

The Hongkong and Shanghai Banking Corporation Limited

*SUPER EASE ACCOUNT TERMS AND CONDITIONS

The holder of a Super Ease Account agrees to be bound by the following Terms and Conditions.

1. Interpretation

- 1.1 Terms and expressions used herein (including the Appendices), unless the context otherwise requires, have the meanings set out in Appendix I attached hereto.
- 1.2 Unless the context otherwise requires, any reference in these Terms and Conditions to:
 - (a) "Clause" or "Appendix" shall be construed as a reference to a clause hereof or an appendix hereto;
 - (b) these Terms and Conditions or any other agreement or document shall be construed as a reference to the same as amended, varied or supplemented from time to time;
 - (c) a statute shall be construed as reference to the same as amended or re-enacted from time to time.
- 1.3 Clause and Appendix herein are for ease of reference only.

2. Services and Accounts

- 2.1 The Customer may, subject to such procedures (including the supply of such documents) as the Bank may specify from time to time, utilise any one or more of the Services at any time by issuing an Instruction in such form as may be acceptable to the Bank. The Bank has the right to do the following (or any of them) and is not liable for any loss, cost or damage of any kind incurred or suffered by the Customer as a result:
 - (a) not to act on any instruction if such instruction is not given to us in such form or means accepted by us from time to time; and
 - (b) accept or refuse any Instruction or to prescribe any condition for accepting an Instruction without giving any reason.
- 2.2 Unless otherwise specified by the Bank, all Services are provided by, or maintained with, the Bank. Where any Services are to be provided by or maintained with any third party, the Customer may be required to accept specific terms and conditions and the provisions of any mandate(s) applicable thereto as required by the third party.
- 2.3 Where the Customer has set up a direct debit authorisation (including an eDDA (as defined in Clause 2.28)) on an account and no transaction is performed under such authorisation for a significant period of time, the Bank reserves the right to cancel the direct debit arrangement without prior notice to the Customer, even though the authorisation has not expired or there is no expiry date for the authorisation.
- 2.4 A Customer should ensure that all cheques and other monetary instruments (collectively "Items") deposited with the Bank using any means or channels offered or accepted by the Bank are on the face thereof in order before depositing the same with the Bank, including, without limitation, that they are appropriately dated and signed, with the amounts in both words and figures matched. Where the Customer is required to advise, complete or enter details of the Items when depositing the same with the Bank, the Customer agrees that it is the Customer's sole responsibility to ensure that such details being advised, completed or entered by the Customer are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the Customer and the Bank shall be entitled to adjust the Accounts accordingly by debiting or crediting the same as the case may be. All inward remittances, cheques and monetary instruments are accepted for deposit into an Account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the Accounts concerned with the appropriate amounts if, for whatever reasons, any cheques and monetary instruments shall subsequently be returned unpaid or partially paid or where the remittance amounts are not eventually received.
- 2.5 The Customer as beneficiary of any standing instruction agrees that any credit to an account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the Customer authorises the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor's account (e.g. insufficient funds in the transferor's account).
- 2.6 An inward remittance (whether in Hong Kong dollars or in any other currencies) to an account may not be credited to the account on the same day if
 - (a) the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time; or
 - (b) any necessary checking is not completed.No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 2.7 The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between Customers or authorised signatories. In addition, the Bank reserves the right to suspend the operation of all or any accounts of the Customer until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that:
 - (a) it holds no valid account mandate; or
 - (b) the Customer (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).
- 2.8 The Bank shall have the right to pay to the Customer any amount withdrawn from the Account by any one or more of the following methods at the Bank's sole discretion, namely:
 - (a) by cash payment in the currency of the Account;
 - (b) by issuing to the Customer a cheque drawn by the Bank on any bank payable in the currency of the Account;
 - (c) any other manner as the Bank shall deem fit.
- 2.9 The Customer will operate the Account in an active and satisfactory manner as required by the Bank from time to time.
- 2.10 The Customer will not operate the Account in such a way as to exceed the credit limit (if available) set by the Bank from time to time in respect of the Account or the credit balance of the Account, as the case may be.
- 2.11 The Bank reserves the overriding right at any time to suspend the facility and/or to demand immediate repayment of any debit balance on the Account outstanding at that time and the right to withdraw any facilities granted in connection with the Account, for any reason including without limitation the situation that no regular monthly salary is autopaid to an account of the Customer with the Bank after granting of such facilities.

* This "Super Ease Account Terms and Conditions" prevails, in case of any inconsistency, over the provisions in the materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you or published by us in any manner which relate to the relevant accounts, products or services.

- 2.12 Interest may be varied by the Bank from time to time at its discretion and will be calculated on a daily basis, (unless otherwise specified by the Bank) at the Bank's prevailing Hong Kong Dollar Savings Account rate, which will accrue to credit balances on the Account. Interest at a rate above zero is payable by the Bank to the Customer and will be credited to the Account monthly. Interest at a rate below zero is payable by the Customer to the Bank and will be debited from the Account monthly. No interest accrues on balances which fall below the minimum deposit amount as determined by the Bank from time to time. The amount of minimum deposit is subject to change without prior notice. Interest accrues on Accounts closed during an interest period only up to the last calendar day before the day of closure.
- 2.13 The Customer will be responsible for all facilities granted by the Bank in respect of the Account and for all related charges hereunder, notwithstanding the termination of this agreement.
- 2.14 (a) For an account with a credit facility, the statement will detail the total amount outstanding on the Account on the statement date ("the Outstanding Debit Balance"), the minimum payment due from the Customer in respect of the Outstanding Debit Balance (being 5% of the Outstanding Debit Balance or, if the Outstanding Debit Balance exceeds the Customer's credit limit, 5% of the credit limit together with the amount by which the Outstanding Debit Balance exceeds the credit limit (if applicable), or HKD100 whichever is greater) ("the Minimum Payment Due") and the date by which payment must be made to the Bank ("the Payment Due Date"). Payment of any part of the Outstanding Debit Balance effected by cheque or other means will be accepted on and subject to the Bank's normal terms and conditions.
- (b) If the Customer fails to pay the Minimum Payment Due by the Payment Due Date, a late charge, which shall be determined by the Bank and which may vary from time to time, will be debited to the Account on the next following statement date.
- 2.15 Interest calculated on a daily basis, at the Bank's prevailing rate (of which the Customer will be advised from time to time) will be payable on any debit balance on the Account and will be debited to the Account at monthly intervals. The Bank reserves the absolute discretion to at any time and from time to time charge different rates of interest to the Account depending on the different circumstances relating to the Customers concerned including, without limitation, whether there is autopay arrangement crediting a Customer's monthly salary to any account of the Customer with the Bank or whether there is regular monthly salary being paid through to any such account through standing Instructions, Hexagon or cheque deposits. The Bank's decision on which debit interest rate is applicable to the Account shall be final and binding on the Customer.
- 2.16 If the Customer gives the Bank an Instruction to pay or withdraw from the Account (i) where there are insufficient funds in the Account and (ii) which, if executed by the Bank, would cause the Account to go overdrawn or over an existing overdraft limit, the Bank will treat this as the Customer's informal request for an unauthorised overdraft and the Bank may:
- (i) refuse the Customer's request and that Instruction and impose a service charge for considering and refusing the Customer's request; or
- (ii) agree to the Customer's request and provide the Customer with an overdraft or an increase to the Customer's existing overdraft. The amount of the overdraft or increase will be subject to the Bank's prevailing interest rate calculated on a daily basis. The Bank may charge an arrangement fee for the overdraft or the increase.
- 2.17 The whole of the outstanding balance on the Account will become immediately due and payable in full to the Bank on termination of this agreement or on the Customer's bankruptcy or death. The Customer or the Customer's estate will be responsible for settling any outstanding on the Account and shall keep the Bank indemnified for all costs (including legal fees) and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to charge interest at its prevailing rate(s).
- 2.18 In the event of any default in the repayment of the facilities and not otherwise the Bank is at liberty to disclose to the Customer's employer the state of the Customer's indebtedness.
- 2.19 The Bank is authorised to contact all relevant parties for verification and/or to obtain any other information about the Customer either verbally or in writing from time to time when it deems necessary.
- 2.20 Without prejudice to the generality of Clause 14 hereof, the Bank reserves the right to, at any time and from time to time with or without notice or cause, cancel, withdraw, suspend, vary, change, add to, supplement or otherwise in respect of any one or more of the Services offered in or under the Account (including not accepting a deposit).
- 2.21 In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong, the Customer:
- (a) acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules and the USD Operating Procedures referred to therein (as the same may be modified from time to time);
- (b) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
- (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US dollar clearing facilities or any such member) of the US Dollar Clearing House or the US dollar clearing facilities or any part of any of them;
- (ii) without prejudice to (i) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).
- 2.22 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the deposit account holders of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:
- (i) In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the deposit account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the deposit account holder, and subject to having recourse to the deposit account holder in the event of dishonour. The purchase of cheques may subject to the condition that the proceeds credited to the deposit account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the deposit account holder in confirmation of the transaction.
- (ii) Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the deposit account once payment is received from the bank abroad.
- (iii) In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the deposit account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.
- (iv) Overseas charges (if any) will be debited to the deposit account under advice to the deposit account holder.

(v) Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next business day.

2.23 Whenever the Customer requests the Bank to effect a funds transfer (e.g. electronic clearing, telegraphic transfer, interbank funds transfer or faster payment), whether via the branch offices of the Bank, the Phonebanking Service, the Bank's internet banking services or other channels or means offered by the Bank at any time and from time to time, the following terms shall apply unless otherwise specified:

- (a) The Bank reserves the right to effect the funds transfer according to its routing arrangement;
- (b) The Bank is at liberty to send funds either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received;
- (c) In the absence of specific instructions to the contrary, the funds transfer will be effected in the currency of the country in which payment is to be made;
- (d) While the Bank will endeavour to give effect to the Customer's requests regarding charges relating to the funds transfer, the Customer understands that the Bank only has discretion regarding its own charges. Where the Customer has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the funds transfer will depend on the practice adopted by the correspondent bank and/or beneficiary bank and/or Participant (as defined in Clause 2.28) involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same;
- (e) The Bank reserves the right to draw the funds on a different place from that specified by the Customer if operational circumstances so require;
- (f) Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the funds transfer on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Customer's account;
- (g) Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country of the correspondent and/or destination banks;
- (h) If a funds transfer is to be processed on a particular date, this processing date should be clearly specified by the Customer when the funds transfer application is submitted to the Bank unless otherwise specified by the Bank;
- (i) Applications for same day value are subject to cut-off times related to the geographical location of the destination and/or the funding arrangement requirements of the settlement banks. This may mean that the Customer's account will be debited before the value day and the Bank will not be responsible for any interest expense or loss as a result;
- (j) The Bank is not responsible to advise the Customer of:
 - any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The Customer is strongly advised to make his own enquiries;
 - any charges which may be imposed by overseas bank or other bank or Participant (as defined in Clause 2.28) and shall not be liable if such information cannot be provided;
- (k) Where payment is to be made in favour of a beneficiary not maintaining an account with the Bank's overseas Group Office or its agents, the Bank or its agent reserves the right to make payment by a means other than the specified routing method in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible to advise the Customer of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent;
- (l) The Bank reserves the right not to accept or otherwise reject an application for a funds transfer without giving reasons;
- (m) Where the Bank has accepted a funds transfer application, it reserves the right not to process the funds transfer, with or without notice, if it is of the opinion that:
 - there is insufficient available funds; or
 - the information given is incorrect, incomplete or is not sufficiently clear; or
 - the processing thereof will be in breach of any applicable laws or regulations; or
 - the Customer has specified additional instructions to the funds transfer which are not provided for by or otherwise acceptable to the Bank.

The Bank cannot be held liable for any loss or damage suffered by any person arising out of payment delay, rejection and/or return, or any delay by the Bank in processing the funds transfer or the Bank's decision in not processing the same for any one or more of the above reasons. The Bank reserves the right to deduct any charges imposed by the receiving bank from the payment amount or any of the Customer's accounts;

- (n) To comply with regulatory and/or international guidelines concerning anti-money laundering and anti-terrorist financing activities, in processing a funds transfer, the Bank may be required to disclose the personal data or other customer information of the Customer, including without limitation the originating account number (where applicable) and the Customer's name, address and other unique reference (such as date of birth or number of personal/corporate identity document) and the Customer hereby authorises the Bank [and any correspondent bank(s) involved] to make such disclosure to any correspondent bank(s) involved, the payee or other appropriate authorities as the Bank (or, as the case may be, any such correspondent bank) considers appropriate;
- (o) The Bank do not have to process any stop payment Instruction received by the Bank even if the Customer's account has not been debited when the Bank receives the Instruction. The Bank may at the Bank's discretion process a stop payment Instruction using commercially reasonable efforts. In that case, the Bank will notify the Customer whether the Bank has successfully executed the stop payment Instruction as soon as reasonably practicable. The Bank will not be able to process any stop payment Instruction for any funds transfer in which the Customer's account has already been debited. The Bank cannot in any event be held liable for any loss or damage suffered by the Customer or any other person arising out of failure to stop any funds transfer notwithstanding receipt of a stop payment Instruction by the Bank;
- (p) In the event that:
 - (a) the Customer debits any account (the "original account") maintained with the Bank and denominated in a particular currency (the "original currency") to purchase a different currency (the "new currency"):
 - (i) to effect any remittances in the new currency; and/or
 - (ii) for any other transactions; and
 - (b) any of such purchases, remittances or transactions or any instruction relating thereto is cancelled, rejected or returned,then the Bank will convert the new currency back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the original account without notice; and
- (q) The Bank is fully authorised to deduct any charges from the original account for the currency exchange referred to in sub-clause (p) above and the Customer shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.

- (r) In giving instructions to make payments or effect transactions by any means accepted by the Bank from time to time (e.g. electronic clearing, TT, RTGS or HKICL FPS), the Customer agrees to take reasonably practicable steps to safeguard his own interest, money and assets from fraud or other illegal activities. The Customer is responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help the Customer stay vigilant against frauds, scams and deceptions, the Bank may send risk alerts based on the risk warnings, messages and indicators received by the Bank from the Faster Payment System or Hong Kong Police Force from time to time.
- 2.24 Where an account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the account.
Accounts with zero balances for a period as set by the Bank from time to time or which remain inactive for a period as set by the Bank from time to time may be closed by the Bank at the Bank's discretion in the absence of the Customer's specific instructions to the contrary.
- 2.25 The Customer accepts that there will be a time lapse between submission of payment application/transaction request involving currency conversion and the processing of such application/request, and the prevailing exchange rates at the time of processing of such application/request (which may vary from the exchange rates at the time of submission) will apply to such application/request. Any exchange rate provided by the Bank at the time of submission of payment application/transaction request is for indication only, the actual exchange rate applicable will be the prevailing exchange rate at the time of processing of such application/request.
- 2.26 For security reasons, the Bank reserves the right to, at any time and without prior notice, delay or not to process any banking instruction not submitted by the account holder in person.
- 2.27 If an Account is closed within such period after the account opening date as specified by the Bank from time to time, the Bank may make a charge at its discretion.
- 2.28 **Fund Transfers (including proxy ID registration, direct debit authorisation and use of the QR code services)**
- (a) Definitions
- Capitalised terms used in this Clause 2.28 apply to the Bank's services relating to funds transfer, including the services the Bank provides in relation to the Faster Payment System shall have the meanings set out below. If any capitalised term used in this Clause 2.28 is not defined below, that capitalised term has the meaning as defined in Appendix 1.
- "Addressing Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.
- "Bank Services"** means the services (including the QR Code Services) provided by the Bank to its customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.
- "Default Account"** means the account maintained by the Customer with the Bank or any other Participant and set as the default account with respect to the use of a Proxy ID for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.
- "eDDA"** means a direct debit authorisation set up by electronic means using HKICL FPS.
- "eDDA Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.
- "FPS Identifier"** means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.
- "HKICL"** means Hong Kong Interbank Clearing Limited and its successors and assigns.
- "HKICL FPS"** or **"Faster Payment System"** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.
- "Participant"** means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.
- "Proxy ID"** means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.
- "QR Code Services"** means the QR code and the associated payment and funds transfer services provided by the Bank to customers from time to time.
- "Regulatory Requirement"** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Customer is subject or are expected to comply with from time to time.
- (b) Scope of Bank Services and conditions for use
- (i) The provisions of this Clause 2.28 apply to the Bank's service relating to funds transfer, including the services the Bank provides in relation to the Faster Payment System. The provisions of other clauses continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions of this clause. Unless otherwise specified, the provisions of this clause prevail if there is any inconsistency between them and the provisions of the other clauses with respect to the Bank Services.
- (ii) The Bank provides the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, the Customer has to accept and follow these conditions and procedures.
- (iii) The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
- (iv) In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
- (v) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (vi) The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.
- (vii) By requesting the Bank to register any Proxy ID for the Customer in the HKICL FPS or to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL, the Customer agrees to be bound by all the provisions of this Clause 2.28.

- (c) Addressing Service - registration and amendment of Proxy ID and related records
- (i) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Customer has to register a Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Customer.
 - (ii) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Customer, the Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
 - (iii) At any time where the same Proxy ID is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorises the Bank to submit the request on behalf of the Customer to HKICL FPS to override the existing Default Account registered in HKICL FPS.

(d) eDDA Service

In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA. In the circumstances, the Bank will not be notifying the Customer of any changes to the Proxy ID in connection with the eDDA once it has successfully been set up.

(e) QR Code Services

Using the QR Code Services and the Customer's responsibility

- (i) The QR Code Services allow the Customer to scan a QR code provided by the Bank or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. The Customer is fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any error contained in such payment or funds transfer data.
- (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by the Bank from time to time.
- (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the mobile app. For some devices, updates will be downloaded automatically. For other devices, the Customer will need to download the updates himself. Depending on the update, the Customer may not be able to use the QR Code Services until the latest version has been downloaded. The Customer is fully responsible for ensuring the latest version has been downloaded to the Customer's mobile device for the purpose of using the QR Code Services.
- (iv) The QR Code Services are intended for use by the Bank's Customers only. The Bank has the right to cancel the Customer's account for the mobile app and/or block the Customer from accessing the QR Code Services if the Bank discovers that the Customer is not eligible to use the QR Code Services.
- (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where the Bank is not licensed or authorised to provide the QR Code Services.
- (vi) The Customer must comply with all applicable laws and regulations that govern the download of the mobile app, or access or use of the mobile app or the QR Code Services.

Security

- (i) The Customer must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the Customer's mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.
- (ii) The Customer is fully responsible for all instructions or requests given by it or any other person authorised by it during the use of the QR Code Services.
- (iii) The Customer is fully responsible for ensuring that the information shown or stored on the mobile device is kept secure.
- (iv) If the Customer knows or suspects that any other person know any security details, or has used or tried to use them, or if the Customer's mobile device is lost or stolen, the Customer must notify the Bank as soon as reasonably practicable.

The Bank's responsibility and restriction of liability

- (i) While the Bank makes commercially reasonable efforts to provide the QR Code Services, the Bank is not liable for any failure to provide the QR Code Services.
 - (ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's mobile device in the use of the QR Code Services. The Bank is not responsible for any loss the Customer may incur as a result of the use of the QR Code Services.
 - (iii) The Customer understands and agrees that:
 - (1) The Customer uses the QR Code Services at the Customer's sole risk. To the maximum extent permitted by law, the Bank expressly disclaims all warranties and conditions of any kind, whether express or implied.
 - (2) The Customer downloads or obtains any material or information through the use of the QR Code Services at the Customer's sole risk and discretion. The Customer is solely responsible for any damage to the Customer's computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
 - (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.
- (f) Collection and use of Customer Information
- (i) For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information (as applicable) relating to one or more of the following persons from time to time:
 - (1) the Customer;
 - (2) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and
 - (3) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of its directors, officers, employees, authorised persons and representatives,

all personal data and information (as applicable) provided to the Bank or compiled by the Bank from time to time in connection with the Bank Services are collectively referred to as "Customer Information".

- (ii) The Customer agrees (and, where applicable, for and on behalf of each of its directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
- (1) providing the Bank Services to the Customer, maintaining and operating the Bank Services;
 - (2) processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;
 - (3) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (4) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (5) purposes relating to any of the above.
- (iii) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Bank Services.
- (iv) If the Customer Information includes personal data or other information of any person other than the Customer, the Customer confirms that it will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this clause.
- (g) Customer's responsibilities regarding HKICL FPS
- (i) Present genuine owner or authorised user of Proxy ID and accounts
The Customer can only register his own Proxy ID for the Customer's own accounts or set up eDDA for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Customer in relation to the Faster Payment System, the Customer confirms that it is the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled.
 - (ii) Proxy ID
Any Proxy ID to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Customer as contact information on the Bank's records at the relevant time.
 - (iii) Correct information
 - (1) The Customer has to ensure that all the information provided by the Customer for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.
 - (2) The Customer is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.
 - (3) The Customer acknowledges that the Bank, other Participants and HKICL have the right to deregister any Proxy ID that is no longer correct or up-to-date in accordance with available information without the Customer's consent.
 - (iv) Timely updates
The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Proxy ID (or related records) or any eDDA setup, including without limitation changing the Default Account, or terminating any Proxy ID or eDDA. The Customer acknowledges that keeping the Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.
 - (v) Change of Default Account
If an account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where it maintains that other account.
 - (vi) Transactions binding on the Customer
 - (1) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.
 - (2) For any Proxy ID registration or eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.
 - (vii) Use Bank Services responsibly
The Customer must use the Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:
 - (1) The Customer must comply with all Regulatory Requirements that govern the use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
 - (2) In sending remarks or messages to be displayed to recipients or counterparties of any payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
 - (3) the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that it desires.
 - (viii) Other obligations regarding payments and funds transfers
Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Clause 2.28 and the applicable provisions in these clauses. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
 - (ix) The Customer is responsible for authorised persons
Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
 - (1) the Customer is responsible for all the acts and omissions of each person authorised by it;
 - (2) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on it; and

(3) the Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Clause 2.28 that are applicable to the Customer when acting on the Customer's behalf.

(h) Bank's responsibilities regarding HKICL FPS

Where a fund transfer is effected through HKICL FPS, the Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's Instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.

(i) Limitation of liability regarding HKICL FPS

Without limiting or reducing the effect of Clause 15.7:

- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents; and
- (ii) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (1) the Customer's failure to comply with the obligations relating to the Bank Services; and
 - (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond the Bank's reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by the Bank from the Faster Payment System or Hong Kong Police Force.

3. Bank-Customer Relationship

- 3.1 The relationship between the Bank and the Customer is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the Services provided.
- 3.2 The Customer confirms that the Customer is acting as principal in relation to the Services and the Account.

4. Account Statements

- 4.1 Statements will be provided to the Customer, unless otherwise requested and subject to any applicable charge, at monthly intervals (or such other intervals as may be determined by the Bank from time to time). No account statement will be provided if an account registers no transactions for the relevant period.
- 4.2 The Customer agrees to examine each Statement provided by the Bank to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person ("errors"). The Customer also agrees that the Statement shall, as between the Bank and the Customer, be conclusive evidence as to the balance shown therein and that the Statement shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof, unless the Customer notifies the Bank in writing of any such errors within 90 days after:
 - (i) personal delivery of such Statement to the Customer if it is personally delivered; or
 - (ii) the Bank has posted the Statement if it is sent by post; or
 - (iii) the Bank has emailed the Statement if it is emailed; or
 - (iv) the Bank has placed the Statement in the Personal Internet Banking Profile of the Customer if it is made available therein.

5. Collection and Disclosure of Customer Information

5.1 Definitions

Terms used in this Clause 5 shall have the meanings set out below.

"**Authorities**" includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

"**Compliance Obligations**" means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

"**Connected Person**" means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, beneficiary, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to his relationship with the HSBC Group.

"**controlling persons**" means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

"**Customer Information**" means all or any of the following items relating to the Customer or a Connected Person, where applicable: (a) Personal Data, (b) information about the Customer, the Customer's accounts, transactions, use of the Bank's products and services and the Customer's relationship with the HSBC Group and (c) Tax Information.

"**Financial Crime**" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Laws relating to these matters.

"**Financial Crime Risk Management Activity**" means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank or members of the HSBC Group may take.

"**Laws**" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

"**Personal Data**" means any information relating to an individual from which such individual can be identified.

"Services" includes (a) the opening, maintaining and closing of the Customer's accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Bank's overall relationship with the Customer, including marketing services or products to the Customer, market research, insurance, audit and administrative purposes.

"substantial owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

"Tax Authorities" means Hong Kong or foreign tax, revenue or monetary authorities.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the Customer or a Connected Person.

"Tax Information" means documentation or information about the tax status of the Customer or a Connected Person.

Reference to the singular includes the plural (and vice versa).

5.2 Collection, Use and Sharing of Customer Information

This Clause 5.2 explains how the Bank will use information about the Customer and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the Customer and other individuals (the "Notice") also contains important information about how the Bank and the HSBC Group will use such information and the Customer should read this Clause in conjunction with the Notice. The Bank and members of the HSBC Group may use Customer Information in accordance with this Clause 5 and the Notice.

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 5 or the Notice.

Collection

- (a) The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the Customer directly, from a person acting on behalf of the Customer, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

Use

- (b) The Bank and members of the HSBC Group may use, transfer and disclose Customer Information (i) in connection with the purposes set out in this Clause 5, (ii) as set out in the Notice (applicable to Personal Data) and (iii) in connection with matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Customer) ((i) to (iii) are collectively referred to as the "Purposes").

Sharing

- (c) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

The Customer's Obligations

- (d) The Customer agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a member of the HSBC Group.
- (e) The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of such information as set out in this Clause 5 and the Notice (as may be amended or supplemented by the Bank from time to time). The Customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (f) The Bank may store Customer Information locally or overseas, including in the cloud. The Bank apply its global data standards and policies wherever Customer Information is stored. The Customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Customer Information in the manner described in these Terms and Conditions. The Customer agrees to inform the Bank promptly in writing if he is not able or has failed to comply with the obligations set out in (e) and (f) in any respect.

(g) Where

- the Customer or any Connected Person fails to provide promptly Customer Information reasonably requested by the Bank, or
- the Customer or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Customer), or
- the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

the Bank may:

- be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate its relationship with the Customer;
- take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
- block, transfer or close the Customer's account(s) where permitted under local Laws.

In addition, if the Customer fails to supply promptly his, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the Customer or the Connected Person, including whether the Customer or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

5.3 Financial Crime Risk Management Activity

- (a) Financial Crime Risk Management Activity may include: (i) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Customer Information with other related information in the possession of the HSBC Group; and (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Customer or a Connected Person.
- (b) The Bank and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Customer's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

5.4 Tax Compliance

The Customer acknowledges that he is solely responsible for understanding and complying with his tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Customer is advised to seek independent legal and tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by the Bank or members of the HSBC Group.

5.5 Miscellaneous

- (a) In the event of any conflict or inconsistency between any of the provisions of this Clause 5 and those in or governing any other service, product, business relationship, account or agreement between the Customer and the Bank, this Clause 5 shall prevail.
- (b) If all or any part of the provisions of this Clause 5 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 5 in that jurisdiction.

5.6 Survival Upon Termination

This Clause 5 shall continue to apply notwithstanding any termination by the Customer or the Bank or a member of the HSBC Group of the provision of any Services to the Customer, or the closure of any of the Customer's accounts.

6. Bank's Right of Lien and Set-Off

- 6.1 Without prejudice and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the Customer agrees that the Bank may at any time and without prior notice:
 - (a) combine or consolidate the Account with any other account(s) maintained by the Customer with the Bank;
 - (b) apply (even if such application requires breaking of any deposit before its maturity date) any monies held in any currency to the credit of the Account or any other account in the name of the Customer (the "said monies") against any indebtedness of any type whether actual, contingent, present, future or otherwise and whether owed by the Customer solely or jointly with any other person (the "said indebtedness"); and/or
 - (c) refuse to repay when demanded or when the same falls due any of the said monies to the Customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said monies at that time.
- 6.2 If (a) an Account is credited in error; or (b) an Account is credited in anticipation of receiving funds where those funds are not received or the underlying funds transfer is reversed, the Bank is entitled to reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Account, and debit or demand immediate repayment of any loss, damage or expense incurred by the Bank in connection therewith, as appropriate.
- 6.3 The Bank's rights under Clauses 6.1 and 6.2 shall not be affected by the Customer's death or legal incapacity.

7. Joint Accounts

If the Customer comprises of more than one person:

- (a) each of them shall be jointly and severally liable for obligations and liabilities of the Customer hereunder;
- (b) the Bank is authorised to honour and comply with all cheques, promissory notes, orders, bills, directions or receipts which are signed, sealed and/or chopped by any of such persons, whether the related Account be in credit or overdrawn, and to comply with all Instructions or such other directions given for or in connection with the Account, including, without limitation, an Instruction to close the Account unless otherwise agreed with or stipulated by the Bank, and to accept and act upon all receipts for monies deposited with or owing by the Bank on the Account;
- (c) the authorisation in (b) above may be revoked (i) in writing by any of such persons or (ii) upon the mental incapacity of any of such persons;
- (d) any advance to the Customer by way of overdraft or in any manner howsoever with or without security can be made at the request of any of such persons;
- (e) acceptance of any terms and conditions governing any services rendered by the Bank in respect of the Account by any one of such persons will be deemed acceptance by each and all of them and accordingly, such terms and conditions will be binding on each and all of such persons;
- (f) on the death of any of such persons, the Bank will hold any credit balance on the Account to the order of the survivor(s), without prejudice however to any right which the Bank may have arising out of any lien, mortgage, charge, pledge, set-off, counter-claim or otherwise whatsoever, and the Customer agrees to indemnify the Bank in respect of any claim which may be made against the Bank as a result of complying with the survivor(s)' request and authorisation;
- (g) each of them shall be bound by these Terms and Conditions even though (i) any other person or any person intended to be bound hereby is not or (ii) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
- (h) the Bank shall be entitled to deal separately with any one of them on any matter including (i) the variation or discharge of any liability to any extent or (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons;
- (i) items payable to any of such persons may be credited to the Account;
- (j) in respect of a forward date transaction, the Bank will take the Instruction last received by the Bank before it effects the same in its normal course of business as the final Instruction received from the Customer regarding the same;
- (k) any notice hereunder to any one such person will be deemed effective notification to all such persons; and
- (l) words herein denoting the singular only will be deemed to include the plural.

8. Account Card

- 8.1 The Account Card is, and will at all times be, the property of the Bank. The Customer will not permit any other person to use the Account Card and will at all times safeguard the Account Card and keep it under the Customer's personal control. The Bank reserves the right to withdraw, at its discretion, the Account Card and/or any of the services thereby offered at any time without prior notice.
- 8.2 Subject to the provisions of paragraph 8.5, the Customer will be responsible for all transactions effected by the use of the Account Card, whether authorised by the Customer or not.
- 8.3 The related account(s) will be debited with the amount of any withdrawal, transfer and/or other transactions effected by the use of the Account Card. The Customer will maintain sufficient funds in such account(s) to meet any such transactions.
- 8.4 The PIN is strictly confidential and should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Customer should not keep any written record of any PIN in any place or manner which may enable a third party to use the Account Card.

- 8.5 The loss or theft of the Account Card should be reported to the Bank immediately and confirmed in writing as soon as possible. The Customer will be responsible for all transactions effected by use of the Account Card until such notification. The Bank will debit the Customer's account with any cost incurred in issuing a replacement Account Card.
- 8.6 Cash and/or cheques deposited with any automated teller machines ("ATMs") by use of the Account Card will be credited to the related Account subject to subsequent verification by the Bank in its normal course of business. The statement issued by the ATM at the time of the deposit only represents what the Customer purports to have deposited and will not be binding on the Bank. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared.
- 8.7 The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstances beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the Account Card.
- 8.8 The Account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Account Card provided that prior notice of such charges is given to the Customer.
- 8.9 The Bank reserves the right to disclose, in strict confidence, to other institutions (whether within or outside Hong Kong), such information concerning the Customer's account(s) as may be necessary or appropriate in connection with its participation in any electronic fund transfer network.
- 8.10 Account Card transactions are subject to the respective daily transaction limits as determined by the Bank from time to time.
- 8.11 Account Card transactions which are effected in currencies other than Hong Kong Dollars will be debited to the Account after conversion into Hong Kong Dollars at a prevailing rate as determined by the Bank on the day of conversion.
- 8.12 The Bank accepts no responsibility for the refusal of any merchant establishment to honour the Account Card for whatever reason. Nor will the Bank be responsible in any way for goods or services supplied to the Customer. Complaints against the merchant should be resolved by the Customer with the merchant establishment and no claim by the Customer against the merchant establishment will relieve the Customer from any obligation to the Bank hereunder.
- 8.13 If the Customer uses other services or facilities provided by the Bank (such as the ATM facility), the Customer will also be subject to the terms and conditions applicable to the same (such as the ATM Card Terms and Conditions).

9. Phonebanking Service

- 9.1 The Bank will from time to time determine or specify the scope and features of the Phonebanking Service and to modify, expand or reduce the same at any time and from time to time with or without notice. Where such notice shall, in the sole discretion of the Bank, be given, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, the use of direct mailing material, advertisement or branch display.
- 9.2 The Bank is authorised to act on the Telephone Instructions of the Customer. Each of the Debit Accountholders and the Customer agrees that:
 - (a) the Bank is authorised to act on any Telephone Instructions which the Bank at its sole discretion believes emanate from the Customer by the use of the PIN and the Bank shall not be liable for acting in good faith from Telephone Instructions which emanate from unauthorised individuals and shall not be under any duty to verify the identity of the person(s) giving Telephone Instructions purportedly in the name of the Customer;
 - (b) the Customer shall undertake to keep the PIN strictly confidential at all times and that shall include, without limitation, not disclosing the PIN to any third party under any circumstances or by any means whether voluntarily or otherwise and not to keep any record of the PIN in any place or manner. The Customer shall report to the Bank immediately upon losing the PIN or realising it has fallen into the hands of any unauthorised party;
 - (c) each related Debit Accountholder shall ensure that there are sufficient funds or pre-arranged credit facilities in the Account or Debit Accounts for the purpose of the Telephone Instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such Telephone Instructions due to inadequacy of funds and/or credit facilities provided always that, if the Bank at its sole discretion shall decide to carry out the Telephone Instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to the related Debit Accountholder(s) and each related Debit Accountholder shall be responsible for the resulting overdraft, advance or credit thereby created;
 - (d) any exchange rate or interest rate quoted by the Bank in response to a Telephone Instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction and such confirmed exchange rate or interest rate, if accepted by the Customer through the Phonebanking Service, shall be absolutely binding on the Customer notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication;
 - (e) the Bank shall not be liable to the Customer or any Debit Accountholder for any failure to carry out any Telephone Instruction which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer or any Debit Accountholder for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of any Telephone Instructions; and
 - (f) the Customer and each Debit Accountholder shall jointly and severally keep the Bank indemnified at all times against, and to save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting Telephone Instructions and acting or failing to act thereon unless due to the wilful default of the Bank, such indemnity shall continue notwithstanding the termination of the Account.
- 9.3 The Customer shall notify the holder of the Credit Accounts and Debit Accounts or such other accounts not designated as Credit Accounts but to which the Customer has transferred money using the Phonebanking Service of the details of the transactions performed pursuant to Telephone Instructions. The Bank shall not be responsible to the Customer or any other person for giving any such notice.
- 9.4 The Customer understands and acknowledges that Telephone Instructions may not necessarily be processed by the Bank immediately or on the same day of the giving of such Telephone Instructions due to system constraint or the banking procedures of the Bank. The Customer agrees that the Bank shall not be held responsible to the Customer or any other person for effecting such Telephone Instructions at a later time and the Bank's decision as to when to effect the said Telephone Instructions shall be final and binding on the Customer.
- 9.5 Other Applicable Terms
All agreements, terms and conditions governing the respective accounts, services and products offered under or otherwise covered by the Phonebanking Service at any time and from time to time will continue to apply unless otherwise advised by the Bank. In the event that such agreements, terms and conditions are inconsistent with this Clause 9, the provisions set out in this Clause 9 will prevail to the extent of the inconsistency.

10. Drop & Go Counter Service (applicable to Customer who uses the Bank's Drop & Go Counter Service)

10.1 Service

- (a) The Drop & Go Counter Service allows the Customer to conduct certain banking transactions by submitting the applicable documents and relevant items at designated "Drop & Go Counters" of the Bank for processing by the Bank in accordance with its normal procedures relating to the Drop & Go Counter Service.
- (b) The Customer must ensure and hereby undertakes that all documents and items submitted under the Drop & Go Counter Service are complete, accurate and duly signed where applicable.
- (c) The scope of the Drop & Go Counter Service shall be as determined and notified (via such means of communication as the Bank shall decide) by the Bank from time to time and may include, but not necessarily and among other things, the deposit of Hong Kong dollar banknotes, coins, and the submission of telegraphic transfer applications.
- (d) The Customer shall utilise the Drop & Go Counter Service in accordance with its governing terms and conditions and such other Instructions, guidelines and directions that the Bank shall issue from time to time.

10.2 Deposits

Where the Drop & Go Counter Service allows for the deposit of banknotes, coins and cheques (collectively "Deposits" and each a "Deposit"), the following terms shall apply:

- (a) the Bank shall accept responsibility for the banknotes, coins and cheques after the Bank has received, checked and verified the same;
- (b) the Bank will only credit the Deposits into the designated account(s) after the banknote(s), coin(s) and/or cheque(s) concerned have been counted, checked and verified by the Bank in accordance with its practice and which shall be final, conclusive and binding on the Customer; and
- (c) in case of discrepancy between the amount specified in the pay-in slip and the amount of banknote(s), coin(s) and/or cheque(s) submitted (as counted, checked and verified by the Bank) or if any banknote(s), coin(s) and/or cheque(s) submitted is/are not accepted by the Bank for any reason including, without limitation, in cases where the banknote(s) or coin(s) is/are suspected to be counterfeit, the Bank is only required to credit the amount of banknote(s), coin(s) and/or cheque(s) as counted, checked, verified and accepted by the Bank to the designated account(s) and which shall be final, conclusive and binding on the Customer.

10.3 Others

- (a) The Customer shall indemnify the Bank against all loss, damages, claims, proceedings, liabilities, costs (including legal costs on a full indemnity basis) and expenses as shall be reasonably incurred or suffered by the Bank arising out of or in connection with the provision of the Drop & Go Counter Service by the Bank and/or the use thereof by the Customer.
- (b) The Bank shall not be liable for any loss, damages or expenses suffered by the Customer arising from its failure or delay in providing the Drop & Go Counter Service and/or the use of the Drop & Go Counter Service by the Customer including, without limitation, any delay in respect of its processing of the documents and items submitted under the Drop & Go Counter Service, including, without limitation, any delay in the counting, checking, verification and acceptance of the banknote(s), coin(s) and/or cheque(s) submitted or the crediting thereof to the designated account(s) or any partial completion of or failure or inability to act on any of the Customer's Instructions or directions in respect thereof for whatever reasons not due to the Bank's gross negligence or wilful default including for reasons outside the Bank's reasonable control. The Bank shall not be liable for any loss of profits, or any indirect or consequential loss, damages or expenses.

11. e-Cheques

11.1 e-Cheques Deposit Services provisions - applicability and definitions

- (a) The provisions in this Clause 11 apply to the Bank's services relating to e-Cheques. The other provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 11. The provisions of this Clause 11 prevail if there is any inconsistency between them and the other provisions of these Terms and Conditions with respect to the e-Cheques Deposit Services.

- (b) For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be).

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Deposit Services" mean the services offered by the Bank to customers from time to time for depositing e-Cheques.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited, which may be a sole name or a joint name account of the payee acceptable by the Bank from time to time for the purposes of e-Cheque Deposit Services.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

11.2 Nature and scope of e-Cheques Deposit Services

- (a) The Bank may provide e-Cheques Deposit Services at the Bank's discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channel offered by the Bank, in accordance with Clause 11.3 below.

- (c) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time.
- (d) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (ii) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

11.3 e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Deposit Channel provided by the Bank.
- (b) e-Cheque Drop Box Service
 - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
 - (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
 - (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
 - (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- (c) The Bank's Deposit Channel
 - (i) The Deposit Channel is available in the public website of the Bank.
 - (ii) Any e-Cheques presented using the Deposit Channel after the applicable daily cut-off time on a Business Day will be treated as having been received by the Bank on the next Business Day.
 - (iii) After presentment of an e-Cheque using the Deposit Channel, there are other validations and procedures in relation to presentment, clearing and settlement of an e-Cheque and the acceptance by the Bank of an e-Cheque presented using the Deposit Channel itself does not guarantee clearing and settlement.
 - (iv) The Bank will only credit to a Payee Bank Account such e-Cheques presented to the Bank using the Deposit Channel after verification and validation to the Bank's satisfaction, and the Bank's decision is final and binding on the Customer.
 - (v) The Customer shall ensure that an e-Cheque presented to the Bank using the Deposit Channel is complete, accurate, virus free and in a prescribed format acceptable to the Bank from time to time. The Bank has the right not to accept an e-Cheque presented to the Bank using the Deposit Channel without giving any reason.
 - (vi) The Bank has the right to charge or vary the fees relating to the use of the Deposit Channel. The Bank will give the Customer prior notice of new fees or any variation of fees. The Bank may collect fees from the Customer in such manner and at such intervals as the Bank may specify.
 - (vii) In addition to these Terms and Conditions, by using the Deposit Channel, the Customer will be considered to have accepted the applicable terms and conditions published on the public website of the Bank and will be bound by them.
 - (viii) The Bank may specify or vary from time to time (A) the available Deposit Channel(s) without notice; and (B) the terms governing the use of any Deposit Channel.

11.4 Handling of e-Cheques, associated risks and the Bank's liabilities

- (a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.
- (b) Limitation of the Bank's liability
 - (i) Except as set out in paragraph (ii) below, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Customer or any other person using the Deposit Channel provided by the Bank to the Customer.
 - (ii) If it is proved that the events in paragraph (i) above was caused by negligence or wilful default of (1) the Bank, (2) the Bank's agents or nominees, or (3) the Bank's officers or employees or that of the Bank's agents or nominees, then the Bank will be liable for any loss and damage the Customer incurs or suffers that is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
 - (iii) For clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 - (2) the Customer's failure to comply with his obligations relating to the e-Cheques Deposit Services;
 - (3) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and

in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

- (c) The Customer's confirmation and indemnity
 - (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
 - (ii) The Customer will indemnify and reimburse (1) the Bank, (2) the Bank's agents and nominees, and (3) the Bank's officers and employees and that of the Bank's agents or nominees for all actions, proceedings and claims which may be brought by or against the Bank or such persons, and for all losses, damages and reasonable amounts of costs and expenses which the Bank or such persons may incur or suffer as a result of or in connection with the Customer's use or the Bank's provision of the e-Cheques Deposit Services.
 - (iii) If it is proved that any actions, proceedings, claims, losses, damages or amounts set out in paragraph (ii) above was caused by negligence or wilful default of (1) the Bank, (2) the Bank's agents or nominees, or (3) the Bank's officers or employees or that of the Bank's agents or nominees, then the Customer is not liable under paragraph (ii) above to the extent that it is direct and reasonably foreseeable arising directly and solely from such negligence or wilful default.
 - (iv) The indemnity in Clause 11.4(c) shall continue after the termination of the e-Cheques Deposit Services, the Account or these Terms and Conditions.

12. Communication Address and Change of Customer's Particulars

- 12.1 The Customer warrants that all particulars given to the Bank (whether in an account opening form or otherwise) are, to the best of the Customer's knowledge, accurate and acknowledges that the Bank may make use of any such particulars recorded with the Bank (including without limitation address, telephone number, email address and fax number) (collectively "Contact Details") as a means of communication with the Customer (whether through letters, telephone calls, SMS, fax, email or otherwise). The Customer undertakes to notify the Bank (in such manner as may be prescribed or accepted by the Bank from time to time) of any change of the Contact Details.
- 12.2 These Terms and Conditions and any communications delivered personally, sent by post, facsimile transmission, telex or email 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 Hong Kong Special Administrative Region ("HKSAR") and seven days after posting if such address is outside the HKSAR or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the customer to the Bank. Where the said Terms and Conditions and communications are made available in the Personal Internet Banking Profile of the Customer maintained with the Bank, they shall be deemed to have been received by the Customer once they are made available therein. Communications sent by the customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

13. Account Fee, Charges and Interest

- 13.1 A non-refundable account fee in such amount as the Bank may from time to time determine will be debited to the Account in such manner and at such intervals as the Bank shall decide.
- 13.2 The Bank may impose service fees, facility fees and/or other charges (including without limitation charges on the credit balance of any account) from time to time as the Bank at its sole discretion thinks fit. The Bank's charges, as in effect from time to time, apply to all accounts and a list of such charges is available upon request at any branch of the Bank. The Bank reserves the right to, at any time and without notice, debit any one or more account(s) of the Customer maintained with the Bank for the purposes of settling these service fees, facility fees and/or other charges, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 13.3 The Customer agrees that the Bank may use one or more members of the HSBC Group or other third parties to assist the Bank in providing services to the Customer or fulfilling the Customer's requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to the Bank. Remuneration may also be payable by the Bank to members of the HSBC Group or other third parties where the Customer has been introduced to the Bank by them. Any such payment will not affect the amount of fees and charges payable by the Customer with respect to accounts held with or services rendered by the Bank.
- 13.4 The Customer shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by these Terms and Conditions. The Customer shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:
 - (a) maintaining the accounts for the Customer;
 - (b) providing services to or transacting with the Customer; and/or
 - (c) a breach of any of these Terms and Conditions or any applicable laws and regulations by the Customer.
- 13.5 Where a negative interest rate applies to any currency, the Bank has the right to impose negative interest on credit balances on any account that are denominated in such currency. Where such interest becomes payable by the Customer to the Bank, the Bank is entitled to debit any one or more account(s) of the Customer maintained with the Bank for the purposes of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.
- 13.6 The Bank reserves the right to suspend the Account if the Customer fails to settle any fees, charges or negative interest imposed by the Bank.

14. Termination of Account; Variation of Terms

- 14.1 The Bank may terminate the Account with prior notice (save under exceptional circumstances when termination may be made without notice) and with or without cause.
- 14.2 These Terms and Conditions may, at the Bank's sole discretion, be changed from time to time upon giving the Customer prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the Customer does not close the Account prior to the expiry of the notice period, the Customer shall be deemed to have agreed to such change.

15. Miscellaneous General Provisions

- 15.1 Collecting Agent. The Bank reserves the right to employ collection agent(s) and third parties to collect any outstandings or overdue amount owed by the Customer. The Customer shall keep the Bank indemnified for costs and expenses *including without limitation legal fees, costs of engaging collection agent(s) and such other third parties and other expenses* which are of reasonable amount and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstandings or overdue amount.
- 15.2 Tape Recording. In the course of providing its services, the Bank (or its agent) may need to (but shall not be obliged to) record and monitor verbal Instructions received from the Customer and/or any verbal communication between the Customer and the Bank (or its agent) in relation to such services. The Bank reserves the right to destroy these recording after such period of time as it considers prudent. The Bank (or its agent) may collect, store and analyse recordings of the voice of the Customer to generate a "voice print" that is unique to the Customer, and use this voice print to identify the Customer when the Customer calls the Bank.

- 15.3 **Microfilming/Scanning.** The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.
- 15.4 **Bank's By-laws and Practices.** All Services and Accounts, the interest thereon, service charges and other matters relating thereto, shall be governed, in addition to these Terms and Conditions, by the Rules of Hong Kong Association of Banks and the Bank's by-laws, regulations and practices, brought to the attention of the Customer by display, advertisement or otherwise, as the foregoing are in effect from time to time.
- 15.5 **Waivers and Remedies.** No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to the Bank herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.
- 15.6 **Partial Invalidity.** If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.
- 15.7 **The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the Customer to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.**
- 15.8 **Appointment of Agent.** The Bank may appoint any agent, service provider or sub-contractor to perform any of its obligations hereunder.
- 15.9 **Assignment of Bank.** The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the Customer's agreement.
- 15.10 **Loss of Seal etc.** In the event of loss of the identity document, seal or chop used for operating any Account, the Customer must immediately notify the Bank in writing. The Bank will not be responsible for any payment made prior to receiving such written notice.
- 15.11 **Third Party Rights.** No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- 15.12 **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Note: 1. *In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.*

2. *It is important that you read and understand the above terms and conditions. Please contact us for any enquiry on these terms and conditions.*

Definitions

"**Account**" means the Super Ease Account.

"**Account Card**" means any card in relation to the Account issued to the Customer by the Bank which may be used to effect banking transactions by electronic means, whether at automated teller machines, point of sale terminals or otherwise.

"**Bank**" means The Hongkong and Shanghai Banking Corporation Limited, including its successors and assignees.

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday, on which banks are open for general business in Hong Kong.

"**Customer**" means the person who is the holder of an Account. Where there is more than one such person, references to the "Customer" shall be construed, as the context requires, to any, all or each of them.

"**Credit Account**" means any account (for the purpose of this definition, including but not limited to the Account) maintained with the Bank for the time being designated for the purpose of receiving deposit of funds in relation to the Phonebanking Service.

"**Debit Account**" means, subject to the related Debit Account holder(s) having agreed to the terms of Clause 9, any account (for the purpose of this definition, including but not limited to the Account) maintained with the Bank for the time being designated for the purpose of making withdrawal of funds in relation to the Phonebanking Service.

"**Debit Account holder**" means each account holder of a Debit Account, including for the avoidance of doubt the Customer.

"**HKD**" means Hong Kong dollars.

"**Hong Kong**" means the Hong Kong Special Administrative Region.

"**HSBC Group**" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member of the HSBC Group" has the same meaning.

"**Instruction(s)**" means each and any instruction given in writing, by telephone, via the automated teller machines, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums as may be acceptable to the Bank from time to time.

"**Personal Data**" means personal information of the Customer or that of any other person provided by the Customer.

"**Phonebanking Service**" means the services provided by the Bank to the Customer as set out in Clause 9 which may be utilised by the Customer through the telephone.

"**PIN**" means the personal identification number or code, or voice print or other biometric credential of the Customer, that applies or is used for the purpose of identification of the Customer in giving instructions to the Bank by telephone or for use with an ATM Card or a Credit Card as applicable. A PIN may be designated by the Bank or the Customer or generated by a security device designated or approved by the Bank or generated by the Bank collecting and analysing the Customer's voice or other biometric credential as shall be applicable.

"**Securities**" or "Security" means such stocks, shares, warrants, bonds, Unit Trusts and other securities.

"**Services**" means any one or more of the services made available to the Customer under the above Terms and Conditions at any time and from time to time including, without limitation, credit facilities and Account Services.

"**Telephone Instructions**" means Instructions given by the Customer by telephone.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.