



自動轉賬服務申請書

Application For Autopay Services (the "Services")

致：恒生銀行有限公司(「貴行」)

To: Hang Seng Bank Limited (the "Bank")

請以正楷填寫本申請書，並在適當方格內加上“√”。請細閱背後之「自動轉賬服務章程」，其為本申請書之一部分。
Please complete this application form in BLOCK LETTERS and “√” where appropriate. Please read the “Terms and Conditions for Autopay Services” overleaf which forms part of this application form.

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) (the “Customer”)		商業登記證號碼 Business Registration No.
收件人名稱 Name of Recipient	<input type="checkbox"/> 先生 Mr <input type="checkbox"/> 小姐 Ms	港幣往來戶口號碼(「客戶戶口」) HKD Current A/C No. (the “Account”)
職銜 Job Title	薪酬及退休金報稅表檔案編號 IRD Returns of Rem/Pension File No.	
電話號碼 Tel No.	傳真號碼 Fax No.	電郵地址 E-mail Address
通訊地址 Correspondence Address		
<input type="checkbox"/> 與港幣往來戶口結單地址相同 Same as the statement address of the Account		
<input type="checkbox"/> 地址如下(請以英文填寫) Address as specified as follows (please use English):		

乙部 Part B – 服務選項 Service Options						
<input type="checkbox"/> 自動付款 AutoPayment / <input type="checkbox"/> 自動收款 AutoCollect						
<input type="checkbox"/> A. 恒生轉賬易服務(包括納稅申報) Hang Seng Autopay Services (With Tax Reporting) 註：請選擇以下其中一項 Note: Please choose one of the following options in the first column						
1. 軟件選項 Software Options	2. 自動轉賬英文指示概要 Autopay Instruction Description in English	3. 檔案提交模式 File Submission Channel	4. 統計表 Statistics Report	銀行專用 For Bank Use		
				Pmt Code	CIF Ref.	SAV Ref.
<input type="checkbox"/> 支薪服務 Payroll Service	<input type="checkbox"/> 薪金 Salary <input type="checkbox"/> 花紅 Bonus <input type="checkbox"/> 佣金 Commission <input type="checkbox"/> 津貼 Allowance <input type="checkbox"/> 其他 Other (Free-Format with 12 characters)	<input type="checkbox"/> 恒生商業e-Banking Hang Seng Business e-Banking <input type="checkbox"/> 恒生HSBCnet Customer ID:	客戶可自行經軟件 印製統計表 Customer can use the software to generate the statistics report			
<input type="checkbox"/> 一般付款服務 Non-Payroll Service <input type="checkbox"/> 包括入賬通知書 服務 With Credit Advice <input type="checkbox"/> 不包括入賬通知 書服務 Without Credit Advice	<input type="checkbox"/> 自動入賬 Autocredit <input type="checkbox"/> 其他 Other (Free-Format with 12 characters)					
<input type="checkbox"/> 自動收款 AutoCollect	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) <input type="checkbox"/> 其他 Other (Free-Format with 12 characters)					

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乙部 Part B – 服務選項(續) Service Options (Cont.)

B. 其他自動轉賬服務(不包括納稅申報) Other Autopay Services (Without Tax Reporting)

註: 請選擇以下其中一項 Note: Please choose one of the following options in the first column

1. 軟件選項 Software Options	2. 自動轉賬英文指示概要 Autopay Instruction Description in English	3. 檔案提交模式 File Submission Channel	4. 統計表 Statistics Report	銀行專用 For Bank Use		
				Pmt Code	CIF Ref.	SAV Ref.
<input type="checkbox"/> 支薪服務 Payroll Service <input type="checkbox"/> 一般付款服務 Non-Payroll Service <input type="checkbox"/> 自動收款 AutoCollect	<input type="checkbox"/> 薪金 Salary <input type="checkbox"/> 花紅 Bonus <input type="checkbox"/> 佣金 Commission <input type="checkbox"/> 津貼 Allowance <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____	<input type="checkbox"/> 恒生商業e-Banking Hang Seng Business e-Banking <input type="checkbox"/> 恒生HSBCnet Customer ID: _____	<input type="checkbox"/> 需要統計表 Require Statistics Report <input type="checkbox"/> 每年, 截至 Yearly, ending on (MM/YY) <input type="checkbox"/> 每半年, 截至 Half-yearly, ending on (MM/YY) <input type="checkbox"/> 不需要統計表 Not required Statistics Report			
	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____					
	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____					

C. 其他恒生銀行核准之軟件(包括納稅申報及強積金) Other Softwares Acceptable to the Bank (With Tax Reporting & MPF)

註: 請選擇以下其中一項 Note: Please choose one of the following options in the first column

1. 軟件選項 Software Option	2. 自動轉賬英文指示概要 Instruction Description in English	3. 檔案提交模式 File Submission Channel	4. 統計表 Statistical Report	銀行專用 For Bank Use		
				Pmt Code	CIF Ref.	SAV Ref.
<input type="checkbox"/> 支薪服務(包括強積金) Payroll Service(include MPF) (Please specify: Free-format) _____ (Customer ID: Free-format) _____	<input type="checkbox"/> 薪金 Salary <input type="checkbox"/> 花紅 Bonus <input type="checkbox"/> 佣金 Commission <input type="checkbox"/> 津貼 Allowance <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____	<input type="checkbox"/> 恒生HSBCnet Customer ID: _____ <input type="checkbox"/> 光碟 Compact Disc	<input type="checkbox"/> 包括統計表 With Statistics Report			
<input type="checkbox"/> 一般付款服務 Non-Payroll Service (Please specify: Free-format) _____ (Customer ID: Free-format) _____	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____	<input type="checkbox"/> 其他銀行核准之服務或渠道 Other online submission facility or internet channel approved by the Bank Please specify: _____				
<input type="checkbox"/> 自動收款 AutoCollect	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____					

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乙部 Part B – 服務選項(續) Service Options (Cont.)

D. 恒生銀企直聯服務 Hang Seng Host-to-Host Solution

1. 軟件選項 Software Options	2. 自動轉賬英文指示概要 Autopay Instruction Description in English	3. 檔案提交模式 File Submission Channel	銀行專用 For Bank Use		
			Pmt Code	CIF Ref.	SAV Ref.
<input type="checkbox"/> 支薪服務 Payroll Service	<input type="checkbox"/> 薪金 Salary <input type="checkbox"/> 佣金 Commission <input type="checkbox"/> 花紅 Bonus <input type="checkbox"/> 津貼 Allowance <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____	<input type="checkbox"/> 恒生HSBCnet Customer ID: _____			
<input type="checkbox"/> 一般付款服務 Non-Payroll Service	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____				
<input type="checkbox"/> 自動收款 AutoCollect	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____				

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乙部 Part B – 服務選項(續) Service Options (Cont.)

E. 恒生 - 企業API
 Hang Seng - Corporate API

1. 軟件選項 Software Options	2. 自動轉賬英文指示概要 Autopay Instruction Description in English	3. 檔案提交模式 File Submission Channel	銀行專用 For Bank Use		
			Pmt Code	CIF Ref.	SAV Ref.
<input type="checkbox"/> 自動收款 AutoCollect	<input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____ <input type="checkbox"/> 其他 Other (Free-Format with 12 characters) _____	<input type="checkbox"/> 恒生商業 e-Banking Hang Seng Business e-Banking			

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 (where the applicant is Limited Company)

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，以及本申請書背頁或附加在本申請書之自動轉賬服務章程及條款；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 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): _____

客戶授權代表簽署 For and on behalf of the Customer Authorised Signatory(ies)

本人(等)/本公司確認本人(等)/本公司已詳閱及明白背頁/附加在本申請書之自動轉賬服務章程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，自客戶戶口支取該服務的收費。

I/ We agree to be bound by the Terms and Conditions for Autopay Services overleaf/ attached which I/we now confirm I/we have read and understood. I/We further authorise the Bank to debit the Account with fees and charges in respect of the Services in accordance with the rates as specified by the Bank from time to time.

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): _____

東主/合夥人簽署 Signature(s) of Sole Proprietor/Partners

本人(等)/本公司確認本人(等)/本公司已詳閱及明白背頁/附加在本申請書之自動轉賬服務章程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，自客戶戶口支取該服務的收費。

I/ We agree to be bound by the Terms and Conditions for Autopay Services overleaf/ attached which I/we now confirm I/we have read and understood. I/We further authorise the Bank to debit the Account with fees and charges in respect of the Services in accordance with the rates as specified by the Bank from time to time.

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): _____

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	Signature of Bank Staff (Require for Signature Authority is "A")
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	



自動轉賬服務章則

Terms and Conditions for 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/軟件所製備的以機器可讀輸入(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、恒生銀企直聯服務、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 using computer files/software provided by the Bank for direct input or by way of on-line transmission from or via Hang Seng HSBCnet Services, Hang Seng Host-to-Host Solution, 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(即自動轉賬系統)(就情況而言)由客戶在其自動轉賬服務的申請中指定的戶口(「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 as set out in the Customer's application for the Services (as defined hereunder) (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 the 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:

- 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:
 - 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;
 - 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 Clause 1;
 - 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");
 - 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;
 - 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;
 - 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;
 - 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;
 - 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
 - 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.
- 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.
- 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.
- 因應客戶要求,銀行可提供根據自動轉賬服務進行之付款/收款交易的相關報告、記錄、確認書、通知書及/或結單(「自動轉賬報告」)(其格式應為銀行所設定),由銀行行使絕對酌情權不時決定之下列一種或多種方式提供
At the request of the Customer, the Bank may provide reports, records, confirmation, advices and/or statements in connection with the payments/collection transactions made under the Services ("Autopay Reports") (which shall be in such form as prescribed by the Bank) in one or more of the following manners as the Bank shall, in its absolute discretion, determine from time to time
 - 將自動轉賬報告存放於客戶的恒生商業e-Banking, 恒生HSBCnet或恒生銀企直聯服務內,以便客戶取得、檢視及下載自動轉賬報告;及/或
by placing the Autopay Reports in the Customer's Hang Seng Business e-Banking, Hang Seng HSBCnet or Hang Seng Host-to-Host Solution, whereby the Customer can access, view and download the Autopay Reports; and/or

4. (b) 由客戶授權的人員於開戶行所領取；及/或
by collection in person by person(s) duly authorized by the Customer at the Account Opening Branch; and/or
(c) 透過速遞到其服務申請書中所列的通信地址 (“指定通信地址”)；及/或
by courier to the Correspondence Address set out in its application for the Services (“Designated Correspondence Address”); and/or
(d) 以銀行認為適當的任何其他方式。
in any other manner as the Bank considers appropriate.
5. 銀行於合理情況下確保自動轉賬報告中的信息是反映自動轉賬系統中之所述的日期及時間之報告。但銀行不保證發送自動轉賬報告時自動轉賬報告中的信息準確、充分或正確無誤，或自動轉賬系統中的信息是趨時及最新。
The Bank shall use reasonable efforts to ensure that the information in the Autopay Reports reflects the information in the Autopay System as at the date and the time as stated on such Autopay Reports. The Bank does not warrant that the information in such Autopay Reports is accurate, sufficient or error free, or that the information in the Autopay System is current and up-to-date at the time the Autopay Report is dispatched.
6. 客戶同意放棄就任何自動轉賬報告向銀行提出任何異議或任何補救措施的權利，除非客戶以書面形式通知銀行任何錯誤、差異、未經授權的交易或因任何原因引起，包括但不限於偽造、欺詐、未授權或客戶或任何其他人士的疏忽 (“錯誤”)。銀行對客戶或任何第三方可能依賴任何有錯誤的自動轉賬報告(或其任何部分)不承擔任何責任，除非客戶於銀行按照以上第四條條文提供自動轉賬報告的90天內以書面通知銀行有關錯誤。
The Customer agrees to waive any rights to raise objections or pursue any remedies against the Bank in respect of any Autopay Report unless the Customer notifies the Bank in writing of any errors, discrepancies, unauthorized transactions or entries arising from whatever cause, including without limitation, forgery, fraud, lack of authority or negligence of the Customer or any other person (the “Errors”). The Bank shall not be responsible or liable to the Customer or any third party for relying on the Autopay Reports (or any part thereof) which may contain any Errors unless the Customer has notified the Bank in writing of such Errors within 90 days after the Bank has provided the Autopay Reports to the Customer in accordance with Clause 4 above
7. 客戶承認及同意，客戶須負全部責任確保指定通信地址是準確、有效及最新的以收取自動轉賬報告。
The Customer acknowledges and agrees that it is the sole responsibility of the Customer to ensure that the Designated Correspondence Address are accurate, valid and up-to-date for receiving the Autopay Reports.
8. 銀行有權及有絕對酌情權聘請或選擇任何代理人、通訊員及/或速遞公司 (統稱“速遞公司”)，以便通過速遞向客戶發送自動轉賬報告。
The Bank shall have the right and absolute discretion to engage or select any agents, correspondents and/or courier companies (collectively, the “Courier Company”) for delivering the Autopay Reports to the Customer by courier.
9. 關於以速遞方式發送的自動轉賬報告：
In respect of Autopay Reports delivered by way of courier :
- (a) 銀行不會對客戶或任何第三方就以下情況負責 (i) 任何自動轉賬報告的遺失、毀壞或任何損害；(ii) 任何未經授權更改或使用任何該等自動轉賬報告；(iii) 速遞公司或其任何僱員或代理人的任何欺詐、疏忽或其他行為或遺漏；(iv) 速遞公司或其代理人的任何行為、遺漏、失責、中止或破產，或 (v) 任何延遲交付自動轉賬報告，除非上述情況是由銀行的失責或疏忽而直接造成的。銀行及速遞公司均不對任何間接或後果性損失或損害承擔責任；及
the Bank shall not be responsible or liable to the Customer or any third party for (i) the loss or destruction of, or any damage to, any such Autopay Reports; (ii) any unauthorised tampering with or use of any such Autopay Reports; (iii) any fraud, negligence or other act or omission on the part of the Courier Company or any of its employees or agents; (iv) any act, omission, default, suspension, insolvency or bankruptcy of any Courier Company or sub-agent thereof, or (v) for any delay in delivering the Autopay Reports, save and except where the aforesaid was directly caused by the wilful default or negligence of the Bank. Neither the Bank nor the Courier Company shall be held liable or responsible for any indirect or consequential loss or damage; and
- (b) 銀行及速遞公司均不對客戶或任何第三方行為，不可抗力(包括但不限於洪水及海嘯)、政府行動、火災、民事騷亂、罷工、戰爭、軍事行動、騷亂、政治叛亂、騷亂、公眾示威、任何形式的恐怖活動或超出銀行或速遞公司合理控制的任何其他原因而引起或造成任何損失或損害承擔責任。
neither the Bank nor the Courier Company shall be liable to the Customer or any third party for any loss or damage arising or resulting from any Acts of God (including, but not limited to, flood and tsunami), government act, fire, civil commotion, strike, war, military action, unrest, political insurrection, riot, public demonstration, terrorist activity of any kind or any other causes beyond the reasonable control of the Bank or the Courier Company.
10. 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。客戶同意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責任何責任。銀行因接受客戶要求提供恒生轉賬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.
11. 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.
12. 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.
13. 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，亦不會就延遲將已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向稅務局呈交報稅資料，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.
14. 客戶向銀行保證及聲明任何資料均不含電腦病毒。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.

15. 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.
16. 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.
17. 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/或經由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.
18. 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.
19. 銀行會於客戶指定之過數日之營業時間前執行資料。倘屆時客戶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越銀行可接受之水平，則銀行亦可(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.
20. 若客戶指定的過數日已過，或銀行認為未有足夠時間執行，則銀行有權拒絕接受任何對資料的取消或更改。
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.
21. 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，銀行並有權決定是否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.
22. 為使銀行能提供自動轉賬服務，客戶聲明及保證已就披露、轉移及提供其個人資料及任何其他有關資料，向所有有關戶口持有人/受益人/收款人取得必需之同意。
The Customer represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries / payees for any disclosure, transfer or release of their personal data and any other relevant information to the Bank in order for the Bank to provide the Services.
23. 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 Clause 18 below.
24. 本章則之條款不影響而且附加於任何有關客戶與銀行之間關係的或有關任何客戶在銀行開立的戶口的條款和條件及客戶就使用自動轉賬服務、全套軟件、恒生HSBCnet服務、恒生銀企直聯服務、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、恒生銀企直聯服務、恒生商業e-Banking或銀行核准之其他服務或渠道傳送資料，客戶須申請恒生HSBCnet服務、恒生銀企直聯服務、恒生商業e-Banking或銀行核准之其他服務或渠道，並受該等服務或渠道的條款和條件約束。
These terms and conditions are without prejudice and in addition to any terms and conditions governing the Customer's relationship with the Bank or any accounts maintained by the Customer with the Bank and any terms and conditions or agreements between the Customer and the Bank regarding the Services, the Package, Hang Seng HSBCnet Services, Hang Seng Host-to-Host Solution, Hang Seng Business e-Banking Services and/or other services or channels approved by the Bank. The Customer agrees and understands that in case of transmission of the Information via Hang Seng HSBCnet Services, Hang Seng Host-to-Host Solution, 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 Host-to-Host Solution, Hang Seng Business e-Banking Services or other services or channels approved by the Bank on the terms and conditions applicable thereto.
25. 客戶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 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.

26. 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而毋須給予任何理由。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，則銀行可毋須事先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 without giving any reasons 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 prior notice to the Customer.
27. 客戶可向銀行發出七天之事先書面通知而隨時終止任何自動轉賬服務。
The Customer may terminate any of the Services at any time by giving 7 days' prior notice in writing to the Bank.
28. 銀行可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、廣告或銀行認為合適之其他方式。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.
29. 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.
30. 客戶同意並確認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使用自動轉賬服務而向銀行發出指示。
The Customer agrees and confirms 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.
31. 通訊可採用專人交付、郵寄、傳真、電傳、電郵、或透過恒生商業e-Banking、恒生HSBCnet服務或恒生銀企直聯服務等方式作出，如屬專人交付，則於面交或留置於閣下最後書面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書面通知銀行之傳真或電傳號碼或電郵地址後視作即時由客戶收悉；如透過恒生商業e-Banking、恒生HSBCnet服務或恒生銀企直聯傳送，則於透過該等服務之後視作由客戶收集。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 sent by the Bank may be delivered personally, sent by post, facsimile transmission, telex or e-mail, or through Hang Seng Business e-Banking, Hang Seng HSBCnet Services or Hang Seng Host-to-Host Solution and 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 or (where sent through Hang Seng Business e-Banking, Hang Seng HSBCnet Services or Hang Seng Host-to-Host Solution) immediately after transmitting through such services. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.
32. 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.
33. 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 of these terms and conditions, the English version shall prevail.