

PERSONAL CUSTOMER INFORMATION / SOLE ACCOUNT OPENING FORM

Date 日期

個人客戶資料 / 獨立帳戶開戶表格

Note 注意：1. Please complete in **Block Letters** and tick where applicable
 請用**正楷**填寫，並在適當的地方加上剔號。
 2.* Please delete whichever is not appropriate.
 * 請刪去不適用者。

For Bank Use Only 銀行專用	
Customer Number	Branch Chop and Authorized Signature
Premier Account Number	
Account Number	Staff ID No. Branch 分行

Personal Customer Information 個人客戶資料

Identification Document Details 身份證明文件資料	Identification Type 身份證明文件類別 <input type="checkbox"/> Macau Identity Card 澳門居民身份證 (I) <input type="checkbox"/> Passport 護照(P) (Issue Country/簽發國家: _____) <input type="checkbox"/> Other 其他 (X) _____	Identification Number 身份證明文件號碼: _____ Expiry Date 有效期: _____	
Full Name in English 英文全名	<input type="checkbox"/> Mr 先生(M) <input type="checkbox"/> Mrs 太太(R) <input type="checkbox"/> Miss 小姐(I) <input type="checkbox"/> Ms 女士(S) <input type="checkbox"/> Other 其他 Surname 姓氏: Given Name 名: Other Name 其他名:		
Name in Chinese 中文姓名		Gender 性別:	<input type="checkbox"/> Male 男(M) <input type="checkbox"/> Female 女(F)
Date of Birth 出生日期	(day 日 / month 月 / year 年): / /	Place of Birth 出生地點	
Multiple Nationalities 擁有多國國籍	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	Nationality 國籍 1	
Nationality 國籍 2		Nationality 國籍 3	
Marital Status 婚姻狀況	<input type="checkbox"/> Single 未婚 (1) <input type="checkbox"/> Married 已婚 (2) <input type="checkbox"/> widowed 鰥寡 (3) <input type="checkbox"/> Divorced 離婚 (4)		
Education Level 教育程度	<input type="checkbox"/> None / Limited 未 / 曾接受有限教育 (1) <input type="checkbox"/> Primary 小學 (2) <input type="checkbox"/> Secondary 中學 (3) <input type="checkbox"/> Post-Secondary / Diploma 預科 / 文憑 (4) <input type="checkbox"/> University or above 大學或以上 (5)		

Family Information 家庭資料

Spouse's Name 配偶姓名	English 英文:	Chinese 中文:
Number of Children 子女數目		
Children's details 子女資料	Name 姓名	Date of Birth 出生日期 (Day 日/Month 月/Year 年)
	1. English 英文: Chinese 中文:	/ /
	2. English 英文: Chinese 中文:	/ /
	3. English 英文: Chinese 中文:	/ /
Monthly Household Income (MOP) 每月家庭收入 (澳門幣)	<input type="checkbox"/> Below 7500 以下 (1) <input type="checkbox"/> 7,500 – 10,000 (2) <input type="checkbox"/> 10,001 – 15,000 (3) <input type="checkbox"/> 15,001 – 22,500 (4) <input type="checkbox"/> 22,501 – 35,000 (5) <input type="checkbox"/> Above 35000 以上 (6)	

Employment Information 職業資料

Employer / Company Name & Address 僱主/公司名稱及地址			
Nature of Business 業務性質		Job Title 工作職位	
Occupation 工作類別	<input type="checkbox"/> Professional / Senior Management (1) (e.g. Doctor, Lawyer, CEO, General Manager, etc) 專業人士 / 高級管理人員 (例如醫生、律師、總裁、總經理等) <input type="checkbox"/> Administrative /Executive (2) (e.g. Manager, Supervisor, Officer, etc) 行政人員 (例如經理、主管、主任等) <input type="checkbox"/> Clerical (3) (e.g. Clerk, Typist, etc) 文員 (例如文員、打字員等) <input type="checkbox"/> Skilled Staff (4) (e.g. Computer Operator, Cook etc) 技術人員 (例如電腦操作員、廚師等) <input type="checkbox"/> Unskilled Staff (5) (e.g. Cleaner) 非技術人員 (例如清潔工人) <input type="checkbox"/> Student (7) <input type="checkbox"/> Housewife (9) <input type="checkbox"/> Retired (10) 學生 主婦 退休 <input type="checkbox"/> Self Employed (11) <input type="checkbox"/> Teacher (12) <input type="checkbox"/> Police (14) 自僱 老師 警察 <input type="checkbox"/> Not Currently Employed (15) <input type="checkbox"/> Retail (86) <input type="checkbox"/> Other: _____ 非在職 零售 其他		
Monthly Salary (MOP) 月薪 (澳門幣)	<input type="checkbox"/> Below 5,000 以下 (0) <input type="checkbox"/> 5,000 – 9,999 (1) <input type="checkbox"/> 10,000 – 19,999 (2) <input type="checkbox"/> 20,000 – 29,999 (3) <input type="checkbox"/> 30,000 – 39,999 (4) <input type="checkbox"/> 40,000 – 49,999 (5) <input type="checkbox"/> 50,000 – 69,999 (6) <input type="checkbox"/> 70,000 – 99,999 (7) <input type="checkbox"/> 100,000 – 199,999 (8) <input type="checkbox"/> Above 200,000 以上 (9)		
Home Ownership Status 居住狀況	<input type="checkbox"/> Rented (1) <input type="checkbox"/> Self Owned (With Mortgage) (3) <input type="checkbox"/> Living with Relative (5) 租用 自置(有按揭) 親戚同住 <input type="checkbox"/> Self Owned (Without Mortgage) (4) <input type="checkbox"/> Company Housing (6) 自置(無按揭) 公司提供住所 <input type="checkbox"/> Other (please specify): _____ 其他(請註明)		

Contact Information 聯絡資料

Contact Number 聯絡號碼	Note: For overseas number, please add country code and area code (if any) in front of the number. 注意: 如海外號碼, (如適用)請在號碼前加入國家編碼和地區編碼		
	Residential 住宅: ()	Mobile/Pager 手提電話/傳呼機: ()	Office 辦公室 (if any/如適用): ()
Fax Number (if any) 傳真號碼 (如適用)	Residential 住宅: ()	Office 辦公室: ()	
Email Address 電郵地址			
Residential Address 住宅地址 [Please Submit Address Proof /請提供有關證明]			Country Code 國家代號: _____

Effective Date for Residential Address 住宅地址生效日期	(day 日 / month 月 / year 年): / /	
Previous Address 前址 (If residential address is less than 3 years/如果居住在住宅地址少於3年)		Country Code 國家代號: _____
Correspondence Address 通訊地址	Correspondence and statement to be sent to 通訊及結單寄到: <input type="checkbox"/> Residential Address 住宅地址	Country Code 國家代號: _____
Permanent Address 永久地址		Country Code 國家代號: _____

Level of Activity Anticipated 預計戶口活動

(Mandatory Fields as per guidelines of Monetary Authority of Macau 根據澳門金融管理局的指引，此部份必需填寫。)

Purpose of Account 賬戶用途				
Source of Funds 資金來源				
Level of Activity Anticipated 預計戶口活動	Details 詳情	Transaction Amount (Please specify currency) 交易金額(請註明貨幣)	Number of Transactions 交易數量	Remarks 備註:
	Total Credits per Month 每月入賬總額			
	Total Debits per Month 每月支賬總額			
Types of Services which will be Used (and Nature of Activity) 將使用服務類型 (及戶口活動性質)	<input type="checkbox"/> General Banking Services (e.g. Cash, Cheque, Autopay) 一般銀行服務 (例如：現金、支票、自動轉賬) <input type="checkbox"/> Credit Services (e.g. Loans, Credit Cards) 信貸服務(例如：貸款、信用卡) <input type="checkbox"/> Remittance Services (e.g. Wire Transfer, Demand Draft) 匯款服務(例如：電匯、匯票) <input type="checkbox"/> Others 其他 (please specify/請註明): _____			
Source and Description of Account Opening Fund (and Source and Origins of Funds to be Used in the Relationship) 開戶資金來源及描述 (及使用資金來源)	<input type="checkbox"/> Cash Deposit 現金存款 <input type="checkbox"/> Cheque Deposit 支票存款 <input type="checkbox"/> Transfer from Other Accounts 戶口轉賬 <input type="checkbox"/> Wire Transfer from Other Banks 來自其他銀行的匯款 <input type="checkbox"/> Other 其他 (please specify/請註明): _____			

Type of Account Required 所需的帳戶類別

Type of Account 帳戶類別	<input type="checkbox"/> Statement Savings Account (SSV) 結單儲蓄帳戶	<input type="checkbox"/> Current Account (CUA) 往來帳戶
	<input type="checkbox"/> Multi-Currency Savings Account (MSV) 多種貨幣儲蓄帳戶	<input type="checkbox"/> Time Deposit Account (TMD) 定期存款帳戶
	<input type="checkbox"/> Other (please specify): _____ 其他 (請註明)	
Currency of Account 帳戶幣別	<input type="checkbox"/> MOP 澳門幣 <input type="checkbox"/> HKD 港幣 <input type="checkbox"/> USD 美元 <input type="checkbox"/> Other (please specify) 其他 (請說明) _____	

For Statement Savings and Current Accounts only 適用於結單儲蓄及往來帳戶

Type of Statement Required 所需之結單類別

- Composite Statement (ie. One single statement for all your accounts with the bank) 綜合結單 (即一張結單列出在本行開立的所有帳戶)
- Regular Statement (ie. A separate statement for each account)
 – one copy of your account statement will be provided monthly, commencing one month from the date your account is opened, unless you specify otherwise in the space provided below:
 普通結單 (即一帳戶的獨立結單)
 – 除於下面位置特別指出者外, 本行將於帳戶開立後一個月起, 按月送出閣下的帳戶結單:

Language 語言 English 英文 Chinese 中文

Statement frequency _____
結單期

Number of copies _____
結單數目

Additional mailing address (if required) 額外郵寄地址(如有需要)

Any Beneficiary Owner (besides Account Holder) for the Account:

戶口是否有戶口持有人以外的實益擁有者:

- Yes Please provide Name: Identification No:
 是 請提供 姓名 身份證號碼
- No
 否

Optional Account Features (To be completed only if the service below is required)

自選服務 (如需以下服務, 才需填寫)

Cheque-book Application 支票簿申請

No. of Cheque-book to be Mailed 郵寄支票簿數量		✓ Cheque-book Type 支票簿類別	Applicable Account Currency 適用戶口貨幣
	<input type="checkbox"/>	25 bearer cheques 25 張持票人支票	HKD / MOP 港幣/澳門幣

Cheque Book(s) to be 請將支票簿:

Collected at _____ Office
遞送_____ 分行等待領取

Collect by (Name) _____ (Identification: _____)
由(姓名)_____ 領取(證明文件號碼_____)

Mailed to me/us (to correspondence address of the account)
郵寄至本人/我等帳戶的結單地址

Customer Signature 客戶簽署

I have received and read the General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders) issued by The Hongkong and Shanghai Banking Corporation Limited, Macau Branch and agree to comply with them. I consent to the use and sharing of my personal data for the specified purposes as shown in the terms. In addition, I waive the bank's duties of bank secrecy regarding the information sharing under the terms and agree (where applicable) to the potential tax withholding thereunder. I confirm that I have been given the opportunity to ask questions about the terms and have received satisfactory explanations from the Bank where applicable.

本人已收到及閱讀並同意遵守香港上海滙豐銀行有限公司澳門分行的一般章則條款 (個人獨立戶口、聯名戶口及商業戶口持有人適用)。本人同意可使用及分享本人的個人資料作該條款中指定的用途。另外, 本人就該條款下的資料分享免除銀行的保密職責, 並同意(如適用)條款中所述的潛在預扣稅。本人確認貴行有給予本人發問有關條款的問題並(如適用)已獲貴行滿意的解答。

I hereby confirm that the details given above are correct. 茲確證上述所提供的資料全屬正確

X

S.V.

Signature and / or Chop 簽署及 / 或蓋章

GENERAL TERMS AND CONDITIONS (For Personal Sole Account, Joint Account and Business Account Holders)

Note: Account holder shall refer to account holders where appropriate.

The following General Terms and Conditions apply to all accounts opened with The Hongkong and Shanghai Banking Corporation Limited, Macau Branch ("*the Bank*"). In addition, there are other Specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Copies of such Terms and Conditions are available upon request from any branch of the Bank.

1. GENERAL (applicable to all accounts)

- 1.1 The relationship between the Bank and the account holder is basically that of debtor and creditor. However, other relationship may arise, such as bailer and bailee when items are held in safe custody, according to the banking services provided by the Bank.
- 1.2 If the account holder is a partnership, the respective partners and every person who thereafter joins the partnership as a partner, shall, as surety, be jointly and severally liable for all the liabilities resulting from these Terms and Conditions. The Bank may recover its claim in respect of such liabilities of the partnership from the estate of all or any of the partners.
- 1.3 If the account holder comprises of more than one person or if the account holder is a partnership, the partnership and its partners:
 - a. the Bank is authorised to provide information on or relating to the account to any one of them in such form and manner and to such extent as any one or more of such persons shall request or as the Bank shall in its sole discretion determine at any time and from time to time;
 - b. each of them shall be bound by these General Terms and Conditions and such other terms and conditions governing the account even though (i) any other person or any person intended to be bound hereby is not or (ii) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
 - c. the Bank shall be entitled to deal separately with any one of them on any matter including (i) the variation or discharge of any liability to any extent or (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons; and
 - d. where any one of them is authorised to operate the account singly, the Bank is authorised to comply with the instructions or directions of any one of such persons in relation to the account and acceptance of any terms and conditions of any services rendered by the Bank in respect of the account by any one of such persons will be deemed acceptable by each and all of them and accordingly, such terms and conditions will be binding on each and all of such account holders.
- 1.4 The account holder agrees that the Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank or providing for the aggregate of all the account holder's liabilities including, in the case of a joint account, the liabilities of all or any one or more of the joint account holders to the Bank on any account or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise (*together the "account holder's aggregate liabilities"*). Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time. If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balances or credit balances of the account holder with the Bank with all or any of the account holder's aggregate liabilities. In the case of an individual account holder, the Bank's rights hereunder shall not be affected by the account holder's death or legal incapacity.

The Bank reserves the right to employ collection agent(s) and third parties to collect any outstanding or overdue amount owed by the account holder. The account holder shall keep the Bank indemnified for costs and expenses *including without limitation legal fees, costs of engaging collection agent(s) (and such other third parties) and other expenses* which are of reasonable amount and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstanding or overdue amount.

- 1.5 The account holder shall give instructions, directions or send communication to the Bank in such manner as shall be prescribed or accepted by the Bank from time to time, including, without limitation, in writing, by fax, by telex, by telephone, via the automated teller machine, via point of sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums.
- 1.6 In the course of providing its services, the Bank may need to record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank in relation to such services.
- 1.7 The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same.
- 1.8 When the account holder has set up a direct debit authorisation on an account and no transaction is performed under such authorisation for a continuous period of two years, the Bank reserves the right to cancel the direct debit arrangement without prior notice to the account holder, even though the authorisation has not expired or there is no expiry day.

- 1.9 All cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and proceeds will not be available until they have been cleared. The bank reserves the right to charge the account with items which are subsequently returned unpaid.
- 1.10 The account holder warrants that all particulars given to the Bank (*whether in an account opening form or otherwise*) are, to the best of the account holder's knowledge, accurate and acknowledges that the Bank may make use of any such particulars recorded with the Bank (*including without limitation address, telephone number, email address and fax number*) (collectively "Contact Details") as a means of communication with the account holder (*whether through letters, telephone calls, SMS, fax, email or otherwise*). The account holder undertakes to notify the Bank (*in such manner as may be prescribed or accepted by the Bank from time to time*) of any change of such particulars. All communications sent by the Bank to the account holder using any one or more of the Contact Details last registered with the Bank shall be deemed to have been duly delivered to the account holder. Where in the Bank's opinion communications sent to the account holder using one or more of the Contact Details last registered with the Bank will fail to reach the account holder, the Bank may in its sole discretion stop sending further communication (*including without limitation account statements, debit/credit advices and other communications*) to the Contact Details concerned or the account holder. Copies of account statements and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge. In respect of business accounts, the account holder of a business account further undertakes to notify the Bank (*in such manner as may be prescribed or accepted by the Bank from time to time*) of any change of directors, shareholders, partners, controllers, legal status or constitutional documents.
- 1.11 An inward remittance (whether in Patacas/Hong Kong dollars or in any other currencies) to an account may not be credited to the account on the same day if the related payment advice is not received by the Bank before the relevant cut-off times set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the account.
- 1.12 The terms herein and those pertaining to any services provided by the Bank may, at the Bank's sole discretion, be changed from time to time upon giving the account holder prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change. If the account holder expressly disagrees with any of the amendments made by the Bank, the Bank reserves the right to terminate the provision of any services with immediate effect.
- 1.13 The Bank may impose services fees, facility fees and/or other charges (including without limitations deposit charges on the credit balance of any account) from time to time as the Bank at its sole discretion thinks fit. The Bank's charges, as in effect from time to time, apply to all accounts and a list is available upon request from any branch of the Bank.
- 1.14 The Bank reserves the right to close the account, at any time and at the Bank's sole discretion, upon giving the account holder not less than seven days prior written notice.
- 1.15 The account holder shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by these Terms and Conditions. The account holder shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:
- maintaining the accounts for the account holder
 - providing services to or transacting with the account holder, and/or
 - a breach of any of these Terms and Conditions or any applicable laws and regulations by the account holder
- 1.16 The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the account holder to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the account holder or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.

1.17 COLLECTION AND DISCLOSURE OF ACCOUNT HOLDER INFORMATION

(a) DEFINITIONS

Terms used in this Clause 1.17 shall have the meanings set out below.

"Account Holder Information" means all or any of the following items relating to the account holder or a Connected Person, where applicable: (i) Personal Data, (ii) information about the account holder, the account holder's accounts, transactions, use of the Bank's products and services and the account holder's relationship with the HSBC Group and (iii) Tax Information.

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

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

"Connected Person" means a person or entity (other than the account holder) whose information (including Personal Data or Tax Information) is provided by the account holder, or on the account holder's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include any guarantor, a director or officer of a company, partners or members of

a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the account holder has a relationship that is relevant to the account holder’s relationship with the HSBC Group.

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

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

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

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

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

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

“**Services**” includes (i) the opening, maintaining and closing of the account holder’s accounts, (ii) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (iii) maintaining the Bank’s overall relationship with the account holder, including marketing services or products to the account holder, market research, insurance, audit and administrative purposes.

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

“**Tax Authorities**” means Macau or foreign tax, revenue or monetary authorities.

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

“**Tax Information**” means documentation or information about the tax status of the account holder or a Connected Person.

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

(b) COLLECTION, USE AND SHARING OF ACCOUNT HOLDER INFORMATION

This Clause 1.17(b) explains how the Bank will use information about the account holder and Connected Persons. By using the Services, the account holder expressly agrees that the Bank and members of the HSBC Group may use Account Holder Information in accordance with this Clause 1.17.

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

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank’s legitimate business purposes require disclosure;
- the disclosure is made with the data subject’s consent;
- it is disclosed as set out in this Clause 1.17.

COLLECTION

- (i) The Bank and other members of the HSBC Group may collect, use and share Account Holder Information. Account Holder Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the account holder directly, from a person acting on behalf of the account holder, from other

sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

USE

(ii) Account Holder Information will be processed, transferred and disclosed by the Bank and members of the HSBC Group, in accordance with the applicable Laws, in connection with the following Purposes:

- (A) considering applications for products and services;
- (B) approving, managing, administering or effecting Services or any transaction that the account holder requests or authorises;
- (C) meeting Compliance Obligations;
- (D) conducting Financial Crime Risk Management Activity;
- (E) collecting any amounts due and outstanding from the account holder and from those providing guarantee or security for the account holder's obligations;
- (F) conducting credit checks (including without limitation upon an application for consumer credit (including mortgage loans) and upon periodic or special reviews of the credit which may take place one or more times each year) and obtaining or providing credit references;
- (G) assisting other financial institutions to conduct credit checks and collect debts;
- (H) enforcing or defending the Bank's or a member of the HSBC Group's right;
- (I) meeting internal operational requirements of the Bank or the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (J) creating and maintaining the Bank's credit and risk related models;
- (K) ensuring ongoing credit worthiness of the account holder and of those providing guarantee or security for the account holder's obligations;
- (L) marketing, designing, improving or promoting Services or related products to the account holder (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (M) determining the amount of indebtedness owed to or by the account holder and by those providing guarantee or security for the account holder's obligations;
- (N) complying with any obligations, requirements or arrangements that the Bank or any member of the HSBC Group is expected to comply according to:
 - (i) any Laws or Compliance Obligations;
 - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
 - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the HSBC Group; or
 - (iv) any agreement or treaty between Authorities;
- (O) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- (P) meeting any obligations, demand or request from Authorities;
- (Q) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the account holder to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (R) maintaining the Bank's or the HSBC Group's overall relationship with the account holder;
- (S) matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the account holder);
- (T) any purposes relating or incidental to any of the above.

(the "**Purposes**").

SHARING

(iii) By using the Services, the account holder expressly agrees that the Bank or a member of the HSBC Group may, as necessary and appropriate for the Purposes, transfer and disclose any Account Holder Information in accordance with applicable Laws to the following recipients globally, for example, in Hong Kong, UK and USA (who may also process, transfer and disclose such Account Holder Information for the Purposes):

- (A) any member of the HSBC Group;
- (B) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers and professional advisers);
- (C) any Authorities, in response to their requests, including reporting for purposes relating to the Foreign Account Tax Compliance Act;
- (D) any persons acting on behalf of the account holder, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market

- counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the account holder has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group for the account holder) or a person making any payment into the account holder's account;
- (E) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (F) any party acquiring an interest in, or assuming risk in, or in connection with, the Services;
 - (G) any debt collection agencies, in the event of default;
 - (H) any credit reference agencies or credit bureaus, for obtaining or providing credit or bankers' references;
 - (I) any other third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (J) any charitable or non-profit making organisations;
 - (K) any third party fund manager who provides asset management services to the account holder;
 - (L) any introducing broker to whom the Bank provides introductions or referrals;
 - (M) any third party reward, loyalty, co-branding and privileges programme providers, and any co-branding partners of the Bank or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant services and products, as the case may be);
 - (N) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the account holder;
 - (O) any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the HSBC Group

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

THE ACCOUNT HOLDER'S OBLIGATIONS

- (iv) The account holder expressly agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Account Holder Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Account Holder Information from the Bank or a member of the HSBC Group.
- (v) The account holder confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 1.17 (as may be amended or supplemented by the Bank from time to time). The account holder shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (vi) The account holder consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or bank secrecy law to permit the Bank to use, store, disclose, process and transfer all Account Holder Information in the manner described in these General Terms and Conditions. The account holder agrees to inform the Bank promptly in writing if the account holder is not able or has failed to comply with the obligations set out in (v) and (vi) in any respect.
- (vii) Where
 - the account holder or any Connected Person fails to provide promptly Account Holder Information reasonably requested by the Bank, or
 - the account holder or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Account Holder Information for the Purposes (except for purposes connected with marketing or promoting products and services to the account holder), or
 - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk, the Bank may:
 - (1) be unable to provide new, or continue to provide all or part of the Services to the account holder and reserve the right to terminate its relationship with the account holder;
 - (2) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
 - (3) block, transfer or close the account holder's account(s) where permitted under local Laws.

In addition, if the account holder fails to supply promptly the account holder's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the account holder or the Connected Person, including whether the account holder or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be required by any Tax Authority and to pay such amounts to the appropriate Tax Authority, including, but not limited to, any withholdings set out in the Foreign Account Tax Compliance Act.

DATA PROTECTION

- (viii) Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Account Holder Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.
- (ix) Under relevant data protection legislation, the account holder has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.
- (x) The account holder has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request may be made in writing and addressed to the The Hongkong and Shanghai Banking Corporation Limited, Macau Branch, 639 Avenida da Praia Grande, Macau or PO Box 476, Macau. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable law and regulations.

(c) FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- (i) Financial Crime Risk Management Activity may include: (1) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the account holder, or on the account holder's behalf; (2) investigating the source of or intended recipient of funds; (3) combining Account Holder Information with other related information in the possession of the HSBC Group; and (4) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the account holder or a Connected Person.
- (ii) The Bank and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the account holder's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the account holder or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the account holder or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) TAX COMPLIANCE

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

(e) MISCELLANEOUS

- (i) In the event of any conflict or inconsistency between any of the provisions of this Clause 1.17 and those in or governing any other service, product, business relationship, account or agreement between the account holder and the Bank, this Clause 1.17 shall prevail.
- (ii) If all or any part of the provisions of this Clause 1.17 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 1.17 in that jurisdiction.

(f) SURVIVAL UPON TERMINATION

This Clause 1.17 shall continue to apply notwithstanding any termination by the account holder or the Bank or a member of the HSBC Group of the provision of any Services to the account holder, or the closure of any of the account holder's accounts.

1.18(Applicable to Business Account)

If the account holder or a shareholder (whether direct or indirect, legal or beneficial) of the account holder is a company incorporated in a country that permits issuance of bearer shares, the account holder confirms and warrants that neither it

nor such shareholder has issued any bearer shares and further undertakes that the account holder or such shareholder will notify the Bank promptly if it issues or converts any of its shares to bearer form.

1.19 The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the account holder's agreement. The account holder is not allowed to assign or transfer any of the account holder's rights or obligations to any person unless with the Bank's prior written agreement.

1.20 These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau.

2. PATACAS AND HONGKONG DOLLAR CURRENT ACCOUNTS

2.1 Cheque Book Security

Cheque books should be kept safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorized persons.

2.2 Cheque

A cheque book will be issued to the account holder on opening an account.

Cheques should be drawn in the currency of the account, that is, Patacas or Hongkong dollars.

When a signed cheque or a cheque book is lost or stolen, the account holder must immediately report such loss in writing to the Bank.

When cheques are sent through the post or otherwise, the words "OR BEARER" should be deleted and the cheque crossed.

Applications for a new cheque book may be made by presenting the duly completed and signed cheque book application form contained therein to the Bank or by any other means acceptable to the Bank. The Bank, may at its discretion, refuse to issue a cheque book.

The Bank shall, upon receipt of a cheque book application request, deliver the required cheque book to the account holder by post according to the address record kept by the Bank. The Bank assumes no responsibility for any delay or loss caused by any mode of forwarding.

Upon receipt of a new cheque book, the account holder should verify the cheque serial numbers, account number and name of the account holder printed thereon as well as the number of cheques before use. Any irregularities should be promptly reported to the Bank.

The account holder should exercise care when drawing cheques to ensure its correctness and agrees that he/she will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. The account holder should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

All cheques must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in conformity with the specimen signature registered with the Bank.

Any alteration on a cheque must be confirmed by the full signature of the drawer. The account holder acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

2.3 Returned Cheques

The Bank reserves the right to return cheques with insufficient funds in account, technical error or any other reasons and to impose a service charge in respect of returned cheques.

2.4 Stop Payment Order

An account holder may only cancel (*countermand*) payment of a cheque by giving written instructions (*the authenticity of which the Bank must be able to verify*) to the branch of account clearly identifying the cheque in question by reference to its cheque number before the cheque has been paid. For clarification:

- a. if the account holder identifies the cheque in question by reference to other details in addition to the cheque number, the Bank shall not be responsible to ensure that other details correspond with the details of the cheque in question identified by number;
- b. if the account holder identifies the cheque in question by reference to other details instead of identifying the cheque number, the Bank shall not be required to take any action; however, the Bank may in its discretion and without responsibility follow such instruction; and
- c. if the account holder cancels (*countermand*) payment of a cheque by means of an instruction which cannot be verified by the Bank (*not limiting to by telephone or facsimile instructions*), the Bank shall not be required (*obliged*) to take any action; however, the Bank may in its discretion and without responsibility follow such instruction.

When the account holder cancels (*countermand*) payment of a cheque by means of an instruction to the Bank which cannot be verified by the Bank and regardless of whether or not the Bank acts on such instruction, the account holder shall immediately confirm such instruction to the Bank in writing and in a manner so that the Bank may verify the authenticity of such instruction. The Bank shall only be bound to follow the instruction once it is authenticated and shall not be liable for having followed the unauthenticated instruction should that instruction has been incorrect (*erroneous*), false (*spurious*), unclear (*ambiguous*).

3. OTHER FOREIGN CURRENCY CURRENT ACCOUNTS

- 3.1 Cheque books will not be issued to current accounts denominated other than in Patacas or Hong Kong dollar.
- 3.2 Withdrawal instructions should be given by letter or by means of an authentication SWIFT or telex sent through bankers overseas.
- 3.3 No interest is payable on credit balances.
- 3.4 No cash cheques may be drawn on a foreign currency current account.

4. SECURITIES ACCOUNTS / INVESTMENT SERVICES ACCOUNTS

- 4.1 The account holder agrees that the Bank may accept any rebate or allowance from any stockbrokers, underwriters or fund houses engaged in the purchase or sale of any securities or other assets for the account holder.
- 4.2 The account holder agrees that securities and other assets held in the account holder's account may be held by the Bank or by its agents at the Bank's discretion.

5. PhoneBanking Service Terms and Conditions (*applicable to account holder who has subscribed for or otherwise utilise the Bank's Phonebanking Service*)

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

“**Applicant**” means the Principal/Sole Applicant and /or Joint applicant referred to in this application.

“**Customer**” means the person who has signed this Application and if more than one means any one or more of such persons and for the avoidance of doubt “Customer” shall include the applicant.

“**Personal Identification Number**” means the code number for the time being established for the Applicant for the purpose of identification of the Applicant in giving verbal instructions to the Bank by telephone.

“**Dedicated Transferee Account**” means the account maintained with the Bank for the time being designated by the Applicant for the purpose of receiving deposit of funds in relation to the Phonebanking Service.

“**Dedicated Transferor Account**” means the account maintained with the Bank for the time being designated by the Customer for the purpose of making withdrawal of funds in relation to the Phonebanking Service.

- 5.2 **Phonebanking Service provided by the Bank (“the Service”) covers:**

- (a) Enquiry on the balance of the Account of the Applicant with which the Service is established;
- (b) Transfer of funds within the underlying Account Portfolio of the Applicant with which the Service is established;
- (c) Transfer of funds from the Account of the Applicant with which the Service is established to the Dedicated Transferee Accounts within the predefined Dedicated transfer limits respectively;
- (d) Transfer of funds from the Dedicated Transferor Accounts to the Account of the Applicant with which the Service is established within the predefined Dedicated transfer limits;
- (e) Renewal or disposal of Time Deposits upon maturity under the Account Portfolio (this service is only applicable to the primary Account);
- (f) Foreign exchange transactions;
- (g) Performing of account maintenance as specified by the Bank; and
- (h) Such other types of banking or investment services as the Bank may from time to time introduce.

- 5.3.1 The Bank is authorised to act on the instructions of the Applicant given by the Applicant by telephone (“telephone instructions”) and the Customer agrees that

- (a) the Bank is authorised to act on any telephone instructions which the Bank in its sole discretion believes emanate from the Applicant by the use of the Personal Identification Number (“the PIN”) assigned to the Applicant by the Bank and any number(s) substituted by the Applicant for that purpose and the Bank shall not be liable for acting in good faith from telephone instructions which emanate from unauthorized individuals and the Bank shall not be under any duty to verify the identity of the person or persons giving telephone instructions purportedly in the name of the Applicant;
- (b) the Applicant shall undertake to keep the PIN strictly confidential at all times and shall report to the Bank immediately upon loss of the PIN or becoming aware that the PIN has fallen into the hands of any unauthorised party;
- (c) the Customer shall ensure that there are sufficient funds or pre-arranged credit facilities in the Debit Account(s) for the purpose of the telephone or other instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities provided always that if the Bank shall at its sole discretion decided to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the Customer and the Customer shall be responsible for the resulting overdraft, advance or credit thereby created;
- (d) any exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction. Such confirmed exchange rate or interest rate, if accepted by the Customer through the Phonebanking Service, shall be absolutely binding on the Customer notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication;
- (e) the Bank shall not be liable to the Customer for any failure to carry out any telephone instructions which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the Applicant's telephone instructions;

- (f) the Customer shall keep the Bank indemnified at all times against, and to save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting telephone instructions and acting or failing to act thereon unless due to the willful default of the Bank and such indemnity shall continue notwithstanding the termination of the Account;
- (g) the signing authority of the Dedicated Transferor Account should at all times be single and the Bank reserves the right to terminate the Service as the Bank if its absolute discretion thinks fit should the Customer fail to comply with such requirement;
- (h) the Applicant's right to give telephone instructions pursuant to the Terms and Conditions herein shall at all times be subject to the discretion of the Bank and that the Bank may at any time revoke such right without prior notice;
- (i) the Customer shall be bound by the Specific and General Terms and Conditions (as specified in this Application Form) governing the types of accounts in connection with the Service and in case of conflict between the said Specific and/or General Terms and Conditions and these Terms and Conditions, the latter shall prevail;
- (j) all telephone calls shall be recorded by the Bank, and may in some circumstances be monitored in order to improve the Service. Any errors or omissions concerning transactions carried out in accordance with telephone instructions must be reported by the Customer to the Bank within 90 days from the date of the disputed transactions; and
- (k) the tapes containing the records of telephone calls shall be kept by the Bank for no longer than twelve months. After this period the Bank shall have the right to rely absolutely on its written records of the transactions, in case any dispute arises in relation with any previous transactions.

5.3.2. The Applicant shall notify the holder of the Dedicated Transferee and Transferor Accounts the details of the transactions performed by the Bank upon the telephone instructions given by the Applicant. The Bank shall not be responsible to the Customer for giving any such notice.

5.3.3. The Bank reserves the right to impose service fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit.

5.3.4. If there is more than one Customer then under the provisions herein (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Customer shall be construed, as the context requires, to any or each of them (iii) each of them shall be bound even though any other Customer or any person intended to be bound hereby is not, and (iv) the Bank shall be entitled to deal separately with a Customer on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Customer.

5.3.5 The Bank reserves the right to add, delete, vary the scope of the Service and any of the Terms and Conditions herein from time to time as the Bank in its absolute discretion thinks fit and the Bank shall give notice of such amendments to the Customer. If the notification is sent by post, it will be deemed to have been received by the Customer within five days of posting to the Customer's address last notified to the Bank. If the Customer continues to use the Service after such amendments are in effect, the Customer shall be deemed to have agreed to such amendments. If the Customer expressly disagrees with any of the amendments made by the Bank, the Bank reserves the right to terminate the provision of the Service with immediate effect.

5.3.6. These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau.

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

一般章則條款 (個人獨立戶口、聯名戶口及商業戶口持有人適用)

注意：在適用時，戶口持有人可指眾數。

下列一般章則條款適用於香港上海滙豐銀行有限公司澳門分行(下稱「本行」)所有戶口。此外，本行亦有適用於特別戶口的特定條款，其副本可向本行任何分行索閱。

1. 一般條款 (適用於所有戶口)

- 1.1 本行與戶口持有人基本上為債務人與債權人的關係，但會因應本行所提供的服務類別而產生不同的關係，例如在提供保管服務上，本行與客戶的關係為託管人與委託人。
- 1.2 如戶口持有人屬合夥公司，則相關股東及其後以股東身份加盟合夥公司的每一人士，相對合夥公司而言負補充責任；而有關由本章則及條款衍生之所有責任方面，對他們而言，須負連帶責任。本行對合夥公司承擔該等責任之索償，其彌補可來自股東所有或其任何之財產。
- 1.3 如戶口持有人屬多於一人或戶口持有人屬合夥公司，則有關合夥公司及其股東：
 - a. 如戶口持有人中任何一人或多於一人要求提供有關戶口的資料，或本行隨時及不時全權酌情決定，本行都獲授權以不同形式及方式及至不同程度上向該等戶口持有人提供此等資料；
 - b. 每名戶口持有人均受本條款或其他有關條款約束。即使 (i) 任何其他擬受此等條款約束的人士並不受約束或 (ii) 由於欺詐、偽造或其他原因(無論本行是否得悉有關情況)令此等條款可能無效或無法對任何一名或多名戶口持有人執行；
 - c. 本行有權與戶口持有人中任何一人分別處理任何事宜[包括 (i) 在任何程度上變更或解除任何責任及 (ii) 給予時間或其他方面的通融或與戶口持有人中任何一人另作安排]而不損害或影響本行對其他人士的權利、權力及補償；
 - d. 若戶口持有人中的任何一人均獲授權單獨運作戶口，本行獲授權履行任何一名此等戶口持有人發出與戶口有關的指示。如戶口持有人中任何一人接納任何規限本行就戶口所提供的任何服務的條款，則每名及全部戶口持有人將當作已接納該等條款，並因而受該等條款所約束。
- 1.4 戶口持有人同意，本行對其所負債務將不超過經扣除由本行持控的任何結欠或提撥戶口持有人對本行所負各種形式債務的總額後，本行仍欠戶口持有人的淨金額，包括在聯名戶口的情况下，該戶口的全部或其中一名或以上持有人的債務的總額，無論該等債務為實有、現有、將有、遞延、或有、基本性、擔保性、個別性、聯同性或其他(合稱「戶口持有人的總負債」)。在不損以上條文的總括性前提下，並除去本行對任何戶口所可能擁有的一般性扣置權、抵銷權或其他因持有抵押而產生的權利之外，戶口持有人同意，如戶口持有人的總負債相等或超過本行對其所負的債務，本行有絕對全權並毋須給予戶口持有人通知，於本行對戶口持有人的任何負債到期付還或其要求償還時予以拒絕。如本行就對戶口持有人的任何負債行使此項權利，有關的債務將大體按照本行行使此項權利前的條款或依本行視當時情況而認為適當的其他條款而列為未付賬項，惟本行可隨時毋須給予戶口持有人通知而將其任何或全部結存或其在在本行任何或全部戶口的結存與戶口持有人總負債的任何部分或全部合併。如屬個人戶口持有人，則本行在此條款下的權利不會因戶口持有人的死亡或法律上無行為能力而受影響。

本行保留權利僱用收數代理機構及第三者代收戶口持有人的任何欠款或逾期未付的款項。戶口持有人須承擔本行因催繳、追收、提出控訴或追討該等欠款或逾期未付的款項而支付的任何合理費用及開支(包括但不限於律師費、僱用收數代理機構(及該等其他第三者)代收而需支付的收賬費或其他開支)。
- 1.5 戶口持有人應以本行不時規定或接納的方式，包括但不限於用書面、傳真、電報、電話、或透過自動櫃員機銷售點終端機，或其他電子方式或媒介及/或其他方式或媒介發出指示或通訊。
- 1.6 在提供銀行服務的過程中，本行可能需要以錄音記存戶口持有人的口頭指示或戶口持有人與本行在該服務過程中的任何對話。
- 1.7 本行保留將已有縮微攝影/掃描的任何有關的戶口文件銷毀的權利。
- 1.8 如戶口持有人已設立的直接付款授權的戶口連續兩年內未有根據該授權而作出過賬的紀錄，本行保留權利取消該直接付款安排而毋須另行通知有關戶口持有人，即使該授權書並未到期或未有註明授權到期日。
- 1.9 凡存入支票或其他票據，雖已入賬，仍須待收受後方能作實；若未完成過戶程序，客戶不能取用有關款項。如遇退票，本行保留在戶口內照數扣除的權利。
- 1.10 戶口持有人保證提供予本行的所有資料(不論在戶口開戶書中或以其他方式提供)就其所知均屬正確，並確認本行可使用任何本行記錄中的該等資料(包括但不限於地址、電話號碼、電郵地址及傳真號碼)(統稱「聯絡資料」)，作為與戶口持有人通訊之用(不論是透過書信、電話、SMS短訊、傳真、電子郵件或其他方式)。戶口持有人承諾就該等資料的任何更改(以本行不時指定或接納的方式)通知本行。凡按照戶口持有人最後於本行登記的任何一項或多項聯絡資料向戶口持有人發送的所有通訊，均被視為已妥為送達戶口持有人。如本行認為按照戶口持有人最後於本行登記的一項或多項聯絡資料向戶口持有人發送的通訊未能送達戶口持有人，本行可全權酌情決定停止向有關聯絡資料或向戶口持有人繼續發送通訊(包括但不限於戶口結單、出入賬通知書及其他通訊)。戶口持有人可書面要求本行提供戶口結單及/或戶口交易證明文件的副本，而本行可就這項服務收取手續費。就商業戶口而言，商業戶口持有人進一步承諾就董事、股東、合夥人、控制人、法律身分或章程文件的任何更改(以本行不時指定或接納的方式)通知本行。
- 1.11 如本行未能在本行不時訂定的截數時間前收到存入戶口的匯入匯款(無論是澳門/港幣或其他貨幣)的付款通知書，則該筆匯款或許不能

即日存入有關戶口。該筆匯款未確實存入有關戶口前，將不獲計算利息。

- 1.12 本行可不時全權酌情修訂本文條款及本行所提供的任何服務的有關條款。有關修訂將在本行各分行以張貼告示或本行決定的其他方式預先通知戶口持有人。如戶口持有人並未於該段通知期屆滿前結束其戶口或取消服務，戶口持有人將被視為同意該等修訂。如戶口持有人表明不同意任何本行作出的修訂，本行保留權利立即終止提供任何服務。
- 1.13 本行有權自行決定不時向客戶徵收服務費用、貸款費用及 / 或其他費用（包括在任何情況下向有結存的戶口收取存款費用）。上述的收費適用於所有戶口。有關收費細則可向本行各分行索取。
- 1.14 本行保留權利隨時主動以最少七天書面通知結束客戶之賬戶。
- 1.15 戶口持有人需遵守章程條款內不時生效的一切有關戶口活動或交易的法律和規則。戶口持有人需賠償本行由於以下原因而引致的所有責任、損失、成本費、支出及收費（無論是由各種稅項所引致的收費或其他）：
- 為戶口持有人保存戶口；
 - 對戶口持有人提供服務或進行交易；及 / 或
 - 戶口持有人違反任何章程條款或任何可適用的法律和規則。
- 1.16 如僅由於本行合理控制範圍以外的因素，包括任何機件故障或失靈，而導致本行延遲或無法向戶口持有人提供任何銀行機件，或其他設施或服務，本行概不負責。無論在任何情況下，戶口持有人或任何第三者因此而引起或與此相關的任何間接或最終損失，本行亦概不負責。

1.17 收集及披露戶口持有人資料

(a) 定義

出現於本第 1.17 條的詞語有下列涵義。

「**戶口持有人資料**」指所有或任何有關戶口持有人或關連人士的下列各項（如適用）：(i)個人資料，(ii)關於戶口持有人、戶口持有人的戶口、交易、使用本行產品及服務，及戶口持有人與滙豐集團關係的資料，及(iii)稅務資料。

「**權力機關**」包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「**合規責任**」指滙豐集團要遵守下列各項的責任：(i)任何法律或國際指引及內部政策或程序，(ii)權力機關的任何要求或法律下申報、披露或其他責任，及(iii)要求滙豐集團核實其客戶身分的法律。

「**關連人士**」指戶口持有人以外的人士或單位，而其資料（包括個人資料或稅務資料）由戶口持有人（或戶口持有人代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。**關連人士**可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員、任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、戶口持有人的代表、代理或代名人，或與戶口持有人建立了關係的任何其他人士或單位，而該關係關乎戶口持有人及滙豐集團的關係。

「**控制人**」指控制單位的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人士。就非信託單位而言，指處於相等或類似控制位置的人士。

「**金融罪行**」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或規避或違反有關此等事宜的任何法律的任何行為或意圖。

「**金融罪行風險管理活動**」指本行或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

「**滙豐集團**」一併及分別地指滙豐控股有限公司、其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「**滙豐集團成員**」具有相同涵義。

「**法律**」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於本行或滙豐集團成員的協議或條約。

「**個人資料**」指任何與一名個人有關的資料而從該等資料可確定該名個人的身分。

「服務」包括(i)開立、維持及結束戶口持有人的戶口，(ii)提供信貸融資及其他銀行產品及服務、處理申請、信貸及資格評估，及(iii)維持本行與戶口持有人的整體關係，包括向戶口持有人促銷服務或產品、市場調查、保險、審計及行政用途。

「主要擁有人」指直接或間接地享有一個單位多於 10%的利潤或權益的任何個人。

「稅務機關」指澳門或外地稅務、納稅或金融機關。

「稅務證明表格」指稅務機關或本行為確認戶口持有人的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

「稅務資料」指關於戶口持有人稅務狀況或關連人士稅務狀況的文件或資料。

凡提及單數則包括複數，反之亦然。

(b) 收集、使用及分享戶口持有人資料

本第 1.17(b)條解釋本行如何使用關於戶口持有人及關連人士的資料。戶口持有人使用服務即表明同意本行及滙豐集團成員可按本第 1.17 條使用戶口持有人資料。

戶口持有人資料不會披露予任何人士（包括其他滙豐集團成員），除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；
- 本行因正當的商業用途需要披露；
- 獲資料當事人同意作出披露；
- 按本第1.17條所載作出披露。

收集

- (i) 本行及其他滙豐集團成員可收集、使用及分享戶口持有人資料。本行或本行代表或滙豐集團代表可要求提供戶口持有人資料。戶口持有人資料可直接從戶口持有人、或從代表戶口持有人的人士或其他來源（包括公開資料）收集，亦可與本行或其他滙豐集團成員可獲取的其他資料產生或組合。

使用

- (ii) 本行及滙豐集團成員會按適用法律就下列用途處理、轉移及披露戶口持有人資料：
- (A) 考慮產品及服務申請；
 - (B) 審批、管理、執行或提供服務或戶口持有人要求或授權的任何交易；
 - (C) 遵守合規責任；
 - (D) 進行金融罪行風險管理活動；
 - (E) 向戶口持有人及為戶口持有人債務提供擔保或抵押的人士追收任何欠款或未清繳金額；
 - (F) 進行信用檢查（包括但不限於個人信貸（包括按揭貸款）申請及於每年一次或多於一次的定期或特別信貸複核），及獲取或提供信貸資料；
 - (G) 協助其他金融機構進行信用檢查及追討欠債；
 - (H) 行使或保衛本行或滙豐集團成員的權利；
 - (I) 遵守本行或滙豐集團的內部營運要求（包括信用及風險管理、系統或產品研發及計劃、保險、審核及行政用途）；
 - (J) 設立及維持本行的信貸和風險相關準則；
 - (K) 確保戶口持有人及為戶口持有人債務提供擔保或抵押的人士維持可靠信用；
 - (L) 向戶口持有人(及如法律許可，關連人士)促銷、設計、改善或推廣服務或相關產品及進行市場調查；

- (M) 確定本行對戶口持有人的負債額，或戶口持有人或為戶口持有人債務提供擔保或抵押的人士對本行的負債額；
- (N) 遵守本行或任何滙豐集團成員根據以下須或預期會遵守的任何責任、要求或安排：
 - (i) 任何法律或合規責任；
 - (ii) 任何權力機關提供或發出的任何守則、內部指引、指引或指導；
 - (iii) 與任何對滙豐集團整體或任何部分具有司法權限的權力機關現在或將來訂立的任何合約或其他承諾；或
 - (iv) 權力機關之間的任何協議或條約；
- (O) 遵守滙豐集團為符合制裁或預防或偵測金融罪行的任何方案就於滙豐集團內分享資料及資訊或資料及資訊的任何其他使用而指定的任何責任、要求、政策、程序、措施或安排；
- (P) 遵守權力機關施加的任何責任、指令或要求；
- (Q) 促使本行的實際或建議承讓人、或本行就針對戶口持有人的權利參與人或附屬參與人能評核擬轉讓、參與或附屬參與的交易；
- (R) 維持本行或滙豐集團與戶口持有人的整體關係；
- (S) 為任何用途（不論是否有意對戶口持有人採取不利行動）而把戶口持有人資料與本行或滙豐集團持有的任何資料進行核對；
- (T) 與任何上述相關或有連帶關係的用途。

（「用途」）。

分享

- (iii) 戶口持有人使用服務即表明同意本行或滙豐集團成員可因應需要及適當的用途，按適用法律向下列環球接收者（例如在香港、英國及美國）轉移及披露任何戶口持有人資料，而該等接收者亦可為用途處理、轉移及披露該等戶口持有人資料：
 - (A) 任何滙豐集團成員；
 - (B) 滙豐集團的任何代理、承包商、次承包商、服務供應商或聯營人士（包括彼等的僱員、董事、職員、代理人、承包商、服務供應商及專業顧問）；
 - (C) 任何權力機關，以回應其要求（包括就外國賬戶稅務合規法案有關目的作申報）；
 - (D) 代表戶口持有人行事的任何人士、收款人、受益人、戶口代名人、中介人、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、戶口持有人擁有證券權益的公司（如該等證券由本行或任何滙豐集團成員代戶口持有人持有），或向戶口持有人的戶口作出任何付款的人士；
 - (E) 付款銀行向出票人提供已付款支票的副本（而其中可能載有有關收款人的資料）；
 - (F) 就或有關收購服務權益及承擔服務風險的任何一方；
 - (G) 如有欠帳，任何收數公司；
 - (H) 任何信貸調查機構或征信機構，以獲取或提供信貸資料或銀行證明書；
 - (I) 任何其他第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (J) 任何慈善或非牟利機構；
 - (K) 任何向戶口持有人提供資產管理服務的第三方基金經理；
 - (L) 任何本行向其提供介紹或轉介的介紹經紀；
 - (M) 任何第三方獎賞、年資、合作品牌及優惠計劃供應商，及任何本行或任何滙豐集團成員之合作品牌夥伴（在申請有關服務及產品（視乎情況而定）時會提供該等合作夥伴名稱）；
 - (N) 本行的任何實際或建議承讓人或本行的戶口持有人權利參與人或附屬參與人或受讓人；
 - (O) 涉及本行或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方

不論接收者的所在地，包括司法管轄區內並無跟服務提供地相同程度資料保障法律的司法管轄區。

戶口持有人的責任

- (iv) 不時提供予本行或滙豐集團成員的戶口持有人資料如有任何變更，戶口持有人表明同意從速（在任何情況下於30天內）以書面通知本行。戶口持有人亦同意從速回覆本行或滙豐集團成員就提供戶口持有人資料的任何要求。
- (v) 戶口持有人確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意）其已被或會被提供予本行或滙豐集團成員的資料（包括個人資料或稅務資料）按本行不時修改或補充的本第1.17條所載處理、披露及轉移。戶口持有人須知會該等關連人士他們有權索取及改正其個人資料。
- (vi) 戶口持有人同意本行按本一般章則條款所述使用、儲存、披露、處理及轉移所有戶口持有人資料，並會作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。如戶口持有人未能或未有在任何方面遵守(v)及(vi)列出的責任，戶口持有人同意從速以書面通知本行。
- (vii) 如：
- 戶口持有人或任何關連人士未有按本行合理的要求從速提供戶口持有人資料，或
 - 戶口持有人或任何關連人士拒絕給予或撤回任何本行為用途（不包括向戶口持有人促銷或推廣產品及服務有關的用途）處理、轉移或披露戶口持有人資料所需的任何同意，或
 - 本行或滙豐集團成員就金融罪行或相關風險產生懷疑。

本行可能：

- (1) 未能向戶口持有人提供新服務或繼續提供全部或部分服務，並保留終止本行與戶口持有人關係的權利；
- (2) 作出所需行動讓本行或滙豐集團成員符合合規責任；及
- (3) 若本地法律許可，封鎖、轉移或結束戶口持有人的戶口。

另外，如戶口持有人未有按要求從速提供戶口持有人或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本行可自行判斷有關戶口持有人或該關連人士的狀況，包括戶口持有人或關連人士需否向稅務機關申報。本行或其他人士可能被要求扣起任何稅務機關要求的金額，並支付有關金額予適當的稅務機關（包括但不限於就外國賬戶稅務合規法案的任何扣繳）。

資料保障

- (viii) 不論資料在所在司法管轄區或海外處理，跟據資料保障法例，戶口持有人資料受嚴格保密及保安守則保障，所有滙豐集團成員、其僱員及第三方均受該守則約束。
- (ix) 跟據有關資料保障法例，戶口持有人有權要求獲取本行可能持有的某類個人資料的副本，並要求更正該等資料的任何錯誤。
- (x) 戶口持有人有權要求查閱及更正任何個人資料，或要求個人資料不被用作直接促銷用途。任何有關要求可以書面向香港上海滙豐銀行有限公司澳門分行提出，地址為澳門南灣大馬路639號或澳門郵政信箱476號。除非適用法律及法規容許或規定本行須拒絕該等要求，否則本行會符合該等要求。

(c) 金融罪行風險管理活動

- (i) 金融罪行風險管理活動包括：(1) 審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何戶口持有人或替戶口持有人收取或支付的款項；(2) 調查款項的來源或預定收款人；(3) 組合戶口持有人資料和滙豐集團持有的其他相關資料；及(4) 對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認戶口持有人或關連人士的身分及狀況。
- (ii) 本行及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理戶口持有人的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對戶口持有人或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟進行金融罪行風險管理活動相關的任何損失，本行及任何滙豐集團成員無需向戶口持有人或第三方負責。

(d) 稅務合規

戶口持有人承諾自行負責了解及遵守戶口持有人在所有司法管轄區有關及因開立及使用戶口或由本行或滙豐集團成員提供的服務引起的稅務責任（包括繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。各關連人士亦以其關連人士身分為自身作出相同承諾。某些國家的稅務法例具跨領域效用，不論戶口持有人或關連人士的居籍、住處、公民身分或成立地方。本行及任何滙豐集團成員均不提供稅務意見。本行建議戶口持有人尋求獨立法律及稅務意見。戶口持有人在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用戶口及本行或滙豐集團成員提供的服務的稅務責任，本行及任何滙豐集團成員均無需負責。

(e) 雜項

- (i) 本第1.17條的條文與下列各項如有任何衝突或不一致，概以本第1.17條為準：
 - (1) 戶口持有人與本行之間的任何其他協議；或
 - (2) 規管任何其他服務、產品、業務關係或戶口的條文。
- (ii) 本第1.17條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本第1.17條的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

(f) 終止後繼續有效

即使戶口持有人、或本行或滙豐集團成員終止對戶口持有人提供任何服務或戶口持有人的任何戶口結束，本第 1.17 條繼續有效。

1.18 (適用於商業戶口)

如戶口持有人或戶口持有人的股東（不論直接或間接、法律上或實益擁有）為一家公司，並成立於允許發行不記名股份的國家，戶口持有人確認及保證其或該股東均未有發行任何不記名股份，並進一步承諾其或該股東均不會在未經本行事先書面同意下，以不記名方式發行股份或將其或該股東的（視乎情況而定）任何股份轉換成不記名股份。

1.19 本行可隨時將其在本文條款中的任何或所有權利及責任轉讓或轉移予任何人士，而無需獲得戶口持有人同意。除非本行事先書面同意，戶口持有人不得將其任何權利或責任轉讓或轉移予任何人士。

1.20 本條款受澳門特別行政區法律所管轄，並按其詮釋。

2. 澳門幣及港幣往來戶口

2.1 支票簿

支票簿必須時刻妥為保存，如有需要，應予鎖藏，以免被人非法盜用。

2.2 支票

在開戶時戶口持有人將獲發一本支票簿。

支票應以戶口所屬的貨幣，亦即澳門幣或港幣簽發。

如已簽署的支票或支票簿遺失或被竊，戶口持有人應立即以書面通知本行。

如以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。

在申領支票簿時，戶口持有人可先填妥並簽署附於支票簿內的申請表，遞交或以本行接納的方式交回本行，惟本行亦可視乎情況而拒發支票簿。

本行在收到領取支票簿的申請後，將按本行紀錄上所示地址以郵寄方式將所需的支票簿送交戶口持有人。如因任何遞送方式而引致任何延誤或遺失，本行毋須負責。

戶口持有人在收到新支票簿後，應在簽發前核對支票上印示的序列號碼、戶口編號及戶口持有人姓名，並核對支票數目。如有不合規格情況，應立即通知本行。

戶口持有人在簽發支票時應小心謹慎，以確保其準確性，並同意不使其簽發的支票有機會被人塗改或作出詐騙或偽冒行為。在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使難以加插文字或數字。在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫。

所有支票必須以不能擦掉的墨水或原子筆以中文或英文填寫，支票的簽名式樣必須與本行紀錄內的印鑑相同。

支票如有塗改，必須由發票人全簽證實。戶口持有人明白如支票上有不易察覺的塗改而引致任何損失，本行毋須對此負責。

2.3 退票

本行保留權利拒付因戶口存款不足、有技術性錯誤或任何其他問題的支票，並收取有關的服務費。

2.4 止付指示

戶口持有人只能在支票未支付之前，以書面指示（須為可由本行鑑定其真偽者）通知開戶分行，並清楚說明有關支票的號碼，方能取消（止付）支票。有關的闡釋如下：

- a. 如戶口持有人能提供有關支票的號碼及其他資料，本行不負責確保該等其他資料與憑號碼辨認的有關支票的資料相符；
- b. 如戶口持有人只能提供有關支票的其他資料而非有關支票的號碼，本行並無責任採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任；及
- c. 如本行無法鑑定戶口持有人取消（止付）支票指示的真偽（不限於電話或傳真指示），本行並無需要（責任）採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任。

如本行無法鑑定戶口持有人給予本行取消（止付）支票指示的真偽，無論本行有否執行該指示，戶口持有人應立即以書面或以本行能鑑定該指示真偽的方式向本行確認該指示。本行只須執行經核證的指示。如該指示為不正確（錯誤）、虛假（偽造）、不清楚（模稜兩可）者，即使本行已執行該未經核證的指示，亦毋須承擔任何責任。

3. 其他外幣往來戶口

- 3.1 澳門幣 / 港幣以外的往來戶口不獲發支票簿。
- 3.2 提款指示應以書面或經海外銀行以核證電報或電傳發出。
- 3.3 戶口結餘並無利息。
- 3.4 外幣往來戶口不可簽發現金支票。

4. 證券戶口 / 投資服務戶口

- 4.1 戶口持有人同意本行在代其購入或出售任何證券或其他資產時，可以接受任何有關的經紀、包銷商或基金公司給予的回佣或回扣。
- 4.2 戶口持有人同意本行可酌情決定由本行或其代理人持有戶口內的證券或其他資產。

5. 電話理財服務條款

5.1 除非文義另有所指，否則下列詞語在本條款文內的意義如下：

「申請人」指本申請表所述的第一 / 獨立申請人及 / 或聯名申請人。

「客戶」指簽署本申請表的人，或如簽署本表格的人超過一位，則指其中一位或多位；為免存疑，「客戶」亦包括「申請人」。

「個人密碼」指目前為識別以電話向本行作出口頭指示的申請人身份而為申請人設定的代號。

「指定轉賬受款戶口」指目前申請人為收取因有關服務所存入的款項而指定的在本行保持的戶口。

「指定轉賬付款戶口」指目前申請人為提取有關服務所需提取的款項而指定的在本行保持的戶口。

5.2 本行提供的電話理財服務（「服務」）範圍包括；

- (a) 查詢申請人附有該服務的戶口的結餘。
- (b) 在申請人附有該服務的戶口間互相轉賬。
- (c) 由申請人附有該服務的戶口，按預先決定的指定轉賬受款戶口的轉賬限額，轉賬至指定轉賬受款戶口。
- (d) 由指定轉賬付款戶口，按預先決定的指定轉賬限額，轉賬至申請人的附有該服務的戶口；
- (e) 將戶口內投資組合中的到期定期存款續存或作其他處理（這項服務只適用於戶口基本賬戶）；
- (f) 外匯買賣交易；
- (g) 辦理本行指定的各類戶口紀錄更改事宜；及
- (h) 本行不時推出的其他種類的銀行或投資服務。

5.3.1 本行獲授權按申請人的電話指示（「電話指示」）提供服務，為此，客戶同意：

- (a) 本行獲授權按本行相信及係由申請人利用本行指定給申請人的個人密碼以及申請人為此目的而更改的任何號碼（「個人密碼」）發出的電話指示而辦事，對於本行於誠意而按未經授權人士的電話指示辦事，本行將毋須負責任。此外，對於報稱以申請人名義而發出電話指示人士身分，本行亦無責任進行鑑別。
- (b) 申請人無論何時均應負責將個人密碼嚴格保密。如遺失個人密碼或知道個人密碼已落於未經授權人士手，應立即通知本行；
- (c) 客戶應確保其賬戶內已有足夠款項或已有預先安排信用貸款以進行其電話指示或其他指示，如因款項不足及 / 或信用貸款不足以致無法執行該指示，本行對於因此而引起一切後果，概不負責。倘本行有鑑於款項 / 信用貸款不足但仍決定執行該指示，本行可在事前未經客戶批准或未通知客戶的情況下，依然按該指示辦事，惟客戶得負責由此而引起透支，墊支或信貸；
- (d) 凡本行根據電話指示而作出的任何匯款或利率報價均屬參考性質，除非本行確認該報價乃作為交易用途，否則本行毋須按該報價交易。倘使用電話理財服務客戶接納該確認匯款或利率，則須按該確認報價交易；儘管本行可能在同一時間透過其他途徑作出不同的匯款或利率報價，客戶亦不能要求按其他報價交易；
- (e) 對於不論全部或部份由於本行無法控制情況，包括儀器失靈或故障而導至本行不能執行申請人電話指示，本行概不負責。無論任何情況下，客戶因本行執行或未有執行其電話指示而引致或與此有關任何間接損失或因此而引起損失，本行亦概不負責；
- (f) 除因本行蓄意違約外，客戶得負責賠償本行隨時可能面對或引起一切法律行動、訴訟、索償、損失、損毀、費用及開支或因此蒙受損失，不論此等行為是直接或間接源自或關乎本行接納電話指示及執行或未有執行該等指示，此等責任在戶口終止後仍然生效；
- (g) 指定轉賬付款戶口簽署指示必須為獨立簽署有效，倘客戶不遵照此項規定，本行保留權利在本行認為適當時終止服務；
- (h) 申請人按一般條款發出電話指示之權利，無論何時均須視本行決定而定，本行並得隨時撤銷此項權利而毋須事先通知客戶；
- (i) 客戶須受對於與服務有關各類戶口作出規限特別條款及一般條款（如本申請表所載）約束。倘特別條款及一般條款與本條款互相抵觸，則以本條款為準；
- (j) 本行將對一切電話通訊進行錄音，並會在若干情況下予以監聽，以求改進服務水平。根據電話指示執行的交易如有任何錯誤或遺漏，客戶須於交易日九十天內通知本行；及
- (k) 本行將保留上述電話通訊的錄音帶不超過十二個月。此期限過後，如有任何關於以前交易的問題發生，本行有權單以書面交易紀錄為根據。

5.3.2 申請人應將本行根據申請人電話指示執行交易詳情通知指定轉賬受款戶口及指定轉賬付款戶口持有人。本行將不負責代客發出此等通知。

5.3.3 本行保留權利隨時在認為適當時徵收服務費及 / 或其他收費。

5.3.4 客戶如超過一人，按本文所載條款規定；(i) 每名客戶債務及責任均屬共同及個別承擔；(ii) 有關客戶提述，按文義所需，應視為對每名客戶提述；(iii) 每名客戶均受約束，不管任何其他擬受本條款約束客戶或人士並不受約束；(iv) 本行有權與個別客戶獨立處理任何事宜，包括任何程度上的債務解除，而不影響其他客戶的債務。

5.3.5 本行保留權利在本行絕對酌情認為合適的情況下，不時增加、刪除或更改服務範圍及本文所載任何條款，而本行須通知客戶該等修訂。通知如以郵寄方式發出，於本行按客戶向本行最後報稱的地址郵寄後五日被視為客戶已收到通知。如客戶在該等修訂生效後繼續使用服務，客戶將被視為同意該等修訂。如客戶表明不同意任何本行作出的修訂，本行保留權利立即終止提供服務。

5.3.6 本文所載條款受澳門法律所管轄，並按澳門法律詮釋。

注意：中英文本如有歧異，須以英文本為準。

由香港上海滙豐銀行有限公司發刊出