![恒生銀行 HANG SENG BANK]

人民幣自動轉賬服務(「該服務」)申請書
Application For RMB Autopay Services (the "Services")

致：恒生銀行有限公司（「貴行」）
To : Hang Seng Bank Limited (the "Bank")

請參閱本申請書背面之「人民幣自動轉賬重要事項」及「人民幣自動轉賬服務章則及條款」，並連同於本申請書一同遞交，以及請以正楷填寫，並在適當方格內加上"√"。
Please read the "RMB Autopay Services Important Notes" section and the "Terms & Conditions for RMB Autopay Services" printed overleaf, and attach them with this application form when submission, and complete the form in BLOCK letters, and "√" where appropriate.

本人（等）/本公司欲使用該服務，詳情如下：
I/We wish to use the Services with details listed below:

日期(日/月/年)
Date(DD/MM/YY)

甲部 Part A — 客戶資料 Customer Information

戶口持有人名稱
Name(s) of Account Holder(s)

表報收件人名稱
Name of Report Recipient
☐ 先生 Mr
☐ 小姐 Ms

商業登記證號碼 Business Registration No.	電話號碼 Tel No.	傳真號碼 Fax No.

人民幣戶口號碼（「客戶戶口」）
RMB Account Number (the "Account")
｜｜｜｜ - ｜｜｜｜ - ｜｜｜｜｜

(如人民幣戶口為任何商業綜合戶口下之附屬戶口，請填寫該商業綜合戶口號碼，而有關該服務的服務費將會從該商業綜合戶口下之港幣附屬戶口中收取。如人民幣戶口為獨立戶口，請直接填寫該人民幣戶口號碼。
If the RMB Account is a sub-account under a Business Integrated Account, please fill in the account number of the Business Integrated Account and the HKD sub-account under that Business Integrated Account will be debited with all fees and charges in relation to the Services. If the RMB account is a standalone account, please fill in the account number of the RMB Account.)

該服務服務費收取戶口(港幣)
The Services Charge Account in HKD
｜｜｜｜ - ｜｜｜｜ - ｜｜｜｜｜

(如人民幣戶口為任何商業綜合戶口下之附屬戶口，不用填寫此欄。
If the RMB Account is a sub-account under a Business Integrated Account, no need to complete this section.)

乙部 Part B — 服務選項 Service Option					
檔案提交模式 File Submission Channel	交易類別 Transaction Type	自動轉賬英文指示概要（可選擇多於一項） Instruction Description (May select more than one option)	For Bank Use 銀行專用		
			Pmt Code	CIF Ref.	SAV Ref.
☐ 恒生商業 e-Banking* Hang Seng Business e-Banking*	自動收款 AutoCollect	｜｜｜｜｜｜｜｜｜｜｜｜｜｜ ｜｜｜｜｜｜｜｜｜｜｜｜｜｜ ｜｜｜｜｜｜｜｜｜｜｜｜｜｜ ｜｜｜｜｜｜｜｜｜｜｜｜｜｜			
☐ 恒生HSBCnet# (Customer ID: _____ _____)	自動付款 AutoPayment	☐ 薪金 Salary ☐ 花紅 Bonus ☐ 佣金 Commission ☐ 津貼 Allowance ☐ 其他 Other: ｜｜｜｜｜｜｜｜｜｜｜			
☐ 磁碟、光碟 Diskette, Compact Disc					

* 如閣下並未成為恒生商業e-Banking 客戶，請另行到任何分行或致電本行服務熱線2198 8000 申請恒生商業e-Banking 服務。
* If you are not Hang Seng Business e-Banking customer, please apply Hang Seng Business e-Banking Service separately by visiting our branches or contacting our Helpdesk on 2198 8000.
\# 新客戶及現行客戶，請另行致電恒生HSBCnet 熱線2198 8000 查詢有關申請及更改恒生HSBCnet 服務。
\# For new and existing customers, please contact Hang Seng HSBCnet Hotline on 2198 8000 for application and service amendment.

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滙豐集團成員 *Member HSBC Group*

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丙部 Part C — 決議及簽署　Resolutions & Signature

決議 Resolutions

有限公司客戶適用 For Corporate Customer

本人證明以下決議摘錄乃真實無誤，有關決議已經客戶唯一董事或董事會或管理組織會議(視情況而定)，於＿＿＿＿＿＿＿年＿＿＿＿＿月＿＿＿＿＿＿＿日依據客戶之組織大綱或其他組織文件(視情況而定)正式通過並已記載於客戶之會議紀錄冊內：（一）客戶向貴行申請該服務；（二）全盤通過並接納本申請表，包括在內詳列及/或填寫的資料，以及本申請書背面或附加在本申請書之人民幣自動轉賬服務章則及條款；及（三）在以下簽署部份列出及簽署的被授權簽署人（等）已獲授權代表客戶簽署本申請書。

I certify the following to be the true and correct extract of the resolutions as entered in the minutes book of the Customer duly passed by the sole director or a meeting of the board of directors or the governing body (as the case may be) of the Customer in accordance with the articles of association or other constitutional documents (as the case may be) of the Customer on the＿＿＿＿＿＿＿＿＿＿＿＿＿ of ＿＿＿＿＿＿＿＿＿＿＿＿＿＿: (a) the Customer applies to the Bank for the Services; (b) this application form, including all details set out and/or completed, and the Terms and Conditions for RMB Autopay Services overleaf/attached be and are approved and accepted in all respects; and (c) the Authorised Signatory(ies) whose name(s) and signature(s) appear in the Signature section below be and is/are authorised to sign this application form for and on behalf of the Customer.

唯一董事/會議主席（必須為董事或管理組織成員）/有關主要幹事
Sole Director / Chairman of the Meeting (must be a director / member of the governing body) / Required Office Bearer(s)

S.V.

X＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿
　請用留存本行之簽署 Please use signature(s) filed with Bank　　　(毋須加蓋公司印章 Company chop is NOT required)
姓名
Name(s): ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

簽署　Signature

本人（等）/本公司確認本人（等）/本公司已詳閱及明白背頁/附加在本申請書之人民幣自動轉賬服務章則及條款並同意受其約束。本人（等）/本公司進一步授權貴行可根據貴行不時規定，自上述附屬戶口或服務費收取該戶口支取該服務的收費。
I/We agree to be bound by the Terms and Conditions for RMB Autopay Services overleaf/attached which I/we now confirm I/we have read and understood. I/We further authorise the Bank to debit the above sub-account or The Services Charge Account with fees and charges in respect of the Services in accordance with the rates as specified by the Bank from time to time.

代表客戶簽署 Signed for and on behalf of the Customer

被授權人（等）簽署　Authorised Signatory(ies)　　　　　　　　　　東主/合夥人簽署　Signature(s) of Sole Proprietor/Partners

S.V.　　　　　　　　　　　　　　　　　　　　　　　　　　　　　S.V.

X＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿　　　　　X＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿
　請用留存本行之簽署 Please use signature(s) filed with Bank　　　　　請用留存本行之簽署 Please use signature(s) filed with Bank
　(毋須加蓋公司印章 Company chop is NOT required)　　　　　　　　　(毋須加蓋公司印章 Company chop is NOT required)
姓名　　　　　　　　　　　　　　　　　　　　　　　　　　　姓名
Name(s): ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿　　　Name(s): ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

注意：如客戶屬全東商號，由東主簽署。如客戶屬合夥經營商號，由所有合夥人簽署。如客戶屬有限公司或其他法人團體，由上述決議授權的被授權人(等)簽署。
Note: For Sole Proprietorship, signed by the Sole Proprietor. For Partnership, signed by all Partners. For Limited Company or other body corporate, signed by the authorised person(s) of the Customer mentioned in the above Resolutions.

銀行專用 For Bank Use

Transacted Branch / Dept Code:	Reg Fee
Transacted Staff ID + Name:	C471 RCQ (Y/N*)
Referral Staff ID + Branch No.:	C071 Incorp Date
BBC Code: (if any)	Y41
PCM A/C Mgr:	K071

Remarks:

Payment Code Set up Date

Capture	Approval	Checker
P101	P107	
P111	P117	
P121	P127	

人民幣自動轉賬服務重要事項
RMB Autopay Services Important Notes

1. 只接受人民幣作為轉賬貨幣，並不接受貨幣兌換。
   Only accept RMB/CNY as transaction currency, no cross-currency transaction is accepted.

2. 只接受香港境內之人民幣轉賬，並不接受跨境轉賬。
   Only accept RMB transactions within Hong Kong, no cross-border transaction is accepted.

3. 支賬戶口及收款人戶口之貨幣必須為人民幣。
   The currency of both debit account and beneficiary account must be in CNY.

人民幣自動轉賬服務章則
Terms and Conditions for RMB Autopay Services

鑑於恒生銀行有限公司（下稱「銀行」）同意應客戶之要求：
In consideration of HANG SENG BANK LIMITED (the "Bank") agreeing at the request of the Customer

(i) 接受並執行由客戶使用銀行所提供的電腦文件/軟件所製備的機器可讀輸入（例如磁碟、光碟等）及/或電子檔案形式提供之指示，以供直接輸入或透過恒生 HSBCnet 服務、恒生商業e-Banking 服務、銀行已經核准之其他服務或渠道及/或由銀行或銀行所接受的其他第三者提供的其他互聯網渠道或線上傳輸設備而進行線上傳輸（「輸入資料」），作為：
to accept and act upon instructions from the Customer in the form of machine readable input (eg. diskettes, compact disc, etc) and/or electronic files which have been prepared by the Customer for direct input or by way of on-line transmission from or via Hang Seng HSBCnet Services, Hang Seng Business e-Banking Services, other services or channels approved by the Bank, and/or other internet channels or online submission facilities whether provided by the Bank or by a third party as may be accepted by the Bank ("Input"):

   (a) 處理客戶經銀行同業電子結算或銀行系統（就情況而言）（即自動轉賬系統）由客戶戶口付款到另一個戶口之轉賬事宜（統稱「自動付款」）；及/或
   to effect payments from the Account to other accounts through interbank electronic clearing system or the Bank's system, as the case may be, ("Autopay System") ("AutoPayment"); and/or

   (b) 按客戶通知從戶口支取或安排支取有關應付予客戶之數額，並透過自動轉賬系統將該款項轉賬至客戶戶口（統稱「自動收款」）(「自動付款」及「自動收款」合稱為「自動轉賬服務」)；及
   to debit or arrange the debiting of accounts with amounts which the Customer advises are due to the Customer and to transfer such amounts to the Account through Autopay System ("AutoCollect") (AutoPayment and AutoCollect collectively, "Services"); and

(ii) 以載有軟件程式之磁碟、光碟或其他方式，向客戶提供全套軟件（「全套軟件」），包括當中之任何修訂、補充或更換，以便客戶：
to provide to the Customer with such software package (the "Package") by way of diskettes, compact disc or other means containing a software programme, including any revisions, supplements or replacements thereto to facilitate:

   (a) 向銀行提交輸入資料及/或其他資料（統稱「資料」）；
   the Customer's submission of the Input and/or other information (collectively, the "Information");

   (b) 預備資料；及/或
   the Customer's preparation of the Information; and /or

   (c) 編製需向稅務局呈交之僱主填報之薪酬及退休金報稅表（「報稅表」）。
   the Customer's preparation of the Employer's Return of Remuneration and Pensions (the "Returns") to be filed with the Inland Revenue Department ("IRD").

客戶謹承認、接受、同意及承諾以下各項：
The Customer hereby acknowledges, accepts, agrees and undertakes as follows:

1. 全套軟件、當中所載程式及與之有關之權益乃屬於及在任何時間均屬於銀行之獨有財產，客戶：
   The Package, the software programme contained therein and any rights relating thereto is and shall remain at all times the sole property of the Bank and the Customer shall:

   (a) 不會獲取與全套軟件有關之所有權或任何權利，惟客戶可按本章則明文規定使用全套軟件；
   acquire no title or any rights whatsoever in relation to the Package except that the Customer may use the Package as expressly provided herein;

   (b) 將妥為保管全套軟件，並只供客戶之高級人員或僱員根據本章則第1 項條文之規定使用；
   keep the Package safe in the Customer's custody and restrict access to those of the Customer's officers or employees who need to use it and shall comply with this paragraph 1;

   (c) 未經銀行准許，不會將全套軟件（或其中任何部份）作編製資料以外之用途，或於香港特別行政區以外之地區使用；
   not allow the Package (or any part thereof) to be used without the permission of the Bank for any purpose other than the preparation of Information or in any place other than the Hong Kong Special Administrative Region ("HKSAR");

   (d) 未得銀行同意，不會將全套軟件（或其中任何部份）作任何形式之複印、複製、修訂、改動、倒序組裝、倒序彙編或向任何未經授權人士披露；
   not allow the Package (or any part thereof) to be copied, reproduced, amended, modified, reverse assembled, reverse compiled or disclosed to any unauthorised person in any manner without the consent of the Bank;

   (e) 只會根據銀行就全套軟件發出之使用手冊或指南使用全套軟件，並採納由銀行就此而提供之更新、修訂、補充及更換；
   use the Package only in accordance with any manuals or guides issued by the Bank in relation to the Package and adopt up-dates, revisions, supplements and replacements as and when provided by the Bank;

   (f) 在銀行提出要求時，無條件及立即將全套軟件（及其任何複製本及副本）退還予銀行；
   return the Package (and any reproductions or copies thereof) to the Bank unconditionally and immediately on the request of the Bank;

   (g) 就全套軟件（或其中任何部份）之任何損壞或滅失、被竊或未經授權取得或使用，立即向銀行報告；
   report any damage to or loss, theft or unauthorised access to or use of the Package (or any part thereof) to the Bank immediately;

   (h) 確認全套軟件（或其中任何部份）乃以原樣提供予客戶而不會作任何明示或暗示之保證或陳述，尤其為並無就全套軟件（或其中任何部份）並非侵犯權利、保密、準確度、適用於個別目的之程度或全套軟件（或其中任何部份）內不含有電腦病毒作出保證或陳述；及
   acknowledge that the Package (or any part thereof) are provided to the Customer "as is" without warranty or representation of any kind, express or implied. In particular, no warranty or representation regarding non-infringement, security, accuracy, fitness for a particular purpose or freedom from computer virus, Trojan horses, worms, software bombs or similar items is given in conjunction with the Package (or any part thereof); and

   (i) 同意接受規限全套軟件〔或其任何部份〕的任何終端使用者授權合約的條款所約束。
   agree to be bound by the terms and conditions of any end-user license agreement governing any part of the Package.

2. 自動轉賬服務乃以數字形式作基礎之系統，銀行並無責任覆核資料所提供之任何戶口持有人/收款人之姓名乃與銀行之紀錄相符，客戶並確認及同意倘銀行從與資料所提供相同編號之賬戶存入或支取款項，即構成銀行已妥當及完整地執行資料。
   The Services are numerically based systems and the Bank shall not be responsible to check that the name of any account holder/beneficiary (as provided in the Information) is identical to the name of any account holder in the Bank's records. The Customer confirms and agrees that a transfer to or from (as the case may be) an account having the same number as that given in the Information shall constitute good and complete compliance by the Bank with the Information.

3. 客戶須對任何資料之準確性及完整性自行負責，銀行無責任覆核資料，並不須對客戶因資料錯誤或遺漏而引起之任何索償或損失負任何責任。
   The Customer is solely responsible for the accuracy and completeness of any Information and the Bank shall not be responsible to check or verify the same and that the Bank shall not be liable for any losses or damages suffered by the Customer arising from any inaccuracies or omissions of any Information.

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4. 客戶現要求銀行將客戶輸入之付款資料及賬單詳細資料提供予收款人〔下稱「恒生轉賬服務」〕。客戶承諾通知收款人，銀行會於收到客戶輸入之上述資料後提供予收款人。客戶承認須對其輸入之資料之準確性及完整性自行負責，銀行無責任對有關資料予以核證，並不須對客戶或收款人就關資料輸入錯誤或遺漏而引致之任何索償或損失負任何責任。銀行因接受客戶要求提供恒生轉賬易服務而引致銀行所承受的一切索償或損失，客戶同意向銀行賠償承擔。
The Customer hereby requests the Bank to provide to the payee information of payment and invoice details input by the Customer (the "Hang Seng Autopay Service"). The Customer undertakes to inform the payee that the Bank will provide such information to the payee subsequent to the Bank's receipt of the same from the Customer. The Customer agrees that it is solely responsible for the accuracy and completeness of any such information and the Bank shall not be responsible to check or verify the same and shall not be liable for any losses or damages suffered by the Customer or the payee arising from any inaccuracies or omissions of any Information. The Customer agrees to indemnify the Bank for any losses or damages suffered by the Bank arising from the Bank accepting and acting upon the Customer's request to provide Hang Seng Autopay Service.

5. 客戶明白如客戶在申請自動轉賬服務時所提供的任何資料（例如通訊地址、收件人、電郵地址等）有所變更，客戶須立即就變更通知本行。
The Customer understands that in case of change of any information provided by the Customer in its application for the Services (e.g. correspondence address, recipient, email address etc), the Customer has to advise the Bank of such changes forthwith.

6. 客戶須根據良好之電腦應用守則確保其電腦及通訊設備之保安，銀行對此並不負責。
The Customer is responsible for ensuring the security of its own computing and communication equipment in accordance with good computer practice and the Bank accepts no responsibility or liability thereof.

7. 銀行於交付全套軟件時，已就全套軟件可作為以電腦化形式呈交報稅而取得稅務局之批准：
Whilst the Bank has, at the date of delivery of the Package, obtained approval from the IRD to the Package as a format for submitting Returns in computerised format:

(a) 如稅務局日後以任何理由拒絕接受以全套軟件編製之報稅資料，銀行將毋須負責；
the Bank does not assume any responsibility whatsoever in relation to any refusal by the IRD after such date to accept for any reason Returns prepared with the Package;

(b) 如因適用法例改變致全套軟件須作出修改，則銀行會盡力於合理時間內修訂全套軟件及取得稅務局之批准，以便向客戶提供已修訂之全套軟件，使能完成遞交稅務局報稅資料，銀行不會對客戶繼續使用全套軟件負責，亦不會就延誤將修訂之軟件交付客戶而導致客戶有任何損失或損害，包括客戶未能遞交其報稅資料負任何責任；及
following changes to any applicable legislation which would require amendments to the Package, the Bank will use its best endeavours to revise the Package and secure approval from the IRD in a reasonable time to provide the Customer with a revised Package so that the Customer can complete its Returns, the Bank does not accept any responsibility or liability for the continued use by the Customer of the Package or for any loss or damage to the Customer as a result of any delay in delivery to the Customer of a revised Package including any failure by the Customer to submit its Returns; and

(c) 客戶在任何時間均須自行負責編製及呈交稅局報稅資料，銀行對此並不負任何責任。
the Customer remains responsible at all times for preparing and submitting its Returns and the Bank does not have any responsibility whatsoever in this regard.

8. 客戶向銀行保證及聲明任何資料均不含有電腦病毒。如因資料帶有電腦病毒以致銀行延遲處理或未能處理客戶之資料，銀行毋須負任何責任。
The Customer warrants and represents to the Bank that any Information will be virus-free and accepts that the Bank does not have any responsibility or liability for any delay or inability to process the Information as a result of any virus.

9. 客戶接納以線上傳輸方式遞交予銀行的資料有可能因被入侵、損壞、遺失、延誤或存有電腦病毒而不能保證安全送達或沒有錯誤。客戶確認及接受若任何經由線上傳輸傳送遞交予銀行的資料有任何錯誤、遺漏、遺失、延誤或未能傳達或接收，銀行不須對此承擔任何責任。
The Customer accepts that Information sent to the Bank via on-line transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. The Customer acknowledges and accepts that the Bank does not have any liability for any errors or omissions in, loss or late or failure of arrival or receipt of, any Information transmitted via on-line transmission.

10. 客戶接受若任何經由非銀行提供的線上傳輸或其他互聯網渠道 （「第三者設備」）遞交予銀行的資料有任何錯誤、遺漏、遺失、延誤或未能傳達或接收，銀行概不承擔責任或接受任何責任。銀行將無法核實提供資料的人的身份及是否已獲授權，或經由第三者設備所傳遞的資料的真實性。客戶同意銀行可執行其合理相信經第三者設備傳送的資料。
The Customer accepts that the Bank is not responsible and does not have any liability for any errors or omissions in, loss or late or failure of arrival or receipt of, any Information delivered to the Bank via or from any on-line submission facility or other internet channels not provided by the Bank ("Third Party Facility").The Bank will not be able to verify the identity or authority of the person giving such Information or the authenticity of such Information transmitted via the Third Party Facility. The Customer agrees that the Bank may act on the Information reasonably believed by the Bank to have been transmitted via the Third Party Facility.

11. 如客戶使用非由銀行提供的任何軟件程式（「第三者軟件」）來編制資料，及／或經或從任何第三者設備將資料遞交給銀行：
If the Customer is preparing any Information by the use of any software programme not provided by the Bank ("Third Party Software") and/or is delivering to the Bank any Information via or from any Third Party Facility:

(a) 客戶接受只使用銀行不時接受的第三者軟件及／或第三者設備（「第三者服務」），且銀行有權隨時拒絕接受任何第三者服務而毋需通知或提供理由予客戶或得到客戶同意；
the Customer accepts that the Customer shall only use such Third Party Software and/or Third Party Facility ("Third Party Services") as are acceptable to the Bank from time to time and the Bank shall be entitled to refuse to accept any Third Party Services at any time without any notice to, reason or consent from the Customer;

(b) 客戶進一步接受，銀行毋須承擔任何因客戶使用第三者服務所引致的任何損失、損害或費用或由此而蒙受之損失、損害或費用負任何責任，客戶須自行負責向第三者服務的服務提供者申請第三者服務，並須對第三者服務之使用、暫停或終止而所引起或與此有關之一切後果負上全部責任；及
the Customer further accepts that the Bank is not responsible and does not accept any liability for any losses, damages or expenses or consequential losses, damages or expenses suffered or incurred by the Customer in connection with the Third Party Services, and the Customer is solely responsible for subscribing for the Third Party Services from the service providers of the Third Party Services and shall be fully liable and responsible for all consequences arising from or in connection with the use, suspension or termination of the Third Party Services; and

(c) 客戶聲明及保證客戶有全權使用第三者服務。
the Customer represents and warrants that the Customer has the full right to use the Third Party Services.

12. 銀行將於客戶指定之過數日執行資料，惟銀行不會對任何延誤執行資料或因資料不清楚或不完整而未能執行，或客戶未能於銀行不時指定之截數日期前遞交資料而引致客戶之任何損失、損害或費用或由此而蒙受之損失、損害或費用負任何責任。如過數日期為非結算日，則下一結算日將被視為過數日期。
The Bank shall act on any Information on the value date specified by the Customer but shall not be liable for any losses, damages or expenses or consequential losses, damages or expenses suffered or incurred by the Customer by virtue of any delay in acting on any Information or for any inability to act as a result of any Information being unclear or incomplete or the Customer having failed to submit the Information by the cut-off time specified by the Bank from time to time. If the value date falls on a non-clearing day, the next clearing day will be treated as the value date.

13. 銀行會於資料指定之過數日之營業時間前執行資料。倘屆時戶口之結餘不足以支付轉賬，或因轉賬而出現或增加之透支超逾銀行可接受之水平，則銀行亦可以（但非必須）執行任何資料。如銀行在此情況下延誤或拒絕執行資料將毋須負責，而客戶須對銀行在此情況下執行資料而產生之透支或對銀行之欠款負責。
The Bank will act on any Information before opening of business on the value date specified by the Customer. The Bank is not obliged to, but may act on any Information if, at that time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to the Bank. The Bank is not responsible or liable for any delay or refusal to act on any Information in such circumstances and the Customer is liable for any resulting overdraft or amount owed to the Bank as a result of the Bank acting on any Information in such circumstances.

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14. 銀行在客戶指定的過數日之後，或認為未有足夠時間執行，可毋須接受任何取消或更改。
The Bank shall not be obliged to accept any cancellation or variation of any Information after the value date specified by the Customer or if it considers it has insufficient time to act.

15. 客戶聲明及保證已就任何自動收款指示作出一切所需安排，銀行可接受、協議解決或拒絕由任何戶口持有人因進行收款而令其賬戶被支取款項，而對銀行提出之一切索償要求，銀行並有權決定可從客戶戶口，扣取該等索償或協議涉及之數額。
The Customer represents and warrants that all necessary arrangements have been made in respect of any AutoCollect instructions and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Account with the Bank with the amount of any claim admitted or compromised as the Bank shall in its discretion decide.

16. 為使銀行能提供自動轉賬服務，客戶聲明及保證已就轉移及披露個人資料，取得任何其戶口持有人/收款人之同意。
The Customer represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the Services.

17. 客戶將就銀行因接受及執行客戶所編製之資料，或客戶違反當中任何條款、聲明或保證，或下述第18項條文所指服務之條款及條件而直接或間接引致或與此有關之任何法律行動、訴訟、法律責任、索償、損失、損害、費用及開支作出賠償。
The Customer shall hold the Bank harmless and indemnified against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with the Bank accepting and acting upon the Information or with any breach by the Customer of any terms, representations or warranties herein or any terms and conditions applicable to the services referred to in paragraph 18 below.

18. 本章則之條款及條件不影響而且附加於客戶就使用自動轉賬服務、全套軟件、客戶賬戶、人民幣服務、恒生HSBCnet服務、恒生商業e-Banking及/或銀行核准之其他服務或渠道而已訂立或將訂立之任何其他文件所載之條款及條件。客戶明瞭如透過恒生HSBCnet服務、恒生商業e-Banking或銀行核准之其他服務或渠道傳送資料，客戶須根據恒生HSBCnet服務、恒生商業e-Banking或銀行核准之其他服務或渠道之條款及條件申請使用該等服務或渠道，惟本章則之所有條款及條件亦將一併適用。
The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which the Customer has entered into or will be entering into regarding the Services, the Package, the Customer's account(s), the RMB services, Hang Seng HSBCnet Services, Hang Seng Business e-Banking Services and/or other services or channels approved by the Bank. The Customer understands that in case of transmission of the Information via Hang Seng HSBCnet Services, Hang Seng Business e-Banking Services or other services or channels approved by the Bank, the Customer must subscribe for Hang Seng HSBCnet Services, Hang Seng Business e-Banking Services or other services or channels approved by the Bank on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly.

19. 客戶茲授權銀行可就自動轉賬服務並根據其不時公佈之收費率，從客戶賬戶中支取任何費用。如該費用涉及將某種貨幣兌換為另一種貨幣，該兌換將根據銀行決定為有關外匯市場當時通行的兌換率而進行，而該決定為最終決定及對客戶具有約束力。
The Customer hereby authorises the Bank to debit its account with any charges in respect of the Services in accordance with the rates published by the Bank from time to time, and if such debit requires the conversion of one currency into another, such conversion shall be effected at the exchange rate which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, and such determination shall be conclusive and binding on the Customer.

20. 銀行可向客戶發出七天之事先書面通知而隨時終止任何自動轉賬服務。銀行亦可隨時撤回自動轉賬服務或全套軟件或當中任何部份或其他銀行已經核准之服務或渠道。倘客戶沒有使用自動轉賬服務超過一年，則銀行可毋須通知客戶而終止提供自動轉賬服務予該客戶。
The Bank may terminate any of the Services at any time by giving 7 days' prior notice in writing to the Customer and may withdraw at any time any of the Services or the Package or part thereof or any of the services or channels approved by the Bank. If the Customer has not been using the Services for over one year, the Bank may terminate the Services without notice to the Customer.

21. 銀行可於向客戶發出三十天事先通知而對本章則予以修訂，通知形式可為展示、廣告或其他銀行認為合適之方式。如客戶仍繼續使用自動轉賬服務，則該等修訂將對客戶具有約束力。
The Bank may revise these terms and conditions at any time on giving 30 days' prior notice to the Customer (which may be given by display, advertisement or any other means as the Bank shall think fit) and shall be binding on the Customer if the Customer continues to use the Services.

22. 即使上述第20及21項條文另有所述，(i) 銀行保留權利隨時增補應用於自動轉賬服務之額外條款及條件、終止提供自動轉賬服務，或從客戶戶口作轉賬或兌換款項，以便符合銀行與清算行或境內代理銀行之協議及不時適用之任何法律、規定、法令，或任何在世界各地 （包括但不限於香港及中華人民共和國） 監管機關、政府機構、清算或結算行或交易機構或專業機構發佈之任何 （不論是否具有法律效力） 規則、指示、指引、守則、通知、限制或類似規定 （「適用規定」），並毋須事先通知(適用規定另有要求除外)；及(ii) 銀行有權拒絕或隨時終止向客戶提供任何自動轉賬服務 (包括但不限於拒絕在客戶戶口作轉賬或還原已作轉賬之款項)，並毋須事先通知(適用規定另有要求除外)或給予任何理由。
Notwithstanding Clauses 20 and 21 above, (i) the Bank reserves the right to introduce additional terms and conditions applicable to the Services, terminate the provision of any Services, transfer or convert any amount in the Account in order to comply with the Bank's agreement with the clearing bank or domestic agent bank and any law, regulation or order, or any rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the People's Republic of China) applicable from time to time (collectively the "Applicable Regulations") without prior notice except as may be otherwise required in the Applicable Regulations; and (ii) the Bank shall have the right to refuse or at any time terminate the provision of any Services to the Customer (including without limitation, to decline any transfer or revert any transfer of any sum that has been effected from or to the Account) without prior notice (except as may be otherwise required in the Applicable Regulations) and without giving any reasons.

23. 客戶同意獲得授權操作客戶戶口（根據其不時給予銀行之開戶書之規定）之人士，已獲得授權可代表客戶就履行自動轉賬服務而向銀行發出指示。
The Customer agrees that the person(s) authorised by the Customer to operate the Account pursuant to the account mandate from time to time given to the Bank by the Customer is/are authorised to give instructions with respect to the Services to the Bank on behalf of the Customer.

24. 通訊可採用專人交付、郵寄、傳真、電傳、透過恒生商業e-Banking、恒生HSBCnet服務或電郵等方式作出，如屬專人交付，則於面交或留置於閣下最後通知本行之地址時即視作由客戶或收款人收悉（視情況而定）；如屬郵寄，如地址位於香港特別行政區則於郵寄後48小時視為送達，如地址位於香港特別行政區以外則於郵寄後七天視作由客戶收悉；如以傳真、電傳或電郵傳送，則於傳送往客戶最後通知本行之傳真或電傳號碼或電郵地址後視作即時由客戶收悉。由客戶傳送本行之通訊，將於本行實際收悉之日視作已交付本行。
Communications delivered personally, sent by post, facsimile transmission, telex, through Hang Seng Business e-Banking, Hang Seng HSBCnet Services or e-mail shall be deemed to have been received by the Customer or the payee (as the case may be) (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer, (where sent by post) 48 hours after posting if such address is in HKSAR and seven days after posting if such address is outside the HKSAR or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer. Communications sent by the Customer shall be treated as delivered to us on the day of actual receipt.

25. 本章則須受香港特別行政區法律管轄，並須按其詮釋。
These terms and conditions are governed by, and shall be construed in accordance with, the laws of the HKSAR.

26. 本章則之英文本與中文譯本文義如有歧異，概以英文本為準。
In case of discrepancies between the English and Chinese versions, the English version shall prevail.

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