

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.

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

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 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 倘若本行以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。

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;
- 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*;
- about 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

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；
- 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 除法例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

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, 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

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任何疑慮，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

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 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*:

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。

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（不論是否由於本行疏忽而引致）。

- 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 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.

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；
- 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。

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 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,

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。

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，

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).

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*

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况下，以合併、綜合、重組、接納新合夥人或以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况下改變組成。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。

反洗黑錢及反恐怖主義融資

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

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, 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

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。

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.

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

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。

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

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 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

product and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於有關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 (就某個戶口而言) 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

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 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*.

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）。

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。

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 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.

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 指通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）。

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 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*.

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」。

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，亦可能載於產品手冊。

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

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 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.
- 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。
- 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)及承讓入，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 or maintenance 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*.
- (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*;
 - (ii) operating, maintaining and providing *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/or 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;
 - (iii) conducting credit checks on the *data subject* (whether in respect of an application for *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;

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) 建立或維持信貸融通；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。
- (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（無論是就信貸融通、產品及服務申請，或者是每年（通常一次或多於一次）的定期或特別檢討期間）；
 - (iv) 建立及維持本行的信貸評分模式；

- (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 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
 - (v) 保存資料當事人的信貸記錄，以供目前及日後參考；
 - (vi) 協助其他金融機構進行信貸調查及追討債務；
 - (vii) 確保資料當事人維持可靠信用；
 - (viii) 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；
 - (ix) 推廣服務、產品及其他促銷標的（更多詳情請參閱下文(g)段）；
 - (x) 確定欠付資料當事人或其所欠的負債款額；
 - (xi) 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；
 - (xii) 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

- 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*;
- (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 or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*的）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（其中可能載有收款人的資料）的付款銀行；
- (iv) 信貸資料服務機構及（如有違約事件）收數公司；

- about the payee) to the drawer;
- (iv) credit reference agencies and, in the event of default, to debt collection agencies;
 - (v) 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;
 - (vi) any financial institution and merchant acquiring company with which a *data subject* has or proposes to have dealings;
 - (vii) 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*;
 - (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the *data subject's* obligations; and/or
 - (ix)
 - (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 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 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,
- (v) 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；
 - (vi) 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；
 - (vii) 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；
 - (viii) 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
 - (ix)
 - (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
 - (6) 本行就上文(d)(ix)段所述用途委聘之外部服務供應商（包括但不限於寄件中心、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

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 capacity);
 - (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,

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）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；

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, and/or
 - (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*.
- (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;
 - (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
- (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已制訂任何債務重組、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；及／或
- (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。
- (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

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 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 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

(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。

- (h) 根據條例之條款及據條例核准和發出的《個人信貸資料實務守則》，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

- 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 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*:-
- 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

- (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. 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* 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*;
- 償還安排計劃。
- (l) 本行在考慮任何信貸申請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。有關資料亦可根據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；

- (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 *accountholder* 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 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
- (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
香港中央郵政信箱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。

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, referees, corporate officers and managers, (e.g. authorized signatories, contact persons, company secretary, directors, shareholders, beneficial owners of a corporate), 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.

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、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）、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。