

條款及細則適用於「優先理財」、 「Premium理財」及「快易理財」

此等條款及細則適用於及規限渣打銀行(香港)有限公司向其若干客戶提供之「優先理財」、「Premium理財」及「快易理財」服務。

1. 定義

- 1.1 在此等條款及細則中：
 - a. 「申請書」指附於此等條款及細則並且作為此等條款及細則其中一部分之申請書；
 - b. 「本行」指渣打銀行(香港)有限公司及其承繼人與承讓人；
 - c. 「渣打集團公司」指渣打銀行(包括其所有分行)、渣打之母公司或其任何附屬機構或聯營公司的渣打銀行集團內任何公司,包括其承繼人與承讓人；
 - d. 「銀行計劃」指「優先理財」、「Premium理財」及「快易理財」服務或指其中任何一項；
 - e. 「營業日」指本行在香港開門營業之日；
 - f. 「客戶」指申請書上所載並在其上簽署,獲本行批准加入銀行計劃之任何人士；
 - g. 「快易理財」指本行所提供稱為「快易理財」的特別戶口關係服務；
 - h. 「Premium理財」指本行所提供稱為「Premium理財」的特別戶口關係服務；
 - i. 「債務」指任何人士對本行之所有債務,不論是現時或將來的,實際或有的,或該名人士單獨或與其他人士共同欠負的；
 - j. 「優先理財」指本行所提供稱為「優先理財」的特別戶口關係服務；
 - k. 「各項服務」指本行不時就一項或以上銀行計劃發出的客戶使用指南及材料中所列之銀行服務,以及本行不時納入一項或以上銀行計劃之內的任何其他銀行服務(包括由銀行不時改名或予以取代、補充或修訂的該等服務),個別稱為「服務」;及
 - l. 「服務條件」指規限每種各項服務之具體條款及細則(包括任何適用戶口委託書及客戶使用指南),該等條款及細則將不時予以補充、修訂或取代。

1.2 在此等條款及細則內,除非文意另有所指;

- a. 「人士」一詞包括任何個人、公司、商號、合夥經營、合資經營、聯營公司、獨資經營或其他業務機構;
- b. 表示單一性別之詞語應包括所有其他性別;
- c. 表示單數之詞語應包括複數,反之亦然;及
- d. 加入標題乃為了方便參考,不應影響解釋。

1.3 本行對其就全部或任何銀行計劃所作之任何酌情決定、決定、要求或決議以及上述者之行使、作出、採取及/或生效時間,應具有絕對酌情決定權。

1.4 此等條款及細則之中文譯本僅為方便而設,在任何情況下均應以英文本為準。

2. 銀行計劃

客戶可不時向本行發出通知,選擇加入銀行計劃。

3. 各項服務

客戶同意,每種各項服務是由本行遵從適用之服務條件而提供的,客戶同意受所有服務條件約束。若任何服務條件與此等條款及細則有任何抵觸,應以有關之服務條件為準。

4. 修訂

本行有權隨時酌情決定向客戶發出通知(i)將新的銀行服務加入各項服務,或取代、暫停、更改或終止任何各項服務,及(ii)更改或修訂此等條款及細則。對此等條款及細則之修訂均視作有效,且對客戶具有約束力,除非本行於該修訂生效日之前收到客戶終止其當時所加入的銀行計劃的通知。

5. 收費

5.1 客戶應支付本行不時就客戶加入的銀行計劃收取之收費及費用。

(a) 就「快易理財」而言,若客戶在本行內由本行決定之平均每日戶口存款結餘或其他戶口存款結餘總額(不論客戶單獨持有或作為主要戶口持有人聯名持有的)在本行不時訂定之任何時期內,低於港幣10,000元,或本行不時決定之其他金額,客戶並須向本行支付服務費。

(b) 若客戶在本行內由本行決定之平均每日戶口存款結餘或其他戶口存款結餘總額(不論客戶單獨持有或聯名持有的)在本行不時訂定之任何時期內,(i)就「優先理財」而言,低於港幣1,000,000元,(ii)就「Premium理財」而言,低於港幣200,000元,或本行不時決定之其他金額,客戶並須向本行支付服務費。

5.2 本行應有權隨時從客戶在本行之任何戶口內,扣除根據此條件5應由客戶支付之任何收費及其他費用。

5.3 在不影響本行之任何其他權利下,若客戶在本行之戶口資金不足,或在本行沒有足夠之信貸額以繳交收費及其他應付費用,本行有權全部或部分終止或暫停客戶所加入之銀行計劃。

5.4 客戶應支付本行不時就客戶加入的銀行計劃收取之收費及費用。若選用預先安排銀行服務須預先登記客戶有關指示,包括收款人的個人資料及銀行戶口等資料。

6. 抵銷

6.1 除本行依照法例或根據本行與客戶之間不時存在之任何其他協議享有之抵銷權外,在不影響本行上述抵銷權之下,本行還可毋需事先通知客戶,隨時將客戶在本行或任何渣打集團公司開設之任何戶口(不論是否在香港開設,及不論是何種貨幣)之全部或任何存款結餘進行抵銷、轉賬或運用,以清償客戶之債務,不論上述戶口是個人或與其他人士聯名開設的,及不論是否已到期或須發給通知。客戶亦授權每一渣打集團公司在本行要求時向本行轉賬或放行上述戶口的全部或任何存款

結餘。若上述存款結餘之貨幣有別於債務之貨幣,存款結餘須按本行在兌換日之現行兌換率兌換為債務之貨幣。

6.2 本行對客戶行使抵銷權之情況包括但不限於:(a)客戶欠本行之任何債務逾期未還,(b)他人對客戶進行任何扣押、查封或類似程序,(c)客戶進行任何破產行為或客戶已提出或他人對客戶提出破產申請,(d)已對客戶之全部或任何實質部分資產指定接管人,或(e)本行有理由相信客戶無力償還到期債項。

7. 責任/彌償

7.1 對本行因要求償還、追收或試圖追收,或提出訴訟以追討根據此等條款及細則應付予本行之任何款項,或在其他方面因行使在此等條款及細則下之權利,或執行此等條款及細則而合理產生之所有直接或間接之合理費用及支出(包括以彌償基準計算之律師費及費用),客戶須彌償本行並在本行要求時償付本行。

7.2 有關訊息提示服務,無論本行或發送訊息的任何通訊公司(以下簡稱「各公司」),或與流動無線理財服務/訊息提示服務(以下簡稱「是項服務」)有關之本行或各公司之任何代理商、承辦商或第三者服務供應商:

(i) 對於本行或任何其他人士依據是項服務使用各公司或第三者服務供應商之流動無線網絡所提供之任何資訊的準確性、完整性或正確性,概無提供任何保證或承擔任何責任;對於經由是項服務索取的任何資訊是否準時傳送至客戶接收或是否傳送至客戶(以下簡稱「客戶」)接收,亦無提供任何保證或承諾。

(ii) 對於客戶或任何其他人士若因透過是項服務使用或接收的任何資訊而蒙受或招致任何形式之損失或損害,(無論是由於資訊傳送時,客戶指定之流動電話關上、未有連接國際漫遊服務或並非由客戶持有,或客戶延遲或未能通知本行更改提供流動電話服務之電訊公司,抑或由於任何有關資訊未能準時或完全未能接收或由於通訊系統或器材損壞或故障、各公司及其第三者服務供應商其中任何一間終止或暫停訊息傳送服務、市場急劇波動或其他原因導致訊息延誤或未能傳送,或無論何種其他原因),概不負責。

(iii) 對於任何客戶或其他人士經由國際漫遊服務使用或接收任何資訊的所有費用,無論費用是在何種情況及如何導致,概不負責,因本行疏忽直接導致者除外。

8. 超過一位客戶

若本行批准超過一名人士就聯名持有之各項服務受此等條款及細則約束:

- a. 該等人士就適用於他們的銀行計劃及各項服務對本行承擔之義務及責任屬連帶責任。本行有權與任何該等人士獨立處理任何事宜,包括解除任何責任,但不至影響該等人士中任何一人之責任;
- b. 應向任何該等人士支付之款項可存入任何戶口;
- c. 按照任何該等人士之要求,可以透支或其他方式向任何該等人士提供任何貸款;及

d. 所指之客戶,根據文意所需,應解釋為指任何或所有該等人士。

9. 部分失效

此等條款及細則內基於任何原因而失效之任何規定,只應在是次失效中無效,不應影響其餘條款及細則之效力。本文件之任何部分不應用以豁免或限制任何其豁免或限制被香港法例禁止之責任。

10. 終止

10.1 本行可發出通知及在給予或不給予理由之下,完全或部分終止任何銀行計劃,但不影響本行及客戶各自就各項服務中之任何一項或以上之權利及責任,該等權利及責任應繼續受有關服務條件所約束。

10.2 客戶可以書面通知本行終止所加入之銀行計劃,但須支付本行認為應予收取之任何服務費。

10.3 客戶或本行終止銀行計劃,不會解除或在任何方面影響任何債務或客戶在該終止之前已有或產生之其他責任。

11. 法律

11.1 此等條款及細則應受香港特別行政區法律管轄,並應按香港特別行政區法律解釋。

11.2 客戶就此等條款及細則,服從香港特別行政區法院之非專屬管轄權。



Terms and Conditions Applicable to Priority Banking, Premium Banking and Easy Banking

條款及細則 適用於「優先理財」、 「Premium理財」及 「快易理財」

Terms and Conditions Applicable to Priority Banking, Premium Banking and Easy Banking

These terms and conditions apply to and regulate the Priority Banking, Premium Banking and Easy Banking Plans made available by Standard Chartered Bank (Hong Kong) Limited to certain of its clients.

1. Definitions

1.1 In these terms and conditions unless otherwise defined or the context otherwise requires:

- a. “Application” means the application form annexed to these terms and conditions and which forms a part of these terms and conditions;
- b. “Bank” means Standard Chartered Bank (Hong Kong) Limited and its successors and assigns;
- c. “SCB Group Company” means any other company of the Standard Chartered group being the Standard Chartered Bank (including all its branches) and the parent or any subsidiary or associated company of Standard Chartered Bank, and includes each such company’s successors and assigns;
- d. “Banking Plans” means Priority Banking, Premium Banking and Easy Banking, and “Banking Plan” means any one of them;
- e. “Business day” means a day on which the Bank is open for business in Hong Kong;
- f. “Client” means any person signing, and named in, the Application and who has been enrolled by the Bank in a Banking Plan;
- g. Easy Banking means the Bank’s special relationship services described as Easy Banking;
- h. Premium Banking means the Bank’s special relationship services described as Premium Banking;
- i. “Liabilities” means all the liabilities of any person to the Bank, whether present or future, actual or contingent, and whether owed individually or jointly with any other person;
- j. Priority Banking means the Bank’s special relationship services described as Priority Banking;
- k. “Services” means the banking services listed in the client user guides and materials relating to one or more of the Banking Plans issued by the Bank from time to time, and any other banking services which the Bank may from time to time include in one or more of the Banking Plans (including such services as may from time to time be re-named, replaced, supplemented or varied by the Bank), and each a “Service”; and
- l. “Service Conditions” means the specific terms and conditions regulating each of the Services, and includes any applicable account mandates and client user guides, as any of the same may from time to time be supplemented, amended or replaced.

1.2 In these terms and conditions, unless the context otherwise requires:

- a. the word “person” includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other business entity;

- b. words denoting one gender includes all other genders;
- c. words denoting the singular includes the plural and vice versa; and
- d. headings have been inserted for convenience of reference and shall not affect construction.

1.3 The Bank shall have an absolute discretion in respect of any discretion, determination, demand or decision exercised, made or taken by it relating to all or any of the Banking Plans and as to the time when the same shall be exercised, made, taken and/or effective.

1.4 The Chinese translation of these terms and conditions is provided for convenience only and the English version shall prevail for all purposes.

2. Banking Plans

The Client may from time to time elect to enrol in a Banking Plan by notice to the Bank.

3. Services

The Client agrees that each of the Services is made available by the Bank subject to the applicable Service Conditions and agrees to be bound by all the Service Conditions. In case of conflict between any of the Service Conditions and these terms and conditions, the relevant Service Conditions shall prevail.

4. Amendments

The Bank shall be entitled at any time at its discretion (i) to add new banking services to the Services or to replace, suspend, vary or terminate any Services and (ii) to vary or amend these terms and conditions, in each case by notice to the Client. Any amendment to these terms and conditions shall be deemed to be effective and binding on the Client unless notice of termination of the Banking Plan in which the Client is enrolled at the time is received by the Bank before the effective date of such amendment.

5. Fees

5.1 The Client shall pay the Bank such fees and charges in respect of the Banking Plan in which he is enrolled as the Bank may from time to time impose.

(a) If the Client’s average daily credit balance with the Bank and any other balance(s) with the Bank as determined by the Bank, whether held by the Client in sole name or in joint names as primary account holder, shall in any time period from time to time specified by the Bank fall below HK\$10,000 for Easy Banking, or such other amount as the Bank from time to time determines, the Client shall also pay the Bank a periodic maintenance fee.

(b) If the Client’s average daily credit balance with the Bank and any other balance(s) with the Bank as determined by the Bank, whether held by the Client in sole name or in joint names, shall in any time period from time to time specified by the Bank fall below (i) HK\$1,000,000 for Priority Banking and (ii) HK\$200,000 for Premium Banking, or such other amount as the Bank from time to time determines, the Client shall also pay the Bank a periodic maintenance fee.

5.2 The Bank shall be entitled to debit any fees and charges payable by the Client under this condition 5 to any account of the Client with the Bank at any time.

5.3 Without prejudice to any other right of the Bank, if the Client has insufficient funds in his accounts with the Bank or insufficient credit with the Bank to cover fees and charges payable by him, the Bank shall be entitled to terminate or suspend the whole or any part of the Banking Plan in which he is enrolled.

5.4 The Client shall pay the Bank such fees and charges in respect of the services he employed as the Bank may from time to time impose. For using the pre-arranged services, pre-registration of information, such as personal details and bank account of beneficiary, is required.

6. Set-off

6.1 In addition to and without prejudice to the right of set off at law of the Bank or any SCB Group Company or under any other agreement from time to time subsisting between the Bank or any SCB Group Company and the Client, the Bank may at any time and without prior notice to the Client set off, transfer or apply, and the Client authorises each SCB Group Company to transfer or release to the Bank or the relevant SCB Group Company upon request, all or any of the credit balances in any account (whether or not in Hong Kong, and in whatever currency) which the Client maintains with the Bank or any SCB Group Company, whether singly or jointly with any other person, and whether or not matured or subject to notice, in or towards discharging the Client’s Liabilities to the Bank or any SCB Group Company. Credit balances in a currency other than the currency of the Liabilities of the Client to the Bank or any SCB Group Company shall be converted to the latter currency at the Bank’s prevailing rate of exchange on the date of conversion.

6.2 The circumstances in which the Bank or any SCB Group Company will exercise their right of set-off against the Client include without limitation the following: (a) any Liabilities of the Client to the Bank or any SCB Group Company become overdue, (b) any attachment, execution or similar process is levied against the Client, (c) an act of bankruptcy is committed by the Client or a petition in bankruptcy is filed by or against the Client, (d) a receiver is appointed of all or any substantial part of the Client’s assets, or (e) the Bank or any SCB Group Company have reason to believe that the Client is unable to pay his debts when due.

7. Liabilities / Indemnity

7.1 The Client shall indemnify the Bank against, and reimburse the Bank on demand, all costs and expenses (including legal fees and costs on an indemnity basis) which are of reasonable amount and were reasonably incurred by the Bank, directly or indirectly, in demanding, collecting or attempting or collect, or suing to recover, any amount due to the Bank under these terms and conditions, or otherwise in exercising its rights under or enforcing these terms and conditions.

7.2 For reminder message services, neither the Bank nor any of the telecommunication companies transmitting the messages (“Companies”) or any agent, contractor or third party service provider of the Bank or any of the Companies engaged in connection with Mobile Banking Service and/or Reminder Message Services (“Mobile Services”):

- (i) makes any warranty in respect of, or accepts any responsibility for, the accuracy, completeness or correctness of any information supplied by the Bank or of any other person through the mobile telephone network of any of the Companies or their respective third party service providers pursuant to the Mobile Services applied for, nor is any warranty or undertaking given that any information requested pursuant to such Services will be delivered to or received by the Client on time or at all;
- (ii) shall be responsible for any loss or damage whatsoever and howsoever suffered or incurred by the Client or any other person for using or accessing any information through the Mobile Services applied for, or as a result of any such information not having been received on time or at all (whether due to the Client’s designated mobile telephone having been turned off, not connected with International Roaming Services or not being in the Client’s possession at the time of transmission or any delay or failure by the Client to notify the Bank of any change in telecommunication company providing the mobile phone service or delay in or failure of transmission owing to failure or breakdown of systems or equipment, termination or suspension of the transmission service by any of the Companies or their respective third party service providers, drastic market movements or otherwise, for any other reason whatsoever.)
- (iii) shall be responsible for any charges whatsoever and howsoever incurred by any Client or any other person using or accessing any information through the International Roaming Services; except where it is caused directly by our negligence.

8. More than one Client

If the Bank permits more than one person to be bound by these terms and conditions in respect of jointly held Services:-

- a. the obligations and liabilities of those persons to the Bank in connection with the Banking Plan and the Services applicable to them shall be joint and several. The Bank shall be entitled to deal separately with any such person on any matter, including the discharge of any liability to any extent without affecting the liability of any other such person;
- b. any amount payable to any of such persons may be credited to any accounts;
- c. any advance to any such person by way of overdraft or by any other means can be made at the request of any such person; and
- d. references to the Client shall be construed, as the context requires, to any or all such persons.

9. Partial Invalidity

Any provision in these terms and conditions which is invalid for any reason shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining terms and conditions. Nothing in this document shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.

10. Termination

10.1 The Bank may by notice terminate any of the Banking Plans either in whole or in part and with or without cause, without prejudice to the respective rights and obligations of the Bank and the Client in respect of any one or more of the Services which shall continue to be governed by the relevant Service Conditions.

10.2 The Client may terminate the Banking Plan in which he is enrolled by written notice to the Bank and subject to payment of any service fee which the Bank may see fit to impose.

10.3 Any termination of the Banking Plan by the Client or the Bank shall not operate to discharge or otherwise affect in any way any Liabilities or other obligations of the Client accrued or arising before termination.

11. Law

11.1 These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

11.2 The Client submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in respect of these terms and conditions.