有關事宜作出決定。本行可根據任何決定行事，而對於閣下因而蒙受的任何**損失**概不負責。

彌償保證

35.31 本行銀行協議規定的彌償保證屬持續義務，獨立於閣下就此承擔的其他義務。本行毋須先產生**開支**或作出付款，方就本行銀行協議強制執行某項彌償權利。

enforcing a right of indemnity in connection with our banking agreement.

Commissions

35.32 We may pay or receive a fee or commission to or from a third party if you are introduced to us or by us (if required by law, after you have consented to the introduction).

Outsourcing

35.33 We may employ independent contractors and agents (including correspondents) to perform any of our obligations under our banking agreement or provide a *product* on terms we consider appropriate.

Dealings

35.34 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.

35.35 We may assign or otherwise deal with our rights under our banking agreement (including any particular *product* or *account*) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right of set off or other rights you have against us. If we ask, you must execute and give us or any other person we specify any document we reasonably require for this purpose.

No breach

35.36 Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law, regulation or requirement of any authority.

We act on business days

35.37 We only act on certain instructions or provide a *product* on a business day. If we are required to do anything on a non-business day, we may do it on the next following business day.

Opening further accounts

35.38 We may open an *account* to administer any transactions for any *product*. This may include opening a new *account* for an existing *product* and allocating a new *account* number.

Severability

35.39 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:

- a provision of our banking agreement illegal, void or unenforceable; or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,

then the law overrides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).

佣金

35.32 倘若閣下獲轉介予本公司或本公司將閣下轉介他人（在法例規定的情況下，先經閣下同意轉介），本公司可向有關第三方支付或收取費用或佣金。

外判

35.33 本行可按本行認為適當的條款，聘請獨立承辦商及代理人（包括客戶）履行本行於本行銀行協議下的義務或提供產品。

交易

35.34 未經本行事先同意，閣下不得向他人指讓或轉讓閣下在本行銀行協議下的權利和義務。

35.35 本行可按本行認為適當的任何方式指讓或以其他形式處理本行於本行銀行協議下的權利（包括任何個別產品或戶口）。在此情況下，閣下不得對任何承讓人（或在本行銀行協議擁有利益的任何其他人士），以閣下對本行享有的任何抵銷權或其他權利而提出申索。在本行要求時，閣下必須簽署及向本行或本行指定的任何其他人士提供本行就此合理規定的任何文件。

並無違反

35.36 在本行合理認為應該或可能構成違反本行政策或任何有關法例或任何主管當局的規例或規定的情況下，本行銀行協議的任何內容概不規定本行採取或不採取任何行動。

本行於營業日行事

35.37 本行僅於營業日根據若干指示行事或提供產品，倘若本行在非營業日被要求執行任何行事，本行則將於緊接的下一營業日處理為荷。

開立更多戶口

35.38 本行可開立戶口管理任何產品的任何交易。這包括就現有產品開立新戶口，並分配新戶口號碼。

條款可予分割

35.39 倘若任何有關法例與本行銀行協議不符而可導致：

- 本行銀行協議的條文違法、無效或不可強制執行；或
- 本行銀行協議的條文違反有關法例規定或產生有關法例所禁止的義務或責任，

則在不相符的情況下，有關法例凌駕於本行銀行協議，而本行銀行協議須視為有關條文作出符合有關法例而避免有關影響的必要修訂（或在必要情況下忽略）而理解。

倘若本行銀行協議的任何條款在個別司法管轄

If any term of our banking agreement is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case requires) only for that jurisdiction. All other terms continue to have effect in that jurisdiction.

35.40 If any one or part of the terms of this Client Terms is legally in any way, this will not affect the validity of the remaining terms.

35.41 We believe that the terms of this Client Terms are reasonable. If any one or part of them proves to be not legally valid because it is unreasonable or for any other reason, we are entitled to treat that term as changed in a way that makes it reasonable and valid. If one of the terms of this Client Terms is unenforceable against one of the clients agreeing to this Client Terms, this will not in any way affect the enforceability of that term against the other clients e.g. the other joint account holder.

Third party rights

35.42 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the *Standard Chartered Group* may enforce any rights or benefits in our banking agreement;
- a member of the *Standard Chartered Group* may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

Change in constitution

35.43 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. You must also ensure that each *security provider* does not do so without our consent. All *securities*, agreements, obligations given or undertaken by you or a *security provider* remain valid and binding despite any change in our, your or a *security provider's* constitution by amalgamation, consolidation, reconstruction, death, retirement admission or any new partner or otherwise.

Anti-money laundering and counter terrorism financing

35.44 In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the *Standard Chartered Group* and any authority, regulator, or enforcement agency, policies, (including *Standard Chartered Group's* policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator,

區無效、不可強制執行或違法，則有關條款僅就有關司法管轄區而言視為被修訂或刪除（視乎必要情況而定）。所有其他條款在該司法管轄區保持有效。

35.40 倘若本客戶條款任何一條或部分在任何方面變為不合法，則餘下條款的有效性不受影響。

35.41 本行認為本客戶條款之規定均屬合理。倘其任何一條或部分因不合理或出於任何其他理由而被證實的法律上無效，本行有權以使其合理及有效的更改方式處理該條款。倘若本客戶條款中的一條對認可該客戶條款的客戶之一不可強制執行，則該條款對其他客戶（例如其他聯名戶口持有人）的可強制執行性概不在任何方面受影響。

第三方權利

35.42 本行銀行協議並不設立或賦予可由任何非訂約方人士強制執行的任何權利或利益，惟以下情況除外：

- *渣打集團*成員可強制執行本行銀行協議下的任何權利或利益；
- *渣打集團*成員可強制執行任何彌償保證、本行銀行協議所訂責任限制或豁免的權利或利益；及
- 本行銀行協議權利或利益的獲允繼任人或承讓人可強制執行有關權利或利益。

本行銀行協議訂約方修訂或撤銷本行銀行協議，概不需經本條所述人士同意（不論是否修訂或消除有關第三方所享的權利或利益）。

組成變動

35.43 閣下不可在沒有本行同意的情況下，以合併、綜合、重組、接納新合夥人或其他方式改變閣下的組成。閣下亦須確定*抵押提供者*不會在沒有本行同意的情況下改變組成。無論本行、閣下或*抵押提供者*的組成因合併、綜合、重組、身故、退休或其他原因而出現任何變動，閣下或*抵押提供者*所提供或承擔的所有抵押、協定和義務一律保持效力及約束力。

反洗黑錢及反恐主義融資

35.44 為符合本地或外國法律、法規、自律性守則、指令、判決或法庭命令、*渣打集團*任何成員之間的協議，以及任何主管當局、監管機構或執法機關的政策（包括*渣打集團*的政策）、良好實踐、政府制裁或禁運、金融交易法例的呈報規定及任何主管當局、監管機構、仲裁機構、執法機關以及交易所的要求或請求，*渣打集團*可能：

- 被禁止訂立或進行涉及若干人士或實體（例

tribunal, enforcement agency, exchange body, the *Standard Chartered Group* may:

- be prohibited from entering or concluding transactions involving certain persons or entities (e.g. person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country); or
- (without limitation to clauses 9 and 26) report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the *Standard Chartered Group* may need or decide to disclose.
- required to report suspicious transactions to an authority. Transactions impacted include those that may:
 - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
 - involve persons or entities which may be the subject of sanctions.

35.45 A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment. Payment screening may cause a delay in processing certain information.

35.46 Any member of the *Standard Chartered Group* may take any action it believes to be necessary to comply, or in connection, with the matters set out in clause.

35.47 No member of the *Standard Chartered Group* is liable for any loss arising out of any action taken or any delay or failure by us, or a member of the *Standard Chartered Group*, in exercising any of its rights or performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

Reports

35.48 Any report we obtain from any valuer or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

35.49 If there is any dispute in connection with our banking agreement, our decision is conclusive and binding unless there is a manifest error.

Our decision is conclusive

35.50 If there is any dispute in connection with our banking agreement, our decision is conclusive and binding unless there is a manifest error.

如本身受制裁的人士或實體，或與被本行經營業務所在的任何司法管轄區的任何監管機構或任何超國家組織、官方機構（包括但不限於英國財政部、聯合國、歐盟或任何國家）施加的經濟和貿易制裁的任何人士或實體（直接或間接）有關或開展交易）的交易；或

- (在不限制第9和第26條的前提下)，被要求向渣打集團可能需要或決定向其披露的任何司法管轄區的主管當局舉報可疑交易或潛在違反制裁的情形。
- 被要求向主管當局舉報可疑交易。受影響交易包括可能：
 - 涉及向牽涉或懷疑牽涉恐怖主義或任何恐怖活動的人士提供融資；
 - 涉及實際或意圖逃稅的調查、對任何人士觸犯任何有關法例的調查或起訴；或
 - 涉及被禁人士或實體。

35.45 渣打集團成員可以攔截及調查閣下或代表閣下收發的任何付款訊息及其他資料或通訊、凍結或拒絕任何付款。付款審查或會導致處理若干訊息出現延遲。

35.46 渣打集團任何成員均可為遵從本條所載事項或就本條所載事項採取其認為屬必要的任何行動。

35.47 對於因本行或渣打集團成員行使其任何權利或履行全部或部分就上述任何程序而產生的職責或其他義務時採取的任何行動或任何延誤或缺失所引致的任何損失，渣打集團各成員概不負責。

報告

35.48 任何本行從任何估價師或顧問取得的報告只作本行之用。就算本行向閣下提供報告，閣下亦不能以該報告作依據。如報告有誤，閣下亦不能向本行、估價師或顧問提出申索。

35.49 倘若本行的銀行協議產生任何爭議，本行的決定將是最終及具約束力的決定，除非有明顯錯誤。

本行的決定具決定性

35.50 如有任何關於本行銀行協議的爭議，則除存在明顯錯誤外，本行的決定具決定性及約束力。

一式多份

35.51 本行銀行協議可簽署多份，各由一名或多名訂約方簽署，而各簽署本合共構成一份文件。

Counterparts

35.51 Our banking agreement may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

Governing law

35.52 Our banking agreement is governed by the laws of Hong Kong.

35.53 Your use of our *electronic banking services* is through the internet *service provider*, network server or such other equivalent system in the country from where such service is accessed by you, and to this extent, such access by you will also be subject to the relevant laws of that country and any terms prescribed by such internet *service provider*, network provider, server or such other equivalent system.

Jurisdiction

35.54 The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the extent allowed by law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of Hong Kong.

Serving documents

35.55 Without preventing any other method of service, any document in a court action may be served on a party by being posted, delivered to or left at that party's address last notified.

Part K - What to do if you have a complaint

36 What to do if you have a complaint

We aim to provide excellent client service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. For assistance please contact us.

Part L - Meaning of words

37 Meaning of words

You also need to refer to the *product terms* which also define key words specifically applicable to the *product*. If a word defined in these Client Terms is also defined in any *product terms*, the definition in the *product terms* applies for the purposes of the applicable *product*.

account means, for a *product*, the *account* opened and maintained by us for you in respect of it.

application means, for a *product*, a Standard Chartered Bank *application* form or a similar document signed or submitted by you together with all related forms and consents signed or agreed to by you in connection with your *application* for the *product* or your request to access the *product* through our *electronic banking services*.

approval means, for a *product*, our confirmation to you that use of the *product* is approved by us or you

管轄法律

35.52 本行銀行協議受香港法律管轄。

35.53 閣下是透過閣下連繫相關服務所在國的互聯網服務提供商、網路伺服器或相關其他同等系統使用本行的電子理財服務，就此而言，閣下的相關取用亦須遵守相關國的相關法律以及相關互聯網服務提供商、網絡提供商、伺服器或相關其他同等系統規定的任何條款。

司法管轄權

35.54 各訂約方接受香港法院的非專屬司法管轄。本行可於閣下擁有資產的任何其他司法管轄區法院採取強制執行行動及展開訴訟。在法律允許的情況下，本行可同時於任何數目的司法管轄區展開訴訟。閣下僅可於香港法院提出訴訟。

送呈文件

35.55 在不影響任何其他送呈方法的前提下，任何法院訴訟文件必須郵寄、送交或送至接收方最後知會的地址，方為送達。

K 部 - 如有投訴應如何提出

36 如有投訴應如何提出

本行致力提供卓越的客戶服務。閣下如認為本行服務有不足之處，謹請相告，以便本行尋求改善之法。此外，閣下向本行指出不足之處，亦有助本行日後向閣下提供更佳的服務。如需協助，請與本行聯絡。

L 部 - 詞語涵義

37 詞語涵義

謹請閣下同時參閱載有特別適用於相關產品的關鍵詞定義的*產品條款*。本條款如有界定在任何*產品條款*中已定義的詞語，則*產品條款*所載定義適用於有關產品。

戶口（就某項產品而言）指本行為閣下開立及維持的戶口。

申請（就某項產品而言）指經閣下簽署或提交的渣打銀行申請表及所有相關表格或類似文件，以及閣下就申請該產品或申請透過本行的電子理財服務連繫相關產品而簽署的同意書。

批核（就某項產品而言）指本行向閣下確認本行批准閣下使用該產品，或閣下已獲批以任何方式（包括透

have been approved to access or use the product in any manner including through our *electronic banking services*.

ATM means automatic teller machine. It includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

ATM card means the *card* or other device through which you may access an *account* by an *ATM*, together with the relevant *PIN/password*.

authorised person means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any *product*. It includes a *cardholder* or any other person given a *security code* to allow them to give instructions.

balance owing means, for a particular *account*, at any time, the difference between all amounts credited and all amounts debited to you in connection with that *account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

Base currency means, for a *product*:

- in the case of a loan, the currency in which the limit is expressed; or
- in any other case, the currency of the place where the *product* is provided to you.

card means an *ATM card*, a *debit card*, a *credit card*, a *prepaid card* or a *revolving card* or all of them, as the context requires.

card association means Visa International, Mastercard International or any other *card association*.

cardholder means, for an *account*, each person to whom we issue a *card* on the *account*.

credit card means a *credit card* with the branding of a *card association* issued by us to you, or an *authorised person*, in accordance with *credit card product terms* and includes a *smart card*.

circumstances beyond our control means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

consolidated statement means a single statement setting out details (including the *balance owing*) of all *accounts*.

costs includes costs, charges and expenses, including those in connection with legal advisers.

credit card means a *credit card* with the branding of a *card association* issued by us on an *account* in accordance with *credit card product terms*.

debit card means the *card* or other device issued by us to you, with which you may make payments by direct debit from an *account*. A *debit card* may also be an *ATM card*.

default means any of the events described or referred to in clause 27.3(Termination by us);

default rate means, for a *product*, the rate of interest we charge from time to time on overdue amounts for

過本行的電子理財服務) 連繫或使用相關產品。

ATM 指自動櫃員機。其包括容許提取現金及接受現金或支票存款的任何機器或裝置。

提款卡 指閣下通過自動櫃員機操作戶口時與有關私人密碼/密碼一併使用的卡產品或其他裝置。

授權人士 指閣下授權(單獨或共同)而本行批准可操作戶口及代表閣下發出指示、根據本行銀行協議採取任何其他行動或使用任何產品的任何人士,包括持卡人或獲發保安密碼以使其發出指示的任何其他人士。

欠款結餘(就個別戶口而言)指在任何時間對閣下有關於戶口的入賬總額與扣賬總額之差額。此數額在一天結束時計算,包括當天的所有出入賬數據。

基礎貨幣(就某項產品而言)指:

- 表示限額的貨幣(就貸款而言);或
- 產品提供地的貨幣(就任何其他情況而言)。

卡產品 指提款卡、借記卡、信用卡或循環貸款卡,或其統稱,視乎文義而定。

信用卡協會 指 Visa International、MasterCard International 或任何其他信用卡協會。

持卡人(就某戶口而言)指本行就該戶口向其發出卡產品的各名人士。

信用卡 指本行根據信用卡產品條款向閣下或授權人士發出的附有信用卡協會標誌的信用卡,包括智能信用卡。

本行控制範圍以外情況 指本行合理控制範圍以外的情況,包括自然現象、主管當局採取的措施或施行的政策、市場或交易環境轉壞、第三方的缺失、通訊或電腦設施故障以及民眾騷亂。

綜合月結單 指載列所有戶口詳情(包括欠款結餘)的單獨月結單。

開支 指包括開支、收費及支出,包括有關於法律諮詢的。

信用卡 指本行就戶口,根據信用卡產品條款而發出的,有信用卡協會標記的信用卡。

借記卡 指本行發給閣下的卡產品或其他裝置,可供閣下用於付款,直接從賬戶扣賬。借記卡也可以是提款卡。

違約 指第27.3條(本行提出終止)所述或所載的任何事件。

拖欠利率(就某項產品而言)指本行不時就該產品有關的拖欠款項徵收的利率(高於一般利率)。

the *product* (which is higher than the usual interest rate).

electronic alerts means an *electronic banking service* provided by *SMS* or email by which we send you *SMS* or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

electronic banking services means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment*.

electronic banking software means any software we supply to you or which you are required to download for the purpose of accessing the *electronic banking services*.

electronic equipment means any *electronic equipment* including an electronic terminal (for example, a *merchant terminal* or *ATM*), computer, cash deposit machine, television, fax machine, telephone and mobile telephone.

eStatement means statements sent to or accessed by you by electronic means.

Existing Terms means the Client Terms.

fund transfer services means the services provided by us which enable you to transfer funds from the *source account* to another *account* under the *electronic banking services*.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

insolvency or **insolvent** means for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, winding up or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of that person or any of your assets;
- expropriation, compulsory acquisition or resumption of any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any *security interest* over their assets; or
- any thing have a substantially similar effect to any of these things happening in any jurisdiction.

letter of offer means, for a *product*, any *letter of offer* or similar document from us offering to provide you with the *product*.

linked account means an *account* which is linked to a *card*.

loss includes any *loss*, damage, demand, claims, liabilities and costs of any kind.

merchant means a merchant at whose outlets we have authorised the use of *cards*.

mobile app means our mobile *application* installed on your mobile or communications device and through which you provide instructions to us and access *mobile banking*.

mobile banking means the facility provided by us which allows you access to your *account(s)*, conduct

電子提示 指本行提供並為閣下選用的，以短訊或電郵方式提供的電子理財服務；本行會透過向閣下發出的短訊或電郵訊息就某項交易提示閣下或向閣下提供財務資料。

電子理財服務 指本行提供的服務，讓閣下或授權人士通過電子設備從本行取得資料或向本行發出指示。

電子理財服務軟件 指本行向閣下提供或閣下為取用電子理財服務而需下載的任何軟件。

電子設備 指包括電子終端機（例如商戶終端機或自動櫃員機）、電腦、現金存款機、電視機、傳真機、電話及手提電話在內的任何電子設備。

電子月結單 指以電子形式寄予閣下或由閣下取閱的月結單。

現有條款 指客戶條款。

轉賬服務 指本行提供的服務，讓閣下以電子理財服務將資金從來源戶口轉至另一戶口。

香港 指中華人民共和國香港特別行政區。

無力償債（就某人士而言）指有關下列情況的任何企業行動、法律程序或其他行動的發生：

- 暫停付款、延期償付債務、破產、清盤或與債權人達成和解或安排；
- 就該有關人士或閣下的任何資產委任接管人、破產管理人；
- 沒收、強制收購或收回有關人士的任何資產；
- 影響有關人士的任何資產的扣押令、暫押令、扣押或執行，或對其資產執行強制執行抵押權益；或
- 任何司法管轄區發生的與上述影響大致相若的任何事宜。

要約書（就某項產品而言）指本行發出的任何要約書或類似文件，以向閣下作出產品提供的建議。

關連戶口 指與卡產品關連的戶口。

損失 包括任何類型損失、損害、要求、申索、責任及開支。

商戶 指本行授權其店舖使用卡產品的商戶。

流動應用程式 指閣下手提電話或通訊裝置中安裝且閣下藉其向本行發出指示及連繫流動電話銀行服務的本行流動應用程式。

流動電話銀行服務 指本行為閣下取用閣下戶口、進行交易及訂購透過流動應用程式，在閣下手提電話或通訊裝置上，可能提供的相關其他產品與服務而提供的

transactions and subscribe to such other *products* and services as may be provided on your mobile or communications device via the *mobile app*.

mobile banking user ID is the personal identification you use to log in to carry out *mobile banking* via the *mobile app* that you have downloaded on your mobile or communications device.

mobile phone number means the mobile phone number specified by you on our *ATM*, our website, through the call centre or in writing either through any form provided by us or for using our *electronic banking services*.

nominated account means an *account* opened and maintained by us which you and we have agreed is to be the *account* used for the purposes of transactions in connection with a *product*.

One time password means a uniquely randomly generated one time password that is required to access certain facilities that are part of our *electronic banking services* which we will provide to you using your *mobile phone number* that has been registered with us or via *security token* or such other agreed method.

online banking means the *electronic banking services* provided by the internet.

online telegraphic transfer means an instruction given by you or an *authorised person* by the *electronic banking services* for an international funds transfer.

other arrangement with us means:

- each *security*; and
- each other arrangement (including an agreement or a *security interest*) under which you or any *security provider* has or could in the future have obligations to us or any member of the *Standard Chartered Group*. It does not include any banking agreement.

a person (including you) includes that person's executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons and the joint accountholder where applicable;

PIN/password means the personal identification. It includes the Tele-electronic Identification Number ("TIN") issued to you for use with telephone banking and other elements of the Service and/or the secret password you choose for the electronic banking service (or, in each case, any replacement secret password that you choose).

point of sale banking means use of a *card* by you or an *authorised person* at a *merchant's* terminal (for example, ePOS, EPS, NETS).

preferences means the customised preferences that are required to be set by you with us which shall enable us to send you *electronic alerts* with respect to our *electronic banking services*.

prepaid card means a stored value reloadable card with a *card logo* issued to you by us.

product means each facility, product or other service we may from time to time make available to you under the respective banking agreements that you have with us. It includes any component comprising the product including an *account*.

product brochure means, for a *product*, a brochure

設備。

流動電話銀行服務用戶ID 指閣下透過閣下手提電話或通訊裝置下載的流動應用程式登入啟動流動電話銀行服務的個人鑑別密碼。

手提電話號碼 指閣下在本行自動櫃員機及本行網站上透過電話熱線或本行提供的任何表格或就使用本行電子理財服務而書面指定的手提電話號碼。

指定戶口 指閣下與本行同意為某產品有關交易而採用的一個本行開立及維持的戶口。

單次密碼 指隨機產生的一次性獨有密碼，以連繫本行電子理財服務內的若干設施，本行將使用閣下在本行登記的**手提電話號碼**或透過編碼器或雙方同意的方法提供單次密碼。

網上理財 指透過互聯網提供的電子理財服務。

網上電匯 指閣下或授權人士以電子理財服務作出的國際電匯指示。

與本行的其他安排 指：

- 各項抵押；及
- 閣下或任何抵押提供者在其下已經或日後可能對本行或渣打集團任何成員負有債務的各個其他安排（包括協議或抵押權益）。其不包括任何銀行協議。

任何人士（包括閣下） 均包括其遺囑執行人、遺產管理人、繼任人、替任人（包括約務更替人）及承讓人，而本行銀行協議對前述人士及聯名戶口持有人（如適用）均具約束力；

私人密碼／密碼 個人鑑別密碼。其包括為使用電話銀行及該服務其他元件而向閣下發佈的電子理財私人密碼（「TIN」）及／或閣下為電子理財服務自選的密碼（或者閣下在上述每種情況下自選的任何替代密碼）。

銷售點理財 指閣下或授權人士於商戶終端機（例如 ePOS、EPS、NETS）使用**卡產品**。

喜好設定 指閣下與本行設定的個人喜好設定，以便本行向閣下發送有關本行電子理財服務的電子提示。

預付卡 指本行向閣下發出的附有卡產品標誌的可增值儲值卡。

產品 指本行不時根據閣下與本行訂立的相關銀行協議向閣下提供的各項設施、**產品**或其他服務。其包括**產品**的組成部分（包括**戶口**）。

產品手冊（就某項**產品**而言）指說明該**產品**特點的手冊或重要資料文件。該手冊或文件未必稱為「**產品手冊**」。

or an important information document describing the features of the *product*. The brochure or document may not necessarily be called a 'product brochure'.

product terms means, for a *product*, the specific terms and conditions that apply to it, in addition to these Client Terms. These are available to you at our branches and our website and may include a *product brochure*.

revolving card means a *card* we issue in connection with a *revolving loan*.

revolving loan means the outstanding principal amount of a loan made under Part B of the *product terms* for Personal Loan and Personal Line of Credit/Overdraft.

security means any *security interest* granted to us in connection with our banking agreement. It includes any *security interest* given under Part I (Security).

security code means all confidential codes, user names, user identification codes, PIN/password, one time password and information or a physical device (for example, an *ATM card*, a *debit card*, *credit card*, *security token* or electronic key) that you or an authorised person must use to confirm your or their identity when you or they access an *account* using our services including our *electronic banking services*.

security interest means any *security* for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

security provider means each person who provides *security*.

security token means any *security device* issues and designated by us as a means of identifying you or providing you with *security codes* to use our *electronic banking services*.

smart card means a *card* containing a computer device (commonly known as a computer microchip) which is designed to be capable of storing and processing information.

SMS means a Short Message Service using a mobile telephone.

SMS banking means the *electronic banking services* provided to you by *SMS*, by which you have access to *accounts*.

source account means the *account* designated by you, from which funds are to be used for a fund transfer under the *fund transfer services* or a payment under the bill payment services. The *source accounts* designated for separate transactions may be different *accounts*.

Standard Chartered Group means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

tariff sheet means, for a *product*, a document (which may not necessarily be called a 'tariff sheet') setting out some of the fees and costs that may apply to a *product*.

tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

we means each member of the *Standard Chartered*

產品條款 (就某項產品而言) 指除本客戶條款外適用於該產品的特定條款及細則, 可於本行分行及本行網址索取, 亦可載於**產品手冊**。

循環貸款卡 指本行就循環貸款發出的**卡產品**。

循環貸款 指根據私人貸款、私人透支服務/透支服務的**產品條款B部**所作貸款的未償還本金結餘。

抵押 指就本行銀行協議給予本行的任何**抵押權益**, 包括根據**部 (抵押)** 提供的任何**抵押權益**。

保安密碼 指閣下或授權人士使用本行服務 (包括本行的**電子理財服務**) 操作**戶口**時確定身分所必須的所有密碼、用戶名稱、用戶個人鑑別碼、私人密碼/密碼、一次性密碼及資訊或實體裝置 (例如提款卡、借記卡、信用卡、保安編碼器或電子鑰)。

抵押權益 指有關繳付款項或履行義務的任何**抵押**, 包括按揭、質押、押記、留置或保證及彌償保證。

抵押提供者 指提供**抵押**的人士。

保安編碼器 指本行為識別閣下身份或向閣下提供使用本行**電子理財服務**的保安密碼而指定的任何安全裝置。

智能信用卡 指載有專為儲存及處理訊息而設的電腦裝置 (通稱為電腦微晶片) 的**信用卡**。

短訊 指手提電話使用的**短訊服務**。

短訊理財 指以**短訊**形式向閣下提供的**電子理財服務**, 可讓閣下操作**戶口**。

來源戶口 指閣下所指定使用其中資金根據**轉賬服務**進行轉賬或根據繳付賬單服務進行付款的**戶口**。各項交易的指定**來源戶口**可以是不同的**戶口**。

渣打集團 泛指Standard Chartered PLC及其附屬公司及聯屬公司 (包括各分行或代表辦事處)。

收費表 (就某項產品而言) 指載列可能適用於某項產品的部分費用及開支的文件 (未必稱為「**收費表**」)。

稅項 指任何稅項、徵費、稅款、關稅或類似性質的其他收費或預扣稅 (包括因並無支付或延誤支付任何部分而應付的任何罰金或利息)。

本行 指申請或批核中所示向閣下提供**產品** (或其任何部分) 的**渣打集團**各成員及其繼任人及承讓人。

閣下 指申請中稱為「申請人」的人士, 如超過一名人士, 則分別及共同指各申請人。其亦指閣下、閣下的聯名**戶口**持有人及/或授權人士 (如適用)。

閣下的系統 指閣下擁有的、在連繫本行**電子理財服務**時使用的設備與軟件。

Group identified in the *application* or the *approval* as the person providing the *product* (or any component of the *product*) to you, and its successors and assigns.

you means the person named as the “applicant” in the *application*. If there is more than one, you means each person separately as well as every 2 or more of them jointly. It also refers to you, your joint *account* holder and/or an *authorised person*, where applicable.

your system means the equipment and software belonging to and used by you to access our *electronic banking services*.

The singular includes the plural and vice versa.

Headings in these Client Terms are for convenience only and do not affect their interpretation.

A reference to:

- “our banking agreement” means, for a *product* the agreement between you and us made up of the applicable documents set out in clause 1.3;
- a “business day” is a reference to a day when banks are open for general banking business in Hong Kong but does not include Saturdays, Sundays and public holidays, unless otherwise specified in the *product terms*;
- “person” includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
- a *person (including you)* includes that person’s executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons;
- “including”, “such as” or “for example” when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
- a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
- any thing includes any part of it.

單數用語包含複數涵義，反之亦然。

本客戶條款的標題僅供參考，概不影響其詮釋。

凡提及：

- 「本行銀行協議」均指(就某項產品而言)閣下與本行之間適用的協議，由第1.3條所載的文件組成；
- 「營業日」，除產品條款另有列明者外，均指香港的銀行開門進行一般銀行業務的日子，不包括星期六、星期日及公眾假期；
- 「人士」均包括個人、合夥、法團、非法團組織、政府、國家、國家機關及信託；
- 任何人士(包括閣下)均包括其遺囑執行人、遺產管理人、繼任人、替任人(包括約務更替人)及承讓人，而本行銀行協議對前述人士均具約束力；
- 「包括」、「例如」或「舉例而言」等字眼，如有舉例，有關字眼的涵義概不限制於有關例子或同類例子；
- 任何法例，均包括任何主管當局的所有規例、規則、官方指令、要求或指引(不論有否法律效力)；
- 任何文件，均包括其任何修訂或替代版本；而對載於文件內任何詳情的任何提及(例如，限制、費用、利率或還款安排)均為經修訂(根據本行銀行協議而作)或另行協議的詳情；及
- 任何事物，均包括其中任何部分。

Appendix 1 - Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance (“Ordinance”) and the Code of Practice on Consumer Credit Data

- (a) From time to time, it is necessary for *data subjects* to supply the Bank with data in connection with matters such as:-
- (I) (i) the opening or operation of *accounts*,
 - (ii) the establishment, maintenance, review or evaluation of facilities; and/or
 - (iii) the establishment or operation or provision of products or services offered by or through the Bank (which include banking, *cards*, financial, insurance, fiduciary, securities and/or investments products and services as well as products and services relating to these); (collectively, *Facilities, Products and Services*), and/or
 - (II) the receipt of supplies and services to the Bank.
- (b) Failure to supply such data may result in the Bank being unable to establish, maintain or provide *Facilities, Products and Services* to *data subjects*.
- (c) It is also the case that data are collected, directly or indirectly, by the Bank from *data subjects* transacting with or through the Bank in the ordinary course of the Bank’s business, including (without limitation) information received from third parties, the public domain, collected through use of the websites, cookies and electronic banking services of the *Standard Chartered Group*, and/or when *data subjects* write cheques or deposit money or effect transactions through *cards*, or otherwise carry out transactions as part of the Bank’s services. The Bank will also collect data relating to the customer from third parties, including third party service providers with whom the customer interacts in connection with the marketing of the Bank’s products and services and in connection with the customer’s application for the Bank’s products and services.
- (d) Data relating to a *data subject* may be used for any one or more of the following purposes:-
- (i) processing applications from the *data subject* (including assessing the merits and/or suitability of the *data subject*’s application(s)) for the establishment of *Facilities, Products and Services* offered by the Bank or any member of the *Standard Chartered Group*;
 - (ii) operating, maintaining, providing, reviewing and evaluating *Facilities, Products and Services* to the *data subject*, including to enable the Bank or any member of the *Standard Chartered Group* to fulfil any contract for *Facilities, Products and Services* that a *data subject* has requested and/or to understand the overall picture of the relationship of a *data subject* with the *Standard Chartered Group* by linking data in respect of all accounts such *data subject* is connected to;

附錄 1 - 關於《個人資料 (私隱) 條例》(「條例」) 及《個人信貸資料實務守則》致客戶及其他個別人士的通知

- (a) 資料當事人或須不時就下列事宜向本行提供有關資料：
- (I) (i) 開立或運作戶口，
 - (ii) 建立、維持、檢討或評估信貸融通；及/或
 - (iii) 建立或運作或提供由本行或透過本行供應的產品或服務(包括銀行、銀行卡、金融、保險、受信、證券及/或投資產品及服務以及與該等產品及服務相關的產品及服務)；(統稱信貸融通、產品及服務)，及/或
 - (II) 本行接受的物資及服務。
- (b) 若未能向本行提供該等資料，可能會導致本行無法建立、維持或向資料當事人提供信貸融通、產品及服務。
- (c) 資料當事人於本行日常業務過程中與或透過本行進行交易時，本行亦會直接或間接收集資料當事人的資料，包括(但不限於)從第三方、公共領域所取得、透過使用渣打集團的網站、小型文字檔案(Cookies)及電子銀行服務，及/或當資料當事人簽發支票或存款或透過銀行卡進行交易所收集的資料，或以其他方式進行交易作為本行服務的一部分。本行亦會從就本行供應的產品及服務向客戶作直接促銷或接收客戶申請本行供應的產品或服務的第三方服務供應商收集資料當事人的資料。
- (d) 資料當事人的資料可能用於以下任何一項或多項用途：
- (i) 處理資料當事人建立本行或渣打集團任何成員提供之信貸融通、產品及服務的申請(包括評估資料當事人申請的成功機會及/或合適性)；
 - (ii) 運作、維持、檢討、評估及向資料當事人提供信貸融通、產品及服務，包括讓本行或渣打集團任何成員能夠履行資料當事人所申請信貸融通、產品及/或服務的任何合約，及/或透過與該資料當事人有關連的所有戶口的鏈接資料，全面了解資料當事人與渣打集團的關係；
 - (iii) 對資料當事人進行信貸調查(無論是就信貸

- (iii) conducting credit checks on the *data subject* (whether in respect of an application for, or modification of terms of, *Facilities, Products and Services* or during regular or special review which normally will take place once or more each year);
 - (iv) creating and maintaining the Bank's credit scoring models;
 - (v) maintaining credit history of the *data subject* for present and future reference;
 - (vi) assisting other financial institutions to conduct credit checks and collect debts;
 - (vii) ensuring ongoing credit worthiness of the *data subject*;
 - (viii) designing banking, *cards*, financial, insurance, securities and investment services or related products for *data subject's* use;
 - (ix) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (x) determining the amount of indebtedness owed to or by *data subjects*;
 - (xi) enforcement of *data subjects'* obligations, to the Bank or any other member of the *Standard Chartered Group*, including but not limited to the collection of amounts outstanding from *data subjects* and those providing security for *data subjects'* obligations;
 - (xii) meeting or complying with any obligations, requirements or arrangements for *disclosing* and using data that apply to the Bank or any other member of the *Standard Chartered Group* or that it is expected to comply according to:-
 - (1) any law or regulation binding on or applying to it within or outside *Hong Kong* existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance 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 (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any member of the *Standard Chartered Group* by reason of its financial, commercial, business or other interests or activities in or related
- 融通、產品及服務申請或條款重組或者是每年(通常一次或多於一次)的定期或特別檢討期間);
 - 建立及維持本行的信貸評分模式;
 - 保存資料當事人的信貸記錄, 以供目前及日後參考;
 - 協助其他金融機構進行信貸調查及追討債務;
 - 確保資料當事人維持可靠信用;
 - 設計資料當事人使用的銀行、銀行卡、金融、保險、證券及投資服務或有關產品;
 - 推廣服務、產品及其他促銷標的(更多詳情請參閱下文(g)段);
 - 確定欠付資料當事人或其所欠的負債款額;
 - 執行資料當事人向本行或渣打集團任何其他成員之所負義務, 包括但不限於向資料當事人及就其義務提供抵押的人士追收欠款;
 - 履行或遵守適用於本行或渣打集團任何其他成員的任何資料披露及使用義務、規定或安排, 或根據以下內容應當遵守的義務、規定或安排:
 - (1) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律或規例(例如: 稅務條例及其規定, 其中包括關於自動交換財務帳戶資料之條文);
 - (2) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關, 或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導(例如: 由稅務局所給予或發出之指引或指示, 其中包括關於自動交換財務帳戶資料之條文);
 - (3) 本行或渣打集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關, 或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動, 而向該等本地或外地的法律、監

- to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xiii) meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the *Standard Chartered Group* and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xiv) enabling an actual or potential assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant of the Bank's rights in respect of the *data subject*, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xv) in connection with any member of the *Standard Chartered Group* defending or responding to any legal, governmental, or regulatory or quasi-governmental related matter, action or proceeding (including any prospective action or legal proceedings), including where it is in the legitimate interests of the Bank or any member of the *Standard Chartered Group* to seek professional advice, for obtaining legal advice or for establishing, exercising or defending legal rights;
- (xvi) in connection with any member of the *Standard Chartered Group* making or investigating an insurance claim or responding to any insurance related matter, action or proceeding;
- (xvii) organizing and delivering seminars for the *data subjects*;
- (xviii) managing, monitoring and assessing the performance of any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*; and/or
- (xix) any other purposes relating to the purposes listed above.
- (e) Data the Bank holds relating to a *data subject* is kept confidential but the Bank may provide, transfer or *disclose* such data or information to any one or more of the following parties (whether within or outside *Hong Kong**) for the purposes set out in paragraph (d):-
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*;
- 管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (xiii) 履行或遵守在渣打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本行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義務、要求、政策、程序、措施或安排；
- (xiv) 供本行全部或任何部份業務及/或資產的實際或潛在承讓人，或本行對資料當事人的權利的參與人或附屬參與人衡量有關轉讓、參與或附屬參與所涉交易；
- (xv) 有關本行或渣打集團任何其他成員抗辯或回應任何法律、政府、或監管機構或半政府機構相關之事宜、訴訟或法律程序(包括任何潛在訴訟或法律程序)，包括尋求專業意見以取得法律意見或確立、行使或就法律權利抗辯屬本行或渣打集團任何成員合法權益的情況；
- (xvi) 有關渣打集團任何其他成員作出或調查保險索償或回應任何保險相關之事宜、訴訟或法律程序；
- (xvii) 為資料當事人組織或向其提供講座；
- (xviii) 管理、監察及評估就信貸融通、產品及服務的建立、運作、維持或提供而向本行提供行政、電訊、電子計算機、款項或證券結算或其他服務的任何代理人、承辦商或第三方服務供應商之表現；及/或
- (xix) 與上述用途有關的任何其他用途。
- (e) 本行會對其持有的資料當事人資料予以保密，但可就(d)段列出的用途將該等資料提供、移轉或披露給(香港境內或境外*)下述任何一方或多方：
- (i) 就信貸融通、產品及服務的建立、運作、維持或提供而向本行提供行政、電訊、電子計算機、款項或證券結算或其他服務的任何代理人、承辦商或第三方服務供應商；
- (ii) 對本行負有保密責任的任何其他人士，包括已承諾對資料予以保密的渣打集團任何其他成員；
- (iii) 向出票人提供已付款支票副本(其中可能載

- (ii) any other person under a duty of confidentiality to the Bank including any other member of the *Standard Chartered Group* which has undertaken to keep such information confidential;
 - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
 - (v) credit reference agencies and, in the event of default, to debt collection agencies;
 - (vi) any person or entity to whom the Bank or any other member of the *Standard Chartered Group* is under an obligation or otherwise required to make *disclosure* under the requirements of any law or regulation binding on or applying to the Bank or any other member of the *Standard Chartered Group*, or any *disclosure* under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents issued or given by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any other member of the *Standard Chartered Group* is expected to comply, or any *disclosure* pursuant to any contractual or other commitment of the Bank or any other member of the *Standard Chartered Group* with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside *Hong Kong* and may be existing currently and in the future;
 - (vii) any financial institution and merchant acquiring company with which a *data subject* has or proposes to have dealings;
 - (viii) any actual or proposed assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the *data subjects*;
 - (ix) any party giving or proposing to give a guarantee or third party security to guarantee or secure the *data subject's* obligations; and/or
 - (x) (1) any member of the *Standard Chartered Group* which may include a Head Office function acting as a data controller in respect of *data subject's* data;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment, mobile wallets & digital payment services providers;
 - (3) third party reward, loyalty, co-branding and privileges programme providers;
 - (4) co-branding partners of the Bank and/or any member of the *Standard Chartered*
- 有收款人的資料)的付款銀行；
 - (iv) 客戶就申請本行供應的產品或服務而所選擇的第三方服務供應商；
 - (v) 信貸資料服務機構及(如有違約事件)收數公司；
 - (vi) 根據對本行或渣打集團任何其他成員有約束力或適用於本行或渣打集團任何其他成員之任何法例或規例的規定，或根據並為施行由規管本行或渣打集團任何其他成員之任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會發出或作出，並期望本行或渣打集團任何其他成員遵守的任何指引、指導、指令、規則、守則、通函或其他類似文件，或根據本行或渣打集團任何其他成員向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾(以上不論於香港境內或境外及不論目前或將來存在的)，而有義務或以其他方式被要求向其披露該等資料的任何人士或實體；
 - (vii) 和資料當事人已有或擬有業務往來的任何金融機構及商業收購公司；
 - (viii) 本行全部或任何部份業務及/或資產的任何實際或潛在承讓人，或本行對資料當事人的權利的參與人、附屬參與人或受讓人；
 - (ix) 提供或擬定提供擔保或第三方抵押，從而擔保或抵押資料當事人之義務的任何方；及/或
 - (x) (1) 渣打集團任何成員，可能包括作為資料當事人資料的資料管控員的總部；
 - (2) 第三方金融機構、保險公司、信用卡公司、證券及投資、手機電子錢包及電子支付服務供應商；
 - (3) 第三方獎賞、獎勵、合作品牌及優惠計劃供應商；
 - (4) 本行及/或渣打集團任何成員之合作品牌夥伴(該等合作品牌夥伴名稱可於有關服務及產品的申請表格查閱，視情況而定)；
 - (5) 慈善或非牟利機構；及

Group (the names of such co-branding partners can be found in the application form(s) 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)(ix) above.

* Please refer to the Bank's website (www.sc.com/hk) for the list of countries where such parties may be located.

- (f) (i) With respect to data in connection with mortgages applied by a *data subject* (in any capacity) on or after 1 April 2011, the following data relating to the *data subject* (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:-
 - (1) full name;
 - (2) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the *data subject's* sole name or in joint names with others);
 - (3) *Hong Kong* Identity Card Number or travel document number;
 - (4) date of birth;
 - (5) correspondence address;
 - (6) mortgage account number in respect of each mortgage;
 - (7) type of the facility in respect of each mortgage;
 - (8) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (9) if any, mortgage account closed date in respect of each mortgage.
- (ii) 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 *data subject* with credit providers in *Hong Kong*, as borrower, mortgagor or guarantor respectively and whether in the *data subject's* sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).
- (iii) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of:-
 - (1) considering mortgage loan application(s) made by the *data subject* (in any

- (6) 本行就上文(d)(ix)段所述用途委聘之外部服務供應商(包括但不限於信件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司)。

* 請參閱本行網站 (www.sc.com/hk)，以了解上述各方所在的國家列表。

- (f) (i) 就資料當事人(以任何身份)於2011年4月1日當日或以後申請的按揭有關的資料，本行可能會將下列與資料當事人有關的資料(包括不時更新任何下列資料的資料)以本行及/或代理人的名義提供予信貸資料服務機構：
 - (1) 全名；
 - (2) 就每宗按揭的身份(即作為借款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式)；
 - (3) 香港身份證號碼或旅遊證件號碼；
 - (4) 出生日期；
 - (5) 通訊地址；
 - (6) 就每宗按揭的按揭戶口號碼；
 - (7) 就每宗按揭的信貸融通種類；
 - (8) 就每宗按揭的按揭戶口狀況(例如：有效、已結束、已撇賬(因破產令導致除外)、因破產令導致已撇賬)；及
 - (9) 就每宗按揭的按揭戶口結束日期(如適用)。
- (ii) 信貸資料服務機構將使用上述由本行提供的資料統計資料當事人(分別以借款人、按揭人或擔保人身份，及以資料當事人本人單名或與其他人士聯名方式)不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用(須受根據條例核准及發出的《個人信貸資料實務守則》的規定所限)。
- (iii) 本行可於以下期間不時查閱信貸資料服務機構持有的按揭宗數：
 - (1) 考慮資料當事人(以任何身份)不時提交的按揭貸款申請；
 - (2) 檢討出現拖欠還款超過60日的欠賬的任何已向資料當事人(以任何身份)提供

- capacity*) from time to time;
- (2) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)* which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the Bank;
 - (3) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)*, where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the Bank and the *data subject* consequent upon a default in the repayment of such credit facility for implementing such arrangement;
 - (4) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)*, with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the *data subject*; and/or
 - (5) reviewing, evaluating and modifying terms of any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)* from time to time, and reviewing the same with the *data subject*.
- (iv) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of (after 31 March 2013):-
- (1) reviewing and renewing mortgage loans granted or to be granted to the *data subject (in any capacity)*; and/or
 - (2) considering the application for credit facility (other than mortgage loan) by the *data subject (in any capacity)* other than mortgagor) and/ or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the *data subject (in any capacity)* other than mortgagor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time.
- (g) **USE OF DATA IN DIRECT MARKETING**
- The Bank intends to use a *data subject's* data in direct marketing and the Bank requires the *data subject'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 services portfolio information, transaction pattern and behaviour, financial background and demographic data of a *data subject* held by the Bank from time to time may be used by the Bank in direct marketing;
- 或擬提供的信貸融通(包括按揭貸款), 以便本行就該信貸融通制訂任何債務重組、重新安排或其他還款條件修訂;
- (3) 當本行與資料當事人因資料當事人就信貸融通拖欠還款而巳制訂任何債務重組、重新安排或其他還款條件修訂時, 檢討任何已向資料當事人(以任何身份)提供或將予提供的信貸融通(包括按揭貸款), 以便推行上述債務重組安排;
 - (4) 檢討任何已向資料當事人(以任何身份)提供或將予提供的信貸融通(包括按揭貸款), 以便制訂由資料當事人提出的任何債務重組、重新安排或其他還款條件修訂; 及/或
 - (5) 不時檢討、評估及條款重組任何已提供或擬提供予資料當事人(以任何身份)之信貸融通(包括按揭貸款)及與資料當事人檢討該事宜。
- (iv) 本行可於以下期間(於2013年3月31日之後)不時查閱信貸資料服務機構持有的按揭宗數:
- (1) 檢討及續批向資料當事人(以任何身份)提供或將予提供的按揭貸款; 及/或
 - (2) 考慮資料當事人(除了按揭人, 以任何身份)提出的信貸融通(不包括按揭貸款)申請, 及/或檢討或續批已向資料當事人(除了按揭人, 以任何身份)提供或將予提供的任何融通(不包括按揭貸款), 前提是在上述任何一種情形下, 該等信貸融通的額度不少於由個人資料私隱專員不時指定或決定的水平或機制釐定的水平。
- (g) **在直接促銷中使用資料**
- 本行擬將資料當事人資料用於直接促銷, 而本行為該用途須獲得資料當事人同意(包括表示不反對)。在此方面, 請注意:
- (i) 本行可能將本行不時持有的資料當事人姓名、詳細聯絡方式、產品及服務組合資料、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、產品及促銷

- (ii) the following classes of services, products and subjects may be marketed:-
- (1) financial, insurance, fiduciary, investment services, credit card, securities, investment, banking and related services and products;
 - (2) reward, loyalty 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 can be found in the application form(s) 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 or (in the case of donations and contributions) solicited by the Bank and/or:-
- (1) any member of the *Standard Chartered Group*;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment, mobile wallets & digital payment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Bank and/or any member of the *Standard Chartered Group* (the names of such co-branding partners can be found in the application form(s) for 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 (g) (i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the *data subject'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 (g)(iv) above and, when requesting the *data subject's* consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the *data subject* if it will receive any money or other property in return for providing the data to the other persons.

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

- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the

對象：

- (1) 金融、保險、受信、投資服務、信用卡、證券、投資、銀行及相關服務及產品；
 - (2) 獎賞、獎勵或優惠計劃及相關服務及產品；
 - (3) 本行品牌合作夥伴提供之服務及產品（該等品牌合作夥伴名稱可於有關服務及產品的申請表格查閱，視情況而定）；及
 - (4) 作慈善及/或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷對象可能由本行及/或下列各方提供或(就捐款及捐贈而言)徵求：
- (1) 渣打集團任何成員；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資、手機電子錢包及電子支付服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 本行及/或渣打集團任何成員之品牌合作夥伴(該等品牌合作夥伴名稱可於有關服務及產品的申請表格查閱，視情況而定)；及
 - (5) 慈善或非牟利機構；
- (iv) 本行除自行促銷上述服務、產品及促銷對象外，亦擬將上文(g)(i)段所述的資料提供予以上(g)(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、產品及促銷對象時使用，而本行為此用途須獲得資料當事人書面同意(包括表示不反對)；
- (v) 本行可能基於上文(g)(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，本行會於上文(g)(iv)段所述徵求資料當事人同意或不反對時通知資料當事人。

如資料當事人不希望本行如上文所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，資料當事人可通知本行行使其選擇權拒絕促銷。

- Ordinance, any *data subject* has the right:-
- (i) to check whether the Bank holds data about him and/or 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 procedures in relation to data and to be informed of the kind of personal data held by the Bank and/or he/ she has access to;
 - (iv) 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 or correction request to the relevant credit reference agency or debt collection agency; and
 - (v) in relation to any *account* data (including, for the avoidance of doubt, any *account* repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the *account* by full repayment, to make a request to the credit reference agency to delete such *account* data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the *account*, lasting in excess of 60 days within five years immediately before *account* termination. *Account* repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of *account* data by the Bank to a credit reference agency), 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 default lasting in excess of 60 days (if any)).
- (i) In the event of any default of payment relating to an *account*, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the *account* repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
 - (j) In the event any amount in an *account* is written-off due to a bankruptcy order being made against a *data subject*, the *account* repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the *account* repayment data reveal any default of payment lasting in excess of 60 days, 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 *data subject* with evidence to the credit reference agency, whichever is earlier.
- (k) Without limiting the generality of the foregoing, the
- (h) 根據條例之條款及據條例核准和發出的《個人資料實務守則》，任何資料當事人均有權：
 - (i) 查悉本行是否持有其資料及/或能夠查閱該等資料；
 - (ii) 要求本行改正任何與其有關的不正確資料；
 - (iii) 查悉本行對於資料的政策及程序並獲悉本行所持及/或他/她能夠查閱之個人資料的種類；
 - (iv) 要求獲告知一般向信貸資料服務機構或收數公司披露哪些資料，以及要求獲提供進一步資料，以便向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求；及
 - (v) 對於本行向信貸資料服務機構提供的任何戶口資料(為免產生疑問，包括任何戶口還款資料)，於悉數清償欠款而終止戶口時，指示本行要求信貸資料服務機構刪除其資料庫內有關的戶口資料，惟是項指示須於終止戶口後五年內提出，而該戶口在緊接終止之前五年內，並無拖欠還款超過60天的記錄。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(即緊接本行上次向信貸資料服務機構提供戶口資料前不超過31天的期間)、剩餘可用信貸額或未償還數額及欠款資料(即過期欠款額及逾期還款日數、清還過期欠款的日期和悉數清還拖欠超過60天的欠款的日期(如有))。
 - (i) 如出現關於戶口的拖欠還款情況，除非拖欠金額在出現拖欠之日起計60天屆滿前悉數清還或撇賬(因破產令悉數清還或撇賬者除外)，否則信貸資料服務機構可保留該戶口還款資料(定義見上文第(h)(v)段)，直至自欠款悉數清還之日起計滿五年為止。
 - (j) 如客戶因被頒布破產令而導致其戶口中的任何金額被撇賬，則不論其戶口還款資料(定義見上文第(h)(v)段)是否顯示有拖欠還款超過60天的記錄，信貸資料服務機構均可保留該戶口還款資料，直至自欠款悉數清還之日起計滿五年為止，或自資料當事人提出證據通知信貸資料服務機構其已獲解除破產令之日起計滿五年為止(以較早者為準)。
 - (k) 在不限制前述條文的一般性的原則下，本行可為檢討下列任何事宜的目的，而不時查閱信貸資料服務機構所持的資料當事人個人及戶口資料或記

Bank may from time to time access the personal and account information or records of a *data subject* held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a *data subject* or a third party whose obligations are guaranteed by a *data subject*:-

- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
 - (iii) the putting in place or the implementation of a scheme of arrangement with the *data subject* or the third party.
- (l) The Bank may have obtained a credit report on a *data subject* from a credit reference agency in considering any application for credit or modification of terms of the credit. In the event a *data subject* wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (m) Data of a *data subject* may be processed, kept and transferred or *disclosed* in and to any country as the Bank or any person who has obtained such data from the Bank referred to in (e) above considers appropriate. Such data may also be processed, kept, transferred or *disclosed* in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (n) 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.
- (o) *Data subjects* located in the European Union may also have the following additional rights:-
- (i) the Bank or any other member of the *Standard Chartered Group* will use profiling, including behavioral analysis, to assist in providing *data subjects* with better *Facilities, Products and/or Services*, to make decisions and to prevent money laundering, terrorism, fraud and other financial crime, for example profiling will help to try and detect whether use of a credit card may be fraudulent. If any profiling will result in an automated decision relating to a *data subject* who is an *accountholder*, we will let the *accountholder* know and the *accountholder* will have the right to discuss the decision with the Bank;
 - (ii) in some circumstances a *data subject* has the right to ask the Bank to delete the personal data of such *data subject*, for example if the Bank no longer has a valid reason to process it;
 - (iii) in some circumstances a *data subject* may have the right to object to how the Bank processes the personal data of such *data subject* but this does not mean that the *data subject* can decide or choose how the Bank processes the personal data other than in relation to marketing. If a *data subject* has any concerns about how the Bank processes his/her/its personal data, such *data subject*

錄，而該等事宜涉及向資料當事人提供或該資料當事人擔保其義務之第三方的現有信貸融通：

- (i) 增加信用額；
 - (ii) 縮減信貸(包括取消信貸或減低信用額)；及
 - (iii) 與資料當事人或該第三方展開或實行債務償還安排計劃。
- (l) 本行在考慮任何信貸申請或任何信貸條款重組時可能已經自信貸資料服務機構取得資料當事人的信貸報告。如資料當事人希望查閱該信貸報告，本行將會告知相關信貸資料服務機構的詳細聯絡方式。
- (m) 本行或上文(e)條所指從本行取得有關資料的任何人士可在(或可向其認為合適的國家處理、保存及轉移或披露資料當事人的資料。有關資料亦可根据該國當地的慣例和法例、規則和規例(包括任何政府行政措施及政令)予以處理、保存、轉移或披露。
- (n) 根據條例之條款，本行有權就處理任何查閱資料要求而收取合理的費用。
- (o) 位於歐洲聯盟的資料當事人亦可能擁有下列額外權利：-
- (i) 本行或渣打集團任何其他成員將使用個人資料檔案，包括行為分析，以協助向資料當事人提供最佳的信貸融通、產品及/或服務、作出決策及防止洗黑錢、恐怖主義、欺詐及其他金融犯罪，例如，個人資料檔案有助試驗及檢測使用信用卡是否具有欺詐性。若任何個人資料檔案將導致與身為戶口持有人的資料當事人有關的自動決定，我們將告知戶口持有人，而戶口持有人有權與本行討論該決定；
 - (ii) 在某些情況下，資料當事人有權要求本行刪除其個人資料，例如，本行不再有合理理由處理有關資料；
 - (iii) 在某些情況下，資料當事人有權反對本行處理其個人資料的方式，但這並不意味著資料當事人可以決定或選擇本行處理個人資料的方式，惟有關市場營銷者除外。若資料當事人對本行處理其個人資料的方式有任何疑慮，該資料當事人應在分行或與客戶經理商討。若資料當事人不欲本行處理個人資料，而本行認為這對提供信貸融通、產品或服務而言屬必要，則本行未必

- should discuss this at a branch or with a relationship manager. The Bank may not be able to offer *Facilities, Products or Services* if the *data subject* does not want the Bank to process the personal data the Bank considers necessary to process to provide such *Facilities, Products or Services*;
- (iv) in some circumstances a *data subject* may have the right to restrict how the personal data of such *data subject* is processed;
- (v) in some circumstances a *data subject* may have the right to request the personal data that has been given to the Bank in a machine readable format. An account holder may already be able to do this through online banking in relation to banking transactions;
- (vi) a *data subject* has the right to complain to the Privacy Commissioner for Personal Data, or if the *data subject* is located in the European Union, the UK Information Commissioner. Details can be provided by emailing privacy@sc.com
- (p) The person to whom requests for access to or correction of data held by the Bank, or for information regarding the Bank's data policies and practices and kinds of data held by the Bank are to be addressed is as follows:
- Data Protection Officer
STANDARD CHARTERED BANK (HONG KONG)
LIMITED
GPO Box 21, Hong Kong
- Should you have any queries, please do not hesitate to contact either your relationship manager or our designated hotline 2282 2313.
- (q) Nothing in this document shall limit the rights of *data subjects* under the Ordinance.
- (r) Security:-
- (i) The security of personal data is important to the Bank. The Bank has technical and organisational security measures in place to safeguard each the personal data of each *data subject*. When using external service providers, the Bank requires that they adhere to security standards mandated by the Bank and the *Standard Chartered Group*. The *Standard Chartered Group* may do this through contractual provisions, including any such provisions approved by a privacy regulator, and oversight of the service provider. Regardless of where personal data is transferred, the Bank takes all steps reasonably necessary to ensure that personal data is kept securely.
- (ii) *Data subject(s)* should be aware that the Internet is not a secure form of communication and they must not send the Bank any personal data over the Internet as this carries with it risks including the risk of access and interference by unauthorised third parties. Information passing over the Internet may be transmitted internationally (even when sender and recipient are located in the same country) via countries with weaker privacy and data protection laws

能夠提供該等信貸融通、產品或服務；

- (iv) 在某些情況下，資料當事人有權限制其個人資料的處理方式；
- (v) 在某些情況下，資料當事人有權索取以電腦可讀格式提供予本行的個人資料。戶口持有人或已可透過與銀行交易有關的網上銀行達到這一點；
- (vi) 資料當事人有權向個人資料私隱專員投訴，或若資料當事人位於歐洲聯盟，則可向英國資料專員投訴。詳細資料可發送電子郵件至 privacy@sc.com 索取。
- (p) 任何關於查閱或改正本行所持資料、索取本行資料政策及常規的資料或所持有的資料種類的要求，應向下列人士提出：

資料保障主任

渣打銀行（香港）有限公司

香港中環郵政信箱21號

如您有任何疑問，敬請與您的客戶經理聯絡或致電本行熱線 2282 2313。

- (q) 本文件不會限制資料當事人根據條例所享的權利。
- (r) 安全性：-
- (i) 個人資料的安全對本行而言非常重要。本行設有技術及組織方面的安全措施，以保障每位資料當事人的個人資料。使用外部服務供應商時，本行會要求其遵守本行及渣打集團要求的安全準則。渣打集團可透過合約條款(包括私隱監管機構批准的任何此類條款)及服務供應商的監督而達到這一點。不論個人資料轉至何處，本行採取一切合理必要措施確保個人資料安全。
- (ii) 資料當事人應知悉，互聯網並非安全的通訊方式，他們不得透過互聯網向本行傳送任何個人資料，因為此舉附帶風險，包括未獲授權第三方進行查閱及干擾的風險。透過互聯網傳送的資料可能經由私隱及資料保障法律不及資料當事人居住地嚴格的國家進行國際傳輸(即使發送人與接收人位於相同國家)。
- (s) 本行及渣打集團為履行適用法律及監管規定與商業及營運目的而保留個人資料。在大多數情況下，自資料當事人與渣打集團的關係終止起計將

than in the country of residence of a *data subject*.

- (s) The Bank and the *Standard Chartered Group* retain personal data in line with applicable legal and regulatory obligations and for business and operational purposes. In the majority of cases this will be for seven years from the end of a *data subject's* relationship with the *Standard Chartered Group*.
- (t) To the extent permitted by law, the Bank and other members of the *Standard Chartered Group* may record and monitor electronic communications with *data subjects* to ensure compliance with legal and regulatory obligations and internal policies for the purposes outlined at paragraph (d) above.
- (u) *Data subjects* should also read the cookie policy when using the Bank's online services.

In this document, unless inconsistent with the context or otherwise specified, the words in *italic* shall have the following meanings:-

account(s) means, for each facility, service or product which the Bank may from time to time make available to the *data subjects*, the account that is, opened and/or maintained in respect of it from time to time.

accountholder(s) means holder(s) of an *account*, and includes joint *accountholder(s)* in case there is more than one holder for an *account*.

card means an ATM card, a debit card, a credit card, or a revolving card or all of them, as the context requires.

data subject(s) has the meaning given to it in the Ordinance and includes applicants or *accountholders* for *Facilities, Products and Services*, customers, security providers, guarantors, referees, corporate officers and managers, (e.g. authorized signatories, contact persons, company secretary, directors, shareholders, beneficial owners of a corporate), beneficiaries, suppliers, agents, contractors, service providers and other contractual counterparties and any third party transacting with or through the Bank.

disclose, disclosing or disclosure, in relation to personal data, includes disclose or disclosing information inferred from the data.

Hong Kong means the Hong Kong Special Administrative Region.

in any capacity means whether as a borrower, mortgagor or guarantor and whether in the *data subject's* sole name or joint names with others.

mortgage count means the number of mortgage loans held by the *data subject (in any capacity)* with credit providers in *Hong Kong* from time to time.

Standard Chartered Group means each of or collectively Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

Please circulate this document to any and all *data subject(s)* relating to your *account(s)* at our Bank. Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

保留七年。

- (t) 若法律允許，本行及渣打集團其他成員可記錄及監控與資料當事人的電子通訊，以確保遵守法律及監管規定及內部政策，以作上文(d)段所概述用途。
- (u) 使用本行的網上服務時，資料當事人亦應閱讀 Cookie政策。

在本文件中，除非與上下文不符或另有其他規定，否則斜體字須具有如下含義：

戶口，指就本行可能不時提供予資料當事人的各項信貸融通、服務或產品，而不時開立及/或維持的戶口。

戶口持有人，指戶口之持有人，包括聯名戶口持有人(如戶口有多於一名持有人)。

銀行卡，指提款卡、借記卡、貸記卡或循環貸款卡或所有該等卡(視上文而定)。

*資料當事人*具有條例所賦予的涵義，包括信貸融通、產品及服務的申請人或戶口持有人、客戶、抵押提供者、擔保人、審查人、企業職員及經理(例如企業的授權簽署人、聯絡人、公司秘書、董事、股東、實益擁有人)、受益人、供應商、代理人、承辦商、服務供應商及其他合約對手方，以及與或透過本行進行交易的任何第三方。

披露，就個人資料而言，包括披露由該等資料推斷出的資訊。

香港，指香港特別行政區。

以任何身份，指不論以借款人、按揭人或擔保人身份，以及不論以資料當事人本人單名或與其他人士聯名之方式。

按揭宗數，指資料當事人(以任何身份)不時於香港信貸提供者間持有的按揭貸款宗數。

渣打集團，指對渣打集團有限公司及其附屬公司和聯營公司(包括各分支機構或代表辦事處)的個別或共同稱謂。

請向任何及所有與戶口有關的資料當事人傳閱本文件。若英文版本與中文版本之間有任何不一致之處，概以英文版本為準。