

# Customer Terms 客戶條款

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### Important notice

#### You need to read this document.

It sets out the general terms and conditions of our personal banking relationship with you. These terms and conditions apply to each *product* we agree to provide to you from time to time. They apply in addition to other documents including the *product terms* and the *tariff sheet* but they do not apply to any existing facility, product or service we provide to you to the extent that they are subject to separate terms and conditions.

If you need to contact us about any aspect of our relationship, contact your branch or use phone banking.

#### Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained at the end of these Customer Terms and at the end of the applicable *product terms*.

### 重要提示

#### 務請審閱本文件。

本文件載列本行與閣下之間個人銀行關係的一般條款及細則。此等條款及細則適用於本行不時同意向閣下提供的各項產品，附加於包括產品條款及收費表等其他文件，但不適用於本行向閣下提供而適用其他條款及細則的任何已有設施、產品或服務。

閣下如需向本行查詢客戶關係的任何細節，請聯絡所屬分行或使用電話銀行服務。

#### 關鍵詞

以此格式呈現的關鍵詞和本行銀行協議所用其他詞語的涵義在本客戶條款和適用產品條款的結尾闡述。

## Part A - Our banking relationship

### 1 The terms of our relationship

- 1.1 We have a range of *products* designed to suit your personal banking needs. The specific features of our *products* are available on request. Some *products* may not be available to you depending on your location.
- 1.2 If you want to use a *product*, you need to complete an *application* to ask us to approve your use of it. Different eligibility criteria may apply to different *products*. These may include minimum or maximum age or deposit amounts. We may refuse an *application* for any reason. Unless required by law, we do not need to give you a reason.
- 1.3 If we agree to provide a *product* to you, the terms on which you may use the *product* are called our "banking agreement". This is made up of the following documents for the *product*:
- the *application*;
  - any *letter of offer*;
  - these Customer Terms;
  - the *product terms*;
  - our *approval*;
  - the *tariff sheet*;
  - any guidelines we issue in connection with use of the *product* (including guidelines for use of *electronic banking services*);
  - any other terms and conditions that form part of our banking agreement as varied or replaced from time to time.

A separate banking agreement is entered into each time you and we agree that you may use a *product*. For example, if you accept a *letter of offer* for more than one *product*, a separate "banking agreement" is established at that time for each *product* on the terms set out, or referred to, in the *letter of offer*.

The terms of our banking agreement apply to each use of the *product* by you or any *authorised person*. If you or an *authorised person* does not agree with the terms of our banking agreement, you or they should not carry out the transaction or access any *account*. You are responsible for ensuring that each *authorised person* complies with our banking agreement and for anything an *authorised person* does in connection with our banking agreement. You must ensure that each *authorised person* is given a copy of the terms that apply to any *product* they use.

- 1.4 If you are not a resident of Hong Kong, additional terms and conditions may apply as notified by us at any time.

## A 部 - 我們的銀行關係

### 1 我們之間關係的條款

- 1.1 本行提供各種針對閣下個人理財需要而設的*產品*。歡迎索取本行*產品*的具體特點資料。視乎閣下所在地區，部分*產品*未必能向閣下提供。
- 1.2 閣下如欲使用某項*產品*，需要填妥*申請*以便本行批核。不同的*產品*可能有不同的使用資格條件，可能包括最低或最高年齡或存款數額等。本行可以任何理由拒絕某項*申請*。除法律規定者外，本行毋須向閣下提供任何理由。
- 1.3 倘若本行同意向閣下提供一項*產品*，閣下使用有關*產品*所據條款稱為本行的「銀行協議」。銀行協議由下列關於有關*產品*的文件構成：
- *申請*；
  - 任何*要約書*；
  - 本客戶條款；
  - *產品*條款；
  - 本行的*批核*；
  - *收費表*；
  - 本行就*產品*的使用發出的任何指引（包括使用*電子理財服務*的指引）；
  - 構成本行銀行協議的不時修改或替代的任何其他條款及細則。

各別銀行協議將於每次閣下與本行就閣下可使用某項*產品*而達成共識時分別訂立。例如，如閣下就多於一項*產品*接納*要約書*，則其時，各別「銀行協議」將就每項*產品*根據*要約書*內的條款而訂立。

閣下或任何授權人士每次使用*產品*，均須遵守本行銀行協議的條款。閣下或授權人士如不同意本行銀行協議的條款，則閣下或有關授權人士不應進行有關交易或使用任何*戶口*。閣下有責任確保各授權人士遵守本行銀行協議，並須對授權人士就本行銀行協議的一切行為負責。閣下必須確保各授權人士均獲提供其使用的任何*產品*的適用條款副本。

- 1.4 閣下如非香港居民，則可能須遵守本行於任何時間通知的額外條款及細則。

1.5 A reference to terms and conditions by any name in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in our banking agreement.

1.6 If there is any inconsistency between:

- these Customer Terms and any specific terms (such as the *product terms* or any *letter of offer*), the specific terms prevail; and
- the English version of our banking agreement and any translations, the English version prevails.

## 2 Pre-conditions to use of any product

We need not provide any funds to you or otherwise allow you to use a *product* if:

- we consider you may be in *default*;
- you have not satisfied any pre-conditions to use set out in our *approval*, our *letter of offer*, the applicable *product terms*, elsewhere in our banking agreement or as we notify you at any time;
- you have not given us the *security* (if any) we require in addition to the *security* set out in Part I (Security);
- we consider that you may not be able to satisfy your obligations to us under our banking agreement. We may determine this is the case if, for example, there has been a change in your financial position since the date of your *application*;
- we advise you that funds can only be provided or the *product* can only be used during a specified period (called the availability period), and that period has expired;
- your request for funds exceeds the applicable limit;
- you have not provided us with all other documents and information we reasonably request;
- you give us any incorrect, incomplete or misleading information or make an incorrect or misleading representation or warranty.

In addition, for some *products* we need not provide funds to you or otherwise allow you to use the *product*, if, in our absolute discretion, we decide not to do so (see the applicable *product terms*).

## 3 Review

We may review the terms of our banking agreement (including the *product terms* and your conduct under our banking agreement) annually or at any time. Even if there is no *default*, we may (subject to applicable law), at any time:

1.5 本行所提供的任何表格、聲明、手冊及其他文件凡以任何名稱提及條款及細則，均指本行銀行協議的有關條款及細則。

1.6 以下各項如有不相符之處：

- 就本客戶條款和任何特定條款（例如*產品條款*或任何*要約書*）而言，以特定條款為準；而
- 就本行銀行協議的英文版本和任何翻譯版本而言，以英文版本為準。

## 2 使用任何產品的前提條件

在下列任何情況下，本行不需向閣下提供任何資金或允許閣下使用*產品*：

- 本行認為閣下可能涉及*違約*；
- 閣下不符合本行*批核*、本行的*要約書*相關*產品條款*、本行銀行協議其他部分所列或本行任何時間知會閣下的任何前提條件；
- 除I部（*抵押*）所列的*抵押*外，閣下並無提供本行要求的*抵押*（如有）；
- 本行認為閣下未必有能力履行閣下根據本行銀行協議對本行承擔的義務。舉例而言，倘若在閣下*申請*日期之後，閣下的財務狀況有變，則本行可能有此認定；
- 本行通知閣下只可在特定期間（稱為*提供期*）提供有關資金或使用有關*產品*，而該期間已經屆滿；
- 閣下要求的資金超出有關限額；
- 閣下並無向本行提供本行合理要求的所有其他文件及資料；
- 閣下給予本行任何不確、不全或誤導資料，或作出不確或誤導聲明或保證。

此外，對於部分*產品*而言，倘若本行決定（本行有絕對酌情決定權），則可毋須向閣下提供資金或允許閣下使用*產品*（見相關*產品條款*）。

## 3 檢討

本行可每年或隨時檢討本行銀行協議的條款（包括*產品條款*及閣下在本行銀行協議下的行為）。即使並無出現*違約*，在相關法例允許的情況下，本行可隨時：

- terminate or cancel our banking agreement;
  - vary any limit or interest rate applying to the *product* or vary the term of the *product*;
  - require additional *security*;
  - otherwise vary the terms of our banking agreement.
- 終止或取消本行銀行協議；
  - 調整任何限額或適用於有關產品的利率或修改產品的條款；
  - 要求提供額外抵押；
  - 以其他方式修改本行銀行協議的條款。

## Part B - Operating accounts

### 4 Authority

#### Account operating authority

4.1 When you apply for a *product*, you must give us account operating authority details:

- for all *authorised persons*; and
- for *joint accounts*, the method of operation (either, any one accountholder to give instructions or all accountholders to give instructions jointly). If no method of operation is specified, any one accountholder may operate the account.

If on a *joint account* you require more than one accountholder to sign, then you will be able to view (but not give instructions on) the *account* using an *electronic banking service* if each relevant accountholder approves the relevant access.

- 4.2 We act on the account operating authority until you vary (by removing or adding *authorised persons*) or cancel it. If you want to vary the account operating authority by changing either the *authorised persons* or the method of operation, or cancel the account operating authority, you must give instructions in writing to us. On receipt of the instructions, we vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 banking days after we accept your instructions.
- 4.3 We honour for payment all cheques and other instruments signed in accordance with the previous authority if they are dated before, but presented after, we have processed the instructions.
- 4.4 We rely on any instructions given by an *authorised person* in accordance with the account operating authority.
- 4.5 If you or an *authorised person* sign only using a name chop but a *product* requires a handwritten signature you or the *authorised person* must provide us with a specimen of your or their handwritten signature and it becomes your or their signature for all *accounts*.
- 4.6 We may act on instructions confirmed by a name chop or signature that matches any name chop or specimen signature in our records about you or an *authorised person*.

#### Scope of account operating authority

- 4.7 Except to the extent you may limit the authority of an *authorised person* each *authorised person* may act on the *account*. Depending on the *product*, an *authorised person* may:

## B 部 - 操作戶口

### 4 權力

#### 戶口操作權

4.1 閣下申請一項產品時，必須向本行提供下列戶口操作權詳情：

- 有關所有授權人士的資料；及
- 有關聯名戶口的操作形式（即指示可由任一戶口持有人作出或須由所有戶口持有人共同作出）。如無指定操作形式，則任一戶口持有人均可操作戶口。

如就聯名戶口而言，閣下須要多於一名戶口持有人簽署，則閣下可透過電子理財服務（如每名戶口持有人均同意有關使用）查看該戶口（但不能給予指示）。

- 4.2 本行根據戶口操作權行事，直至閣下修改（增減授權人士）或取消有關權力為止。閣下如欲變更授權人士或操作形式而修改戶口操作權，或擬取消戶口操作權，則須向本行作出書面指示。本行會在收到有關指示後修改或取消戶口操作權。有關修改或取消會在本行收到閣下指示起計7個營業日內生效。
- 4.3 在本行處理有關指示之前根據原有權力簽署但在其後呈交兌現的所有支票及其他文據，本行均會按其兌現。
- 4.4 本行依賴於戶口操作權下授權人士作出的任何指示。
- 4.5 倘若閣下或授權人士僅以印章簽署，但產品要求親筆簽署，則閣下或授權人士必須向本行提供閣下或授權人士的親筆簽署式樣，而此親筆簽署式樣會成為閣下或授權人士所有賬戶的簽署。
- 4.6 任何指示如經符合本行有關閣下或授權人士印章或簽署式樣紀錄的印章或簽署確認，則本行可按其行事。

#### 戶口操作權的範圍

- 4.7 除閣下對授權人士的權力可能設定的限制外，各授權人士均可操作戶口。視乎產品，授權人士可：

- draw cheques;
  - overdraw to any extent permitted by us;
  - withdraw money in any manner;
  - give and cancel authorities in our usual form for periodical payments;
  - stop a payment of a cheque drawn on the *account*;
  - access and operate the *account* using an *electronic banking service* in accordance with our banking agreement;
  - obtain statements of *account* and any information required concerning the *accounts* generally;
  - obtain cheque books and endorse cheques or other instruments payable to your order or if it is a joint *account*, payable to any one or more of you; and
  - elect on your behalf to receive *eStatements* and notices electronically (instead of by mail), and cancel that election.
- 簽發支票；
  - 在本行允許的範圍內透支；
  - 以任何方式提取款項；
  - 按本行慣常的形式發出和取消定期付款授權；
  - 停止兌現以戶口開出的支票；
  - 根據本行銀行協議通過電子理財服務運用和操作戶口；
  - 索取戶口月結單及有關戶口的任何一般所需資料；
  - 索取支票簿及認可供閣下備兌（如屬聯名戶口，則供閣下全體或任一備兌）的支票或其他文據；及
  - 代表閣下選擇收取電子月結單及電子通知（而非郵寄版本），以及取消有關選擇。

### Conducting an account in joint names

4.8 Unless otherwise agreed with us when a joint *account* is opened:

- operations on the *account* are governed by the *account* operating authority;
- we need not enquire into the circumstances of any instructions any of you may give in relation to the conduct of the *account*;
- we are authorised to accept for credit of the joint *account*, any cheque or other instrument payable to one or more of you;
- each of you is liable to us jointly and separately for the *balance owing* (including if we permit an overdrawn); and
- if one of you dies, the surviving account holder may give instructions and obtains title to the *account*, subject to any applicable law.

4.9 If one joint account holder dies, the obligations of the surviving account holder and our rights (including set off) under our banking agreement are not affected.

## 5 Instructions

### Authorised persons

5.1 You authorise us to act on instructions from you or any *authorised person* (including any instructions we believe to have been given by you or an *authorised person*). You acknowledge

### 操作聯名戶口

4.8 除與本行另有協定者外，開立聯名戶口時：

- 戶口操作受戶口操作權規管；
- 本行毋須查閱閣下任何一方就操作戶口可能作出的任何指示之相關情況；
- 本行獲授權接納供閣下全體或任一備兌的任何支票或其他文據，以誌入聯名戶口；
- 閣下各方就欠款結餘（包括本行批准透支所致者）共同及各別對本行負責；及
- 在任何相關法例允許的情況下，閣下各方當中如有人身故，其餘戶口持有人均可發出指示及取得戶口之所有權。

4.9 倘若其中一名聯名戶口持有人身故，其餘戶口持有人在在本行銀行協議下的義務及本行在其下的權利（包括抵銷權）概不受影響。

## 5 指示

### 授權人士

5.1 閣下授權本行根據閣下或任何授權人士的指示（包括本行相信由閣下或授權人士發出的任何



that for *electronic banking services*, we may require use of a *security code* and use of a *security code* is evidence that the instruction is authorised by you or an *authorised person*. However, also see clause 17 (Liability for transactions).

### Form of instructions

5.2 Instructions must be given in writing. However, we may accept instructions by telephone, fax or through any *electronic banking service*, subject to execution and provision of any documents we may require.

You are responsible for ensuring the accuracy and completeness of instructions.

5.3 You acknowledge that all instructions given (and our records of those instructions) in electronic form are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form.

5.4 You must ensure your *account* has sufficient funds for the purposes of giving instructions to us.

5.5 All instructions are irrevocable and binding on you.

5.6 Contact us if you need to confirm that an instruction has reached us and that it will be carried out by a particular time.

### How we may act

5.7 We may:

- act on incomplete or unclear instructions if we reasonably believe we can correct the information without referring to you or an *authorised person*. Otherwise, we may refuse to act on incomplete or unclear instructions;
- act on instructions which conflict with each other and determine the order of acting if multiple instructions are received;
- specify conditions on which we accept any instructions;
- verify any instruction we receive by contacting you;
- act in accordance with our usual business practice and procedure and we need only accept instructions if we consider it reasonable and practicable to do so. For example, we may refuse to act if an instruction may involve a breach of our policy, any security procedure or any law or requirement of any authority, result in an *account* being overdrawn, appears to

指示) 行事。閣下確認，本行對於電子理財服務可能要求使用保安密碼，而使用保安密碼即證明有關指示經閣下或授權人士授權。然而，亦請參閱第17條(交易責任)。

### 指示形式

5.2 指示必須以書面作出。然而，本行或會接受經由電話、傳真或任何電子理財服務作出的指示，惟或須簽署及提供本行可能要求的任何文件。

閣下有責任確保指示準確完整。

5.3 閣下確認，以電子形式作出的所有指示(及本行的有關指示紀錄)均屬書面文件正本。閣下同意不會以其為電子形式為由，質疑其有效性、可接納性或可強制執行性。

5.4 閣下必須確保閣下的戶口有足夠資金應付閣下給予本行的指示。

5.5 閣下所有指示概不可撤回，並對閣下有約束力。

5.6 閣下如需確認本行收悉指示並會在特定時間前執行，請與本行聯絡。

### 本行如何執行指示

5.7 本行可以：

- 執行不完整或不清晰的指示，前提是本行合理相信毋須向閣下或授權人士查詢而能夠自行更正有關資料。否則，本行可以拒絕執行不完整或不清晰的指示。
- 執行互相衝突的指示，並且在收到多個指示時自行決定執行順序；
- 訂定本行接納任何指示的條件；
- 聯絡閣下核實本行所收的任何指示；
- 根據本行慣常的業務運作及程序執行，並且只需在本行認為合理和實際可行的情況下接納指示。舉例而言，倘若指示可能涉及違反本行政策、任何保安程序或任何法例或任何機關規定、導致戶口透支、似乎與另一聯名戶口持有人的指示衝突或本行真誠相信或懷疑未經授權，則本行可拒絕執行。

conflict with another instruction from a joint accountholder or if we genuinely believe or suspect the instruction is unauthorised.

### Payment instructions

- 5.8 You authorise us to act as the instructing financial institution to send your payment instructions (for example a cheque, traveller's cheque, money order or other similar instrument). You also authorise us and each member of the *Standard Chartered Group* or any third party who receives the payment instructions to act on them as if you had sent the payment instructions directly to them.

### Inability to process

- 5.9 If we cannot process instructions, we will attempt to notify you as soon as possible.

### Timing

- 5.10 If we receive an instruction on a non-business day or after our "cut-off time" for a *product*, we may treat it as having been received on the next business day.

### Stopping a transaction

- 5.11 If we are instructed in writing to stop a transaction, we will attempt to do so. However, we are not liable for any *loss* you incur if we cannot do so.

### Risks

- 5.12 You acknowledge and accept the risks of giving instructions by telephone, fax or through any *electronic banking service* (including the risk of any instructions being unauthorised or given by an unauthorised person, the risk that we may process instructions twice if you send the same instructions to us in different forms and the risk that any information sent by *electronic banking services* cannot be guaranteed to be secure or free from virus or delay).

### Instructions from us

- 5.13 You and each *authorised person* must follow our instructions in connection with a *product* and comply with all applicable laws.

## 6 Account overdrawing

- 6.1 If you or an *authorised person* makes any withdrawal, payment or other transaction on an *account* (including by cheque or use of a *card* or *electronic banking service*) or any other debit is made to the *account* which would result in:

- a debit (or negative) balance in the *account*;
- or

### 付款指示

- 5.8 閣下授權本行作為指示財務機構，發出閣下的付款指示（例如支票、旅行支票、匯票或類似文據）。閣下亦授權本行及收到付款指示的渣打集團各成員機構或任何第三方執行指示，猶如閣下直接向其發出付款指示。

### 無法處理

- 5.9 本行如無法處理指示，會嘗試盡快通知閣下。

### 時間

- 5.10 本行如在非營業日或本行的產品「截止時間」之後收到指示，會視為在第二個營業日收到處理。

### 停止交易

- 5.11 本行如接獲停止某項交易的書面指示，會嘗試執行，但對於無法停止交易而導致閣下蒙受的任何損失概不負責。

### 風險

- 5.12 閣下確認並且接受通過電話、傳真或任何電子理財服務發出指示的風險（包括任何指示未經授權或由未經授權人士發出的風險，本行因閣下以不同形式發出相同指示而執行該指示兩次的風險，以及經電子理財服務發出的任何資料未必保密或不受病毒或延誤影響的風險）。

### 本行的指示

- 5.13 閣下及各授權人士必須依據本行就個別產品發出的指示行事，並須遵守所有適用法例。

## 6 戶口透支

- 6.1 倘若閣下或授權人士對戶口作出任何提款、付款或其他交易（包括以支票或卡產品或電子理財服務作出）或戶口的任何其他扣賬，而導致：

- 戶口出現結欠（或負值）餘額；或
- 超逾備用透支或其他貸款服務給予該戶口的任何協定透支上限，

則稱為戶口透支。

- any agreed overdraft limit applying to the *account* under a line of credit or other loan facility being exceeded,

this is known as overdrawing the *account*.

#### 6.2 We need not:

- accept any instruction or allow any withdrawal or transaction or honour any cheque or other instrument drawn on an *account*, which would cause an *account* to be overdrawn; or
- transfer funds from any other *account* to the overdrawn *account* in order to effect the withdrawal or transaction.

6.3 We may (but need not) allow an *account* to be overdrawn (even if no request has been made for an overdraft) if we believe that an overdraft is necessary for us to carry out instructions from you or an *authorised person*.

6.4 If we allow an *account* to be overdrawn:

- this only applies for that particular instruction and this does not mean that we will allow a similar overdraft in the future;
- the amount by which the *account* is overdrawn is treated as an advance by us to you and you owe us a debt equal to that amount;
- when we ask, you must repay that advance and any interest which is calculated in accordance with our usual practice and at the interest rate that we notify to you.

## 7 Notices and communications

### Contact information

7.1 You must give us in writing or by any other means we specify your address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with our banking agreement. If these details change you must give us reasonable advance notice in a manner we specify before the change has taken place.

### Form of notices and communications

7.2 Unless otherwise provided in our banking agreement, notices and communications must be sent to the address, telephone number, fax number, email address or mobile phone number last notified.

7.3 In some cases, our notices and communications may be made as public announcements in daily newspapers, posted at any of our branches or on our website.

6.2 本行不需要：

- 在會導致戶口透支的情況下接納任何指示或允許任何提款或交易或兌現任何支票或其他文據；或

- 從任何其他戶口轉賬至透支戶口，以便進行提款或交易。

6.3 倘若本行認為執行閣下或授權人士的指示而必須透支，則本行可以（但非必須）允許戶口透支（即使並無作出透支要求）。

6.4 倘若本行允許戶口透支：

- 這只適用於有關指示，並不表示本行日後也會允許類似的透支情況；

- 戶口透支數額視為本行向閣下提供的墊款，而閣下欠本行同額債項；

- 閣下必須在本行要求時償還有關墊款，另加按照本行慣常做法及本行通知閣下的利率計算的任何利息。

## 7 通知及通訊

### 聯絡資料

7.1 閣下必須就本行銀行協議的相關通知及其他通訊，向本行書面或以本行指定的任何其他方式提供閣下的地址、電話、傳真號碼、電郵地址及手提電話號碼。該等資料如有更改，務請在更改生效前給予本行合理的預先以本行指定的方式通知。

### 通知及通訊形式

7.2 除本行銀行協議另有規定者外，通知及通訊必須發往最後知會的地址、電話號碼、傳真號碼、電郵地址或手提電話號碼。

7.3 在若干情況下，本行的通知及通訊可能以報章、本行分行或網站上刊發的公告形式作出。

### 致閣下的通知及通訊生效時間

7.4 除本行銀行協議另有規定者外，本行致閣下的通知及通訊生效時間如下：

- 倘以傳真發出，則於傳真報告所示的成功發送時間生效；

### When notices and communications to you are effective

7.4 Unless otherwise provided in our banking agreement, our notices and communications to you are effective:

- if sent by fax, at the time shown on the transmission report as being successfully sent;
- if delivered personally, at the time of delivery;
- if sent by post within Hong Kong, 2 days after posting;
- if sent by post outside Hong Kong, 7 days after posting;
- if sent by email or SMS, 4 hours after we send it unless we receive a delivery failure receipt;
- if delivered via the online banking inbox, 24 hours after we send it; and
- if published in daily newspapers, posted at any of our branches or on our website, at the time of publication or posting.

### When notices and communications to us are effective

7.5 Your communications are effective when we actually receive them in legible form.

### Recording of telephone conversations

7.6 Subject to any applicable law, you consent to us recording our telephone conversations with you or an *authorised person* (and you confirm you are authorised to provide consent on behalf of the *authorised person*). We may inform that person when we do. We may use the recorded conversations or transcripts in any dispute in connection with our banking agreement.

### Digital signatures

7.7 Instructions and communications digitally signed and supported by a digital certificate will have the same validity, admissibility and enforceability as if signed in writing.

7.8 Any communication that is digitally signed must comply with any applicable law.

### Electronic contracts

7.9 You are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.

7.10 You must not dispute the contents of any communication (including any *application*) sent

- 倘由專人送遞，則於送達時間生效；
- 倘在香港境內郵寄，則於寄出2日後生效；
- 倘在香港境外郵寄，則於寄出7日後生效；
- 倘以電郵或短訊發出，則於本行發出4小時後生效，惟本行收到發送失敗通知除外；
- 倘經網上理財提示訊息發出，則於本行發送後24小時生效；而
- 倘於報章、本行分行或本行網站刊發，則於刊發或張貼時生效。

### 致本行通知及通訊的生效時間

7.5 閣下的通訊在本行實際收到有關清晰可讀通訊時生效。

### 電話通話錄音

7.6 在任何相關法律允許的情況下，閣下同意本行錄下本行與閣下或授權人士的電話通話（並且閣下確認有權代表授權人士表示同意）。本行錄音時或會知會對方。本行可將有關通話錄音或謄本用於涉及本行銀行協議的任何爭議。

### 數碼簽署

7.7 經數碼簽署並附數碼證書證明的指示及通訊，其有效性、可接納性及可強制執行性與書面簽署相同。

7.8 任何經數碼簽署的通訊均須符合任何相關法例。

### 電子合約

7.9 閣下信納電子形式簽訂的合約雖涉及法律風險但可予強制執行。

7.10 對於以電子設備發予本行的任何通訊（包括任何申請），閣下對其內容不得爭議。

### 致聯名戶口持有人的通訊

7.11 閣下如屬聯名戶口持有人，發往閣下通知本行作為接收本行銀行協議相關通知及其他通訊的地址之通訊（包括本行銀行協議的任何更改通知及任何月結單（包括任何綜合月結單）），均視為正式向閣下全體發出。

to us using *electronic equipment*.

**Communications to joint accountholders**

- 7.11 If you are joint accountholders, communications (including notice of any variation to our banking agreement and any statements (including any *consolidated statements*)) sent to the address you have notified us as the address for receipt of notices and other communications in connection with our banking agreement are taken to be given to all of you.

## Part C - Electronic banking

### 8 What is electronic banking?

#### Overview

8.1 *Electronic banking services* are a range of banking and other services or facilities that use *electronic equipment* and include the following:

- *online banking*
- *ATM and debit card services*
- *phone banking*
- *SMS banking*
- *electronic alert*
- *mobile banking*
- *fund transfer services*
- *point of sale banking*
- *eStatements*
- other e-commerce or value added services.

Please contact us for details of the *electronic banking services* available to you.

#### Using electronic equipment

8.2 When a transaction is made with *electronic equipment* using a *security code*, you authorise us to act on the instructions entered into that *electronic equipment*.

We treat use of a *security code* as evidence that you or an *authorised person* issued the instructions (see clause 5 for more details).

### 9 Using electronic banking services

#### Availability

9.1 *Electronic banking services*, and certain facilities under the *electronic banking services*, may be available only for certain types of *accounts* and not others.

#### Preconditions to use

9.2 We only make an *electronic banking service* available if:

- you are recorded as the legal and beneficial owner of the *account* and use of the *electronic banking service* in respect of the *account* is acceptable to us;
- you have registered for the particular type of *electronic banking service*. Contact us to arrange this; and

## C 部 - 電子理財

### 8 何謂電子理財？

#### 概覽

8.1 *電子理財服務*指利用電子設備提供的各種理財及其他服務或設施，包括：

- *網上理財*
- *自動櫃員機及借記卡服務*
- *電話銀行服務*
- *短訊理財*
- *電子提示*
- *流動電話銀行服務*
- *轉賬服務*
- *銷售點理財*
- *電子月結單*
- 其他電子商務或增值服務。

如欲索取閣下可享用的電子理財服務詳情，請與本行聯絡。

#### 使用電子設備

8.2 如有交易通過電子設備使用保安密碼進行，閣下授權本行執行輸入該電子設備的指示。

本行會將保安密碼視為閣下或授權人士發出指示的憑證（詳見第5條）。

### 9 使用電子理財服務

#### 提供範圍

9.1 *電子理財服務*及其下若干設施可能只供部分類別戶口使用。

#### 使用前提

9.2 本行只在下列前提下提供電子理財服務：

- 閣下按紀錄所示為戶口的合法實益擁有人，而本行接納通過電子理財服務使用有關戶口；

- you and each *authorised person* has complied with the activation procedures we specify.

### Guidelines

9.3 If we issue any guidelines in connection with the use of any *electronic banking services*, the guidelines must be followed whenever anyone accesses the *electronic banking service*. We are not liable for any *loss* you incur as a result of any failure to do so.

### Limits

9.4 *Electronic banking services* may be limited to specific amounts set by law or by us or by the owner or operator of the *electronic equipment*. For example, there are maximum and minimum daily withdrawal amounts that may vary.

### Application of terms

9.5 These terms apply to your use of an *electronic banking service* whenever you subscribe for the *electronic banking service* even if you subscribe after you begin to use a *product*.

### Joint accounts

9.6 If the account operating authority for a joint *account* is "both/all to sign", you agree that each joint accountholder is taken to be subscribing to the *electronic banking services*, and access to the *electronic banking services* is restricted to viewing of information only and not conducting transactions.

9.7 If the operating authority for a joint *account* is single signing authority, you agree that:

- all joint accountholders may operate the *account* using the *electronic banking services* in accordance with these Customer Terms (even if you are not registered to use the relevant *electronic banking services*); and
- any single joint accountholder may validly give instructions by the *electronic banking services* in connection with that joint *account*.

### Operating times

9.8 The *electronic banking services* will usually be available for use during normal operating hours or at the times set out in the guidelines or otherwise notified to you. However, routine maintenance requirements, excess demand on the systems and *circumstances beyond our control* may mean it is not always possible for the *electronic banking services* to be available during all normal operating hours.

### Access

9.9 When you or an *authorised person* uses *electronic banking services* you or they must:

- 閣下已登記有關類別的電子理財服務。如需安排，請與本行聯絡；及
- 閣下及各授權人士已按本行所訂的啟用程序啟用。

### 指引

9.3 本行如就任何電子理財服務的使用發出任何指引，則任何人士使用有關電子理財服務均須符合該指引。本行對於閣下因不符指引而蒙受的任何損失概不負責。

### 限制

9.4 電子理財服務或可能受到法律或本行或電子設備擁有人或營運人所定的特定數額規限。舉例而言，每日提款上限及下限可能不同。

### 條款適用範圍

9.5 此等條款在閣下申請電子理財服務時即規範有關使用，即使閣下在開始使用產品後才申請有關電子理財服務亦然。

### 聯名戶口

9.6 倘若聯名戶口的戶口操作權為「雙方／全體簽署」，則閣下同意各聯名戶口持有人視為申請有關電子理財服務，而有關電子理財服務限於檢視資料而不能進行交易。

9.7 倘若聯名戶口的戶口操作權為單方簽署，則閣下同意：

- 所有聯名戶口持有人均可根據本客戶條款以電子理財服務操作戶口（即使閣下並無登記使用有關電子理財服務）；且
- 任何個別聯名戶口持有人均可通過電子理財服務就該聯名戶口作出有效指示。

### 操作時間

9.8 電子理財服務通常僅在一般操作時間或指引所示或另行通知閣下的時間內提供。然而，由於存在例行保養需要、用量超額以及本行控制範圍以外情況，電子理財服務未必能在一般操作時間之內提供。

### 使用

9.9 閣下或授權人士使用電子理財服務時：

- not access the *electronic banking services* using any *electronic equipment* not owned by them or which they are not licensed or authorised to use; and
- take all reasonably practical measures to ensure that any *electronic equipment* from which they access the *electronic banking services* is free of and adequately protected against any computer virus or other malicious software.

### Unauthorised overdrafts

9.10 You cannot rely on the operation of the *electronic banking services* to prevent an unauthorised overdraft being created. In particular, you must remember that cheques and any payment instructions you or an *authorised person* has given using the *electronic banking services* may not be given immediate value or immediate effect and might not always be immediately reflected in the *balance owing*. For the consequences of unauthorised overdrafts see clause 6.

### Phone banking

9.11 When using phone banking, if you ask and we quote any exchange rate or interest rate to you, the rates are for your reference only and are not binding on us unless we subsequently confirm the rates in writing.

### Electronic alerts

9.12 The *electronic alerts* available are:

Alert type	Description
SMS alerts - automatic alerts	No prior subscription required.
SMS alerts - subscriber alerts	You must subscribe and select the types of SMS alerts which you wish to receive.
Email alerts - automatic alerts	No prior subscription required.
Email alerts - subscriber alerts	You must subscribe and select the types of email alerts which you wish to receive.

9.13 We may vary the types of *electronic alerts* available without notice to you. They are sent only when available and practicable.

### Availability

9.14 The availability and proper functioning of *electronic banking services* depends on many variable circumstances, including location, mobile network and internet availability and signal strength, and proper functioning of hardware, software, your mobile network operator, mobile phone and computer.

- 不得以任何並非自行擁有或未經批准或授權使用的電子設備使用電子理財服務；而且
- 必須採取一切合理實際措施，確保其用以使用電子理財服務的電子設備並無任何電腦病毒或其他惡意軟件，而且對此設有充份保護。

### 未經授權透支

9.10 閣下不得依賴電子理財服務的運作防止未經授權透支。敬請緊記，閣下或授權人士以電子理財服務發出的支票及任何付款指示未必即時有價值或效力，而且未必經常可即時於欠款結餘反映。有關未經授權透支的後果，請參閱第6條。

### 電話銀行服務

9.11 使用電話銀行服務時，倘若閣下問及而本行報出任何匯率或利率，有關數據僅供參考，除非本行其後書面確認，否則對本行概無約束力。

### 電子提示

9.12 電子提示為：

提示類別	說明
短訊提示 - 自動提示	不需預先訂閱。
短訊提示 - 訂閱提示	閣下必須訂閱和選擇有興趣接收的短訊提示。
電郵提示 - 自動提示	不需預先訂閱。
電郵提示 - 訂閱提示	閣下必須訂閱和選擇有興趣接收的電郵提示。

9.13 本行可更改電子提示類別而不另行通知。電子提示僅在可用且可行的情況下發送。

### 提供範圍

9.14 電子理財服務的提供和正常運作取決於多項可變因素，包括地點、流動網絡服務及互聯網的可用性及其訊號強度，以及閣下的流動網絡營運商、手提電話及電腦軟、硬件的正常運作。



## Suspension

9.15 We may suspend any *electronic banking service* temporarily at any time for maintenance and upgrading of services.

## Fees and charges

9.16 In addition to any fees and costs you must pay us, you must pay any fees or charges imposed by the provider of the *electronic equipment* and your telecommunications provider for using *electronic banking services*.

## Variations

9.17 We may at any time:

- vary the way any *electronic banking service* operates; or
- add to, remove or otherwise vary, end or suspend any of the facilities available under any *electronic banking service*.

You and each *authorised person* are taken to be bound by any variation to the operation of an *electronic banking service* if you or they continue to access the *electronic banking service* after we notify you of the variation.

## 10 SMS banking

*SMS banking* is only available for mobile phones and data connections which meet the specifications and configurations we specify. You must obtain and maintain a mobile phone and data connection which meet these requirements at your own expense.

## 11 Fund transfer services by electronic banking services

11.1 This clause 11 applies only if the respective services are available under the *fund transfer services* for your type of *product*.

11.2 You and each *authorised person* may use *electronic equipment* to access the following services for the purposes set out below:

Name of service	Purpose
Interbank funds transfer service	To instruct us to transfer funds from a <i>source account</i> to a specified account with another bank in Hong Kong.
Own account funds transfer service	To instruct us to transfer funds between <i>accounts</i> . This service may only be used where all named account holders are identical across the <i>accounts</i> but excluding accounts which are known to us to be held by you in different capacities including trust accounts or estate accounts.
Bill payment service	To instruct us to transfer funds for payments from a <i>source account</i> to a specified payee.

## 暫停

9.15 本行可就保養和提升服務而隨時暫停任何電子理財服務。

## 費用及收費

9.16 除了閣下須向本行支付的任何費用及開支，閣下亦須支付電子設備供應商或閣下的電訊供應商因電子理財服務的使用而徵收的任可費用或收費。

## 修改

9.17 本行可以隨時：

- 修改任何電子理財服務的操作方式；或
- 增減或以其他方式改變、終止或暫停任何電子理財服務之下可用的任何設施。

倘若在本行通知閣下電子理財服務的任何操作修改後，閣下或各授權人士繼續使用電子理財服務，則視為接受有關修改約束。

## 10 短訊理財

短訊理財僅供符合本行所列規格及設定的手提電話及數據連接使用。閣下必須自費取得和維持符合有關規定的手提電話和數據連接。

## 11 經電子理財服務處理的轉賬服務

11.1 本第11條僅於閣下的產品類別可以享用轉賬服務下有關服務的情況下適用。

11.2 閣下及各授權人士可就以下目的通過電子設備使用下列服務：

服務名稱	目的
跨行轉賬服務	指示本行將資金從來源戶口轉至香港另一銀行的指定戶口。
名下戶口轉賬服務	指示本行在各戶口之間轉移資金。本服務僅在各戶口的所有記名戶口持有人相同的情況下提供，但不包括本行知悉閣下以其他身分（包括信託戶口或遺產戶口）持有的戶口。
繳付賬單服務	指示本行從來源戶口撥資支付指定收款人。

Third party intrabank funds transfer service	You and each <i>authorised person</i> may use the third party intrabank funds transfer service to instruct us to transfer funds from a <i>source account</i> to a specified account with us which is held in the name of any one or more accountholders which is different from those in the <i>source account</i> , or an account known to us to be held by you in different capacities.
International telegraphic transfer service	To instruct us to transfer funds from a <i>source account</i> to a specified account with a bank in another country.

轉賬至本行第三方戶口服務	閣下及各授權人士均可利用轉賬至本行第三方戶口服務，指示本行將資金從來源戶口轉至由不同於來源戶口持有人的任何一名或多名人士名下的本行指定戶口，或本行知悉閣下以不同身分持有的戶口。
國際電匯服務	指示本行將資金從來源戶口轉至另一國家的指定銀行戶口。

### Fund transfer limits

- 11.3 You and each *authorised person* may issue as many instructions to transfer funds in any one day as you wish. However, you and each *authorised person* may only issue instructions to transfer up to the preset or personalised limit per day.
- 11.4 The preset daily limit may differ for different types of fund transfers and different types of *accounts*. The limits may also be applied on an aggregated basis between differing *fund transfer services*. For details of the preset limits, see our website.
- 11.5 You may lower certain preset limits for *accounts* by *online banking*. Your personalised limit will apply to all *accounts*.
- 11.6 If you want to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact us.
- 11.7 Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

### Bill payment services

- 11.8 If you use the bill payment services, we may give reports to payees, listing all users of the *electronic banking services* who have made payments to that payee and the respective amounts paid by each of those users. You consent to us to disclosing to the payee any information required in the reports.
- 11.9 Neither you nor any *authorised person* may issue instructions that will cause any limit we set for the bill payment services to be exceeded.
- 11.10 Payees may only receive payments after any minimum processing time we set.

### International Telegraphic Transfer Service

- 11.11 If you or an *authorised person* uses the International Telegraphic Transfer Service:
- you or they must register each recipient using *online banking* before you or they may make

### 轉賬限制

- 11.3 閣下及各授權人士在任何一日之內可發出的轉賬指示次數並無限制。然而，閣下及各授權人士所發指示轉賬的資金最多不能超過預設或個人設定的每日上限。
- 11.4 不同類別資金轉賬及不同類別戶口的預設每日上限或有不同。有關上限亦可能適用於不同轉賬服務所涉總額。有關預設上限的詳情，請參閱本行網站。
- 11.5 閣下可以通過網上理財降低戶口的若干預設上限。閣下的個人設定上限適用於所有戶口。
- 11.6 上限降低後閣下如擬重新提升上限（不得超過預設每日上限），請與本行聯絡。
- 11.7 每次國際電匯服務交易均須符合本行網站所載的每筆交易轉賬額下限及上限。

### 繳付賬單服務

- 11.8 閣下如使用繳付賬單服務，本行可向收款人發出報告，列出使用電子理財服務向該收款人付款的所有用戶及其各自繳付的金額。閣下同意本行向收款人披露有關報告所需的資料。
- 11.9 閣下及任何授權人士不可發出導致超逾本行所訂繳付賬單服務任何限額的指示。
- 11.10 收款人僅會在本行所設的最短處理時間之後收到付款。

### 國際電匯服務

- 11.11 閣下或授權人士如使用國際電匯服務：

- 閣下或有關授權人士向收款人作網上電匯前，必須先通過網上理財登記各收款人資料。收款人資料一經登記，閣下即有全面責任通過電子理財服務保持更新收款人資料

an *online telegraphic transfer* to that recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the *electronic banking services*. We are not liable for any loss which may result if you fail to update the recipient's particulars before making an *online telegraphic transfer*; and

- the rate of exchange applying to each *online telegraphic transfer* is our prevailing rate of exchange for the relevant currencies at the time that the *online telegraphic transfer* is processed, and not at the time the instruction is entered by you or the *authorised person*.

### When we need not execute fund transfer instructions

11.12 We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- the *source account* does not contain sufficient funds to make the fund transfer;
- you or an *authorised person* did not correctly use the electronic banking services; or
- *circumstances beyond our control* prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

## 12 eStatements

12.1 **You may receive eStatements by the following method:**

An "eStatement Notification" message is sent to your email address (last notified) to advise you that your *eStatement* is available. You may then access and/or download your *eStatement* by online banking.

12.2 **Despite the features or options offered at the time you first registered to receive eStatements, we may stop issuing paper printouts of your statements at any time. However, if you ask, we may give paper printouts on the basis that you pay the applicable fee (see the *tariff sheet* or contact us).**

12.3 You are taken to receive each *eStatement* within 24 hours of the *eStatement* or *eStatement* Notification being sent by us.

12.4 You must use only software compatible with the *eStatement* service to access the *eStatement*.

## 13 Other services and programmes

13.1 We are not responsible for any services that are not controlled by us, through which you or an *authorised person* accesses any *electronic banking services*, and we are not liable for any loss you incur in connection with that service.

(不包括名稱或身分資料)。閣下在作出網上電匯前如未有準確更新收款人的資料，本行對於由此導致的任何損失概不負責；而且

- 每次進行網上電匯所適用的匯率，為本行處理有關網上電匯時的有關貨幣當前匯率，而非閣下或授權人士輸入指示時的當前匯率。

### 本行毋須執行轉賬指示的情況

11.12 倘若於設定轉賬日期出現下述情況，本行毋須執行任何轉賬指示：

- 來源戶口並無足夠資金進行轉賬；或
- 閣下或授權人士並無正確使用電子理財服務；或
- 出現本行控制範圍以外情況，以致本行即採取了合理預防措施仍無法進行轉賬。

## 12 電子月結單

12.1 閣下可通過以下方法收取電子月結單：

本行會向閣下（最後通知）的電郵地址寄發「電子月結單通知」，提示閣下電子月結單可供查閱。然後，閣下可以通過網上理財閱覽及／或下載閣下的電子月結單。

12.2 不論閣下首次登記接收電子月結單時獲提供任何服務特點或選項，本行可隨時停止向閣下寄發月結單印刷本。然而，閣下如有要求，本行可能在閣下支付相關費用（請參閱收費表或向本行查詢）的情況下發出印刷本。

12.3 閣下被視為在本行發出電子月結單或電子月結單通知後24小時內收悉有關電子月結單。

12.4 閣下僅可使用支持電子月結單服務的軟件查閱電子月結單。

## 13 其他服務及計劃

13.1 本行將不會就閣下或授權人士使用電子理財服務時所透過的（為本行不能控制的）任何服務而負上責任。本行亦不會就任何閣下因該等服務而招致的損失負責。閣下有責任遵守所有關於該等服務使用的條款及細則並支付所有有關開支。

13.2 本行不時就電子理財服務提出獎勵計劃或增值

You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

- 13.2 From time to time we offer incentive programmes or value added services in connection with *electronic banking services*. These may be provided by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

服務。該等計劃或服務可能由本行或第三方提供。本行可隨時更改或撤回有關計劃或服務。本行不擔保或保證有關計劃或服務的質素，而且如果由第三方提供的話，該計劃或服務將受限於該第三方的條款（包括該第三方的私隱政策）。閣下如欲就有關計劃或服務條款索取更多資料，請與本行聯絡。

## Part D - Cards

### 14 Cards - generally

We may agree to issue *ATM cards, debit cards, credit cards or revolving cards*. This clause sets out general provisions which apply to these types of *cards*. Additional terms apply to specific types of *cards* (see these Customer Terms and the applicable *product terms*).

A *prepaid card* is not an *ATM card, debit card or credit card*. If you apply for a *prepaid card*, we provide you with separate terms and conditions.

#### Issue of cards

- 14.1 We may issue a *card* to you and, if you ask, to each *authorised person*.
- 14.2 A reference to terms and conditions on a *card* is a reference to the terms of our banking agreement.

#### Card is our property

- 14.3 The *card* remains our property and is not transferable to another person. We may suspend the use of the *card* with reasonable notice to you. You must ensure that the *card* (and, if applicable, any software stored on it) is not defaced, damaged, bent or modified, reverse engineered or decompiled, in any way.

#### Signatures

- 14.4 A *card* must be signed immediately on receipt.
- 14.5 When a *card* is used, the signature on any sales draft, credit voucher or other transaction record is binding and conclusive evidence that you have accepted the charges which are charged to a *linked account*. You should keep the transaction records that you or any *authorised person* is given.

#### Use of cards

- 14.6 *Cards* may be used to pay for goods and services to access cash or perform other transactions as we notify from time to time. However, where a particular function is permitted, this is limited to particular channels as advised. For example, paying for goods and services and accessing cash may be limited to *merchant terminals or ATMs* which display the relevant card logo.
- 14.7 A *cardholder* may use a *card* to authorise transactions in any manner we permit from time to time. This may include use of the card number without the physical card.

#### Transaction limits

- 14.8 We or other financial institutions may impose

## D 部 - 卡產品

### 14 卡產品 - 一般事項

本行可同意發出提款卡、借記卡、信用卡或循環貸款卡。本條載列此等卡產品的一般事項。個別卡產品另有適用的額外條款（見本客戶條款及相關產品條款）。

預付卡不同於提款卡、借記卡或信用卡。如閣下申請預付卡，本行會向閣下另行提供條款及細則。

#### 發出卡產品

- 14.1 本行可向閣下發出卡產品，並可應閣下要求向各授權人士發出卡產品。
- 14.2 卡產品上凡提及條款及細則，均指本行銀行協議的條款及細則。

#### 卡產品屬本行財產

- 14.3 卡產品屬本行財產，不得轉讓他人。本行可向閣下發出合理通知而暫停卡產品的使用。閣下必須確保卡產品（在適當情況下包括其中所載的任何軟件）並無被以任何方式塗污、破壞、屈曲或改裝、進行逆向工程或反編譯。

#### 簽署

- 14.4 卡產品須於收到時立即簽署。
- 14.5 卡產品使用時，任何購物單據、貸記憑證或其他交易紀錄，均屬具約束力的決定性證據，證明閣下接納對關連戶口徵取的收費。閣下應該保留閣下或任何授權人士所作交易的紀錄。

#### 使用卡產品

- 14.6 卡產品可以用於支付貨品及服務、支取現金或進行本行不時通知的其他交易。然而，獲允的個別功能只限於在通知所述的渠道使用。舉例而言，支付貨品及服務和支取現金僅限於展示有關卡產品標誌的商戶終端或自動櫃員機使用。
- 14.7 持卡人可使用卡產品以本行不時允許的任何形式授權交易，包括僅提供卡號而不出示實卡進行。

#### 交易限額

transaction limits on different types of transactions which may be made using a *card*. For details of the limits we impose, please contact us.

### Your liability

14.9 Except as otherwise set out in our banking agreement, you are liable for all transactions made using a *card* or the card number.

### Expiry date

14.10 If a *card* has an expiry date, we may reject any use of the *card* after that date.

### Restrictions on use of a card

14.11 Neither you nor any *authorised person* may use a *card*:

- for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Hong Kong or by the laws of the country where the purchase is made); or
- to pay debts incurred in connection with on-line gambling, wagering or betting activities conducted via internet.

14.12 We may refuse to approve transactions made using a *card* if we believe or suspect the transactions are illegal, fraudulent, dishonest or unauthorised. However, we need not determine or enquire into the purpose or legality of the transaction.

### Overdrafts on linked account

14.13 Neither you nor any *authorised person* may use a *card* for a transaction if it would cause a *linked account* to be overdrawn. If the *linked account* is overdrawn, we may refuse to approve the transaction. For the consequences of an unauthorised overdraft see clause 6.

### Replacement and renewed cards

14.14 If you or an *authorised person* asks, we may issue a replacement *card*. You must pay the applicable replacement fee (see the *tariff sheet*, *product brochure* or contact us).

14.15 We treat any use of a replacement or renewed *card* as a valid activation of the *card*.

### Features on a card

14.16 We may enter into arrangements with third parties (including service providers and *merchants*) to offer additional services or features on your *cards*. If offered, these are provided on a best efforts basis only. We are not liable for any *loss* you suffer in connection with these services or features.

14.8 本行或其他財務機構可能對使用卡產品進行的各類交易實施交易限額。有關本行所訂限額詳情，請與本行聯絡。

### 閣下的責任

14.9 除本行銀行協議另有訂明者外，閣下須對使用卡產品或卡號進行的所有交易負責。

### 到期日

14.10 卡產品如設有到期日，則本行可在有關日期後拒絕接受該卡產品的任何使用。

### 用卡限制

14.11 閣下及任何授權人士均不可使用卡產品：

- 作任何非法活動（包括購買非法或香港法例或購買所在國法例禁止的貨品或服務）；或
- 支付通過互聯網進行的網上賭博、博彩或投注活動所產生的債項。

14.12 倘若本行相信或懷疑使用卡產品進行的交易屬違法、欺詐、不誠實或未經授權，則可拒絕批核有關交易。然而，本行毋須決定或詢問有關交易之目的或合法性。

### 關連戶口透支

14.13 閣下及任何授權人士均不可使用卡產品進行可導致關連戶口透支的交易。倘若關連戶口透支，本行可拒絕批核有關交易。有關任何未經授權透支的後果，請參閱第6條。

### 補發及續發卡產品

14.14 本行可應閣下或授權人士要求補發卡產品。閣下必須支付相關的補發費（請參閱收費表、產品手冊或向本行查詢）。

14.15 本行可視補發或續發卡產品的任何使用為該卡產品的正式啟用。

### 卡產品特點

14.16 本行可與第三方（包括服務供應商及商戶）訂立安排，為閣下的卡產品提供額外服務或特點。如有任何額外服務或特點，僅屬盡力提供。閣下如就有關服務或特點蒙受任何損失，本行概不負責。

14.17 We are not liable for the loss or inaccuracy of any information stored on a *card*.

### Cancellation or expiry

14.18 You may cancel a *card* by giving us notice in writing. You must immediately destroy any cancelled or expired *card*.

### Refunds

14.19 A *merchant* must issue a valid credit voucher to make a refund for goods or services purchased by using a *credit card*. We can only credit the *account* for a *credit card* with the refund when we receive the voucher or other notification from the *merchant's* bank.

### Disputes with merchants

14.20 We are not liable for:

- the refusal of any *electronic equipment* or *merchant* to accept the *card*; or
- any defect or deficiency in goods or services supplied to you by any *merchant*.

You must resolve any complaint directly with the *merchant* and no claim against the *merchant* may be set off or claimed against us.

### Withholding payment

14.21 If you report unauthorised transactions on your *credit card*, you may withhold paying the disputed amount until we complete our investigation. You must pay the disputed amount if your report is proved to be unfounded. We may impose late charges on the disputed amount.

### Exchange rate

14.22 Non-local transactions will be converted to local currency at a rate we reasonably consider appropriate (see clause 21.1 (Currency of payment)), which may be a rate set or resulting from procedures adopted by a third party. Any rate imposed is final and conclusive and you bear all exchange risks, *loss*, commission and other bank costs which may be incurred as a result.

### Using an ATM card

14.23 You or an *authorised person* may use an *ATM card* overseas if you or they comply with exchange controls and other applicable laws in the country where you or they are located.

14.24 If you or an *authorised person* uses an *ATM card* overseas and the *ATM* does not allow a choice of account for withdrawals, the order of accounts we debit is in accordance with our usual practice.

14.17 本行對於卡產品所載任何資料的損失或失準確不負責。

### 取消或到期

14.18 閣下可書面通知本行以取消一項卡產品。任何卡產品一旦取消或到期，閣下必須立即將其銷毀。

### 退款

14.19 以信用卡購買的貨品或服務，必須由商戶發出有效退款證明才可退款。本行只可在收到商戶往來銀行的憑證或其他通知後，才能將有關退款記入信用卡的戶口。

### 與商戶的爭議

14.20 本行對於以下各項概不負責：

- 任何電子設備或商戶拒絕接受卡產品；或
- 任何商戶向閣下提供的貨品或服務的任何瑕疵。

閣下對商戶的任何申訴必須直接與有關商戶解決，而閣下對商戶的任何索償均不可與本行抵銷或向本行申索。

### 暫停支付

14.21 倘若閣下報告閣下的信用卡有任何未經授權交易，閣下可以暫停支付有關爭議金額，直至本行完成調查為止。倘若閣下的報告查明並無根據，則閣下必須支付爭議金額。本行可對有關爭議金額徵收逾期費。

### 匯率

14.22 非本地交易將按本行合理認為適當的匯率換算為本地貨幣（見第21.1條（付款貨幣）），有關匯率可能是第三方設定或其採用的程序所得的匯率。任何匯率一經採用，即具有最終決定性，閣下必須承擔因此而產生的所有匯兌風險、損失、佣金及其他銀行開支。

### 使用提款卡

14.23 閣下或授權人士在海外如符合所處國家的外匯管制及其他相關法例，即可使用提款卡。

14.24 倘若閣下或授權人士在海外使用提款卡，而有



14.25 You authorise us to disclose information to parties involved in the provision of *ATM* services and you authorise any such parties to disclose information to us about an *account*, your *PIN/password* and transactions.

## 15 Debit cards

### Where you may use a debit card

15.1 A *debit card* may be used in Hong Kong and in most countries overseas.

### Pre-authorisation procedure

15.2 Some *merchants* are required to specifically authorise transactions using *debit cards*. If this is the case, the transaction is processed as follows:

- the *merchant* debits an amount determined by it (called a "blocked amount") from a *linked account* on the transaction date or the billing date, whichever is the earlier, regardless of the actual final transacted amount;
- the difference between the blocked amount and the transacted amount is released and credited into a *linked account* after we process and pay the transacted amount; and
- if there is any difference between the transacted amount billed or there is any delayed billing by the *merchant*, we may make any necessary adjustment by debiting or crediting a *linked account*, in order to reflect the correct transacted amount.

### Minimum balance of linked account

15.3 We may set a minimum balance to be maintained in the *linked account* for the use of the *debit card* and we may vary the minimum balance without notice to you.

關自動櫃員機並不允許選擇提款戶口，則本行會根據本行慣常的扣賬次序處理。

14.25 閣下授權本行向自動櫃員機服務提供者披露資料，並且授權任何有關人士向本行披露有關戶口、閣下的私人密碼／密碼及交易的資料。

## 15 借記卡

### 閣下可在何處使用借記卡

15.1 借記卡可於香港及外國大部分地區使用。

### 授權前程序

15.2 部分商戶按規定必須個別授權使用借記卡的交易。在此情況下，有關交易程序如下：

- 商戶於交易日或發單日（以較早者為準）對關連戶口扣記其釐定的金額（稱為「預留金額」），而不論實際最終金額為何；
- 在本行處理和支付交易金額後，即會發放預留金額與交易金額的差額，存入關連戶口；而
- 倘若賬單的交易金額有任何不符或商戶延誤發單，本行可對關連戶口扣款或存款，作出任何必須的調整以反映正確的交易金額。

### 關連戶口結餘下限

15.3 本行可就借記卡的使用對關連戶口設定必須維持的結餘下限，並可更改有關結餘下限而不另行通知。



## Part E - Security procedures and liability

### 16 Security procedures

Security procedures for banking services are very important. You must comply with (and ensure each *authorised person* complies with) all security procedures set out in our banking agreement.

#### Issue and cancellation of security codes

- 16.1 We may issue (or in some cases, allow you to select) *security codes* to enable you to communicate with us or to give us instructions by *electronic equipment*.
- 16.2 If you want any other person to be able to give us instructions by *electronic equipment* we can issue them with *security codes*, but you must ask us to do so in writing.
- 16.3 If you lose a *security code* or it stops working we may issue you with a new one if you ask us in writing.
- 16.4 You are responsible for *security codes* once we send them to you (or the *authorised person*) even if any other person receives or uses them.
- 16.5 You must instruct us in writing if you want to cancel a *security code* issued to you or an *authorised person*.
- 16.6 We may cancel a *security code* without notice.
- 16.7 We are not responsible for any services that are not controlled by us, by which you or an *authorised person* obtains any *security codes*, and we are not liable for any *loss* you incur in connection with that service. You are responsible for complying with all the terms and conditions of using that service and paying all the costs in connection with it.

#### Protecting security codes, cheque books and passbooks

- 16.8 You and each *authorised person* must take all necessary steps to prevent unauthorised or fraudulent use of your or their *security codes*, cheque books or passbooks.
- 16.9 For example, you and each *authorised person* must:
  - memorise a *PIN/password* and destroy *PIN/password* notifications as soon as possible after receiving or selecting the *PIN/password*;
  - not record any *PIN/password* (except where it is disguised in a way that others are not able to decipher it);
  - when selecting a *PIN/password*, not select an obvious word or number or one that can be easily guessed by someone else (such as a

## E 部 - 保安程序及責任

### 16 保安程序

理財服務的保安程序至關重要。閣下必須遵守（並確保各授權人士遵守）本行銀行協議載列的所有保安程序。

#### 發出和取消保安密碼

- 16.1 本行可發出（或在個別情況下讓閣下選擇）保安密碼，以便閣下以電子設備與本行聯絡或向本行發出指示。
- 16.2 閣下如欲讓任何其他人士通過電子設備向本行發出指示，本行可向其發出保安密碼，但閣下必須就此向本行提出書面要求。
- 16.3 閣下如遺失保安密碼，或保安密碼失效，本行可應閣下的書面要求發出新的保安密碼。
- 16.4 本行向閣下（或授權人士）發出保安密碼後，閣下即須對其負責，即使有關保安密碼被任何其他人士收到或使用。
- 16.5 閣下如欲取消向閣下或授權人士發出的保安密碼，必須就此向本行發出書面指示。
- 16.6 本行可取消保安密碼而不另行通知。
- 16.7 本行不會就閣下或授權人士取得任何保安密碼時所透過的（為本行不能控制的）任何服務而負上責任。本行亦不會就任何閣下因該等服務而招致的損失負責。閣下有責任遵守所有關於該等服務使用的條款及細則並支付所有有關開支。

#### 保護保安密碼、支票簿及存摺

- 16.8 閣下及各授權人士必須採取所有必要措施，防止閣下或授權人士的保安密碼、支票簿或存摺在未經授權或欺詐情況下被使用。
- 16.9 舉例而言，閣下及各授權人士：
  - 必須在收到或選擇私人密碼／密碼後盡快緊記私人密碼／密碼並銷毀私人密碼／密碼通知；
  - 不可記錄任何私人密碼／密碼（除非以他人無法解讀的形式掩藏起來）；
  - 選擇私人密碼／密碼時，必須避免選擇明顯

date of birth, middle name, family member's name or telephone number);

- not voluntarily tell anyone their *PIN/password* or let anyone find out their *PIN/password* – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
- not record a *PIN/password* (disguised or not) on *electronic equipment* or on a physical device that is a *security code* or computer;
- change *PIN/passwords* regularly or, at minimum, whenever we or our systems require you or the *authorised person* to do so;
- not select a *PIN/password* they have used before;
- not voluntarily give their *security code* to any other person;
- if they use *SMS banking*, not leave their mobile phone unattended or give any person access to their mobile phone in a way that allows them to access *SMS banking* through their mobile phone;
- keep their passbook or cheque book secure (including keeping it in a safe place).

16.10 Neither you nor an *authorised person* may keep records (disguised or not) of a *PIN/password* near records of an *account* (such as an *account number*) or other *security code* device. For example:

**Never keep *PIN/password* records together with *account* records, cards or mobile phones etc**

in a briefcase, bag, wallet or purse (even if in different compartments);

in a car (even if in different areas of the car);

at home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser).

in a situation where, if a thief finds a *card*, mobile phone or other physical device to access *electronic equipment* they also find the record of the *PIN/password*.

的字眼或數字或他人能夠輕易猜到的密碼（例如出生日期、名字、家人姓名或電話號碼）；

- 不可自行向他人透露私人密碼／密碼，也不可讓他人找出私人密碼／密碼 — 即使是閣下的家人或朋友、聯名戶口的共同持有人、本行職員或任何服務的技術支援部提供支援服務的任何人士；
- 不可在電子設備或屬於實體裝置的保安密碼或電腦上記錄私人密碼／密碼（不論有否掩藏）；
- 必須定期更改私人密碼／密碼，或最少在本行或本行系統要求閣下或授權人士更改時更改；
- 必須避免選擇以前曾經使用的私人密碼／密碼；
- 不可自行向他人透露保安密碼；
- 如有使用短訊理財，則須避免留下手提電話不顧或讓任何人士使用有關手提電話，以致他人能夠透過手提電話使用短訊理財；
- 妥當保存存摺或支票簿（包括存於安全地方）。

16.10 閣下及授權人士不可將私人密碼／密碼紀錄（不論有否掩藏）存置於戶口相關紀錄（例如戶口號碼）或其他保安密碼裝置附近。舉例而言：

**避免將私人密碼／密碼與戶口紀錄、卡產品或手提電話等在下列情況下—併存放**

在公事包、袋、銀包或錢包內（即使分別存放）；

在車裏（即使放在車內不同地方）；

在家中同一傢俱內，即使分別存放（例如同一梳粧檯的不同抽屜）

倘若竊匪找到卡產品、手提電話或其他可用電子設備的實物裝置則同時可找到私人密碼／密碼紀錄的情況。

**保安密碼、存摺或支票簿遺失、被竊或盜用**

**Loss, theft or misuse of security codes, passbooks or cheque books**

16.11 You and each *authorised person* must notify us by phone as soon as reasonably practicable after you or they:

- become aware that your or their *security code*, passbook, cheque book, blank cheque or signed cheque may have been lost or stolen; or

16.11 閣下及各授權人士如發生下列事情，必須在合理可行情況下盡快致電通知本行：

- 得知閣下或授權人士的保安密碼、存摺、支票簿、空白支票或已簽署支票可能遺失或被竊；或

- suspect that someone knows your or their or any other *authorised person's PIN/password*; or
  - suspect or become aware that there has been unauthorised access to an *account* or use of a *security code*, passbook or cheque book; or
  - become aware that your or their computer or mobile phone which you or they use to access any *electronic banking services* may have been lost or stolen; or
  - become aware that your or their mobile number has changed.
- 16.12 You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen *security code*, cheque book or passbook.
- 16.13 **You are liable for any unauthorised transactions that occur on the *account* linked to a lost, stolen or misused *security code*, passbook or cheque book until you have notified us** unless there was a delay due to our communication channels being unavailable.
- 16.14 Our decision in relation to a breach of the security procedures or where a *security code*, passbook or cheque book has been lost or stolen is final and binding on you.
- 懷疑有人知悉閣下或該授權人士本身或其他授權人士的私人密碼／密碼；或
  - 懷疑或得知戶口或保安密碼、存摺或支票簿有未經授權使用情況；或
  - 得知閣下或授權人士用以使用任何電子理財服務的電腦或手提電話可能遺失或被竊；或
  - 得知閣下或授權人士的手提電話號碼有所改變。
- 16.12 閣下必須向本行提供任何相關資料，合理協助本行尋回遺失或被竊的保安密碼、支票簿或存摺。
- 16.13 對於遺失、被竊或被盜用的保安密碼、存摺或支票簿的關連戶口，閣下須對閣下通知本行前的任何未經授權交易負責，惟因本行的通訊渠道失效而導致延誤除外。
- 16.14 本行有關違反保安程序或有關保安密碼、存摺或支票簿遺失或被竊的決定屬最終定論，對閣下有約束力。

### Precautions when using electronic banking services

- 16.15 You and each *authorised person* must take the following precautions when using *electronic banking services*.

#### Take the following precautions

Not allow anyone else to operate any *electronic banking services* on your or their behalf.

Not leave *electronic equipment* unattended while you or they are on-line to any *electronic banking service*. This applies whether *electronic equipment* is sourced independently of us or provided by us in our branches or other premises.

If you or they access any *electronic banking service* from *electronic equipment* in one of our branches, you or they must ensure that you or they have gone off-line before leaving the branch.

Not access any *electronic banking services* from any *electronic equipment* connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your or their access or otherwise gain access to the *electronic banking service* by that *electronic equipment*, network or environment.

Not allow anyone else to observe your or their *PIN/password* when you or they enter it into any *electronic equipment*.

### 使用電子理財服務的預防措施

- 16.15 閣下及各授權人士在使用電子理財服務時必須採取以下預防措施：

#### 請採取以下預防措施

請勿由他人代表閣下或授權人士操作任何電子理財服務。

閣下或授權人士上網使用任何電子理財服務時，請勿中途留下有關電子設備不顧。不論有關電子設備來源自本行無關或在本行的分行或其他地點提供，此點一概適用。

閣下或授權人士如在本行任何分行通過電子設備使用任何電子理財服務，則在閣下或授權人士離開分行前須確保已經登出。

請勿以連接到局域網（即LAN）（例如在辦公室環境內）的任何電子設備使用任何電子理財服務，除非先確定無人能夠通過有關電子設備、網絡或環境看到或複製閣下或授權人士的登入資料或以其他方式登入電子理財服務。

請勿讓他人看到閣下或授權人士在任何電子設備輸入的私人密碼／密碼。

### 索取保安密碼或戶口詳情

- 16.16 在閣下首次開立戶口或登記使用電子理財服務後，本行絕不會主動聯絡或委任他人代表本行

## Requests for security code or account details

16.16 After you initially open an *account* or register for *electronic banking services*, we will never contact you or an *authorised person*, or ask anyone to do so on our behalf, with a request to disclose the *account details* or *security code*. If you or an *authorised person* receive such a request from anyone (even if they are using our name and logo and appear to be genuine), you or they must not disclose the *account details* or *security code*. You or the *authorised person* must notify us as soon as possible.

## Recovered security code

16.17 If you or an *authorised person* recovers a lost or stolen *security code*, you or they must return that *security code* to us without using or attempting to use it.

## Consent to videoing

16.18 By using a *product* or *security code* you and each *authorised person* consents to us videotaping or recording you or them on camera at terminals or other facilities where you or they use the *product* or *security code*.

## 17 Liability for transactions

### Disputed transactions

17.1 If there is a disputed transaction involving a *card*, a *card number* or a *cheque* and the *card* or *cheque book* was delivered to you or an *authorised person*, you must prove that the *card* or *cheque* was not used or issued by you or an *authorised person* at the time the disputed transaction was entered into or recorded (otherwise you are liable).

### Your liability for transactions

You will be liable for any *loss* incurred if you act fraudulently, with gross negligence or due to your wilful misconduct.

17.2 You are liable for the following transactions that occur on an *account* linked to a *security code*, *passbook* or *cheque book*:

- transactions carried out with your knowledge and consent;
- transactions carried out by an *authorised person*, unless you have told us to cancel that *authorised person's security code*, and if relevant, you have taken all reasonable steps to have any *security code* device issued by us, returned to us;
- transactions conducted using *electronic banking services* (other than by using a *credit card*) not authorised by you or an *authorised person* (for example, a transaction which

聯絡閣下或授權人士，要求透露戶口詳情或保安密碼。假如閣下或授權人士收到任何人士提出有關要求（即使其使用本行的名稱及標誌且看似真實無訛），閣下及授權人士亦不可透露戶口詳情或保安密碼。閣下或授權人士必須立即知會本行。

### 取回保安密碼

16.17 閣下或授權人士取回遺失或被竊的保安密碼後，必須將其交還本行，不可再使用或嘗試使用。

### 同意錄像

16.18 閣下及各授權人士使用產品或保安密碼，即表示同意本行在閣下或授權人士於終端機或其他設施使用產品或保安密碼時，以該處的攝像機對閣下或授權人士進行錄像或錄影。

## 17 交易責任

### 爭議交易

17.1 如果出現涉及任何卡產品、卡產品號碼或支票的爭議交易，而有關卡產品或支票簿是向閣下或授權人士交付的，則閣下必須證明有關爭議交易訂立或記錄當時閣下及授權人士並無使用或發出有關卡產品或支票（否則閣下將對此負責）。

### 閣下的交易責任

閣下如有欺詐、嚴重疏忽或蓄意不當等行為，由此產生的任何損失概由閣下負責。

17.2 閣下對於保安密碼、存摺或支票簿的關連戶口的下列交易負責：

- 閣下知悉並且同意進行的交易；
- 授權人士所進行的交易，除非閣下已指示本行取消有關授權人士的保安密碼，而且（視乎情況）閣下已採取所有合理行動將本行發出的任何保安密碼裝置交還本行；
- 閣下或授權人士並無授權的以電子理財服務（以信用卡除外）進行的交易（例如授權人士以外的其他人士在閣下未知情且未予同意的情况下進行的交易），假如閣下或任何其他授權人士有欺詐、嚴重疏忽行為（例如並無妥善保護或防止未經授權取用保安密碼、

is carried out by someone other than an *authorised person* without your knowledge and consent) if you or any other *authorised person* have acted fraudulently, acted with gross negligence such as failing to properly safeguard or prevent unauthorised access to a *security code*, passbook or cheque book or not notifying us if a *security code*, passbook or cheque book is lost or stolen;

- transactions not conducted using a *card* or *electronic banking service* where you or an *authorised person* breach our banking agreement or are negligent in any way; and
- any other transactions specified in the *product terms*.

Also see clause 34 which sets out circumstances where we are not liable to you for *loss*.

存摺或支票簿，或並無知會本行有保安密碼、存摺或支票簿遺失或被竊)；

- 在閣下或授權人士違反本行銀行協議或涉及任何疏忽的情況下，並非以卡產品或電子理財服務進行的交易；及
- 產品條款所訂的任何其他交易。

同時請參閱第34條有關本行對閣下的損失毋須負責的情況。

## Part F - Payments

### 18 Interest, fees and charges

You need to ensure you are aware of and understand the interest, fees and costs referred to in these Customer Terms and additional interest, fees and costs that may be payable by you in connection with our banking agreement. These are set out in the *tariff sheet*, or are available by contacting us at one of our branches or by using phone banking.

Our *tariff sheets* and *product brochures* are revised periodically and you must pay the interest, fees and costs applying at the relevant time.

#### Interest & fees

18.1 You must pay the interest, fees and costs applying to a *product* from time to time. Interest rates (including our base lending rates) and fees and costs are revised periodically. You can find out current rates and fees and costs by contacting us at one of our branches, by using phone banking or by visiting our website.

#### Service fees

18.2 Additional fees and costs may apply in the case of services provided in connection with a *product*. For example, the use of *electronic banking services*, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers).

#### Government charges

18.3 You must also pay us an amount equal to any government charges and duties (however described) on or in connection with our banking agreement. These are payable whether or not you are primarily liable for those charges and duties.

#### Withholding tax

18.4 Interest earned by you for a *product* may be subject to withholding tax in accordance with applicable law.

18.5 If a law requires you to deduct any tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law and give us the original receipts.

#### Value added tax

18.6 All payments to be made by you in connection with our banking agreement are calculated without regard to any goods and services tax,

## F 部 - 付款

### 18 利息、費用及收費

閣下必須確保本身知悉並理解本客戶條款所述的利息、費用及開支，以及閣下就本行銀行協議可能應付的額外利息、費用及開支。有關資料載於收費表亦可向本行分行或透過電話銀行服務索取。

本行的收費表及產品手冊會定期修改，而閣下必須支付當時適用的利息、費用及開支。

#### 利息及費用

18.1 閣下必須支付一項產品不時適用的利息(包括本行的基本借貸利率)、費用及開支。利率及費用和收費會定期修改。閣下可聯絡本行分行或透過電話銀行服務或本行網站索取最新的利率、費用及開支資料。

#### 服務費

18.2 就產品提供的服務可能須另行加徵費用和開支，例如使用電子理財服務，或者外幣存款、電匯等若干類別付款及存款服務(包括第三方服務供應商可能徵收的費用)。

#### 政府收費

18.3 閣下亦須就本行銀行協議向本行支付相當於任何政府收費及徵費(不論如何稱呼)的款項，而不論閣下對有關收費及徵費是否負有首要法律責任。

#### 預扣稅

18.4 閣下在一項產品上賺取的利息可能根據相關法例需要繳付預扣稅。

18.5 倘若法例規定閣下從給予本行的付款中扣除任何稅項，則閣下必須相應增加應付款額，以致預扣後本行所收款額為假設不需扣稅而應收到的款額。閣下同意扣除稅項款額，根據相關法例向有關當局支付，並向本行提供收據正本。

#### 增值稅

18.6 閣下就本行銀行協議的所有付款在計算時均無計及任何商品及服務稅、消費稅、增值稅或類似稅項。倘若需就付款支付任何該等稅項，閣下必須額外向本行支付相當於付款金額乘以適用稅率的款額。閣下必須在付款的同時支付有

consumption tax, value added tax or any tax of a similar nature. If any of these types of taxes is payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of tax. You must do so at the same time as making the payment.

#### Default interest

18.7 From the time any amount under our banking agreement is overdue for payment until it is paid, you must pay interest at the *default rate* on the overdue amount when we ask.

#### Calculation

18.8 Any interest or fee payable under our banking agreement accrues, and is calculated in accordance with our usual practice.

#### Refund of fees

18.9 Unless specified in the *product terms* or elsewhere in our banking agreement, you are not entitled to any refund of any interest, fee or costs you have paid or subsidy you have received including where you do not use a *product* or our banking agreement ends.

#### Costs on cancellation

18.10 If our banking agreement ends, you cancel any *product* before using it or you do not proceed to use a *product* within any period we specify in our banking agreement, we may require you to pay, interest, fees and costs in connection with our banking agreement or the *product*. This includes any legal costs in connection with preparation of documents (such as *securities*) even if these documents have not been signed.

### 19 You indemnify us

19.1 You indemnify us against, and must pay us on demand for, any *loss* we reasonably incur in connection with:

- any *account*, the establishment and provision of any *product* or any other transaction contemplated by our banking agreement;
- searches and enquiries we make in connection with you or a *security provider* (including checking for *insolvency*);
- instructions you or an *authorised person* gives us (including those sent by *electronic equipment*);
- any service provided by a third party such as services arranged by a *card association*;
- any *tax* payable by us on, or calculated by reference to, any amount paid or payable by you under our banking agreement (excluding

關額外款項。

#### 拖欠利息

18.7 對於任何款項根據本行銀行協議逾期未付起至其付清為止的期間，閣下必須在本行要求時，按照拖欠利率就拖欠款項支付利息。

#### 計算

18.8 任何應付利息或費用均根據本行銀行協議產生，按照本行的慣常做法計算。

#### 退還費用

18.9 除產品條款或本行銀行協議另有註明者外，閣下無權享有閣下已付的任何利息、費用或開支之退款或閣下已收的補貼，即使閣下並無使用一項產品或本行銀行協議結束亦然。

#### 關於取消的開支

18.10 如在銀行協議終止的情況下，閣下於開始使用前而取消任何產品或閣下沒有在任何本行於銀行協議指定的時限內使用某項產品，則本行可能需要閣下就本行銀行協議或該產品支付利息、費用及開支。這包括任何關於準備文件（如抵押）的法律費用，不論該等文件有否簽署。

### 19 閣下對本行的彌償保證

19.1 閣下給予本行彌償保證，必須應要求就以下各項向本行支付本行合理產生的任何損失：

- 任何戶口、任何產品的設立和提供或本行銀行協議所擬的任何其他交易；
- 本行就閣下或抵押提供者所作的查冊及查詢（包括無力償債調查）；
- 閣下或授權人士給予本行的指示（包括經電子設備發出的指示）；
- 第三方提供的任何服務，例如信用卡協會安排的服務；
- 就閣下根據本行銀行協議已付或應付的任何款項而應由本行支付或按此計算的任何稅項（不包括根據本行收入淨額支付的任何稅項）；



any tax payable by us by reference to our net income);

- us acting on, delaying or refusing to act on instructions from you or an *authorised person* or taking action against you or an *authorised person*;
- a *default*;
- any amount payable by you under our banking agreement being repaid, discharged or made payable before its due date (the *loss* we incur includes our *loss* in connection with unwinding, terminating or changing arrangements we have made to fund or maintain our funding of any *product*);
- an increased cost in our funding in connection with a change in law;
- any person exercising, or not exercising, rights under our banking agreement or any *security* (including enforcement action and debt collection costs, such as valuation fees and auctioneer's charges).

19.2 If we ask, you must appear and defend at your own cost and expense any action which may be brought against us in connection with our banking agreement.

19.3 You must sign any document we reasonably require to give further effect to this clause including in connection with instructions sent by *electronic equipment* or lost passbooks, cheque books or *security codes*.

## 20 Payments - generally

We (and each other member of the *Standard Chartered Group*) have rights to set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*).

### Payments in full

20.1 All payments you must make to us under our banking agreement must be received by us on the due date in full in immediately available funds in the currency we specify and without set off, counterclaim or deduction or withholding (including on account of any tax) unless the deduction or withholding is required by law. If you are required to deduct or withhold any amount, the payment you must make to us must be increased so that the amount of the payment we receive after the deduction or withholding is equal to the amount otherwise payable.

### Independent payment obligations

20.2 Your obligation to pay any amount under our banking agreement is separate from each other obligation to pay.

• 本行執行、押後或拒絕執行閣下或授權人士的指示，或對閣下或授權人士採取行動；

• 違約；

• 閣下根據本行銀行協議應付而被退還、解除或在到期日前到期應付的任何款項（本行所產生的損失包括本行為任何產品提供或維持資金而採取解散、終止或更改安排所牽涉的損失）；

• 本行因法例變動而新增的資金成本；

• 任何人士行使或不行使本行銀行協議或任何抵押下的權利（包括強制執行及討債開支，如估價費用及拍賣商的收費）。

19.2 在本行要求下，閣下必須在涉及本行銀行協議而針對本行提出的任何法律訴訟中出庭抗辯，一切成本及開支概由閣下自行承擔。

19.3 閣下必須簽署本行合理要求的加強本條效力的任何文件，包括有關經電子設備發出的指示或遺失的存摺、支票簿或保安密碼。

## 20 付款 - 一般事項

本行（及渣打集團其他各成員）有權將本行（或渣打集團任何其他成員）應付閣下的任何款項與閣下應付本行（或渣打集團任何其他各成員）的任何款項互相抵銷。

### 全數付款

20.1 閣下根據本行銀行協議須向本行作出的一切付款，最遲必須於到期繳款日以本行指定的貨幣之即時可動用資金全數交到本行，而並不涉及任何抵銷、反申索或扣減或預扣（包括以任何稅項為由），惟法例要求扣減或預扣者除外。如閣下被要求扣除或預扣任何金額，則閣下須向本行支付之金額當增加，以使本行收取之金額於該扣除或預扣後相當於閣下（如不須扣除或預扣的話）本來須付本行之金額。

### 獨立的付款責任

20.2 閣下於本行銀行協議下的任何付款責任均為個別及獨立的。



**Right of set off**

- 20.3 We (and any other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount you owe us (or any other member of the *Standard Chartered Group*) (whether or not the obligation is matured or contingent). We (and each other member of the *Standard Chartered Group*) may also combine or consolidate all *accounts*. If we (or any other member of the *Standard Chartered Group*) combine *accounts*, any credit funds held by you in your *accounts* will be applied to adjust the amount owing by you in relation to your other *accounts*. We (and each other member of the *Standard Chartered Group*) may do so at any time (even if you are not in *default*).
- 20.4 If you have a joint *account*, we (and each other member of the *Standard Chartered Group*) may set off any amount we (or any other member of the *Standard Chartered Group*) owe you against any amount owing to us (or any other member of the *Standard Chartered Group*) in any one *accountholder's account*.
- 20.5 For the purposes of clauses 20.3 and 20.4, each member of the *Standard Chartered Group* may make any necessary currency conversions at the rate they reasonably consider appropriate.

**Business days**

- 20.6 Unless otherwise stated in the *product terms*, if an amount is due on a day which is not a business day, you must pay it on or before the next following business day unless that day falls in the next calendar month, in which case you must pay it to us on or before the preceding business day.

**Debiting accounts**

- 20.7 We may debit (without notice to you) any interest, fees, costs or any other amount you owe us in connection with a *product* to the *account* for the *product*.

**Insufficient funds**

- 20.8 If you have insufficient funds in any *account* in respect of which we are entitled to debit amounts you owe us, yet we still decide to debit the *account*, our action does not constitute a waiver or otherwise affect our rights under our banking agreement.

**Automatic payment from account with another institution**

- 20.9 If we require you to pay us an amount by automatic payment from an account with another financial institution you must:
- organise a payment arrangement with the

**抵銷權**

- 20.3 本行（及渣打集團任何其他成員）可將本行（或渣打集團任何其他成員）應付閣下的任何款項與閣下應付本行（或渣打集團任何其他成員）的任何款項互相抵銷（不論有關義務是否到期或屬或然性質）。本行（及渣打集團其他各成員）亦可合併或綜合所有戶口。倘若本行（或渣打集團任何其他成員）合併戶口，則會以閣下戶口中所持的任何貸方資金，對閣下其他戶口的相關欠款作出調整。本行（及渣打集團其他各成員）可隨時採取有關行動（即使閣下並無違約）。
- 20.4 閣下如擁有聯名戶口，則本行（及渣打集團其他各成員）可將本行（或渣打集團任何其他成員）應付閣下的任何款項，與任一戶口持有人的戶口應付本行（或渣打集團任何其他成員）的任何款項互相抵銷。
- 20.5 就第20.3及20.4條而言，渣打集團各成員均可按其合理認為適當的匯率進行任何必要的貨幣換算。

**營業日**

- 20.6 除產品條款另有列明者外，倘有關款項於非營業日到期，則閣下須於下個營業日或之前支付，惟若該日在下一個曆月，則閣下須於前一個營業日或之前支付本行。

**扣賬**

- 20.7 本行可從產品的有關戶口扣除閣下就有關產品應付本行的任何利息、費用、開支或任何其他款項（而不通知閣下）。

**資金不足**

- 20.8 倘若本行有權從中扣除閣下應付本行款項的任何戶口資金不足，而本行仍決定從有關戶口扣賬，本行的行動概不構成放棄或以其他形式影響本行在本行銀行協議下的權利。

**從其他機構戶口的自動轉賬**

- 20.9 如本行須要閣下從其他財務機構以自動轉賬方式向本行支付款項，則閣下須：
- 與該財務機構作出付款安排，以使一個相當於該款項的金額將於該戶口扣除並於每付款日存入閣下的指定戶口，閣下亦須向本行提

other financial institution under which an amount equal to the amount, is debited from that account and deposited in your nominated account on each payment date and give us satisfactory evidence that this is in place; or

- provide us with any authority we require to enable us to debit the amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount left blank and otherwise drawn as we require.

### Authority to fill in cheques

20.10 If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the limit for the *product* at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the *product*.

### Honouring payment instruments

20.11 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the account to be debited (including any account with another financial institution or the *nominated account*);
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

### Post-dated cheques

20.12 If we require you to pay an amount by post-dated cheques, you must:

- give us post-dated cheques in our favour for an amount equal to each payment amount; and
- replace the cheques if we ask.

### How we apply payments

20.13 Payments are taken to be made when we credit them to the *account*. We do this as soon as practicable after receipt.

20.14 Unless set out in the *product terms* we may use amounts we receive under our banking agreement to pay amounts you owe us in any order we choose.

### Payments into suspense account

供足夠證據以證明；或

- 向本行提供任何本行要求的授權，以使本行能於該戶口扣除金額；或
- 如本行要求，向本行提供一或多張以本行為受益人的未訂明日期及金額的已簽署支票或以其他本行指定的方式而發出的支票。

### 填寫支票的權力

20.10 如閣下向本行提供任何支票，閣下將不可撤回地授權及委任本行為閣下的受權人在有關支票上填寫日期及不超過當時*產品*上限的金額；閣下明白本行可能會用該等支票支付任何閣下欠本行的任何關於*產品*的金額。

### 兌現付款指示

20.11 閣下須確定任何付款文書或付款指示能夠兌現。例如，閣下須：

- 確定閣下的戶口（包括任何與其他財務機構的戶口或*指定戶口*）有足夠資金可供扣除；
- 不會止付支票；
- 不會取消或更改任何付款安排（除非為反映分期付款上的改變，本行要求閣下更改安排）或關閉或改變有關戶口（有關支票於其下發出的）。

### 遠期支票

20.12 如本行要求閣下以遠期支票方式支付款項，閣下須：

- 向本行提供金額相等於每一款項的並以本行為受益人而發出的遠期支票；及
- 如本行要求，替換該等支票。

### 本行如何分配付款

20.13 任何付款視為在本行將其記入戶口時作出。本行會在實際收到付款後盡快入賬。

20.14 除非*產品*條款另有列明，本行可運用根據本行銀行協議收到的款項，按本行決定的任何順序支付閣下對本行所欠的款項。

20.15 We may place in a suspense account any payment we receive in connection with our banking agreement for so long as we consider appropriate. This is to protect our rights against other amounts you or a *security provider* may owe us.

### Insolvent payments

20.16 Under *insolvency law*, a person may demand the refund of a payment we have received under our banking agreement. To the extent we are obliged to do so or we agree to make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under our banking agreement as if the payment had never been made.

## 21 Currency conversion and indemnity

### Currency of payment

21.1 We may make currency conversions in respect of any amount received by us from you or due to you from us at a rate we reasonably consider appropriate. You indemnify us for any shortfall arising from the conversion.

### Payment in other currency

21.2 You waive any right you have in any jurisdiction to pay any amount other than in the currency in which it is due. If we receive an amount in a currency other than that in which it is due:

- we may convert the amount into the due currency on the date and at rates we reasonably consider appropriate. We may deduct our costs incurred in the conversion; and
- you satisfy your obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

### Currency restrictions

21.3 You must comply with all exchange control laws in connection with our banking agreement. If a country restricts the availability or transfer of its currency, we need not make any payment to your *account* in that currency. We may make the payment in any currency we consider appropriate.

### Currency conversion on judgment debt

21.4 If a judgment, order or proof of debt for or the recovery of an amount in connection with our banking agreement is expressed in a currency other than that in which the amount is due under our banking agreement, then you indemnify us against:

### 對暫記戶口的付款

20.15 本行可在認為適當的情況下，將本行就本行銀行協議收到的任何付款記入暫記戶口，以保障本行對於閣下或**抵押提供者**可能應付本行的其他款項的權利。

### 無力償債付款

20.16 根據破產法，本行根據本行銀行協議收到的付款可能會被要求退還。倘若本行有責任並且同意退款，則本行會視為原有付款從無作出處理。本行因而有權根據本行銀行協議對閣下行使本行的權利，猶如有關付款從無作出。

## 21 貨幣兌換及彌償保證

### 付款貨幣

21.1 本行可按本行合理認為適當的匯率，兌換本行從閣下收到或本行應付閣下的任何款項。閣下保證彌償本行因兌換而產生的任何短缺款項。

### 以其他貨幣付款

21.2 閣下放棄在任何司法管轄區以欠款貨幣以外的其他貨幣支付任何款項的權利。倘若本行收到欠款貨幣以外其他貨幣的付款：

- 本行可將有關款項按本行合理認為適當的日期及匯率兌換為欠款貨幣。本行可扣收兌換所產生的**開支**；並且
- 閣下以欠款貨幣支付的義務履行，以兌換所得欠款貨幣款額扣減兌換**開支**後的款額為限。

### 外匯管制

21.3 閣下必須遵守本行銀行協議涉及的一切外匯管制法例。倘若個別國家限制供應或轉移其貨幣，則本行毋須以有關貨幣向閣下的**戶口**作出任何付款。本行可以本行認為適當的任何貨幣付款。

### 判定債項的兌換

21.4 倘若有關本行銀行協議的判定債項、債項判令或債權證明或討回款項以本行銀行協議下的欠款貨幣以外的其他貨幣為單位，則閣下保證對本行彌償：

- any difference arising from converting the other currency if the rate of exchange we use under our banking agreement for converting currency when we receive a payment in the other currency is less favourable to us than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and
- the costs of conversion.
- 兌換其他貨幣的任何差額（倘若本行根據本行銀行協議用於收到其他貨幣付款時兌換貨幣的匯率，對本行而言遜於有關判定債項、債項判令或接納債權證明所用的匯率）；及
- 兌換開支。

## Part G - Information, statements and records

### 22 Information you give

#### Information must be correct

22.1 Each time we offer a *product* to you or you use a *product*, we rely on the information you give to us. It must be correct, complete and not misleading.

You must notify us if you become aware that any information you have given changes, is incorrect or misleading.

#### What you must give us

22.2 If we ask, you must give us any information about or documents in connection with:

- our banking agreement; or
- your financial affairs.

All information or documents must be in the form we require and certified by you to be true.

22.3 You must notify us if there is any change in your employment, business or profession within 15 days of the change.

22.4 You must get the consent of other persons named in a customer information form, an *application* or any *authorised person* to our collection, holding and use of their personal information.

22.5 You consent to us periodically checking your credit status with any credit bureau or credit reference agency.

#### Representations

22.6 You represent and warrant that:

- you have power and all necessary authorisations to own your assets and carry on any business you conduct, to enter into each of our banking agreements and any *security* you provide and to comply with your obligations and exercise your rights under them;
- your obligations under each of our banking agreements and any *security* (and the obligations of any *security provider*) are valid, binding and enforceable and neither you nor any *security provider* will be in breach of any law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under any of our banking agreements or any *security*;
- all the information given by you or any *security provider* (or on your or their behalf) is correct, complete and not misleading and

## G 部 - 資料、月結單及紀錄

### 22 閣下提供的資料

#### 資料必須正確

22.1 每次本行向閣下提供產品或閣下使用產品時，本行依賴閣下給予本行的資料。有關資料必須正確完備且並無誤導。

倘若閣下得知給予本行的任何資料有所改變或存在不確或誤導成份，則須通知本行。

#### 閣下須向本行提供的資料

22.2 閣下須應本行的要求提供有關以下各項的任何資料或文件：

- 本行銀行協議；或
- 閣下的財務狀況。

所有資料或文件均須符合本行要求的格式，並經閣下核證真確。

22.3 如閣下的受僱工作、業務或職業有任何變更，閣下須於變更的15天內通知本行

22.4 閣下必須取得客戶資料表格、申請所列其他人士或任何授權人士的同意，批准本行收集、持有及使用其個人資料。

22.5 閣下同意本行定期向任何信用機構或信貸資料中心核實閣下的信用狀況。

#### 聲明

22.6 閣下聲明及保證：

- 閣下有權力及所有所須批准以擁有及進行任何閣下的業務、與本行訂立每一銀行協議及任何閣下提供的抵押；並履行閣下的責任及行使閣下的權利；
- 閣下於每一本行銀行協議及任何抵押下的責任（以及任何抵押提供者的責任）均為有效、有約束力及可予以強制執行；而閣下或任何抵押提供者均不會因訂立任何銀行協議或任何抵押或因履行或行使任何銀行協議或任何抵押下的責任或權利而違反任何法律、批准、文件或協議。
- 閣下或任何抵押提供者本身(或代表閣下或該

each representation made by you to us is correct and not misleading;

- since the date the information was given there has been no change in your or a *security provider's* financial circumstances which may have a material adverse effect on your or the *security provider's* ability to meet any of your or their obligations to us;
- neither you nor any *security provider* has withheld any information that might have caused us not to enter into any of our banking agreement or provide any *product* to you (including information about the assets you or they own);
- neither you nor any *security provider* or any assets you or they own has immunity from the jurisdiction of a court or from legal process;
- unless otherwise stated in the *application*, you are not entering into our banking agreement or transacting with us as a trustee, agent or nominee. (This means you are liable as principal);
- if we accept your *application* to enter into our banking agreement or you transact with us as a trustee, executor, agent or nominee, you are authorised to do so;
- neither you nor any *security provider* is in *default* and no event has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become a *default*.

You repeat these representations and warranties every time you apply for a *product* or make any transaction on a *product* or *account*. You must notify us whenever anything happens which would mean you could not truthfully repeat these representations and warranties.

## 23 Information we give

Any information we give to you is for reference purposes only. We do our best to ensure that the information we provide is accurate and complete. However, we are not liable for the accuracy or completeness of the information given.

## 24 Information we disclose

24.1 You consent to each member of the *Standard Chartered Group*, its officers, employees, agents and advisers disclosing information relating to you (including details of the *accounts*, *products* or any *security*) to:

- our head office and any other member of the *Standard Chartered Group* in any jurisdiction ("*permitted parties*");
- professional advisers, service providers

*抵押提供者*提供的一切資料均正確完備且並無誤導，而閣下對本行作出的各項聲明均屬正確且並無誤導；

- 自從提供資料日期以來，閣下或*抵押提供者*的財務狀況並無出現任何可能嚴重影響閣下或*抵押提供者*履行對本行所負義務的轉變；
- 不論閣下或*抵押提供者*並無隱瞞有可能導致本行不與閣下訂立本行銀行協議或不向閣下提供任何產品的任何資料（包括關於閣下或*抵押提供者*資產的資料）；
- 閣下或任何抵押提供者或任何閣下或該抵押提供者擁有的資產均無法庭或任何法律程序下發出的豁免；
- 除申請中另有註明者外，閣下並非以受託人、代理人或代名人身分訂立本行銀行協議或與本行交易（即閣下須承擔主事人責任）；
- 倘若本行接納閣下以受託人、遺囑執行人、代理人或代名人身分訂立本行銀行協議或與本行交易，則閣下有權如此行事；
- 不論閣下或任何*抵押提供者*並無違約，亦無發生任何事件以致在給予通知或時間經過或達到任何條件的情況下構成違約。

閣下在每次申請產品或就產品或戶口進行任何交易時重申上列聲明及保證。倘若發生任何情況，以致閣下不能真誠重申上列聲明及保證，閣下必須知會本行。

## 23 本行提供的資料

本行向閣下提供的任何資料僅供參考。本行會盡力確定本行提供的資料為正確及完整。但本行不會為所供提的資料的準確性或完整性負上責任。

## 24 本行披露的資料

24.1 閣下同意渣打集團各成員、其職員、僱員、代理人及顧問向下列人士披露有關閣下的資料（包括戶口、產品或任何*抵押*的詳情）：

- 本行在任何司法管轄區的總辦事處及渣打集團任何其他成員（「獲允人士」）；
- 獲允人士的專業顧問、服務供應商或獨立承辦商或代理人，例如收數公司、數據處理公

or independent contractors to, or agents of, the *permitted parties*, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the *permitted parties*;

- any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- any credit bureau or credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection, or any *permitted parties*;
- any financial institution which you have or may have dealings for the purpose of conducting credit checks (including in the form of bank references);
- any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the *permitted parties*;
- a *merchant* or a member of a *card association* where the disclosure is in connection with use of a *card*;
- any *authorised person* or any *security provider*;
- anyone we consider necessary in order to provide you with services in connection with an *account*,

whether they are located in or outside Hong Kong.

- 24.2 The information may be used in connection with matching procedure (as defined in the Personal Data (Privacy) Ordinance, Cap. 486) and in accordance with our usual practice.

We treat information in accordance with applicable law (including the Personal Data (Privacy) Ordinance and Code of Practice on Consumer Credit Data). Please refer to Appendix 1 for more details about how we deal with information and your rights.

## 25 Statements and records

- 25.1 We issue statements for *accounts* periodically as set out in the *product terms*. However, we may not issue statements if an *account* is inactive, there have been no transactions since the previous statement or where we are not required by law to do so. You may ask for a single statement for each account or a *consolidated statement* (if available). You are responsible for checking them for errors. Information about *accounts* (including the *balance owing*) may be obtained at any other time by contacting us.

司及對獲允人士負有保密責任的人士；

- 本行與閣下之本行銀行協議的任何有關實際或潛在參與人或附屬參與人或承讓人、約務更替人或受讓人（或其中任何一方的任何職員、僱員、代理人或顧問）；
- 任何信貸資料中心或信貸資料服務機構、評級機構、聯營夥伴、保險商或保險經紀或直接或間接信貸保障提供者或任何獲允人士；
- 閣下曾經或可能曾經與其交易的任何財務機構（為進行信貸調查而披露，包括以銀行信用查詢形式進行）；
- 對獲允人士有司法管轄權的任何法院、審裁處或主管當局（包括進行違規調查的機關）；
- 商戶或信用卡協會成員（就卡產品的使用和披露）；
- 任何授權人士或任何抵押提供者；
- 行認為就戶口為閣下提供服務而必須的任何人士，

而不論有關人士在香港境內或境外。

- 24.2 有關資料可按核對程序（定義見香港法例第486章《個人資料（私隱）條例》）及根據本行的慣常做法使用。

本行根據有關法例（包括《個人資料（私隱）條例》及《個人信貸資料實務守則》）處理有關資料。有關本行如何處理資料及閣下權利的詳情，請參閱附錄1。

## 25 月結單及紀錄

- 25.1 本行根據產品條款定期發出戶口的月結單。然而，倘若戶口並無活動、自上個月結單日期以來並無交易或在並非法律規定的情況下，本行未必會發出月結單。閣下可以要求發出各戶口的單獨月結單或綜合月結單（如有提供）。閣下有責任檢查月結單是否有誤。閣下在任何其他時間均可聯絡本行索取有關戶口的資料（包括欠款結餘）。
- 25.2 倘若閣下指示發出綜合月結單（如有提供），則閣下承認知悉本行不會就個別戶口另行發出月結單。

倘若閣下認為有誤



25.2 If your instructions are to give you a *consolidated statement* (if available) you acknowledge that we will not also issue separate statements for individual *accounts*.

#### If you think there is a mistake

25.3 You should retain all transaction records to enable you to verify entries. You must check these entries and your passbook, or any counterfoil, entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible. If you do not report any mistake within the period stated in the *product terms* or as under applicable law, we treat the statement as correct.

25.4 The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-business days and after "cut-off" time on business days may be held over to be processed on the next business day.

#### Reversals

25.5 We may cancel, reverse or debit any payment we make under our banking agreement (including any interest paid) and make any corresponding adjustments to an *account*:

- to correct a mistake;
- where we have not received cleared and unconditional funds in full or promptly;
- where we are required to return the funds to the relevant payer or drawer; or
- where we have reasonable grounds for doing so.

#### Our records are conclusive

25.6 Unless there is an obvious mistake:

- our records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
- any certificate we issue, or decision we make, about a matter or an amount payable in connection with our banking agreement is conclusive evidence.

25.7 You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by applicable law.

25.3 閣下應該保留所有交易紀錄，以核對各條項目。閣下須於收到月結單後盡快檢查有關項目及閣下的存摺或任何存根項目是否準確無誤。如有任何錯誤或未經授權交易，必須盡快通知本行。倘若閣下並無在產品條款所列或有關法例規定的期間報告任何錯誤，則本行將視月結單為正確論。

25.4 交易紀錄所示日期與閣下的月結單所示日期可能有異。這是由於在非營業日或營業日的「截數」時間之後完成的交易，可能延至下個營業日才處理。

#### 撥回

25.5 本行可以取消、撥回或扣除本行根據本行銀行協議作出的任何付款（包括所付的任何利息），並對戶口進行相應調整：

- 以糾正錯誤；
- 倘若本行並無全數或及時收到無條件可動用款項；
- 倘若本行須向有關付款人或提款人退還款項；或
- 倘若本行有合理理由採取行動。

#### 本行的紀錄具決定性

25.6 除存在明顯錯誤外：

- 本行有關指示、報告、月結單或其他通訊的紀錄（不論是書面實體、電子、數據或其他形式）均為有關內容、本行收悉或並無收悉的決定性證據；而
- 本行就本行銀行協議而作出有關任何事項或應付款項的認證或決定均屬決定性證據。

25.7 閣下承認，本行可於有關法例允許的時間在本行認為適當的情況下銷毀、刪除或以其他方式停止存儲任何紀錄（不論是書面實體、電子、數據或其他形式）。



## Part H - Termination, suspension and enforcement

### 26 How our banking agreement, or your use of a product, ends

#### Termination by either party

- 26.1 Either you or we may end our banking agreement or your use of a *product* by giving the other party prior notice in writing in accordance with our banking agreement.
- 26.2 If you have more than one *account*, you may not cancel certain *electronic banking services* for any one *account* only (unless we otherwise agree).

#### Termination by us

26.3 We may end any (or all) of our banking agreement for a *product*, with reasonable notice to you, if:

- you or any *security provider* have given us incorrect, incomplete or misleading information or made a representation or warranty that is incorrect or misleading; or
- you do not pay on time an amount due under any of our banking agreements or any other arrangement you have entered into with a member of the *Standard Chartered Group* (This includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment); or
- you have breached any other term of any of our banking agreement or any other arrangement you have entered into with a member of the *Standard Chartered Group*; or
- you have breached any term of any arrangement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility; or
- a *security provider* has breached any term of any *security* or any agreement entered into in connection with the assets the subject of the *security* any other *security interest* they have provided to us or any other arrangement they have entered into with a member of the *Standard Chartered Group*; or
- any *security* or insurance we require in connection with a *product* is or becomes unenforceable or is withdrawn or terminated without our consent; or
- you or any *security provider* becomes *insolvent* or any of your or their assets is subject to *insolvency proceedings*; or

## H 部 - 終止、暫停及強制執行

### 26 本行銀行協議或閣下使用產品的終止方式

#### 任何一方提出終止

- 26.1 閣下或本行均可根據本行銀行協議向對方發出預先書面通知以終止本行銀行協議或閣下對某項產品的使用。
- 26.2 閣下如擁有超過一個戶口，則未必可以僅取消某個戶口的若干電子理財服務（除非經本行另行同意）。

#### 本行提出終止

26.3 在下述情況下，本行可向閣下發出合理通知而提出終止任何(或全部)關於某項產品的本行銀行協議：

- 閣下或任何**抵押提供者**給予本行不確、不全或誤導資料或作出不確或誤導的聲明或保證；或
- 閣下沒有依時支付任何本行銀行協議下或閣下與渣打集團成員達成的任何其他安排下到期應付之金額（這包括閣下並無確認指定從其扣除款項的戶口有足夠資金）；或
- 閣下違反任何本行銀行協議或閣下與渣打集團成員訂立的任何其他安排的任何其他條款；或
- 閣下違反閣下與另一財務機構任何安排下的任何條款，或另一財務機構暫停或終止閣下使用任何理財服務；或
- **抵押提供者**違反任何**抵押**、任何關於**抵押項**下資產的協議、任何他們向本行提供的其他**抵押權益**或任何他們與渣打集團成員達成的其他安排下的任何條款；或
- 任何**抵押**或本行就某項產品而要求的保險失去效力或在沒有本行同意的情況下撤銷或終止；或
- 閣下或任何**抵押提供者**無力償債或閣下或**抵押提供者**的任何資產涉及無力償債程序；或
- 閣下或任何**抵押提供者**身故或喪失行為能力；或

- you or any *security provider* dies or becomes incapacitated; or
  - you or any *security provider* stops payment, ceases to carry on its business or a material part of it or threatens to do so; or
  - you or any *security provider* acts fraudulently or dishonestly; or
  - any of your or any *security provider's* assets are subject to enforcement of a judgment by any party; or
  - any assets the subject of a *security* or any of your business or the business of a *security provider* is in jeopardy; or
  - you are convicted of a crime; or
  - legal proceedings to recover debts or criminal proceedings are commenced against you or any *security provider*; or
  - we consider that an *account* is being operated in an irregular or improper manner; or
  - any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
  - any thing occurs which, in our opinion, is likely to have a material adverse effect on your (or a *security provider's*) business, assets or financial condition or your or their ability or willingness to comply with obligations under any of our banking agreements or any *security*; or
  - any other event of default (however described) under any of our banking agreements or any *security* occurs; or
  - performance of any obligation by either you or us under our banking agreements or a *security provider* under any *security* breaches, or is likely to breach, a law or a requirement of any authority.
- 閣下或任何**抵押提供者**停止付款或停止（或威脅停止）業務或其關鍵部分；或
  - 閣下或任何**抵押提供者**作出欺詐或不誠實行為；或
  - 閣下或任何**抵押提供者**的任何資產被任何人士強制執行判決；或
  - **抵押**項下的任何資產或任何閣下或**抵押提供者**的業務處於危難之中；或
  - 閣下干犯罪行；或
  - 閣下被提出追討債項的法律程序或刑事程序；或
  - 本行認為戶口的操作不尋常或不適當；或
  - 閣下進行的任何業務並不是以適當、有條理及有效率的方式而行，或閣下在沒有本行同意的情況下停止進行業務（或其重大部分）或作出重大改變；或
  - 發生了任何本行認為有可能嚴重影響閣下（或**抵押提供者**）的業務、資產或財務狀況或閣下（或**抵押提供者**）履行任何本行銀行協議下或任何**抵押**下責任的能力或意願的情況；或
  - 任何本行銀行協議或任何**抵押**的任何其他違約事件（不論如何形容）；或
  - 閣下或本行在本行銀行協議下的任何義務履行或**抵押提供者**履行任何**抵押**下義務違反或可能違反法例或任何主管當局規定。

然而，在本行認為特殊的情況下，本行可以不給予閣下任何通知而終止本行銀行協議。

本行於本條款下的權利不影響任何其他本行銀行協議下的權利，並受限於任何法律規定發出（亦不能排除）的通知、索求或時效間距。

#### 其他終止權利

- 26.4 **產品條款**或本客戶條款可能訂有閣下或本行可終止關於某項**產品**的本行銀行協議的其他情況。

However if circumstances which we consider to be exceptional apply, we need not give you any notice before we end our banking agreement.

Our rights under this clause do not affect any other right under any of our banking agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

#### Additional rights to terminate

- 26.4 The *product terms* or these Customer Terms may specify additional circumstances in which

you or we may end our banking agreement for a *product*.

## 27 What happens on termination

### Banking agreement

27.1 After our banking agreement for a *product* ends, you must:

- not use the *product* or any benefits in connection with the *product*;
- immediately repay all amounts owing to us under our banking agreement including the *balance owing* for the *accounts* for the *product*;
- do any other thing which our banking agreement requires to be done when your right to use the *product* ends.

### No effect on rights and liabilities

27.2 Ending our banking agreement, or the right to use a *product*, does not affect any of the rights and obligations of either of us, which arose before it ended. You are not entitled to any refund of any fee or amount paid or subsidy received in connection with any *product*. All provisions in our banking agreement in connection with clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, *tax*, and the provisions in Part I (Security) and Part J (General) survive termination of our banking agreement.

### Review of entitlements

27.3 After our banking agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

## 28 Enforcement action

We may take any action we consider appropriate to enforce our banking agreement or any *security* including:

- employing any third party agent to collect any amount owing to us;
- attaching the *balance owing* for any account to your or a *security provider's* assets;
- taking steps to enforce our rights against your or a *security provider's* assets such as by lodging caveats;
- commencing legal proceedings against you or a *security provider*.

## 29 Suspension

We may suspend providing a *product* at any time for any reason (even if there is no *default*).

## 27 終止時會如何

### 銀行協議

27.1 關於某項產品的本行銀行協議終止後，閣下：

- 不得再使用產品或與產品有關的任何利益；
- 須立即償付本行銀行協議下應付本行的所有款項，包括關於有關產品戶口的欠款結餘；
- 須執行本行銀行協議所規定閣下的產品使用權終止時必須採取的任何其他行動。

### 不影響權利和責任

27.2 終止本行銀行協議或個別產品的使用權概不影響本行與閣下在本行銀行協議終止前產生的任何權利和義務。閣下亦無權享有閣下就任何產品已付的任何費用或款項之退款或已收的補貼。本行銀行協議有關回撥、彌償保證、責任限制、資料披露、抵銷、外幣兌換、稅項的所有條款及I部（抵押）和J部（一般事項）的條款，在本行銀行協議終止後保持有效。

### 重審權益

27.3 本行銀行協議終止後，本行可重審並撤回適用於閣下的任何推廣或優惠安排。

## 28 強制執行

本行可採取本行認為適當的任何行動，強制執行本行銀行協議或任何抵押，包括：

- 聘請任何第三方代理人追討欠本行的任何款項；
- 將任何戶口的欠款結餘附加於閣下或抵押提供者的資產；
- 採取行動對閣下或抵押提供者的資產強制執行本行的權利，例如提交知會備忘；
- 對閣下或抵押提供者展開法律程序。

## 29 暫停

本行可隨時以任何理由（即使不涉違約）暫停提供某項產品。其時，本行會在可行情況下盡快通知閣下。本行同意會應閣下對本行書面提出的要求而暫停提供某項產品。

If we do, we notify you as soon as practicable. We agree to suspend provision of a *product* if you ask us to do so in writing.

### **30 Conversion of accounts**

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We may convert or consolidate any *account* into another type of *account* if we consider it appropriate to do so and we give you reasonable notice in writing before we do so. If you do not instruct us that you want to close the *account* before expiry of the notice period, we will proceed to convert or consolidate the *account* and we will allocate a new account number.

### **30 戶口轉換**

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本行可在認為適當的情況下將任何戶口轉換或綜合為另一類別戶口，並會預先以書面方式給予閣下合理通知。倘若閣下並無在通知期屆滿前指示本行關閉有關戶口，則本行會實行有關戶口的轉換或綜合並且重新分配一個新的戶口號碼。

## Part I - Security

### 31 Security

#### Further security

31.1 In addition to any other *security* we may require, you must do anything we ask (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:

- provide further or more effective *security* to us to secure any *balance owing* for any of your *accounts* and any other amount which you may owe us in the future; and
- to allow us to exercise our rights in connection with your assets.

#### No dealings

31.2 You must not create or allow to exist any *security interest* or otherwise deal with any assets that are the subject of *security* without our consent.

#### Changing the security

31.3 If you want to provide additional or replacement *security* for a *product* (for example, if you want to move house but you want to keep any loan we have provided to you), please contact us to discuss. If we agree to your request, it will be on terms we specify. For example, the replacement *security* must be in form and substance we approve and you must pay all applicable fees and costs.

#### Ensure compliance by security provider

31.4 You must ensure that each *security provider* complies with their obligations under the *security* they have provided to us.

#### Security continues until release

31.5 Any *security* continues until we have released it.

#### Appointment as attorney

31.6 You irrevocably appoint us and any other person we nominate as your attorney to execute documents and take other action that we consider necessary to perfect and enforce any *security* (including dealing with any of the property which is the subject of the *security*).

### 32 Valuations

32.1 If we ask, you must arrange, pay for and provide us with a valuation report in connection with any asset that is the subject of any *security*. Any valuation report must be in accordance with any requirements we specify. Alternatively, we may obtain a valuation report at your cost.

32.2 We may arrange for further valuation reports in connection with any asset the subject of any *security* at any time. We debit the cost of the valuation report from your *account*.

## I 部 - 抵押

### 31 抵押

#### 增加抵押

31.1 除本行可能要求的任何其他*抵押*外，閣下須應本行要求採取任何行動（例如取得同意、簽署及交付文件，以及安排填妥及簽署文件），以：

- 就日後閣下任何戶口的任何欠款結餘及閣下可能欠負本行的任何其他款項，向本行提供更多或更有效的*抵押*；及
- 讓本行對閣下的資產行使本行權利。

#### 不得交易

31.2 對於*抵押*所涉的任何資產，閣下不得未經本行同意而設立或允許存在任何*抵押權益*或以其他形式交易。

#### 抵押的更改

31.3 如閣下欲就某項產品提供額外或替代*抵押*（例如閣下打算搬家但希望保留任何本行向閣下提供的貸款），請與本行聯絡。如本行同意閣下的要求，本行會指定有關條款。例如，替代*抵押*須以經本行批核的格式及內容而作出，而閣下亦須支付所有適用的費用及開支。

#### 確定抵押提供者履行條件

31.4 閣下必須確定每位*抵押提供者*均會履行在他們向本行提供的*抵押*下他們的責任。

#### 抵押在解除前一直有效

31.5 任何*抵押*一直有效，直至本行將其解除為止。

#### 委任為代表

31.6 閣下不可撤銷地委任本行及本行指定的任何其他人士作為閣下的代表，就本行認為完善及強制執行任何*抵押*（包括處理*抵押*所涉的任何資產）所需而簽立文件及採取其他行動。

### 32 估值

32.1 閣下必須在本行要求時，安排、支付並向本行提供任何*抵押*所涉的任何資產的估值報告。任何估值報告必須符合本行規定的任何要求。本行亦可自行安排估值報告，費用由閣下負責。

32.2 本行或會於任何時間安排關於任何*抵押*項下任何資產進一步的估值報告。本行會於閣下的戶口扣除取得估值報告的開支。

32.3 If as a result of the further valuation report, we consider that the *security* is inadequate, you must provide us with further *security* in form and substance we specify.

### 33 Insurance

33.1 For some *products*, we require insurance to be maintained, for example life insurance, insurance over any asset which is the subject of *security* or mortgage insurance. Any insurance policy must be with an insurer that we approve and for the risks that we specify. Alternatively, we may require you to pay for insurance we arrange.

33.2 Our interest must be noted on the insurance policy and you must ensure that any amount paid by the insurer under the policy is paid to us. If we ask, you must give us a copy of the policy.

33.3 You must comply with the terms of any insurance policy that we require in connection with a *product*.

33.4 If we permit you to make your own arrangements for insurance, you must pay us an administration fee and any *costs* we specify. You must provide us with the original insurance policy and the original receipt for the amount paid for the insurance.

33.5 If you have made arrangements with the insurer which allow us to cancel the insurance when you are in *default*, we may apply any amounts that are refunded by the insurer against any amount you owe us.

33.6 If we arrange insurance for your benefit, you must pay all amounts the insurer requires in connection with the policy and we debit those amounts from your *account*. The insurance cover will only take effect from the date we debit your *account*. If a claim is unsuccessful, you may not claim against us and we are not liable for any *loss* you incur.

33.7 We may accept any commission from an insurance company in connection with any insurances which we arrange.

32.3 如本行因進一步的估值報告而認為**抵押**不足，閣下必須向本行以本行指定的格式及內容進一步提供**抵押**。

### 33 保險

33.1 對於部分**產品**，本行要求安排保險，例如人壽保險、**抵押**所涉的任何資產的保險或按揭保險。任何保單必須由本行認可的保險公司發出，對本行指定的風險提供保障。本行亦可要求閣下支付本行自行安排的保險。

33.2 本行的權益必須載於保單，而閣下必須確保保險公司根據保單作出的任何付款均付予本行。在本行要求時，閣下須向本行提供保單副本。

33.3 閣下須履行任何本行就某一**產品**而須的保單下的條款。

33.4 如本行批准閣下就保險自行安排，閣下須向本行支付行政費用及任何本行指定的**開支**。閣下須向本行提供保單正本以及就保險支付款項的收據正本。

33.5 如閣下與保險公司作出安排以使本行能於閣下違約時取消保險，則本行可用任何保險公司退還的金額支付閣下欠本行的任何金額。

33.6 倘若本行以閣下為受益人安排保險，閣下必須就有關保單支付保險公司要求的一切款項而本行會從閣下的**戶口**扣除該款項。保障只會於本行自閣下**戶口**扣除款項之日方始生效。保險申索如不成功，閣下亦不得向本行申索，而本行對於閣下蒙受的任何**損失**概不負責。

33.7 本行可接受任何保險公司就本行安排的任何保險而付的佣金。

## Part J - General

### 34 General

#### Exclusion of liability

34.1 Unless a law prohibits us from excluding or limiting our liability, we are not liable for any *loss* you incur in connection with our banking agreement (including in connection with the provision of any *product*, unavailability or improper functioning of an *electronic banking service*, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under our banking agreement, misrepresentation, your or an *authorised person's* instructions or any unauthorised instructions, your *default*, termination of any of our banking agreement, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the *loss* arises for any reason and even if the *loss* was reasonably foreseeable or we had been advised of the possibility of the *loss*. However, we are liable for your direct loss to the extent it is directly caused by our fraud or wilful misconduct. This clause 34.1 is subject to clause 17.

#### We take no responsibility for your decisions

34.2 We are not responsible for any decision you make:

- to enter into our banking agreement;
- to use any *product*;
- about any features of any *product* (including the interest rate or any fees or costs payable under it).

While some employees are authorised to give you certain types of information about our *products*, neither our employees nor our agents have any authority to make representations or predictions or give any opinion about anything in connection with our banking agreement.

We are not liable for any *loss* if they act without authority. However, if you consider that any representation has been made to you that is not set out in our banking agreement, you need to give us details in writing so that we can clarify it.

If you, any *authorised person* or any *security provider* has any concerns about these things, the terms of our banking agreement or any *security*, we recommend you or they get help from an independent financial adviser or lawyer.

#### Hyperlinked sites

34.3 We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on our website. We are not responsible for

## J 部 - 一般事項

### 34 一般事項

#### 責任豁免

34.1 除法律禁止本行排除或限制本行責任的情況下，本行對於閣下因本行銀行協議而蒙受的任何損失概不負責（包括有關提供任何產品、電子理財服務並無提供或功能失靈、任何電子支付轉賬的延誤或錯誤、根據本行銀行協議向閣下提供資金時出現延誤、失實陳述、閣下或授權人士的指示或任何未經授權人士的指示、閣下的違約、任何本行銀行協議的終止、本行拒絕按任何指示行事，或本行任何其他作為或不作為的損失）。不論損失由於任何原因而產生，即使有關損失可合理預見或本行獲知會有關損失的可能性，本條仍然適用。然而，本行對於本行欺詐或蓄意不當行為直接導致閣下蒙受的直接損失負責。本第34.1條受第17條規限。

#### 本行對閣下的決定概不負責

34.2 本行對於閣下在下列方面的任何決定概不負責：

- 訂立本行銀行協議；
- 使用任何產品；
- 任何產品的任何特點（包括利率或據其應付的任何費用或開支）。

雖然部分僱員獲授權向閣下提供有關本行產品的若干資料，但本行僱員及本行的代理人概無權力就本行銀行協議的任何有關事宜作出聲明或預計或提供任何意見。

倘若上述人士超越權限行事，本行對任何損失概不負責。然而，倘若閣下認為所獲作出的任何聲明並無載於本行銀行協議，則需要向本行提供書面詳情，以便本行釐清。

倘若閣下、任何授權人士或任何抵押提供者對於前述事宜、本行銀行協議條款或任何抵押有任何疑慮，本行建議應向獨立財務顧問或律師尋求協助。

#### 連結網站

34.3 本行對於本行網站所連結的任何網站概不負責



any loss you incur in connection with those hyperlinked sites.

### Circumstances beyond our control

34.4 We are not liable for any loss you incur in connection with our inability or delay in receiving or executing instructions due to any *circumstances beyond our control*.

34.5 If any *circumstances beyond our control* occur, we may take any action we consider appropriate in connection with your *account*.

### Further steps

34.6 You must do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- to bind you and any other person intended to be bound by our banking agreement;
- to show whether you are complying with our banking agreement; and
- to confirm anything done by us in the proper exercise of our rights under our banking agreement.

### Prompt performance

34.7 If our banking agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly.

### Time of the essence

34.8 Time is of the essence in respect of your obligations to pay any money.

### We may act if you fail to do so

34.9 We may do anything which you should have done under our banking agreement but which you have either not done or in our opinion have not done properly. If we do so, you must pay our costs when we ask.

### Waiver

34.10 A provision of our banking agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.

### Variation of our banking agreement

34.11 You acknowledge that various features of a *product* may be changed from time to time, including the fees and interest rates with prior notice to you. However, we may also vary any of the other terms of our banking agreement by notice to you in accordance with our usual

責、亦不認可，並且概不就此作出任何聲明或保證。本行對於閣下因有關連結網站而蒙受的任何損失概不負責。

### 本行控制範圍以外情況

34.4 對於因任何本行控制範圍以外情況導致本行無法或延誤接收或執行指示，從而令閣下蒙受的任何損失，本行概不負責。

34.5 倘若發生任何本行控制範圍以外情況，本行可對閣下的戶口採取本行認為適當的任何行動。

### 其他行動

34.6 閣下須應本行要求採取任何行動（例如取得同意、簽署及出具文件，以及安排填妥及簽署文件），以：

- 約束閣下及擬受到本行銀行協議約束的任何其他人士；
- 證明閣下有否遵守本行銀行協議；及
- 確認本行正當行使於本行銀行協議下權利所採取的任何行動。

### 按時履行

34.7 倘若本行銀行協議有規定閣下必須履行某項義務的時限，閣下必須在指定時間前履行。閣下須及時履行所有其他義務。

### 時間因素至關重要

34.8 對於閣下的任何付款義務而言，時間因素至關重要。

### 本行可作出閣下並沒作出的事宜

34.9 本行可執行在本行銀行協議下，閣下應該作出但並無作出或本行認為沒有適當地作出的事宜。如本行作出該等事宜，閣下須應本行要求支付本行的開支。

### 豁免

34.10 本行銀行協議的個別條款或據其設立的權利概不可豁免，除非經受其約束之人士書面簽署放棄，並且只就列明之目的生效。

### 本行銀行協議的修訂



practice and in accordance with any applicable law. The *product terms* may set out specific steps we must follow to effect a variation.

### Additional services

34.12 From time to time we offer incentive programmes or value added services in connection with a product offered by us or a third party. We may vary or withdraw the programmes or services at any time. We do not guarantee or warrant their quality and, if they are provided by a third party, they are provided on the terms offered by the third party (including the third party's privacy policies). Please contact us if you want to find out more information about the terms of the programmes or services.

### How we may exercise our rights

34.13 We may exercise a right or remedy, give or refuse our consent or approval in connection with our banking agreement in any way we consider appropriate, including by imposing conditions. We need not give you reasons for any decision we make.

34.14 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

34.15 Except for a waiver or variation in accordance with clause 34.10 or 34.11, nothing we do suspends, varies or prevents us from exercising our rights under our banking agreement.

34.16 We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.

34.17 Our rights and remedies under our banking agreement and any *security*:

- are in addition to other rights and remedies given by law independently of our banking agreement or the *security* (including any general or banker's lien which any member of the *Standard Chartered Group* may have at law);
- do not merge with and are not adversely affected by any other *security* and may be executed independently or together with any rights or remedies including under any other *security*;
- may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise; and
- are not affected by any payment, settlement or any thing which might otherwise affect them at law including:
  - us varying our banking agreement such as

34.11 閣下承認個別產品的費用及利率等多項特點可不時預先通知閣下而更改。然而，本行亦可根據本行的慣常做法及任何有關法例更改本行銀行協議的任何其他條款。產品條款可能載列本行實施修訂所須遵行的特定程序。

### 額外服務

34.12 本行可不時就本行或第三方提供的產品提供獎勵計劃或增值服務。本行可隨時更改或撤回有關計劃或服務。本行不擔保或保證有關計劃或服務的質素，而且如果由第三方提供的話，該計劃或服務將受限於該第三方的條款（包括該第三方的私隱政策）。閣下如欲索取有關計劃或服務條款的更多資料，請與本行聯絡。

### 本行可如何行使權利

34.13 本行可按本行認為適當的任何形式就本行銀行協議行使權利或補救、給予或拒絕給予同意或批准，包括設立條件。本行不需就本行作出的任何決定向閣下解釋理由。

34.14 即使本行並無全面或於指定時間行使某項權利或補救，本行仍可於其後行使。

34.15 除根據第34.10條或第34.11條作出豁免或修訂外，本行的任何行為概不暫停、影響或防礙本行行使本行銀行協議下的權利。

34.16 本行對於行使或嘗試行使、並無行使或延誤行使權利或補救而引致的任何損失概不負責（不論是否由於本行疏忽而引致）。

34.17 本行在本行銀行協議下的權利和補救及任何**抵押**：

- 均附加於法律所賦予的其他權利及補救，獨立於本行銀行協議或**抵押**（包括渣打集團任何成員可能依法享有的任何一般或銀行留置權）以外；
- 概不與任何其他**抵押**合併，亦不受其不利影響，可獨立執行或與任何權利或補救（包括任何其他**抵押**下的權利或補救）一併執行；
- 即使涉及職責衝突或本行對有關行使享有個人權益仍可行使；並且
- 概不受到任何根據法律原應對其有影響的任何付款、結算或任何事宜所影響，包括：

by providing you with additional *products* or replacing existing *products*;

- you opening an *account*;
- an *account* not being active;
- us releasing you or a *security provider* or giving them a concession, such as more time to pay;
- the fact that we release or lose the benefit of any *security*;
- the death, mental or physical disability or *insolvency* of any person (including you or a *security provider*).

34.18 Our rights and remedies under our banking agreement may be exercised by any of our authorised employees or any other persons we authorise.

### Complying with a court order

34.19 If we are served with a court order, we act in accordance with the court order and you must not commence proceedings against us in relation to our actions under the court order.

### Consents

34.20 You must comply with all conditions in any consent or approval we give in connection with our banking agreement.

### Conflicting claims

34.21 If we consider any funds in any account may be subject to conflicting claims, we may take action (including getting legal advice or taking legal proceedings) to determine the matter. We may act in accordance with any determination and we are not liable to you for any *loss* you incur.

### Indemnities

34.22 The indemnities in our banking agreement are continuing obligations, independent of your other obligations under them. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with our banking agreement.

### Commissions

34.23 We may pay or receive a fee or commission to or from a third party if you are introduced to us or by us (if required by law, after you have consented to the introduction).

### Outsourcing

34.24 We may employ independent contractors and agents (including correspondents) to perform any of our obligations under our banking

- 本行修訂本行銀行協議，例如向閣下提供更多產品或取代現有產品；
- 閣下開立戶口；
- 戶口並無活動；
- 本行對閣下或抵押提供者的解除責任或給予讓步，例如寬限付款時間；
- 本行解除任何抵押或失去有關利益；
- 任何人士（包括閣下或抵押提供者）身故、精神或身體殘障或無力償債。

34.18 本行在本行銀行協議下的權利及補救可由本行任何授權僱員或本行授權的任何其他人士行使。

### 遵守法院指令

34.19 倘若本行接獲法院指令，本行會遵法院指令行事，而閣下不得因本行根據法院指令採取的行動對本行提出訴訟。

### 同意

34.20 閣下必須遵守本行就本行銀行協議給予同意或批准時附帶的所有條件。

### 衝突申索

34.21 倘若本行認為任何戶口的任何資金可能涉及有衝突的申索，則可採取行動（包括徵詢法律意見或提出法律訴訟）對有關事宜作出決定。本行可根據任何決定行事，而對於閣下因而蒙受的任何損失概不負責。

### 彌償保證

34.22 本行銀行協議規定的彌償保證屬持續義務，獨立於閣下就此承擔的其他義務。本行毋須先產生開支或作出付款，方就本行銀行協議強制執行某項彌償權利。

### 佣金

34.23 倘若閣下獲轉介予本公司或本公司將閣下轉介他人（在法例規定的情況下，先經閣下同意轉介），本公司可向有關第三方支付或收取費用或佣金。

agreement or provide a *product* on terms we consider appropriate.

### Dealings

34.25 You must not assign or transfer your rights and obligations under our banking agreement to anyone without our consent first.

34.26 We may assign or otherwise deal with our rights under our banking agreement (including any particular *product* or *account*) in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in our banking agreement) any right of set off or other rights you have against us. If we ask, you must execute and give us or any other person we specify any document we reasonably require for this purpose.

### No breach

34.27 Nothing in our banking agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority.

### We act on business days

34.28 We only act on certain instructions or provide a *product* on a business day.

### Opening further accounts

34.29 We may open an *account* to administer any transactions for any *product*. This may include opening a new *account* for an existing *product* and allocating a new account number.

### Severability

34.30 If and to the extent that an applicable law is inconsistent with our banking agreement in a way that would otherwise have the effect of making:

- a provision of our banking agreement illegal, void or unenforceable; or
- a provision of our banking agreement contravene a requirement of that law or impose an obligation or liability which is prohibited by that law,

then the law overrides our banking agreement to the extent of the inconsistency, and our banking agreement is to be read as if that provision were varied to the extent necessary to comply with that law and avoid that effect (or, if necessary, omitted).

If any term of our banking agreement is invalid, unenforceable or illegal in a jurisdiction, that term is read as varied or severed (as the case

### 外判

34.24 本行可按本行認為適當的條款，聘請獨立承辦商及代理人（包括客戶）履行本行於本行銀行協議下的義務或提供產品。

### 交易

34.25 未經本行事先同意，閣下不得向他人指讓或轉讓閣下在本行銀行協議下的權利和義務。

34.26 本行可按本行認為適當的任何方式指讓或以其他形式處理本行於本行銀行協議下的權利（包括任何個別產品或戶口）。在此情況下，閣下不得對任何承讓人（或在本行銀行協議擁有利益的任何其他人士），以閣下對本行享有的任何抵銷權或其他權利而提出申索。在本行要求時，閣下必須簽署及向本行或本行指定的任何其他人士提供本行就此合理規定的任何文件。

### 並無違反

34.27 在本行合理認為應該或可能構成違反本行政策或任何有關法例或任何主管當局規定的情況下，本行銀行協議的任何內容概不規定本行採取或不採取任何行動。

### 本行於營業日行事

34.28 本行僅於營業日根據若干指示行事或提供產品。

### 開立更多戶口

34.29 本行可開立戶口管理任何產品的任何交易。這包括就現有產品開立新戶口，並分配新戶口號碼。

### 條款可予分割

34.30 倘若任何有關法例與本行銀行協議不符而可導致：

- 本行銀行協議的條文違法、無效或不可強制執行；或
- 本行銀行協議的條文違反有關法例規定或產生有關法例所禁止的義務或責任，

則在不相符的情況下，有關法例凌駕於本行銀行協議，而本行銀行協議須視為有關條文作出符合有關法例而避免有關影響的必要修訂（或在必要情況下忽略）而理解。

requires) only for that jurisdiction. All other terms continue to have effect in that jurisdiction.

### Third party rights

34.31 Our banking agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- a member of the *Standard Chartered Group* may enforce any rights or benefits in our banking agreement;
- a member of the *Standard Chartered Group* may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in our banking agreement; and
- a person who is a permitted successor or assignee of the rights or benefits of our banking agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause is required for the parties to vary or rescind our banking agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

### Change in constitution

34.32 You must not change your constitution by amalgamation, consolidation, reconstruction, admission of any new partner or otherwise, without our consent. You must also ensure that each *security provider* does not do so without our consent. All *securities*, agreements, obligations given or undertaken by you or a *security provider* remain valid and binding despite any change in our, your or a *security provider's* constitution by amalgamation, consolidation, reconstruction, death, retirement admission or any new partner or otherwise.

### Anti-money laundering and counter terrorism financing

34.33 In order to comply with anti-money laundering laws, counter terrorist financing laws, regulations and policies, including our policies, reporting requirements under financial transactions legislation and requests of authorities, the *Standard Chartered Group* may be:

- prohibited from entering or concluding transactions involving certain persons or entities; or
- required to report suspicious transactions to an authority. Transactions impacted include those that may:
  - involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;

倘若本行銀行協議的任何條款在個別司法管轄區無效、不可強制執行或違法，則有關條款僅就有關司法管轄區而言視為被修訂或刪除（視乎必要情況而定）。所有其他條款在該司法管轄區保持有效。

### 第三方權利

34.31 本行銀行協議並不設立或賦予可由任何非訂約方人士強制執行的任何權利或利益，惟以下情況除外：

- *渣打集團*成員可強制執行本行銀行協議下的任何權利或利益；
- *渣打集團*成員可強制執行任何彌償保證、本行銀行協議所訂責任限制或豁免的權利或利益；及
- 本行銀行協議權利或利益的獲允繼任人或承讓人可強制執行有關權利或利益。

本行銀行協議訂約方修訂或撤銷本行銀行協議，概不需經本條所述人士同意（不論是否修訂或消除有關第三方所享的權利或利益）。

### 組成變動

34.32 閣下不可在沒有本行同意的情况下，以合併、綜合、重組、接納新合夥人或以其他方式改變閣下的組成。閣下亦須確定*抵押提供者*不會在沒有本行同意的情况下改變組成。無論本行、閣下或*抵押提供者*的組成因合併、綜合、重組、身故、退休或其他原因而出現任何變動，閣下或*抵押提供者*所提供或承擔的所有*抵押*、協定和義務一律保持效力及約束力。

### 反洗黑錢及反恐怖主義融資

34.33 為符合反洗黑錢法例、反恐怖主義融資法例、規例及政策（包括本行的政策）、金融交易法例的呈報規定及主管當局的要求，*渣打集團*可能：

- 被禁止訂立或進行涉及若干人士或實體的交易；或
- 被要求向主管當局舉報可疑交易。受影響交易包括可能：
  - 涉及向牽涉或懷疑牽涉恐怖主義或任何恐

- be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
- involve persons or entities which may be the subject of sanctions.

怖活動的人士提供融資；

- 涉及實際或意圖逃稅的調查、對任何人士觸犯任何有關法例的調查或起訴；或
- 涉及被禁人士或實體。

34.34 A member of the *Standard Chartered Group* may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf and may delay, block or refuse to make any payment. Payment screening may cause a delay in processing certain information.

34.34 *渣打集團*成員可以攔截及調查閣下或代表閣下收發的任何付款訊息及其他資料或通訊、凍結或拒絕任何付款。付款審查或會導致處理若干訊息出現延遲。

34.35 No member of the *Standard Chartered Group* is liable for any loss arising out of any action taken or any delay or failure by us, or a member of the *Standard Chartered Group*, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

34.35 對於因本行或*渣打集團*成員履行全部或部分就上述任何程序而產生的職責或其他義務時採取的任何行動或任何延誤或缺失所引致的任何損失，*渣打集團*各成員概不負責。

## Reports

34.36 Any report we obtain from any valuer or consultant is for our use only. Even if we give you a copy of the report, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

## 報告

34.36 任何本行從任何估價師或顧問取得的報告只作本行之用。就算本行向閣下提供報告，閣下亦不能以該報告作依據。如報告有誤，閣下亦不能向本行、估價師或顧問提出申索。

## Our decision is conclusive

34.37 If there is any dispute in connection with our banking agreement, our decision is conclusive and binding unless there is a manifest error.

## 本行的決定具決定性

34.37 如有任何關於本行銀行協議的爭議，則除存在明顯錯誤外，本行的決定具決定性及約束力。

## Counterparts

34.38 Our banking agreement may consist of a number of copies, each signed by one or more parties. The signed copies form one document.

## 一式多份

34.38 本行銀行協議可簽署多份，各由一名或多名訂約方簽署，而各簽署本合共構成一份文件。

## Governing law

34.39 Our banking agreement is governed by the laws of Hong Kong.

## 管轄法律

34.39 本行銀行協議受香港法律管轄。

## Jurisdiction

34.40 The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the extent allowed by law, we may take proceedings in any number of jurisdictions at the same time. You may only initiate an action in the courts of Hong Kong.

## 司法管轄權

34.40 各訂約方接受香港法院的非專屬司法管轄。本行可於閣下擁有資產的任何其他司法管轄區法院採取強制執行行動及展開訴訟。在法律允許的情況下，本行可同時於任何數目的司法管轄區展開訴訟。閣下僅可於香港法院提出訴訟。

## Serving documents

34.41 Without preventing any other method of service, any document in a court action may be served on a party by being posted, delivered to or left at that party's address last notified.

## 送呈文件

34.41 在不影響任何其他送呈方法的前提下，任何法院訴訟文件必須郵寄、送交或送至接收方最後知會的地址，方為送達。

**Part K - What to do if you have a complaint****35 What to do if you have a complaint**

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We aim to provide excellent customer service. If you think we have failed, you should let us know so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you with a better service in the future. For assistance please contact us.

**K 部 - 如有投訴應如何提出****35 如有投訴應如何提出**

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本行致力提供卓越的客戶服務。閣下如認為本行服務有不足之處，謹請相告，以便本行尋求改善之法。此外，閣下向本行指出不足之處，亦有助本行日後向閣下提供更佳的服務。如需協助，請與本行聯絡。

## Part L - Meaning of words

### 36 Meaning of words

You also need to refer to the *product terms* which also define key words specifically applicable to the *product*. If a word defined in these Customer Terms is also defined in any *product terms*, the definition in the *product terms* applies for the purposes of the applicable *product*.

**account** means, for a *product*, the account opened and maintained by us for you in respect of it.

**application** means, for a *product*, a Standard Chartered Bank application form signed by you together with all related forms and consents signed by you in connection with your application for the *product*.

**approval** means, for a *product*, our confirmation to you that use of the *product* is approved by us.

**ATM** means an automatic teller machine.

**ATM card** means the card or other device through which you may access an *account* by an *ATM*, together with the relevant *PIN/password*.

**authorised person** means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any *product*. It includes a *cardholder* or any other person given a *security code* to allow them to give instructions.

**balance owing** means, for a particular *account*, at any time, the difference between all amounts credited and all amounts debited to you in connection with that *account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**card** means an *ATM card*, a *debit card*, a *credit card*, or a *revolving card* or all of them, as the context requires.

**card association** means Visa International, MasterCard International or any other card association.

**cardholder** means, for an *account*, each person to whom we issue a *card* on the *account*.

**credit card** means a credit card with the branding of a *card association* issued by us to you, or an *authorised person*, in accordance with *credit card product terms* and includes a *smart card*.

**circumstances beyond our control** means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

**consolidated statement** means a single statement setting out details (including the *balance owing*) of all

## L 部 - 詞語涵義

### 36 詞語涵義

謹請閣下同時參閱載有特別適用於相關產品的關鍵詞定義的*產品條款*。本條款如有界定在任何*產品條款*中已定義的詞語，則*產品條款*所載定義適用於有關產品。

**戶口**（就某項產品而言）指本行為閣下開立及維持的戶口。

**申請**（就某項產品而言）指經閣下簽署的渣打銀行申請表及所有相關表格，以及閣下就申請該產品而簽署的同意書。

**批核**（就某項產品而言）指本行向閣下確認本行批准閣下使用該產品。

**自動櫃員機** 指自動櫃員機。

**提款卡** 指閣下通過自動櫃員機操作戶口時與有關私人密碼/密碼一併使用的卡產品或其他裝置。

**授權人士** 指閣下授權（單獨或共同）而本行批准可操作戶口及代表閣下發出指示、根據本行銀行協議採取任何其他行動或使用任何產品的任何人士，包括持卡人或獲發保安密碼以使其發出指示的任何其他人士。

**欠款結餘**（就個別戶口而言）指在任何時間對閣下於有關戶口的入賬總額與扣賬總額之差額。此數額在一天結束時計算，包括當天的所有出入賬數據。

**卡產品** 指提款卡、借記卡、信用卡或循環貸款卡，或其統稱，視乎文義而定。

**信用卡協會** 指Visa International、MasterCard International或任何其他信用卡協會。

**持卡人**（就某個戶口而言）指本行就該戶口向其發出卡產品的各名人士。

**信用卡** 指本行根據信用卡產品條款向閣下或授權人士發出的附有信用卡協會標誌的信用卡，包括智能信用卡。

**本行控制範圍以外情況** 指本行合理控制範圍以外的情況，包括自然現象、主管當局採取的措施或施行的政策、市場或交易環境轉壞、第三方的缺失、通訊或電腦設施故障以及民眾騷亂。

**綜合月結單** 指載列所有戶口詳情（包括欠款結餘）的



accounts.

**costs** includes costs, charges and expenses, including those in connection with legal advisers.

**credit card** means a credit card with the branding of a *card association* issued by us on an *account* in accordance with *credit card product terms*.

**debit card** means the card or other device issued by us to you, with which you may make payments by direct debit from an *account*. A *debit card* may also be an *ATM card*.

**default** means any of the events described or referred to in clause 26.3(Termination by us);

**default rate** means, for a *product*, the rate of interest we charge from time to time on overdue amounts for the *product* (which is higher than the usual interest rate).

**electronic alerts** means an *electronic banking service* provided by *SMS* or email by which we send you *SMS* or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

**electronic banking services** means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment*.

**electronic equipment** means any electronic equipment including an electronic terminal (for example, a merchant terminal or *ATM*), computer, television, fax machine, telephone and mobile telephone.

**eStatement** means statements sent to or accessed by you by electronic means.

**fund transfer services** means the services provided by us which enable you to transfer funds from the *source account* to another account under the *electronic banking services*.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**insolvency or insolvent** means for a person, the occurrence of any corporate action, legal proceedings or other step in relation to:

- suspension of payments, moratorium of indebtedness, bankruptcy, winding up or composition or arrangement with creditors;
- the appointment of a receiver, administrator in respect of that person or any of your assets;
- expropriation, compulsory acquisition or resumption of any of their assets;
- attachment, sequestration, distress or execution affecting any of their property or the enforcement of any *security interest* over their assets; or
- any thing have a substantially similar effect to any of

單獨月結單。

**開支** 指包括開支、收費及支出，包括有關於法律諮詢的。

**信用卡** 指本行就戶口，根據信用卡產品條款而發出的，有信用卡協會標記的信用卡。

**借記卡** 指本行發給閣下的卡產品或其他裝置，可供閣下用於付款，直接從賬戶扣賬。借記卡也可以是提款卡。

**違約** 指第26.3條（本行提出終止）所述或所載的任何事件。

**拖欠利率**（就某項產品而言）指本行不時就該產品有關的拖欠款項徵收的利率（高於一般利率）。

**電子提示** 指本行提供並為閣下選用的，以短訊或電郵方式提供的電子理財服務；本行會透過向閣下發出的短訊或電郵訊息就某項交易提示閣下或向閣下提供財務資料。

**電子理財服務** 指本行提供的服務，讓閣下或授權人士通過電子設備從本行取得資料或向本行發出指示。

**電子設備** 指任何電子設備，包括電子終端機（例如商戶終端機或自動櫃員機）、電腦、電視機、傳真機、電話及手提電話。

**電子月結單** 指以電子形式寄予閣下或由閣下取閱的月結單。

**轉賬服務** 指本行提供的服務，讓閣下以電子理財服務將資金從來源戶口轉至另一戶口。

**香港** 指中華人民共和國香港特別行政區。

**無力償債**（就某人士而言）指有關下列情況的任何企業行動、法律程序或其他行動的發生：

- 暫停付款、延期償付債務、破產、清盤或與債權人達成和解或安排；
- 就該有關人士或閣下的任何資產委任接管人、破產管理人；
- 沒收、強制收購或收回有關人士的任何資產；
- 影響有關人士的任何資產的扣押令、暫押令、扣押或執行，或對其資產執行強制執行抵押權益；或
- 任何司法管轄區發生的與上述影響大致相若的任何



these things happening in any jurisdiction.

**letter of offer** means, for a *product*, any letter of offer from us offering to provide you with the *product*.

**linked account** means an *account* which is linked to a *card*.

**loss** includes any loss, damage, demand, claims, liabilities and costs of any kind.

**merchant** means a merchant at whose outlets we have authorised the use of *cards*.

**nominated account** means an *account* opened and maintained by us which you and we have agreed is to be the *account* used for the purposes of transactions in connection with a *product*.

**online banking** means the *electronic banking services* provided by the internet.

**online telegraphic transfer** means an instruction given by you or an *authorised person* by the *electronic banking services* for an international funds transfer.

**PIN/password** means the personal identification number or question or other code or information given to, or selected by, you or an *authorised person* that is used to confirm your or their identity when they access an *account*.

**point of sale banking** means use of a *card* by you or an *authorised person* at a merchant's terminal (for example, ePOS, EPS, NETS).

**prepaid card** means a stored value reloadable card with a card logo issued to you by us.

**product** means each facility, product or other service we may from time to time make available to you under our banking agreement.

**product brochure** means, for a *product*, a brochure or an important information document describing the features of the *product*. The brochure or document may not necessarily be called a 'product brochure'.

**product terms** means, for a *product*, the specific terms and conditions that apply to it, in addition to these Customer Terms. These are available to you at our branches and our website and may include a *product brochure*.

**revolving card** means a *card* we issue in connection with a *revolving loan*.

**revolving loan** means the outstanding principal amount of a loan made under Part B of the *product terms* for Personal Loan and Personal Line of Credit/Overdraft.

**security** means any *security interest* granted to us in connection with our banking agreement. It includes any *security interest* given under Part I (Security).

**security code** means a *PIN/password* or a physical device (for example, an *ATM card*, a *debit card*, *credit card*, token or electronic key) that you or an *authorised person* must use to confirm your or their identity when

事宜。

**要約書**（就某項產品而言）指任何本行發出的要約書，向閣下作出產品提供的建議。

**關連戶口** 指與卡產品關連的戶口。

**損失** 包括任何類型損失、損害、要求、申索、責任及開支。

**商戶** 指本行授權其店舖使用卡產品的商戶。

**指定戶口** 指閣下與本行同意為某產品有關交易而採用的一個本行開立及維持的戶口。

**網上理財** 指通過互聯網提供的電子理財服務。

**網上電匯** 指閣下或授權人士以電子理財服務作出的國際電匯指示。

**私人密碼／密碼** 指閣下或授權人士獲發或選擇的個人鑑別密碼或問題或其他密碼或訊息，用於在閣下或授權人士操作戶口時確認身分。

**銷售點理財** 指閣下或授權人士於商戶終端機（例如 ePOS、EPS、NETS）使用卡產品。

**預付卡** 指本行向閣下發出的附有卡產品標誌的可增值儲值卡。

**產品** 指本行不時根據本行銀行協議向閣下提供的各項設施、產品或其他服務。

**產品手冊**（就某項產品而言）指說明該產品特點的手冊或重要資料文件。該手冊或文件未必稱為「產品手冊」。

**產品條款**（就某項產品而言）指除本客戶條款外適用於該產品的特定條款及細則，可於本行分行及本行網址索取，亦可載於產品手冊。

**循環貸款卡** 指本行就循環貸款發出的卡產品。

**循環貸款** 指根據私人貸款、私人透支服務／透支服務的**產品條款**B部所作貸款的未償還本金結餘。

**抵押** 指就本行銀行協議給予本行的任何**抵押權益**，包括根據I部（抵押）提供的任何**抵押權益**。

**保安密碼** 指閣下或授權人士操作戶口時確定身分所必須的**私人密碼／密碼**或實體裝置（例如**提款卡**、**借記卡**、**信用卡**、**編碼器**或**電子鑰**）。

you or they access an *account*.

**security interest** means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

**security provider** means each person who provides *security*.

**smart card** means a card containing a computer device (commonly known as a computer microchip) which is designed to be capable of storing and processing information.

**SMS** means a Short Message Service using a mobile telephone.

**SMS banking** means the *electronic banking services* provided to you by SMS, by which you have access to *accounts*.

**source account** means the *account* designated by you, from which funds are to be used for a fund transfer under the *fund transfer services* or a payment under the *bill payment services*. The *source accounts* designated for separate transactions may be different *accounts*.

**Standard Chartered Group** means each of Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

**tariff sheet** means, for a *product*, a document (which may not necessarily be called a "tariff sheet") setting out some of the fees and costs that may apply to a *product*.

**tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

**we** means each member of the *Standard Chartered Group* identified in the *application* or the approval as the person providing the *product* (or any component of the *product*) to you, and its successors and assigns.

**you** means the person named as the "applicant" in the *application*. If there is more than one, you means each person separately as well as every 2 or more of them jointly.

The singular includes the plural and vice versa.

Headings in these Customer Terms are for convenience only and do not affect their interpretation.

A reference to:

- "our banking agreement" means, for a *product* the agreement between you and us made up of the applicable documents set out in clause 1.3;
- a "business day" is a reference to a day when banks are open for general banking business in Hong Kong but does not include Saturdays, Sundays and public holidays, unless otherwise specified in the *product terms*;

**抵押權益** 指有關繳付款項或履行義務的任何抵押，包括按揭、質押、押記、留置或保證及彌償保證。

**抵押提供者** 指提供抵押的人士。

**智能信用卡** 指載有專為儲存及處理訊息而設的電腦裝置（通稱為電腦微晶片）的信用卡。

**短訊** 指手提電話使用的短訊服務。

**短訊理財** 指以短訊形式向閣下提供的電子理財服務，可讓閣下操作戶口。

**來源戶口** 指閣下所指定使用其中資金根據轉賬服務進行轉賬或根據繳付賬單服務進行付款的戶口。各項交易的指定來源戶口可以是不同的戶口。

**渣打集團** 泛指Standard Chartered PLC及其附屬公司及聯屬公司（包括各分行或代表辦事處）。

**收費表**（就某項產品而言）指載列可能適用於某項產品的部分費用及開支的文件（未必稱為「收費表」）。

**稅項** 指任何稅項、徵費、稅款、關稅或類似性質的其他收費或預扣稅（包括因並無支付或延誤支付任何部分而應付的任何罰金或利息）。

**本行** 指申請或批核中所示向閣下提供產品（或其任何部分）的渣打集團各成員及其繼任人及承讓人。

**閣下** 指申請中稱為「申請人」的人士，如超過一名人士，則分別及共同指各申請人。

單數用語包含複數涵義，反之亦然。

本客戶條款的標題僅供參考，概不影響其詮釋。

凡提及：

- 「本行銀行協議」均指(就某項產品而言)閣下與本行之間適用的協議，由第1.3條所載的文件組成；
- 「營業日」，除產品條款另有列明者外，均指香港的銀行開門進行一般銀行業務的日子，不包括星期六、星期日及公眾假期；
- 「人士」均包括個人、合夥、法團、非法團組織、政府、國家、國家機關及信託；
- 任何人士(包括閣下)均包括其遺囑執行人、遺產管理人、繼任人、替任人（包括約務更替人）及承讓人，而本行銀行協議對前述人士均具約束力；

- “person” includes an individual, a partnership, a body corporate, an unincorporated association, a government, a state, an agency of a state and a trust;
  - a person (including you) includes that person’s executors, administrators, successors, substitutes (including by novation) and assigns and our banking agreement binds those persons;
  - “including”, “such as” or “for example” when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
  - a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority;
  - a document includes any variation or replacement of it and any reference to any details set out in a document (for example, limits, fees, interest rates or repayment arrangements) is a reference to those details as varied in accordance with our banking agreement or as otherwise agreed; and
  - any thing includes any part of it.
- 「包括」、「例如」或「舉例而言」等字眼，如有舉例，有關字眼的涵義概不限制於有關例子或同類例子；
  - 任何法例，均包括任何主管當局任何規例、規則、官方指令、要求或指引（不論有否法律效力）；
  - 任何文件，均包括其任何修訂或替代版本；而對於文件內任何詳情的任何提及（例如，限制、費用、利率或還款安排）均為經修訂（根據本行銀行協議而作）或另行協議的詳情；及
  - 任何事物，均包括其中任何部分。

## Appendix 1 - Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance ("Ordinance") and the Code of Practice on Consumer Credit Data

- (a) From time to time, it is necessary for *data subjects* to supply the Bank with data in connection with matters such as:-
- (I) (i) the opening or operation of *accounts*,
  - (ii) the establishment or maintenance of facilities; and/or
  - (iii) the establishment or operation or provision of products or services offered by or through the Bank (which include banking, *cards*, financial, insurance, fiduciary, securities and/or investments products and services as well as products and services relating to these); (collectively, *Facilities, Products and Services*), and/or
  - (II) the receipt of supplies and services to the Bank.
- (b) Failure to supply such data may result in the Bank being unable to establish, maintain or provide *Facilities, Products and Services* to *data subjects*.
- (c) It is also the case that data are collected by the Bank from *data subjects* transacting with or through the Bank in the ordinary course of the Bank's business, for example, when *data subjects* write cheques or deposit money or effect transactions through *cards*.
- (d) Data relating to a *data subject* may be used for any one or more of the following purposes:-
- (i) processing applications from the *data subject* (including assessing the merits and/or suitability of the *data subject's* application(s)) for the establishment of *Facilities, Products and Services*;
  - (ii) operating, maintaining and providing *Facilities, Products and Services* to the *data subject*;
  - (iii) conducting credit checks on the *data subject* (whether in respect of an application for *Facilities, Products and Services* or during regular or special review which normally will take place once or more each year);
  - (iv) creating and maintaining the Bank's credit scoring models;
  - (v) maintaining credit history of the *data subject* for present and future reference;
  - (vi) assisting other financial institutions to conduct credit checks and collect debts;
  - (vii) ensuring ongoing credit worthiness of the *data subject*;
  - (viii) designing banking, *cards*, financial, insurance, securities and investment services or related products for *data subject's* use;
  - (ix) marketing services, products and other subjects (please see further details in

## 附錄 1 - 關於《個人資料（私隱）條例》（「條例」）及《個人信貸資料實務守則》致客戶及其他個別人士的通知

- (a) 資料當事人或須不時就下列事宜向本行提供有關資料：
- (I) (i) 開立或運作戶口，
  - (ii) 建立或維持信貸融通；及／或
  - (iii) 建立或運作或提供由本行或透過本行供應的產品或服務（包括銀行、銀行卡、金融、保險、受信、證券及／或投資產品及服務以及與該等產品及服務相關的產品及服務）；（統稱信貸融通、產品及服務），及／或
  - (II) 本行接受的物資及服務。
- (b) 若未能向本行提供該等資料，可能會導致本行無法建立、維持或向資料當事人提供信貸融通、產品及服務。
- (c) 資料當事人於本行日常業務過程中與或透過本行進行交易時，本行亦會收集資料當事人的資料，例如當資料當事人簽發支票或存款或透過銀行卡進行交易時。
- (d) 資料當事人的資料可能用於以下任何一項或多項用途：
- (i) 處理資料當事人建立信貸融通、產品及服務的申請（包括評估資料當事人申請的成功機會及／或合適性）；
  - (ii) 運作、維持及向資料當事人提供信貸融通、產品及服務；
  - (iii) 對資料當事人進行信貸調查（無論是就信貸融通、產品及服務申請，抑或是每年（通常一次或多於一次）的定期或特別檢討期間）；
  - (iv) 建立及維持本行的信貸評分模式；
  - (v) 保存資料當事人的信貸記錄，以供目前及今後參考；
  - (vi) 協助其他金融機構進行信貸調查及追討債務；
  - (vii) 確保資料當事人維持可靠信用；
  - (viii) 設計資料當事人使用的銀行、銀行卡、金融、保險、證券及投資服務或有關產品；

- paragraph (g) below);
- (x) determining the amount of indebtedness owed to or by *data subjects*;
- (xi) enforcement of *data subjects*' obligations, including without limitation the collection of amounts outstanding from *data subjects* and those providing security for *data subjects*' obligations;
- (xii) meeting or complying with any obligations, requirements or arrangements for *disclosing* and using data that apply to the Bank or any other member of the *Standard Chartered Group* or that it is expected to comply according to:-
- (1) any law or regulation binding on or applying to it within or outside *Hong Kong* existing currently and in the future;
  - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside *Hong Kong* existing currently and in the future;
  - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any member of the *Standard Chartered Group* by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xiii) meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the *Standard Chartered Group* and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (xiv) enabling an actual or potential assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant of the Bank's rights in respect of the *data subject*, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and/or
- (xv) any other purposes relating to the purposes listed above.
- (e) Data the Bank holds relating to a *data subject* is kept confidential but the Bank may provide,
- (ix) 推廣服務、產品及其他促銷標的（更多詳情請參閱(g)段）；
- (x) 確定欠付資料當事人或其所欠的負債款額；
- (xi) 執行資料當事人所負義務，包括但不限於向資料當事人及就其義務提供抵押的人士追收欠款；
- (xii) 履行或遵守適用於本行或渣打集團任何其他成員的任何資料披露及使用義務、規定或安排，或根據以下內容應當遵守的義務、規定或安排：
- (1) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律或規例；
  - (2) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
  - (3) 本行或渣打集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
- (xiii) 履行或遵守在渣打集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
- (xiv) 供本行全部或任何部份業務及/或資產的實際或潛在承讓人，或本行對資料當事人的權利的參與人或附屬參與人衡量有關轉讓、參與或附屬參與所涉交易；及/或
- (xv) 與上述用途有關的任何其他用途。
- (e) 本行會對其持有的資料當事人資料予以保密，但可就(d)段列出的用途把該等資料提供、移轉或披露給（香港境內或境外\*的）下述任何一方或多方：

transfer or disclose such data or information to any one or more of the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d):-

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*;
  - (ii) any other person under a duty of confidentiality to the Bank including any other member of the *Standard Chartered Group* which has undertaken to keep such information confidential;
  - (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (iv) credit reference agencies and, in the event of default, to debt collection agencies;
  - (v) any person or entity to whom the Bank or any other member of the *Standard Chartered Group* is under an obligation or otherwise required to make *disclosure* under the requirements of any law or regulation binding on or applying to the Bank or any other member of the *Standard Chartered Group*, or any *disclosure* under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents issued or given by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any other member of the *Standard Chartered Group* is expected to comply, or any *disclosure* pursuant to any contractual or other commitment of the Bank or any other member of the *Standard Chartered Group* with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside *Hong Kong* and may be existing currently and in the future;
  - (vi) any financial institution and merchant acquiring company with which a *data subject* has or proposes to have dealings;
  - (vii) any actual or proposed assignee of all or any part of the business and/or asset of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the *data subjects*;
  - (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the *data subject's* obligations; and/or
  - (ix) (1) any member of the *Standard Chartered Group*;
- (i) 就信貸融通、產品及服務的建立、運作、維持或提供而向本行提供行政、電訊、電腦、支付或證券結算或其他服務的任何代理人、承辦商或第三方服務供應商；
  - (ii) 對本行有保密責任的任何其他人士，包括已承諾對資料予以保密的渣打集團任何其他成員；
  - (iii) 向出票人提供已付款支票副本（其中可能載有收款人的資料）的付款銀行；
  - (iv) 信貸資料服務機構及（如有違約事件）收數公司；
  - (v) 根據對本行或渣打集團任何其他成員有約束力或適用於本行或渣打集團任何其他成員之任何法例或規例的規定，或根據並為施行由規管本行或渣打集團任何其他成員之任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或渣打集團遵守的任何指引或指導，或根據本行或渣打集團任何其他成員向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
  - (vi) 和資料當事人已有或擬有業務往來的任何金融機構及商業收購公司；
  - (vii) 本行全部或任何部份業務及／或資產的任何實際或潛在承讓人，或本行對資料當事人的權利的參與人、附屬參與人或受讓人；
  - (viii) 提供或擬定提供擔保或第三方抵押，從而擔保或抵押資料當事人之義務的任何方；及／或
  - (ix) (1) 渣打集團任何成員；
  - (2) 第三方金融機構、保險公司、信用卡公司、證券及投資服務供應商；
  - (3) 第三方獎賞、獎勵、合作品牌及優惠計劃供應商；
  - (4) 本行及／或渣打集團任何成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明，視情況而定）；
- (2) third party financial institutions, insurers,



credit card companies, securities and investment services providers;

- (3) third party reward, loyalty, co-branding and privileges programme providers;
- (4) co-branding partners of the Bank and/or any member of the *Standard Chartered Group* (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (5) charitable or non-profit making organisations; and
- (6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d)(ix) above.

\* Please refer to the Bank's website ([www.standardchartered.com.hk](http://www.standardchartered.com.hk)) for the list of countries where such parties may be located.

- (f) (i) With respect to data in connection with mortgages applied by a *data subject* (in any capacity) on or after 1 April 2011, the following data relating to the *data subject* (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to a credit reference agency:-
  - (1) full name;
  - (2) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the *data subject's* sole name or in joint names with others);
  - (3) Hong Kong Identity Card Number or travel document number;
  - (4) date of birth;
  - (5) correspondence address;
  - (6) mortgage account number in respect of each mortgage;
  - (7) type of the facility in respect of each mortgage;
  - (8) mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (9) if any, mortgage account closed date in respect of each mortgage.
- (ii) The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the *data subject* with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the *data subject's* sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit

(5) 慈善或非牟利機構；及

(6) 就以上(d)(ix)段列明的用途而被本行任用之外部服務供應商（包括但不限於呼叫中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。

\* 請參閱本行網站 ([www.standardchartered.com.hk](http://www.standardchartered.com.hk))，了解上述各方所在的國家列表。

- (f) (i) 就資料當事人（以任何身份）於2011年4月1日當日或以後申請的按揭有關的資料，本行可能會把下列與資料當事人有關的資料（包括不時更新任何下列資料的資料）以本行及／或代理人的名義提供、轉移或披露予信貸資料服務機構：
  - (1) 全名；
  - (2) 就每宗按揭的身份（即作為借款人、按揭人或擔保人，及以資料當事人本人單名或與其他人士聯名方式）；
  - (3) 香港身份證號碼或旅遊證件號碼；
  - (4) 出生日期；
  - (5) 通訊地址；
  - (6) 就每宗按揭的按揭戶口號碼；
  - (7) 就每宗按揭的信貸融通種類；
  - (8) 就每宗按揭的按揭戶口狀況（如有效、已結束、已撇賬（因破產令導致除外）、因破產令導致已撇賬）；及
  - (9) 就每宗按揭的按揭戶口結束日期（如適用）。
- (ii) 信貸資料服務機構將使用上述由本行提供、轉移或披露的資料統計資料當事人（分別以借款人、按揭人或擔保人身份，及以資料當事人本人單名或與其他人士聯名方式）不時於香港信貸提供者間持有的按揭宗數，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的《個人信貸資料實務守則》的規定所限）。
- (iii) 本行可於以下期間不時查閱信貸資料服務機構持有的按揭宗數：
  - (1) 考慮資料當事人（以任何身份）提交的

providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

- (iii) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of:-
- (1) considering mortgage loan application(s) made by the *data subject (in any capacity)*;
  - (2) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)* which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by the Bank;
  - (3) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)*, where there is in place any debt restructuring, rescheduling or other modification of the terms of such credit facility between the Bank and the *data subject* consequent upon a default in the repayment of such credit facility for implementing such arrangement, and/or
  - (4) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject (in any capacity)*, with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the *data subject*.
- (iv) The Bank may from time to time access the *mortgage count* held by the credit reference agency in the course of (after 31 March 2013):-
- (1) reviewing and renewing mortgage loans granted or to be granted to the *data subject (in any capacity)*; and/or
  - (2) considering the application for credit facility (other than mortgage loan) by the *data subject (in any capacity other than mortgagor)* and/or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the *data subject (in any capacity other than mortgagor)*, in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time.

#### (g) USE OF DATA IN DIRECT MARKETING

The Bank intends to use a *data subject's* data in direct marketing and the Bank requires the *data subject's* consent (which includes an indication of no objection) for that purpose. In this connection, please note that:-

- (i) the name, contact details, products and services portfolio information, transaction

按揭貸款申請；

- (2) 檢討出現拖欠還款超過60日的欠賬的任何已向資料當事人（以任何身份）提供或擬提供的信貸融通（包括按揭貸款），以便本行就該信貸融通制訂任何債務重組、重新安排或其他還款條件修訂；
  - (3) 當本行與資料當事人因資料當事人就信貸融通拖欠還款而已制訂任何債務重組、重新安排或其他還款條件修訂時，檢討任何已向資料當事人（以任何身份）提供或擬提供的信貸融通（包括按揭貸款），以便推行上述債務重組安排；及／或
  - (4) 檢討任何已向資料當事人（以任何身份）提供或擬提供的信貸融通（包括按揭貸款），以便制訂由資料當事人提出的任何債務重組、重新安排或其他還款條件修訂。
- (iv) 本行可於以下期間（於2013年3月31日之後）不時查閱信貸資料服務機構持有的按揭宗數：
- (1) 檢討及續批向資料當事人（以任何身份）提供或擬提供的按揭貸款；及／或
  - (2) 考慮資料當事人（除了按揭人，以任何身份）提出的信貸融通（不包括按揭貸款）申請，及／或檢討或續批已向資料當事人（除了按揭人，以任何身份）提供或擬提供的任何融通（不包括按揭貸款），前提是在上述任一情形下，該等信貸融通的額度不少於由一個個人資料私隱專員不時指定或決定的水平或機制釐定的水平。
- (g) 在直接促銷中使用資料

本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：

- (i) 本行可能把本行不時持有的資料當事人姓名、詳細聯絡方式、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
- (ii) 可用作促銷下列類別的服務、產品及促銷標



- pattern and behaviour, financial background and demographic data of a *data subject* held by the Bank from time to time may be used by the Bank in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:-
- (1) financial, insurance, fiduciary, investment services, credit card, securities, investment, banking and related services and products;
  - (2) reward, loyalty or privileges programmes and related services and products;
  - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:-
- (1) any member of the *Standard Chartered Group*;
  - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (3) third party reward, loyalty, co-branding or privileges programme providers;
  - (4) co-branding partners of the Bank and/or any member of the *Standard Chartered Group* (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the *data subject's* written consent (which includes an indication of no objection) for that purpose;
- (v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the *data subject's* consent or no objection as described in paragraph (g)(iv) above, the Bank will inform the *data subject* if it will receive any money or other property in return for providing the data to the other persons.
- 的：
- (1) 金融、保險、受信、投資服務、信用卡、證券、投資、銀行及相關服務及產品；
  - (2) 獎賞、獎勵或優惠計劃及相關服務及產品；
  - (3) 本行品牌合作夥伴提供之服務及產品（該等品牌合作夥伴名稱會於有關服務及產品的申請表格上列明，視情況而定）；及
  - (4) 為慈善及／或非牟利用途的捐款及捐贈；
- (iii) 上述服務、產品及促銷標的可能由本行及／或下列各方提供或（就捐款及捐贈而言）徵求：
- (1) 渣打集團任何成員；
  - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
  - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
  - (4) 本行及／或渣打集團任何成員之品牌合作夥伴（該等品牌合作夥伴名稱會於有關服務及產品的申請表格上列明，視情況而定）；及
  - (5) 慈善或非牟利機構；
- (iv) 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上(g)(i)段所述的資料提供予以上(g)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行為此用途須獲得資料當事人書面同意（包括表示不反對）；
- (v) 本行可能因如以上(g)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於以上(g)(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

**如資料當事人不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本行行使其選擇權拒絕促銷。**

**If a *data subject* does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above,**

**the data subject may exercise his/her opt-out right by notifying the Bank.**

- (h) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any *data subject* has the right:-
- (i) to check whether the Bank holds data about him and/or access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and procedures in relation to data and to be informed of the kind of personal data held by the Bank and/or he/she has access to;
  - (iv) to be informed on request which items of data are routinely *disclosed* to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access or correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to any *account* data (including, for the avoidance of doubt, any *account* repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the *account* by full repayment, to make a request to the credit reference agency to delete such *account* data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the *account*, lasting in excess of 60 days within five years immediately before *account* termination. *Account* repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of *account* data by the Bank to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (i) In the event of any default of payment relating to an *account*, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the *account* repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
  - (j) In the event any amount in an *account* is written-off due to a bankruptcy order being made against a *data subject*, the *account* repayment data (as defined in paragraph (h)(v) above) may be retained by the credit reference agency, regardless of whether the *account* repayment data reveal any default of payment lasting in excess of 60 days,
- (h) 根據條例之條款及據條例核准和發出的《個人信貸資料實務守則》，任何資料當事人有權：
- (i) 查悉本行是否持有其資料及／或能夠查閱該等資料；
  - (ii) 要求本行改正任何與其有關的不正確資料；
  - (iii) 查悉本行對於資料的政策及程序並獲悉本行所持及／或他／她能夠查閱之個人資料的種類；
  - (iv) 要求獲告知一般向信貸資料服務機構或收數公司披露哪些資料，以及要求獲提供進一步資料，以便向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求；及
  - (v) 對於本行向信貸資料服務機構提供的任何戶口資料（為免產生疑問，包括任何戶口還款資料），於悉數清償欠款而終止戶口時，指示本行向信貸資料服務機構要求從資料庫刪除有關戶口資料，惟是項指示須於終止戶口後五年內提出，而該戶口在緊接終止之前五年內，並無拖欠還款超過60天的記錄。戶口還款資料包括上次到期的還款額、上次報告期間所作還款額（即緊接本行上次向信貸資料服務機構提供戶口資料前不超過31天的期間）、剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數、清還過期欠款的日期和悉數清還拖欠超過60天的欠款的日期（如有））。
- (i) 如出現關於戶口的拖欠還款情況，除非拖欠金額在自出現拖欠之日起計60天屆滿前被悉數清還或撇賬（因破產令悉數清還或撇賬者除外），否則信貸資料服務機構可保留該戶口還款資料（定義見上文第(h)(v)段），直至自欠款悉數清還之日起計滿五年為止。
  - (j) 如客戶因被頒布破產令而導致其戶口中的任何金額被撇賬，則不論其戶口還款資料（定義見上文第(h)(v)段）是否顯示有拖欠還款超過60天的記錄，信貸資料服務機構均可保留該戶口還款資料，直至自欠款悉數清還之日起計滿五年為止，或自客戶提出證據通知信貸資料服務機構其已獲解除破產令之日起計滿五年為止（以較早者為準）。
- (k) 在不限制前述條文的一般性的原則下，本行可為檢討下列任何事宜的目的，而不時查閱信貸資料

until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the *data subject* with evidence to the credit reference agency, whichever is earlier.

- (k) Without limiting the generality of the foregoing, the Bank may from time to time access the personal and *account* information or records of a *data subject* held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a *data subject* or a third party whose obligations are guaranteed by a *data subject*:-
- (i) an increase in the credit amount;
  - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
  - (iii) the putting in place or the implementation of a scheme of arrangement with the *data subject* or the third party.
- (l) The Bank may have obtained a credit report on a *data subject* from a credit reference agency in considering any application for credit. In the event a *data subject* wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (m) Data of a *data subject* may be processed, kept and transferred or *disclosed* in and to any country as the Bank or any person who has obtained such data from the Bank referred to in (e) above considers appropriate. Such data may also be processed, kept, transferred or *disclosed* in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
- (n) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (o) The person to whom requests for access to or correction of data held by the Bank, or for information regarding the Bank's data policies and practices and kinds of data held by the Bank are to be addressed is as follows:

Data Protection Officer

STANDARD CHARTERED BANK (HONG KONG) LIMITED

GPO Box 21, Hong Kong

Should you have any queries, please do not hesitate to contact either your relationship manager or our designated hotline 2282 2313.

- (p) Nothing in this notice shall limit the rights of *data subjects* under the Ordinance.

In this notice, unless inconsistent with the context or otherwise specified, the words in *italic* shall have the following meanings:-

*account* means, for each facility, service or product

服務機構所持的資料當事人個人及戶口資料或記錄，而該等事宜涉及向資料當事人提供或該資料當事人擔保其義務之第三方的現有信貸融通：

- (i) 增加信用額；
- (ii) 縮減信貸（包括取消信貸或減低信用額）；及
- (iii) 與資料當事人或該第三方展開或實行債務安排計劃。

- (l) 本行可能已經獲得信貸資料服務機構在考慮到任何信貸應用的情況下而作出的資料當事人信貸報告。如資料當事人希望查閱該信貸報告，本行將會告知相關信貸資料服務機構的詳細聯絡方式。
- (m) 本行或前文(e)條所指從本行取得有關資料的任何人士可在或可向其認為合適的國家處理、保存及轉移或披露資料當事人的資料。有關資料亦可根據該國當地的慣例和法例、規則和規例（包括任何政府措施和指令）而處理、保存、轉移或披露。
- (n) 根據條例之條款，本行有權就處理任何查閱資料要求而收取合理的費用。
- (o) 任何關於查閱或改正本行所持資料、索取本行資料政策及常規的資料或所持有的資料種類的要求，應向下列人士提出：

資料保障主任

渣打銀行（香港）有限公司

香港中央郵政信箱21號

如您有任何疑問，敬請與您的客戶經理聯絡或致電本行熱線2282 2313。

- (p) 本通知不會限制資料當事人根據條例所享的權利。

在本通知中，除非與上下文不符或另有其他規定，否則斜體字須具有如下含義：

*戶口*，指就本行可能不時提供予資料當事人的各項信貸融通、服務或產品，而不時開立及／或維持的戶口。

*銀行卡*，指提款卡、借記卡、貸記卡或循環貸款卡或所有該等卡（視上下文而定）。

which the Bank may from time to time make available to the *data subjects*, the account that is, opened and/or maintained in respect of it from time to time.

*card* means an ATM card, a debit card, a credit card, or a revolving card or all of them, as the context requires.

*data subject(s)* includes applicants for *Facilities, Products and Services*, customers, security providers, referees, corporate officers and managers, suppliers, agents, contractors, service providers and other contractual counterparties and any third party transacting with or through the Bank.

*disclose, disclosing or disclosure*, in relation to personal data, includes disclose or disclosing information inferred from the data.

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

*in any capacity* means whether as a borrower, mortgagor or guarantor and whether in the *data subject's* sole name or joint names with others.

*mortgage count* means the number of mortgage loans held by the *data subject (in any capacity)* with credit providers in *Hong Kong* from time to time.

*Standard Chartered Group* means each of or collectively Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office).

Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

*資料當事人*包括信貸融通、產品及服務的申請人、客戶、抵押提供者、審查人、企業職員及經理、供應商、代理人、承辦商、服務供應商及其他合約對手方以及與或透過本行進行交易的任何第三方。

*披露*，就個人資料而言，包括披露由該等資料推斷出的資訊。

*香港*，指香港特別行政區。

*以任何身份*，指不論以借款人、按揭人或擔保人身份，以及不論以資料當事人本人單名或與其他人士聯名之方式。

*按揭宗數*，指資料當事人（*以任何身份*）不時於香港信貸提供者間持有的按揭貸款宗數。

*渣打集團*，指對渣打集團有限公司及其附屬公司和聯營公司（包括各分支機構或代表辦事處）的個別或共同稱謂。

若英文版本與中文版本之間有任何不一致之處，概以英文版本為準。