



恒生銀行

HANG SENG BANK

## TERMS AND CONDITIONS FOR PHONE BANKING AND ATM SERVICES TO NON-PERSONAL CUSTOMERS

You must read these Terms and Conditions carefully before using the Services. Any use of the Services by any of the Authorised Persons shall constitute acceptance of these Terms and Conditions by the Customer and that Authorised Person and the Customer and all Authorised Persons shall be bound by these Terms and Conditions.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires : -

“**ATM**” means any automated teller machine, automated cash dispenser or other electronic data transmission terminals or point of sales terminals (whether inside or outside the HKSAR) from time to time announced by the Bank;

“**Card PIN**” means the personal identification number established for each Authorised Hang Seng Cardholder from time to time for the purpose of identifying him in giving Instructions through an ATM;

“**Additional Account**” means any account (of whatever nature in Hong Kong dollars or such other currency as the Bank may specify from time to time) maintained with the Bank in the name of the Customer and designated by the Customer from time to time for the purpose of the ATM services and includes the Primary Account;

“**Authorised Hang Seng Cardholder**” means any individual authorised by the Customer to be issued with a Hang Seng Card for the purposes of, among other things, operating the Additional Accounts;

“**Authorised Person**” means any Authorised Hang Seng Cardholder and/or Authorised Phone Banking User;

“**Authorised Phone Banking User**” means any individual authorised by the Customer to operate the Designated Transferor Accounts by giving Telephone Instructions;

“**Bank**” means Hang Seng Bank Limited and its successors and assigns;

“**Customer**” means any corporation, sole proprietorship, partnership, statutory body or authority to which the Bank provides the Services and, in the case of a sole proprietorship, means the sole proprietor and, in the case of a partnership, means each of the present and future partners of the partnership; and includes, in the case of a corporation, its lawful successor and, in the case of a sole proprietorship or a partnership, any personal representative and lawful successor of the sole proprietor or each partner;

“**Designated Transferee Account**” means any account (of whatever nature in Hong Kong dollars or such other currency as the Bank may specify from time to time) whether in the name of the Customer, any Authorised Person or otherwise and designated by the Customer for the purpose of receiving deposit of funds through the use of the phone banking services and includes the Primary Account;

“**Designated Transferor Account**” means any account (of whatever nature in Hong Kong dollars or such other currency as the Bank may specify from time to time) maintained with the Bank in the name of the Customer and designated by the Customer from time to time for the purpose of making withdrawal of funds through the use of the phone banking services and includes the Primary Account;

“**HKSAR**” means the Hong Kong Special Administrative Region;

“**Hang Seng Card**” means a debit card (and not a credit card) issued by the Bank to enable the cardholder to obtain and access services through an ATM;

“**Instruction**” means any instruction given to the Bank in relation to the Services and includes any Telephone Instruction and any instruction given through an ATM by the use of a Hang Seng Card, in each case subject to any applicable minimum and/or maximum amounts as the Bank may from time to time prescribe;

“**Non-designated Account**” means any account which has not been pre-designated by the Customer (whether in the name of the Customer, any Authorised Person or any other person);

“**person**” includes an individual, firm, company, corporation and an unincorporated body of persons;

“**Phone PIN**” means the personal identification number established for each Authorised Phone Banking User from time to time for the purpose of identifying him in giving Telephone Instructions;

“**Primary Account**” means any account (of whatever nature in Hong Kong dollars or such other currency as the Bank may specify from time to time) maintained with the Bank in the name of the Customer and designated by the Customer for the time being to be the primary account for the purpose of the Services;

“**Services**” means the phone banking services and/or the ATM services from time to time provided by the Bank subject to these Terms and Conditions and more particularly described in Clause 2;

“**Telephone Instruction**” means any instruction given to the Bank in such manner as the Bank may prescribe from time to time, directly or through any telecommunication company, network, equipment, device or intermediary (mechanical, electronic or otherwise) by the use of telephone (including, without limitation, mobile or wireless phone) operated by voice and/or other means; and

“**Transaction**” means any transfer, withdrawal, transaction or dealing effected by the Bank pursuant to or as a result of an Instruction.

1.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.

1.3 Clause headings shall be ignored in the interpretation of these Terms and Conditions.

### 2. The Services

2.1 The Services enable the Authorised Persons to perform the following activities (as the Bank may offer from time to time) by using the phone banking services and/or the ATM services : -

- (a) enquiry on rates and prices such as deposit interest rates, borrowing interest rates, exchange rates and gold prices;
- (b) enquiry on the balance of the Designated Transferor Accounts, the Additional Accounts and/or any other accounts designated by the Customer with the agreement of the Bank;
- (c) check the activities of the Designated Transferor Accounts, the nature and type of activities to be prescribed by the Bank from time to time;
- (d) transfer of funds from the Designated Transferor Accounts to the Designated Transferee Accounts and/or (subject to further agreement of the Bank and the Customer) to Non-designated Accounts by using the phone banking services and transfer of funds amongst the Additional Accounts and/or to Non-designated Accounts and non-designated persons by using the ATM services, in each case subject to any applicable pre-defined transfer limit;
- (e) withdrawal of funds from the Designated Transferor Accounts and/or the Additional Accounts, in each case subject to any applicable pre-defined withdrawal limit;

- (f) request for cheque books and/or account statements in relation to the Designated Transferor Accounts, the Additional Accounts and/or any other accounts designated by the Customer with the agreement of the Bank; and
  - (g) such other banking, investment and/or other activities which the Bank may make available from time to time.
- 2.2 Notwithstanding any provision in these Terms and Conditions, the Bank has the right to determine from time to time the scope of the Services to be made available. The Bank may expand, modify or reduce the scope of the Services at any time without giving notice of reason.
- 2.3 The Bank has the right to impose and vary any restrictions on the use of the Services including, without limitation, prescribing minimum and maximum daily limits with respect to the amount of any transaction or any type of transactions which the Authorised Persons may conduct by using the Services.
- 2.4 The Bank has the right to prescribe and change the normal service hours during which the Services are available and any daily cut-off time for any type of instructions or transactions. Any Instruction received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of the relevant markets which may be operating in different time-zones.
3. **Authorised Persons and Accounts**
- 3.1 Only Authorised Phone Banking Users are allowed to use the phone banking services and only Authorised Hang Seng Cardholders are allowed to use the ATM services.
- 3.2 The Customer shall specify Designated Transferor Accounts, Designated Transferee Accounts and Additional Accounts in respect of each Authorised Person. Each Authorised Person is allowed to give Instructions only in relation to the Designated Transferor Accounts, the Designated Transferee Accounts and the Additional Accounts specified for him. For the avoidance of doubt, the Primary Account shall automatically be a Designated Transferor Account, a Designated Transferee Account and an Additional Account without specific designation by the Customer.
- 3.3 Under the phone banking services, withdrawals and/or outward transfers of funds may only be made from the Designated Transferor Accounts and deposits and/or inward transfers of funds may be made to the Designated Transferee Accounts and (subject to further agreement of the Bank and the Customer) to Non-designated Accounts. Under the ATM services, funds may be deposited in, withdrawn from and/or transferred amongst the Additional Accounts, and may also be transferred to Non-designated Accounts and/or non-designated persons.
- 3.4 The Customer shall comply with such procedures for specifying Authorised Persons, Designated Transferor Accounts, Designated Transferee Accounts and Additional Accounts as the Bank may prescribe from time to time.
4. **Phone PIN and Card PIN**
- The Bank shall assign a Phone PIN to each Authorised Phone Banking User and a Card PIN to each Authorised Hang Seng Cardholder. Each Authorised Person may change his Phone PIN and/or Card PIN at any time with the agreement of the Bank and any changed Phone PIN and/or Card PIN shall only be effective if accepted by the Bank.
5. **Hang Seng Cards**
- 5.1 All Hang Seng Cards are the property of the Bank and shall be returned to the Bank immediately upon request.
- 5.2 Each Hang Seng Card is not transferable and shall only be used exclusively by the Authorised Hang Seng Cardholder to whom it is issued. Unless otherwise announced by the Bank, cash and/or cheques may be deposited in the Additional Accounts by use of a Hang Seng Card subject to the following : -
- (a) any cash and/or cheque so deposited shall not be treated as having been received by the Bank until after the Bank's verification (such verification may not take place on the day of deposit) and, subject to verification, the Bank is entitled not to credit the same to the relevant account which means that the funds will not be available for use;
  - (b) the advice issued by an ATM or by the Bank by any other means in respect of the acceptance of any such deposit represents only what has purportedly been deposited in the relevant account by the use of the Hang Seng Card and shall in no way bind the Bank to its correctness; and
  - (c) any deposit shall only be treated as having been received by the Bank upon the Bank's duly crediting the cash into the relevant account or (in the case of a cheque deposit) upon crediting the cheque into the relevant account subject to such cheque being duly honoured and paid.
- 5.3 The Bank may, at its discretion and upon such terms and conditions (including, without limitation, payment of a reasonable fee) it may prescribe, issue a replacement Hang Seng Card in case any Hang Seng Card is damaged, lost or stolen at the request of either the relevant Authorised Hang Seng Cardholder or the Customer by telephone or in such other manner as the Bank may from time to time prescribe. The Bank is authorised to debit any fee for issuing a replacement Hang Seng Card from any account of the Customer or the relevant Authorised Person.
- 5.4 The Bank shall not be liable for the refusal of any merchant to accept or honour the Hang Seng Card nor shall the Bank be responsible for the goods and/or services supplied by it.
6. **Instructions**
- 6.1 Each Authorised Person is required to quote his Phone PIN, his Card PIN and such other details as the Bank may require in giving Telephone Instructions or (as the case may be) Instructions through an ATM.
- 6.2 The Bank will only act on an Instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- 6.3 The Customer and each Authorised Person irrevocably authorise the Bank to effect debits and credits with the relevant accounts in accordance with Instructions. The Customer shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Transferor Account or Additional Account for the purpose of any Instructions. The bank shall not be liable for any consequence arising from or in connection with any Instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any Instructions notwithstanding such insufficiency without prior approval from or notice to the Customer and the Customer shall be fully responsible for any overdraft, advance or debit created as a result.
- 6.4 All Transactions effected by the Bank for the Customer and any Authorised Person pursuant to an Instruction shall be binding on the Customer and such Authorised Person in all respects and the liabilities and obligations of the Customer and each Authorised Person under these Terms and Conditions are joint and several.
- 6.5 Any Instruction given by quoting the Phone PIN or (as the case may be) the Card PIN of any Authorised Person, once given, may not be rescinded or withdrawn without the written consent of the Bank. All Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer and the relevant Authorised Person whether given by such Authorised Person or by any other person purporting to be such Authorised Person. Other than verifying the Phone PIN or (as the case may be) the Card PIN, the Bank shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of any Instruction.
- 6.6 The Bank's records in relation to any Transaction and any use of the Services shall in all respects be conclusively binding on the Customer and the relevant Authorised Person unless and until the contrary is established.
- 6.7 The Bank shall be entitled to prescribe from time to time the telephone number through which Telephone Instructions must be directed.
- 6.8 The Bank shall be entitled to effect any payment and to require the Customer or any Authorised Person to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be

effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer and the relevant Authorised Person.

#### **7. Loss of PINs and/or Hang Seng Cards**

- 7.1 Each Authorised Person and the Customer shall act in good faith, exercise reasonable care and diligence in keeping his Phone PIN and/or Card PIN in secrecy and safe-keeping his Hang Seng Card. At no time and under no circumstances shall any Authorised Person or the Customer disclose his Phone PIN or Card PIN to any person.
- 7.2 Each Authorised Person and the Customer shall be fully responsible for any accidental or unauthorised disclosure of his Phone PIN and/or Card PIN to any person or unauthorised use of his Hang Seng Card and shall bear the risks of his Phone PIN, Card PIN and/or Hang Seng Card being used by unauthorised persons or for unauthorised purposes.
- 7.3 Upon notice or suspicion of his Phone PIN and/or Card PIN being disclosed to any unauthorised person or any unauthorised Instruction being given or in case of loss or theft of his Hang Seng Card, either such Authorised Person or the Customer shall notify the Bank immediately by telephone or in such other manner as the Bank may from time to time prescribe. Any such notification, once given, may not be cancelled or withdrawn unless the Bank otherwise agrees. Separate arrangements have to be made by the Customer and/or the relevant Authorised Person with the Bank to re-activate the Services.
- 7.4 Provided that the relevant Authorised Person and the Customer have acted in good faith and complied with Clause 7.3, such Authorised Person and the Customer shall not be liable for any Transactions effected after the Bank has actually received the notice referred to in Clause 7.3. However, they shall remain liable for all Transactions whether or not authorised by them prior to the Bank's actual receipt of such notice.

#### **8. Acknowledgments, Warranties and Undertakings**

- 8.1 The Customer and each Authorised Person shall, at the request of the Bank, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Services and the performance, exercise and preservation of its obligations, powers and rights under these Terms and Conditions.
- 8.2 The Customer acknowledges that any Authorised Person may give Instructions to withdraw and/or transfer funds from the Designated Transferor Accounts and/or the Additional Accounts for his own use and benefit (including, without limitation, by transferring funds to Non-designated Accounts by using the ATM services and (if so authorised by the Customer) the phone banking services). The Customer authorises the Bank to carry out such Instructions in accordance with these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any Instructions.
- 8.3 It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorised Persons, the Designated Transferor Accounts, the Designated Transferee Accounts and the Additional Accounts, and to adopt proper safeguards against the Services being used by unauthorised persons or for unauthorised purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which any Authorised Person may debit, withdraw or transfer from the Designated Transferor Accounts and the Additional Accounts.
- 8.4 By designating any Designated Account, Additional Account or other account referred to in Clauses 2.1(b) or 2.1(f) for any Authorised Person, the Customer authorises such Authorised Person to operate singly such account by using the Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this Clause 8.4.
- 8.5 The Customer and each Authorised Person acknowledge that any interest rate, exchange rate and other prices and information quoted by the Bank in response to an inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant Transaction shall be binding on the Customer and the relevant Authorised Person upon their acceptance irrespective of any different rate, price or information quoted by the Bank.
- 8.6 The Customer and each Authorised Person irrevocably authorise the Bank to disclose, in strict confidence, to other banks and/or entities such information concerning the Customer, such Authorised Person and their respective accounts, as may be necessary or required for the processing of any Transaction through the use of his Hang Seng Card.
- 8.7 The Customer warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative action has been taken to authorise acceptance of these Terms and Conditions, performance of its obligations and use of the Services. The Customer further warrants that such acceptance, performance and use shall not contravene or conflict with any provision of its constitutional documents.
- 8.8 The Services shall be provided subject to these Terms and Conditions and all other terms and conditions applicable from time to time in connection with the relevant accounts. Such other terms and conditions shall apply as if they were expressly extended to the Transactions and the use of the Services. However, where there is any discrepancy between these Terms and Conditions and such other terms and conditions, these Terms and Conditions shall prevail for the purposes of the Services.
- 8.9 Where the Customer comprises more than one person, then under these Terms and Conditions : -
  - (a) the liability and obligations of each Customer are joint and several;
  - (b) each Customer shall be bound by these Terms and Conditions even though any other Customer or any other person intended to be bound is not;
  - (c) the Bank shall be entitled to deal separately with any Customer on any matter, including the discharge of the liability of that Customer to any extent, without affecting the liability of any other Customer; and
  - (d) no Customer shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another Customer.

#### **9. Fees**

- 9.1 The Bank reserves the right to charge for the Services, revise any existing fee and to charge additional fees from time to time. The Bank shall notify the Customer of the rate of any fee and any revision from time to time and such fee or revision shall be binding on the Customer if the Customer continues to maintain the Services after the effective date.
- 9.2 The Bank shall collect the fees from the Customer in such manner and at such intervals as may be agreed between the Bank and the Customer from time to time.
- 9.3 Paid fees are not refundable except otherwise specified by the Bank.
- 9.4 The Bank's records of any fee or other amount outstanding from the Customer to the Bank shall be conclusive and binding on the Customer unless and until the contrary has been established.

#### **10. Restriction of Liabilities**

- 10.1 Unless due to the gross negligence or wilful default of the Bank or its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant Transaction (whichever is less), the Bank does not assume any liability or responsibility to the Customer, any Authorised Person or any other person for the consequences arising from or in connection with : -
  - (a) use of and/or access to the Services by any Authorised Person or any other person whether or not authorised;
  - (b) any interruption, suspension, delay, loss, mutilation or other failure in the transmission of Instructions howsoever caused;
  - (c) the Bank's inability to execute any Instructions due to prevailing market conditions, or the manner and timing of executing any Instructions; or

(d) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Services.

10.2 In no event shall the Bank be liable to the Customer, any Authorised Person or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

**11. Indemnity**

The Customer and each Authorised Person shall jointly and severally indemnify the Bank and its officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services or the performance, exercise or preservation of the Bank's obligations, powers and rights under these Terms and Conditions, unless due to the gross negligence or wilful default of the Bank or any of its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

**12. Termination of Services**

12.1 The Bank may, at any time, without giving notice or reason suspend or terminate either or both of the Services.

12.2 Without prejudice to the generality of Clause 12.1, the Bank may terminate the use either or both of the Services by all or any of Authorised Persons immediately at any time by giving written notice to the Customer and such Authorised Person for any reason including, without limitation :-

(a) failure of the Customer to pay any fee or other amount due under these Terms and Conditions or the payment arrangement designated by the Customer becoming ineffective;

(b) breach by the Customer or such Authorised Person of any other provisions of these Terms and Conditions and failure, in the case of a remedial breach, to remedy the breach within seven days after receiving written notice from the Bank specifying the breach and requiring the breach to be remedied.

12.3 The Customer may terminate the use of either or both of the Services by all or any of the Authorised Persons at any time by giving to the Bank not less than 3 days' prior written notice in such form as the Bank may prescribe from time to time provided that the Bank may at its discretion act on any oral notice purportedly given by or on behalf of the Customer and any action so taken by the Bank shall not render it liable to the Customer or the relevant Authorised Person. Any notice relating to the termination of use of the ATM services by any Authorised Person shall be accompanied by the relevant Hang Seng Card. All return Hang Seng Cards must be cut.

12.4 All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services by any of the Authorised Persons shall remain in full force and effect after suspension or termination including, without limitation, Clauses 6.4, 8, 10 and 11. Notwithstanding such suspension or termination, the Customer and the Authorised Persons shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer and/or the Authorised Persons which remain to be performed or discharged.

**13. Set-off and Lien**

13.1 The Bank may, at any time and without notice, apply any credit balance in any currency on any account of the Customer and any account of each Authorised Person, whether in the name of the Customer or such Authorised Person or in the names of the Customer or such Authorised Person and any other person, in or towards satisfaction of any indebtedness owed by the Customer or such Authorised Person to the Bank under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by the Customer or such Authorised Person or by the Customer or such Authorised Person and any other person.

13.2 The Bank shall be entitled to exercise a lien over all property of the Customer and each Authorised Person which is in the possession or control of the Bank for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to sell such property to satisfy such indebtedness owed by the Customer and such Authorised Person to the Bank.

**14. Amendments**

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank's notice which may be given by such means as the Bank thinks fit, and shall be binding on the Customer and the Authorised Persons if they continue to maintain or use the Services after the effective date of variation.

**15. Tape Recording**

The Bank may (but shall not be obliged to), and the Customer and each Authorised Person expressly authorise the Bank to, record by tape or other means all Instructions and all other verbal communications (by telephone or otherwise) between any Authorised Person and the Bank in connection with the Services (collectively, "Verbal Communications"). The Customer and each Authorised Person expressly agree that if a dispute arises at any time in relation to the contents of any Verbal Communication, then the tape recording or such other records of such Verbal Communication, or a transcript of the same certified as a true transcript by an officer of the Bank, shall be conclusive evidence between the Bank on one hand and the Customer and the relevant Authorised Person on the other as to the contents and nature of such Verbal Communication unless and until the contrary has been established and may be used as evidence in such dispute.

**16. Communication**

16.1 The Bank shall be entitled to prescribe, from time to time, the mode of communication with respect to each type of notice and the form of notice to be given pursuant to these Terms and Conditions.

16.2 Communications delivered personally, sent by post, facsimile transmission or telex shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in the HKSAR and seven days after posting if such address is outside the HKSAR or (where sent by facsimile transmission or telex) immediately after transmitting to the facsimile or telex number last notified in writing by the Customer to the Bank.

16.3 Unless otherwise specified by the Bank, all communications sent by the Customer to the Bank shall be in writing and (if applicable) in the form prescribed by the Bank and shall be sent to such address as the Bank may prescribe for such purpose and shall be treated as delivered to the Bank on the day of actual receipt.

**17. Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

**18. Force Majeure**

The Bank shall not be liable for any losses, damages or other consequences arising from its failure to provide the Services due to any acts, circumstances, events, omissions or accidents beyond the reasonable control of the Bank including, without limitation, failure of any communication network, strikes, lock-outs or other industrial disputes, Acts of God, war, riot, civil commotion, malicious damage, fire, flood, storm, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law).

**19. Waiver**

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

20. **Miscellaneous**

20.1 The Bank may appoint any person as its agent (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Customer or any Authorised Person to the Bank and the Customer and such Authorised Person shall be responsible for all costs and expenses which may be incurred by the Bank for that purpose on each occasion.

20.2 The Customer and each Authorised Person acknowledge and agree that all personal data and information relating to them which are provided by them at the request of the Bank or collected in the course of dealings between them and the Bank may be held, used, processed and disclosed by the Bank for such marketing and other purposes and to such persons in accordance with the Bank's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by the Bank to customers and other individuals from time to time.

21. **Governing Law and Jurisdiction**

(a) The Services and these Terms and Conditions shall be governed by the laws of the HKSAR.

(b) Each of the Bank, the Customer and the Authorised Persons submits to the non-exclusive jurisdiction of the Courts of the HKSAR but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

22. **Governing Version**

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and the Chinese versions.



# 恒生銀行

## HANG SENG BANK

### 電話理財及自動櫃員機服務(非個人客戶)章則

在使用服務前，閣下務須閱讀本章則。任何授權人士如使用服務，即構成客戶已接納本章則，而該授權人士、客戶及所有授權人士均受本章則之約束。

#### 1. 定義及釋義

1.1 在本章則中，除文義需要不同釋義，否則：

「**自動櫃員機**」指任何自動櫃員機、自動現金提款機或其他電子數據傳輸終端機或不時由本行宣佈之銷售點終端機(不論設於香港特別行政區以內或以外地方)；

「**咭密碼**」指不時為每位恒生咭指定持有人配置之私人密碼，以便於透過自動櫃員機發出指示時識別其身份；

「**附加戶口**」指任何以客戶名義於本行開立及獲客戶不時指定在自動櫃員機使用之任何戶口(以港元或本行不時指定貨幣開立之任何戶口)及包括基本戶口；

「**恒生咭指定持有人**」指任何獲客戶授權持有本行恒生咭以操作附加戶口之人士；

「**授權人士**」指任何恒生咭指定持有人及/或電話理財指定使用人士；

「**電話理財指定使用人士**」指任何獲客戶授權可透過電話指示操作指定支賬戶口之人士；

「**本行**」指恒生銀行有限公司及其繼承人和受讓人；

「**客戶**」指本行向其提供服務之任何法團、全東商號、合夥經營、法定機構或機關。如屬全東商號乃指東主；如屬合夥經營，則指合夥經營中之現在或未來加入之合夥人；如屬法團亦包括其合法繼承人；及東主或每位合夥人之任何遺產代理人及合法繼承人(如屬獨資經營和合夥經營)；

「**指定入賬戶口**」指任何由客戶預先指定並以客戶、任何授權人士或其他人士名義所開立之戶口(以港元或本行不時指定貨幣開立之任何戶口)及包括基本戶口，用以透過使用本行電話理財服務接受存款；

「**指定支賬戶口**」指任何由客戶預先指定並以客戶名義所開立之戶口(以港元或本行不時指定貨幣開立之任何戶口)及包括基本戶口，用以透過使用電話理財服務提款；

「**香港**」指香港特別行政區；

「**恒生咭**」指由本行發出之提款咭(並非信用卡)，使持咭人可以透過自動櫃員機取得及使用服務；

「**指示**」指就有關服務向本行發出之指示，包括任何電話指示，透過自動櫃員機及使用恒生咭所發出之任何指示。在此等情況下，有關指示均受本行不時訂定之任何適用之最低及/或最高金額所約束；

「**非指定戶口**」指並非由客戶(不論以客戶、任何授權人士或任何其他人士名義)預先指定之任何戶口；

「**人士**」指個人、商號、公司、法團及非法團性質之組織；

「**電話理財密碼**」指不時為每位電話理財指定使用人士設訂之私人密碼，以便可在電話指示中識別身份；

「**基本戶口**」指任何由客戶在申請服務時指定並以客戶名義開立於本行之戶口(以港元或本行不時指定貨幣開立之任何戶口)，作為使用服務之基本戶口；

「**服務**」指本行根據本章則(尤其為第2項條文)，不時提供之電話理財服務及/或自動櫃員機服務；

「**電話指示**」指以聲音及/或其他方法利用電話(包括但不限於流動或無線電話)直接或透過任何電訊公司、網絡、設備、裝置或媒介(機械、電子或其他)以本行不時訂明之方式向本行發出之任何指示；及

「**交易**」指本行依據指示而執行之轉賬、提款、交易或買賣。

1.2 除文義需要不同釋義外，否則，單數詞之含義包括複數詞，反之亦然；但單一性別之詞語亦包含所有性別。除非另有說明，否則本章則所指之條文均指本章則之條文。

1.3 詮釋本章則時毋須理會各條文之標題。

#### 2. 服務

2.1 授權人士可透過服務使用電話理財服務及/或自動櫃員機服務進行以下各項(本行可不時修訂有關細則)：

- (一) 查詢利率及價格，例如存款利率、借貸利率、滙率及金價；
- (二) 查詢指定支賬戶口、附加戶口及/或客戶經本行同意下指定之任何其他戶口之結餘；
- (三) 查閱指定支賬戶口曾進行之往來，此等往來之性質及種類由本行不時訂定；
- (四) 如使用電話理財服務從指定支賬戶口轉賬至指定入賬戶口及/或(於本行與客戶協議下)非指定戶口；及使用自動櫃員機服務從附加戶口及/或轉賬至非指定戶口及非指定人士，在此等情況均須受任何適用之預先設定轉賬限額約束；
- (五) 從指定支賬戶口及/或附加戶口提款，在各種情況下均受任何適用之於先前設定之提款限額約束；
- (六) 就有關指定支賬戶口、附加戶口及/或任何客戶經本行同意下指定之其他戶口申請支票簿及/或結單；及
- (七) 本行不時提供之其他銀行、投資及/或其他活動。

2.2 儘管本章則有任何規定，本行有權不時制訂所提供服務之範疇。本行可隨時增加、修訂或縮減服務之範疇而毋須給予理由。

2.3 本行有權就使用服務而施行及更改任何限制，包括但不限於訂明授權人士使用服務進行任何交易或任何種類交易之每日最低及最高限額。

2.4 本行有權訂明及更改提供服務之正常服務時間及任何種類指示或交易之每日截止時間。本行於每日截止時間後接獲之任何指示，將視作於下一個營業日收到。本行可參照在不同時區之相關市場運作時間，而指定本行之營業日及每日截止時間。

#### 3. 授權人士及戶口

3.1 只有電話理財指定使用人士才獲准使用電話理財服務，及只有恒生咭指定持有人方獲准使用自動櫃員機服務。

3.2 客戶須就每位授權人士指明指定支賬戶口、指定入賬戶口及附加戶口。每位授權人士只可就與其有關之指定支賬戶口、指定入賬戶口及附加戶口發出指示。為避免疑慮，基本戶口將自動成為指定支賬戶口、指定入賬戶口及附加戶口而毋須客戶特別指明。

3.3 在電話理財服務方面，提款及/或對外轉賬資金只能在指定支賬戶口進行；而存款及/或對內轉賬資金只能在指定入賬戶口及(於本行與客戶協議下)非指定戶口進行。在自動櫃員機服務方面，可在任何附加戶口之間進行存款、提款及/或轉賬，亦可轉賬至非指定戶口及/或非指定人士。



3.4 客戶須遵守本行不時就授權人士、指定支賬戶口、指定入賬戶口及附加戶口而訂定之程序。

#### 4. 電話理財密碼及咭密碼

本行會為每位電話理財指定使用人士指供電話理財密碼，及向每位恒生咭指定持咭人提供咭密碼。在本行同意下，每位授權人士可隨時更改電話理財密碼及／或咭密碼。任何經更改之電話理財密碼及／或咭密碼，須於本行接納後方屬有效。

#### 5. 恒生咭

5.1 所有恒生咭均屬本行所有，並須於本行提出要求時立即交還本行。

5.2 每張恒生咭僅供獲發咭之恒生咭指定持咭人使用及不得轉借他人。除非本行另行宣佈，否則，透過恒生咭在附加戶口存入現金及／或支票，須受下列約束：

- (一) 在經本行點核之前(此等點核或不會於存款當日進行)，任何存入之現金及／或支票不應被視作已獲本行收到。本行有權不將該等現金及／或支票進註有關戶口，在有關款項未入賬前，該等資金將不能運用；
- (二) 所有經由自動櫃員機或本行以任何其他方式發出之入賬記錄，僅表示客戶將該等存款透過使用恒生咭輸入存款指示到有關戶口，本行毋須對有關記錄之準確性負責；及
- (三) 任何存款只會在本行將有關現金進註有關戶口或(如屬支票存款)將有關支票進註有關戶口並由付款銀行兌付後，方視為已由本行收妥。

5.3 倘若任何恒生咭遭損毀、遺失或盜竊，本行可在有關恒生咭指定持有人或客戶以電話或本行不時指定之其他方式向本行提出要求時，酌情根據所訂明之章則(包括但不限於繳付合理費用)補發恒生咭。本行獲授權可就補發新咭自客戶或有關授權人士之任何戶口支取任何費用。

5.4 本行毋須對任何商號拒絕接受或承付恒生咭負責，亦毋須就其提供之貨品及／或服務負責。

#### 6. 指示

6.1 每位授權人士於發出電話指示或(視屬何情況而定)透過自動櫃員機發出指示時，須引用其電話理財密碼、咭密碼及其他本行需要之資料。

6.2 本行只會於認為指示乃合理可行並符合商業常規及程序時，才按指示行事。

6.3 客戶及每位授權人士不可撤銷地授權本行可按照指示，在有關戶口執行進支。客戶應確保有關指定支賬戶口或附加戶口內備有充足資金或事先安排之信貸額，以供任何指示之用。本行毋須對因資金及／或信貸額不足而未能執行指示所產生之任何後果負責。然而，本行有絕對酌情權可在未獲客戶事先批准或預先通知之情況下，即使資金不足仍執行任何指示，而客戶則須對任何透支、墊款或所產生欠款負全責。

6.4 在任何情況下，凡本行依據指示為客戶及任何授權人士進行之所有交易，均對客戶及該授權人士具有約束力，而客戶及每名授權人士在本章則下之債務及責任，乃屬共同及個別承擔的。

6.5 未經本行書面同意，任何指定授權人士引用電話理財密碼或(視屬何情況而定)咭密碼所發出之指示，皆不可撤銷或撤回。本行以真誠理解及執行之所有指示，不論該等指示乃由有關指定授權人士或自稱為有關指定授權人士之任何其他人士所發出，均屬不可撤回並對客戶及該等指定授權人士具約束力。除核實電話理財密碼或(視屬何情況而定)咭密碼外，本行概無責任核實發出任何指示人士之身份或權限或任何指示之真確性。

6.6 除非能提供相反證明，否則本行就任何交易及任何所使用服務之記錄，在任何情況下均對客戶及有關授權人士有絕對約束力。

6.7 本行有權不時訂定用於發出電話指示之電話號碼。

6.8 本行有權執行任何付款及要求客戶或任何授權人士按本行所訂明以任何貨幣付款。如需將一種貨幣兌換成另一種貨幣，須按本行在當時有關外匯市場之當時匯率而釐定之匯率進行，有關匯率對客戶及有關授權人士而言，均屬確定無疑並具有約束力。

#### 7. 遺失私人密碼及／或恒生咭

7.1 每位授權人士及客戶應以真誠行事、合理審慎及小心將電話理財密碼及／或咭密碼保密及妥善保管恒生咭。無論在任何時間及在任何情況下，授權人士及客戶均不得向任何人士披露電話理財密碼或咭密碼。

7.2 每位授權人士及客戶須對電話理財密碼及／或咭密碼因任何意外或未經授權而洩露予未獲授權人士或將恒生咭作未經授權用途負全責，並須承擔電話理財密碼、咭密碼及／或恒生咭由被未經授權人士使用或作未經許可用途之風險。

7.3 如知悉或懷疑電話理財密碼及／或咭密碼被洩露予任何未經授權人士或發出任何未經授權指示，或如屬恒生咭遺失或被竊，授權人士或客戶須立即以電話或本行不時訂定之方法通知本行。任何該等通知一經發出，除非得本行同意外，概不得取銷或撤回。客戶及／或有關授權人士須與本行另作安排以致可再使用服務。

7.4 如有關授權人士及客戶以真誠行事及遵守第7.3項條文之規定，則此等授權人士及客戶將毋須對本行實際收到根據第7.3項條文所述之通知後進行之任何交易負責。然而，該等人士仍須對本行實際收到該通知前之所有交易(不論是或獲彼等授權)負責。

#### 8. 承認、保證及承諾

8.1 在本行要求下，客戶及每位授權人士須簽立本行認為在提供服務方面屬必需或適當之有關表格及／或文件，及提供本行認為在提供服務方面屬必需或適當之有關資料及執行有關行為，並根據本章則行使及保存其義務、權力及權利。

8.2 客戶確認任何授權人士可發出從指定支賬戶口及／或附加戶口提款及／或轉賬款項之指示，以供其本人使用(包括但不限於透過使用自動櫃員機服務及(如獲客戶授權)電話理財服務，將資金轉移至非指定戶口)。客戶授權本行可根據本章則執行此等指示，並確認本行並無任何責任核實任何指示是否恰當及其真確性。

8.3 客戶須負責採取適當措施，以不時監察及控制服務之使用、授權人士之委任及更換、指定支賬戶口、指定入賬戶口及附加戶口，並採取適當安全措施以防止未經許可人士使用服務或作未經許可用途，包括但不限於訂明每日取高限額，或限制任何授權人士可在指定支賬戶口及附加戶口內之進行之借款、提款或轉賬金額。

8.4 客戶可透過為任何授權人士指定任何指定戶口、附加戶口或第2.1(二)項或第2.1(五)項條文所述之其他戶口，以授權該等授權人士可透過使用服務(但不得採用任何其他方法)單獨操作該等戶口，而不論就操作此等戶口(包括任何交易限額)有任何適用之相反條文或協議。為避免疑慮，任何此等相反條文或協議應被視作修訂至可令本章8.4項條文生效。

8.5 客戶及每位授權人士確認，本行因應查詢而提供之任何利率、匯率及其他價格及資料乃僅供參考之用，並無任何約束力。儘管本行曾提供任何不同之利率、價格或資料，客戶及有關指定授權人士一經接納本行就有關交易而提供之任何利率、價格及資料，即對彼等具有約束力。

8.6 客戶及每位授權人士皆不可撤銷地授權本行在處理任何透過使用恒生咭進行之交易時，如有需要或應要求，可以絕對保密方式，向其他銀行及／或機構披露有關客戶、授權人士及彼等各戶口之資料。

8.7 客戶保證擁有十足權力及權限以接納本章則及履行本章則下應負之義務，並已採取所有必需之公司或行政行動，以授權接納本章則、履行其義務及使用服務。客戶並保證，此等接納、履行及使用並無違反或抵觸其公司組織文件內之任何條文。

8.8 所提供之服務須受本章則及有關戶口之所有其他不時適用之條款所約束。此等其他條款將被應用猶如其明確引伸至交易及使用服務。然而，就服務而言，若本章則與此等其他條款有任何歧義，概以本章則為準。

- 8.9 如客戶包括多於一位人士，則根據本章則：
- (一) 每位客戶之法律責任及義務乃屬共同及個別承擔；
  - (二) 儘管本行欲使用任何其他客戶或任何其他人士受約束而不果，每位客戶仍應受本章則約束；
  - (三) 本行有權就任何事項與任何一位客戶單獨交易，包括在不影響任何其他客戶之法律責任下，解除該客戶需履行之法律責任；及
  - (四) 客戶無權就另一客戶之法律責任或義務而獲得保證人之權利或補償。

#### 9. 費用

- 9.1 本行有權不時因提供服務而徵收費用、修訂任何現有費用及徵收額外費用。本行可就任何費用的徵收率及其任何修訂不時通知客戶，倘若客戶於生效日期後繼續使用服務，則該等費用或修訂將對客戶有約束力。
- 9.2 本行可按本行與客戶不時協定之方式及相隔期間向客戶收取費用。
- 9.3 除本行另行規定者外，已支付之費用一概不可退還。
- 9.4 本行就客戶欠繳本行之任何費用或金額之記錄，除非能提供相反證明，否則乃屬確定無疑，並對客戶具約束力。

#### 10. 法律責任之限制

- 10.1 除非由於本行、其職員或僱員之嚴重疏忽或故意失責所引致(有關之賠償僅限由此直接引致之合理可預見損失及損害(如有)，或有關之交易金額(以較低者為準)，本行概不會就以下所引致之後果，而向與其有關之客戶、任何授權人士或任何其他人士承擔任何法律責任或責任：
- (一) 由任何授權人士或其他不論是否獲得授權人士授權使用及/或享用服務；
  - (二) 因任何理由而在輸送指示時出現之任何干擾、中斷、延誤、損失、毀壞或其他故障；
  - (三) 本行因當時市場情況、或執行任何指示之方式及時間而無法執行任何指示；或
  - (四) 與服務有關之任何機械故障、電力故障、失靈、故障、干擾或設備或裝置不足。
- 10.2 在任何情況下，本行概無須對客戶、任何授權人士或任何其他人士就任何偶發性、間接、特殊、相應的或懲罰性的損害負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。

#### 11. 賠償承擔

除因本行、其職員及僱員之嚴重疏忽或故意失責，及由此直接引致之直接及合理可預見損失及損害(如有)外，客戶及任何授權人士須共同及各自承擔賠償本行、其職員及僱員因提供服務及/或履行、行使或保存本行在本章則下賦予之權力及權利所招致之任何法律行動或訴訟而承受之一切法律責任、索償、要求、損失、損害、賠償、訟費、任何形式之費用及開支(包括但不限於按全部彌償基準支付之法律費用)。

#### 12. 終止服務

- 12.1 本行可隨時暫停及/或終止服務，而毋須給予通知或理由。
- 12.2 在不影響第12.1項條文之原則下，本行可在任何情況包括下列理由，隨時向客戶及有關授權人士發出書面通知，以終止所有或任何授權人士享用所有或其中一項服務，包括但不限於：
- (一) 客戶未能支付根據本章則之任何應付費用或其他款項，或由客戶指定之付款安排成為無效；
  - (二) 客戶或此等授權人士違反本章則之任何規定，或如屬可予補救之違反，於接獲本行列明違反情況及要求補救之書面通知後七日內，仍未能對違反作出補救。
- 12.3 客戶可隨時以本行不時訂定之形式向本行發出不少於3日之事先書面通知，以終止所有或任何授權人士使用所有或其中一項服務，惟本行亦可酌情接受任何聲稱由客戶或代表客戶發出之口頭通知，本行據此而採取之行動將毋須對客戶或有關授權人士負責。任何由授權人士就終止使用自動櫃員機服務發出之通知，須隨函附上有關恒生咭。所有退還之恒生咭必須剪開。
- 12.4 為求使本章則所有條文之涵義有效，本章則在服務及/或任何授權人士使用之服務暫停或終止後仍然存在，包括但不限於第6.4、8、10及11項條文。儘管此等暫停或終止，只要本章則乃與客戶及/或授權人士仍須履行之任何義務或法律責任有關，客戶及授權人士將仍須繼續受本章則約束。

#### 13. 抵銷及留置權

- 13.1 本行可在任何時間及不另通知之情況下，在客戶之任何戶口及每名授權人士之任何戶口，動用其中任何貨幣之任何貸方結餘，而不論此等戶口乃以客戶或此等授權人士名義，或由客戶或此等授權人士與任何其他人士之名義開立，以便清還客戶或此等授權人士根據本章則所欠本行之任何債項，而不論其身份及不論屬實際或或然債務，亦不論有關債務由客戶或此等授權人士獨自虧欠，或由客戶或此等授權人士與其他人士虧欠。
- 13.2 本行有權行使留置權，扣留客戶及每位授權人士存放於本行或由本行持有或控制之所有財產(無論本行是否於日常銀行業務運作下或其他理由接受客戶或授權人士託管)。本行有權出售此等財產，用以清償客戶或此等授權人士虧欠付本行之債項。

#### 14. 修訂

本行可隨時及不時修訂本章則，及/或增補新條文。本章則之任何修訂及/或增補在本行發出通知(以本行認為適當之方式發出)後生效，倘客戶或授權人士在更改生效日期後繼續維持或使用服務，即對客戶及授權人士具約束力。

#### 15. 錄音

本行可以(但並非必須)而客戶及每位授權人士明確授權本行以錄音帶或其他方式，記錄所有由授權人士與本行就服務而發出之所有指示或其他口頭通訊(用電話或其他方式)(統稱「口頭通訊」)。客戶及每位授權人士明確地同意，倘於任何時候就任何口頭通訊內容產生爭議，除非能提出可於有關爭議中用作證據之相反證明，否則錄音或此等口頭通訊之其他記錄，或由本行職員核實之謄本，將成為本行與客戶及有關授權人士對此等口頭通訊之內容及性質之確證。

#### 16. 通訊

- 16.1 本行有權根據本章則，不時訂定發出各類通訊之方式及格式。
- 16.2 凡由專人交付、以郵遞、傳真或電傳發送之通訊，在以專人交付客戶(專人送遞)時，或移交於客戶最新向本行以書面通知之地址，即視作送達論；如以郵遞寄發，如地址位於香港境內者，則在48小時後視作寄達；如地址位於香港境外者，則在投遞後七日内視作寄達；又或以傳真或電傳方式送遞，則在發送至客戶最新通知本行之傳真或電傳號碼後立即視作送達論。
- 16.3 除非本行另有指明，由客戶向本行發出之所有通訊均須以書面及(如適用)本行指定之形式作出，及發送至本行列明作此用途之地址，並在本行實際收悉之日視作送達論。

#### 17. 可予分割性

本章則之各項條文均為獨立及可予分割，如在任何時間，上述任何一項或以上之條文根據任何司法管轄區之法律在任何方面屬無效或不可強制執行，餘下條文之有效性、合法性及可強制執行性，在任何情況下均不得受到影響或損害。



18. **不可抗力**

本行毋須就因非本行合理控制範圍內之任何作為、狀況、事項、遺漏或意外而未能提供服務而導致之任何損失、損害或其他後果負責。此等作為、狀況、事件、遺漏或意外包括但不限於任何通訊網絡故障、罷工、閉廠或其他勞資糾紛、不可抗力、戰爭、暴動、內亂、惡意損壞、火災、水災、暴風雨，或任何法律、規則、規例、守則、指示、監管指引或政府命令(不論是否具有法律效力)。

19. **豁免**

本章則賦予本行之權利、權力及補償權，或本行行使該等權利、權力或補償，均不會因本行按本章則行使、延遲或遺漏行動而受到影響。本章則賦予之權利及補救措施可予累積行使，及不會與法律規定之任何權利及補救措施排斥。

20. **其他事項**

20.1 本行可委任任何人士作為代理人(包括任何代收債務公司或律師)，收取客戶或任何授權人士虧欠本行之任何或所有債項，客戶及此等授權人士須負責本行就此等目的而涉及之所有費用及開支。

20.2 客戶及每位授權人士確認及同意本行可根據不時給予客戶及其他個別人士之結單、通函、通知、章則及條款內所載有關使用及披露個人資料的政策之指定推廣及其他用途，持有、使用、處理及向該等政策之指定人士披露客戶及每位授權人士應本行之要求而提供或於客戶及每位授權人士與本行進行交易過程中所收集有關客戶及每位授權人士之個人資料及其他資料。

21. **法律管轄及司法權管轄**

(一) 服務及本章則均受香港法例管轄。

(二) 本行、客戶及授權人士均接受香港特別行政區法院行使非專屬司法管轄權，惟本章則亦可在任何擁有管轄權之法院強制執行。

22. **有效文本**

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。