The Hongkong and Shanghai Banking Corporation Limited, Macau Branch

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 relationships may arise, such as bailor and bailee when items are held in safe custody, according to the banking services provided by the Bank.

1.2 If the account holder comprises of more than one person:
   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 Banks rights, powers and remedies against any other such persons;
   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, including, without limitation, instructions to close the account unless otherwise agreed with or stipulated by the Bank. 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 accepted by each and all of them and accordingly, such terms and conditions will be binding on each and all of such account holders; and
   e. in respect of a forward date transaction, the Bank will take the instruction last received by the Bank before it effects the same in its normal course of business as the final instruction received from the account holder regarding the same.

If the account holder is a corporation, association, or the likes, the Bank is authorised to, in its sole discretion, provide any information on or relating to the account to any one or more of the directors, or such other persons of whom the Bank is satisfied as being members of the governing body of the account holder as the case may be irrespective of whether such persons are authorised signatories and if they are, irrespective of their signing authority under the account.

The Bank reserves the right to charge an administrative fee for the provision of the said account information.

1.3 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 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 agents) (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.

1.4 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.

1.5 In the course of providing its services, the Bank (or its agent) may need to (but shall not be obliged to) record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank (or its agent) in relation to such services. The Bank reserves the right to destroy these recording after such period of time as it considers prudent.
1.6 The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.

1.7 Where 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 30 months, 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 date for the authorisation.

1.8 An account holder should ensure that all cheques and other monetary instruments (collectively "Items") deposited with the Bank using any means or channels offered or accepted by the Bank are on the face thereof in order before depositing the same with the Bank, including, without limitation, that they are appropriately dated and signed, with the amounts in both words and figures matched. Where the account holder is required to advise, complete or enter details of the Items when depositing the same with the Bank, the account holder agrees that it is the account holder's sole responsibility to ensure that such details being advised, completed or entered by the account holder are accurate and complete and that the Bank is entitled to rely upon the same in issuing receipts. Such receipts issued shall for all purposes be issued subject to subsequent verification by the Bank in its normal course of business. In the event of any discrepancy between the receipts and the outcome of the Bank's verification, the outcome of the Bank's verification shall be final and binding on the account holder and the Bank shall be entitled to adjust the accounts accordingly by debiting or crediting the same as the case may be. All inward remittances, cheques and monetary instruments are accepted for deposit into an account subject to final payment and the Bank is entitled not to make the proceeds available until they have been cleared. The Bank reserves the right to charge the accounts concerned with the appropriate amounts if, for whatever reasons, any cheques and monetary instruments shall subsequently be returned unpaid or partially paid or where the remittance amounts are not eventually received.

1.9 The account holder as beneficiary of any standing instruction agrees that any credit to an account pursuant to a standing instruction is subject to final payment by the transferor and the Bank reserves the right, and the account holder authorises the Bank, to reverse such credit if the standing instruction is subsequently returned unpaid due to condition of the transferor's account (e.g. insufficient funds in the transferor's account).

1.10 Account statements are provided at monthly intervals, unless otherwise requested. No account statement will be provided if an account registers no transactions for the relevant period.

The account holder agrees to examine each statement of account provided by the Bank to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person (the "Errors").

The account holder also agrees that the statement of account shall, as between the Bank and the account holder, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days after:

a. personal delivery of such statement of account to the account holder if it is personally delivered; or
b. the Bank has posted such statement of account if the statement of account is sent by post; or
c. the Bank has emailed such statement of account if it is sent by email; or
d. the Bank has placed such statement of account in the Personal Internet Banking Profile of the account holder if it is made available therein; or

1.11 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, SAE, 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.

1.12 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.

1.13 The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between joint account holders, authorised signatories or directors (where the account holder is a company). In addition, the Bank reserves the right to suspend the operation of all or any accounts of the account holder until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that:

a. it holds no valid account mandate; or
b. the account holder (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).

1.14 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.

1.15 In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Macau, the account holder:
a. acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules and the USD Operating Procedures referred to therein (as the same may be modified from time to time);
b. agrees that the Macau Monetary Authority shall not owe any duty or incur any liability to the account holder or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Macau Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
   (i) anything done or omitted to be done by the Macau Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System, Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US dollar clearing facilities or any such member) of the US Dollar Clearing House or the US dollar clearing facilities or any part of any of them;
   (ii) without prejudice to (1) above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein (as the same may be modified from time to time).

1.16 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the deposit account holders of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:

   (i) In accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the deposit account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the deposit account holder, and subject to having recourse to the deposit account holder in the event of dishonour. The purchase of cheques may subject to the condition that the proceeds credited to the deposit account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be specified in the credit advice to be sent to the deposit account holder in confirmation of the transaction.

   (ii) Where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the deposit account once payment is received from the bank abroad.

   (iii) In the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the deposit account with the value of the cheque as calculated using the Bank's prevailing selling rate or the original buying rate, whichever is higher, plus any charges.

   (iv) Overseas charges (if any) will be debited to the deposit account under advice to the deposit account holder.

   (v) Cheques received after the relevant cut-off times set by the Bank from time to time will be processed in the next business day. The reference to "business day" means a day, other than a Saturday, Sunday or public holiday, on which Banks are open for general business in Macau.

1.17 Whenever the account holder requests the Bank to effect a telegraphic transfer ("TT") or an interbank funds transfer ("RTGS"), whether via the branch offices of the Bank, the Phonebanking Service, the Bank's Internet banking services or other channels or means offered by the Bank at any time and from time to time, the following terms shall apply unless otherwise specified:

   a. The Bank reserves the right to effect an instruction as 'TT or RTGS according to its routing arrangement;

   b. The Bank is at liberty to send the TT / RTGS either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received;

   c. In the absence of specific instructions to the contrary, the TT / RTGS will be effected in the currency of the country in which payment is to be made;

   d. While the Bank will endeavour to give effect to the account holder's requests regarding charges relating to the TT / RTGS, the account holder understands that the Bank has discretion regarding its own charges. Where the account holder has requested to pay overseas charges or other bank's charges, the Bank will communicate such request but whether the beneficiary can receive the full amount of the TT / RTGS will depend on the practice adopted by the correspondent bank and/or beneficiary bank involved, which is beyond the Bank's control and the Bank cannot be held responsible or liable for the same;

   e. The Bank reserves the right to draw the TT / RTGS on a different place from that specified by the account holder if operational circumstances so require;

   f. Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the TT / RTGS on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the account holder's account;

   g. Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country of the correspondent and/or destination banks;

   h. if a TT / RTGS is to be processed on a particular date, this processing date should be clearly specified by the account holder when the TT / RTGS application is submitted to the Bank unless otherwise specified by the Bank;

   i. Applications for same day value are subject to cut-off times related to the geographical location of the destination and/or the funding arrangement requirements of the settlement banks. This may mean that the account holder's account will be debited before the value day and the Bank will not be responsible for any interest expense or loss as a result;

   j. The Bank is not responsible to advise the account holder of:
      - any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The account holder is strongly advised to make his own enquiries;
      - any charges which may be imposed by overseas bank or other bank and shall not be liable if such information cannot be provided;
k. Where payment is to be made in favour of a beneficiary not maintaining an account with the Bank's overseas Group Office or its agents, the Bank or its agent reserves the right to make payment by a means other than TT / RTGS in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible to advise the account holder of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agent;

l. The Bank reserves the right not to accept or otherwise reject an application for a TT / RTGS without giving reasons:

m. Where the Bank has accepted a TT / RTGS application, it reserves the right not to process the TT / RTGS, with or without notice, if it is of the opinion that:
   - there is insufficient available funds; or
   - the information given is incorrect, incomplete or is not sufficiently clear; or
   - the processing thereof will be in breach of any applicable laws or regulations; or
   - the account holder has specified additional instructions to the TT/ RTGS which are not provided for by or otherwise acceptable to the Bank.

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

n. To comply with regulatory and/or international guidelines concerning anti-money laundering and anti-terrorist financing activities, in processing a TT / RTGS, the Bank may be required to disclose the personal data or other customer information of the account holder, including without limitation the originating account number (where applicable) and the account holder's name, address and other unique reference (such as date of birth or number of personal/corporate identity document) and the account holder hereby authorises the Bank [and any correspondent bank(s) involved] to make such disclosure to any correspondent bank(s) involved, the payee or other appropriate authorities as the Bank (or, as the case may be, any such correspondent bank) considers appropriate, and

o. Any stop payment instruction received by the Bank will be processed by the Bank on a commercially reasonable effort basis only and the Bank cannot guarantee that such stop payment instruction can be successfully executed. The result of any stop payment instruction cannot be confirmed at the time of the account holder placing the stop payment instruction (whether or not at that time the account holder's account has already been debited) due to the time lapse between the receipt and processing of such stop payment instruction. The Bank will use commercially reasonable endeavours to notify the account holder of the outcome of any stop payment instruction within 24 hours of receipt of such instruction by the Bank. The Bank cannot in any event be held liable for any loss or damage suffered by the account holder or any other person arising out of failure to stop any TT/RTGS notwithstanding receipt of a stop payment instruction by the Bank.

p. **(Applicable to Business Account)**

In the event that the account holder debits any accounts maintained with the Bank to purchase Renminbi ("Debit Account for Renminbi Exchange") to effect Renminbi remittances and/or any other transactions and the account holder cancels the Renminbi remittance/other transaction instructions or the Renminbi remittance/other transaction instructions are rejected and/or returned, the Bank will convert the Renminbi back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the Debit Account for Renminbi Exchange.

The account holder shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.

1.18 Where an account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the account.

Accounts with zero balances for such period of time as determined by the Bank from time to time may be closed by the Bank at the Bank's discretion.

1.19 The Bank may impose service fees, facility fees and/or other charges (including without limitation 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 of such charges is available upon request at any branch of the Bank. The Bank reserves the right to, at any time and without notice, debit any one or more account(s) of the account holder maintained with the Bank for the purposes of settling these service fees, facility fees and/or other charges, irrespective of whether there are sufficient available funds, overdraft or credit facilities in the said account(s) and any overdraft or debit balances resulting therefrom will be subject to the applicable prevailing interest rates and fees.

1.20 The account holder agrees that the Bank may use one or more members of the HSBC Group or other third parties to assist the Bank in providing services to the account holder or fulfilling the account holder's requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to the Bank. Remuneration may also be payable by the Bank to members of the HSBC Group or other third parties where the account holder has been introduced to the Bank by them. Any such payment will not affect the amount of fees and charges payable by the account holder with respect to accounts held with or services rendered by the Bank.

1.21 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:
   a. maintaining the accounts for the account holder;
   b. providing services to or transacting with the account holder; and/or
   c. a breach of any of these Terms and Conditions or any applicable laws and regulations by the account holder.

1.22 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.
1.23 The account holder hereby consents and authorizes, the Bank to, at any time assign or transfer any or all of its rights and obligations hereunder to any person. 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.

1.24 For company incorporated in Hong Kong or registered as an overseas company in Hong Kong, the Bank reserves the right to conduct search at the Companies Registry in respect of such company. Should there be any discrepancy between any search result and the information provided by such company, the Bank reserves the right (including but not limited to) to decline account opening request from such company, or if such company has already opened an account(s) with the Bank, to require rectification of such discrepancy and/or limit the use of, suspend and/or terminate, such account(s).

1.25 The Bank reserves the right to suspend an account if the account holder fails to settle any fees and charges imposed by the Bank. The Bank may also terminate any account with prior notice (save under exceptional circumstances when termination may be made without notice) and with or without cause.

1.26 The account holder accepts that there will be a time lapse between submission of payment application/transaction request involving currency conversion and the processing of such application/request, and the prevailing exchange rates at the time of processing of such application/request (which may vary from the exchange rates at the time of submission) will apply to such application/request. Any exchange rate provided by the Bank at the time of submission of payment application/transaction request is for indication only, the actual exchange rate applicable will be the prevailing exchange rate at the time of processing of such application/request.

1.27 For any currency conversion involving Renminbi which arises out of a cross-border transaction (the "underlying transaction"), unless documentary evidence (including third party documents) is provided which satisfies the Bank that the underlying transaction is a cross-border merchandise trade transaction in accordance with all applicable laws, regulations or guidelines issued by the Macau Monetary Authority (to which the Bank may be subject as an authorised institution participating in the Hong Kong Renminbi business) from time to time, the Bank will not recognise the underlying transaction as a cross-border merchandise trade transaction.

1.28 (Applicable to Personal Account)
For security reasons, the Bank reserves the right to, at any time and without prior notice, delay or not to process any banking instruction not submitted by the account holder in person.

1.29 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Macau Special Administrative Region.

1.30 Collection and Disclosure of Account Holder Information
a. Definitions
Terms used in this Clause 1.30 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" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.
"Personal Data" means any information relating to an individual from which such individual can be identified.
"Services" includes (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, if so included in the application for account opening form or in any other subsequent document, 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 1.30(b) explains how the Bank will use information about the account holder and Connected Persons. The Notice
relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data
(Privacy) Ordinance) that applies to the account holder and other individuals (the "Notice") also contains important information
about how the Bank and the HSBC Group will use such information and the account holder should read this Clause in
conjunction with the Notice. The Bank and members of the HSBC Group may use Account Holder Information in accordance
with this Clause 1.30 and the Notice.

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 1.30 or the Notice.

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) The Bank and members of the HSBC Group may use, transfer and disclose Account Holder Information (1) in connection with
the purposes set out in this Clause 1.30 or Appendix 1 (applicable to Account Holder Information other than Personal Data), (2)
as set out in the Notice (applicable to Personal Data) and (3) in connection with matching against any data held by the Bank or
the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the account holder) ((1)
to (3) are collectively referred to as the "Purposes").

Sharing
(iii) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Account Holder Information to
the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes) and
Appendix I (applicable to Account Holder Information other than Personal Data).

The Account Holder's Obligations
(iv) The account holder 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 1.30, Appendix 1, and the
Notice (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 secrecy law to permit the Bank to use, store, disclose, process and transfer all Account Holder Information in
the manner described in these 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.

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 legally
required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

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
2. PATACAS, HONG KONG DOLLAR AND UNITED STATES 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 unauthorised persons.

2.2 Cheque

A cheque book will be issued to the account holder on opening an account in the currency of Patacas and/or Hong Kong dollars only. Cheques should be drawn in the currency of the account for Patacas and/or Hong Kong dollars only, that is, Patacas or Hong Kong dollars (as the case may be).

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 through the Bank's automated teller machines, internet banking service or PhoneBanking Service (as referred to below), 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.

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 1.30 and those in or governing any other service, product, business relationship, account or agreement between the account holder and the Bank, this Clause 1.30 shall prevail.

(ii) If all or any part of the provisions of this Clause 1.30 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 1.30 in that jurisdiction.

f. Survival Upon Termination

This Clause 1.30 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.

1.31 (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.

1.32 Sanctions (Applicable to Business Account)

a. The account holder represents and warrants that none of the account holder, any of its subsidiaries, any director or officer or any employee, agent, or affiliate of the account holder or any of its subsidiaries is an individual or entity ("Person") that is, or is owned or controlled by Persons that are, (i) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Macau Monetary Authority or any other relevant sanctions authorities (collectively, "Sanctions"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.

b. The account holder undertakes that it will not, directly or indirectly, use the funds in any account or any financing provided by the Bank, or lend, contribute or otherwise make available such funds to any subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person.

2. PATACAS, HONG KONG DOLLAR AND UNITED STATES 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 unauthorised persons.

2.2 Cheque

A cheque book will be issued to the account holder on opening an account in the currency of Patacas and/or Hong Kong dollars only. Cheques should be drawn in the currency of the account for Patacas and/or Hong Kong dollars only, that is, Patacas or Hong Kong dollars (as the case may be).

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 through the Bank's automated teller machines, internet banking service or PhoneBanking Service (as referred to below), 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.

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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.

The account holder agrees that:

a. cheques drawn by the account holder which have been paid may, after having been recorded in electronic or other form as determined by the Institution, be retained by the collecting bank or Macau Clearing House ("MCH") for such period as is stated in the rules relating to the operation of the Clearing House for the related currency and after this, they may be destroyed by the collecting bank or MCH as the case may be;

b. the Institution is authorised to contract inter alia with collecting banks and MCH in accordance with the terms of paragraph (a); and

c. he/she will be bound by the conditions printed on the inside cover of the cheque book and by other conditions in force.

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 instructions (the authenticity of which the Bank must be able to verify) to the Bank 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; and

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 be incorrect (erroneous), false (spurious), unclear (ambiguous).

2.5 Withdrawals of USD Cash

Withdrawals of cash from United States dollar current accounts are not allowed except by the account holder and are subject to seven days' prior notice and availability of the currency in question. No cash cheques may be drawn on a United States dollar current account.

2.6 Depositing items or inward remittances

a. The account holder may deposit cheques or cash (collectively, referred to as the "item") in the currency of the account using any means accepted by the Bank from time to time. Before depositing an item, the account holder will ensure that the item is on its face in order. This includes ensuring that an item is appropriately dated and signed, with the amounts in words and figures matched.

b. The Bank has the right to require the account holder to provide details of an item when depositing it. The account holder will provide accurate and complete details. The Bank is entitled to rely on the details provided by the account holder in issuing a receipt and processing the item. The Bank also has the right to verify any details provided by the account holder after issuing a receipt for the item. If there is any discrepancy between a receipt and the outcome of the Bank's verification, the outcome of the Bank's verification is final and binding on the account holder. The Bank is entitled to adjust the applicable account accordingly.

c. An item or inward remittance may be in Patacas or Hong Kong dollar or any other currency and may include a payment pursuant to the standing instruction of another person. The Bank accepts each inward remittance or item for deposit into an account subject to final payment or clearing. The Bank may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an inward remittance or item is not actually received by the Bank for any reason (including insufficient funds for effecting payment), the Bank has the right to debit the relevant account with the appropriate amount plus any charges.

3. OTHER FOREIGN CURRENCY CURRENT ACCOUNTS

3.1 Cheque books will not be issued for 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 cable or telex sent through bankers overseas.

3.3 No interest is payable on credit balances.

3.4 Withdrawals in foreign currency cash are subject to seven days’ prior notice and availability of the currency in question.

3.5 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 reallowance 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 (applicable to account holder who has subscribed for or otherwise utilises the Bank's Phonebanking Service)

5.1 Definitions
In this Clause 5, unless the context otherwise requires:

"Account" means any account maintained with the Bank for the time being to which funds are credited using the Phonebanking Service.
"Debit Account" means any account maintained with the Bank for the time being from which funds are debited using the Phonebanking Service.
"Debit Accountholder" means each account holder of a Debit Account, including for the avoidance of doubt the account holder.
"Phonebanking PIN" means the PIN designated specifically for or otherwise accepted by the Bank for use with Phonebanking Service.
"Phonebanking Service" means the services offered by the Bank through which an Authorised Phonebanking Service User can utilise to access and/or operate an account holder's account(s) and card(s) and to enjoy such banking and other services as shall be offered thereunder from time to time,

5.2 Service Scope

The Bank will from time to time determine or specify the scope and features of the Phonebanking Service and to modify, expand or reduce the same at any time and from time to time with or without notice. Where such notice shall, in the sole discretion of the Bank, be given, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, the use of direct mailing material, advertisement or branch display.

5.3 Limitations on Liability and Indemnity

The Bank is authorised to act on the instructions of each Authorised Phonebanking Service User given by telephone ("telephone instructions"). Each Authorised Phonebanking Service User and Debit Accountholder agrees that:

a. the Bank is authorised to act on any telephone instructions which the Bank in its sole discretion believes emanate from the Authorised Phonebanking Service User by the use of the Phonebanking PIN and the Bank concerned shall be liable for acting in good faith from telephone instructions which emanate from unauthorised 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 Authorised Phonebanking Service User;

b. the Authorised Phonebanking Service User shall undertake to keep the Phonebanking PIN strictly confidential at all times and that shall include, without limitation, not disclosing the Phonebanking PIN to any third party under any circumstances or by any means whether voluntarily or otherwise and not to keep any written record of the Phonebanking PIN in any place or manner. The Authorised Phonebanking Service User shall report to the Bank immediately upon losing the Phonebanking PIN or realising it has fallen into the hands of any unauthorised party;

c. the Authorised Phonebanking Service User and each related Debit Accountholder 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 Authorised Phonebanking Service User or the Debit Accountholder and the Authorised Phonebanking Service User and each Debit Accountholder shall be responsible for the resulting overdraft, advance or credit thereby created;

d. any exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction. Such confirmed exchange rate or interest rate, if accepted by the Authorised Phonebanking Service User through the Phonebanking Service, shall be absolutely binding on the Authorised Phonebanking Service User and the Debit Accountholder 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 Authorised Phonebanking Service User or any Debit Accountholder 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 Authorised Phonebanking Service User or any Debit Accountholder for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the Authorised Phonebanking Service User's telephone instructions;

f. the Authorised Phonebanking Service User and each Debit Accountholder 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 wilful default of the Bank and such indemnity shall continue notwithstanding the termination of the Phonebanking Service or any account(s), card(s) or banking service(s) accessible via the Phonebanking Service;

g. the Authorised Phonebanking Service User'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;

h. all Authorised Phonebanking Service Users shall be entitled to use the Phonebanking Service singly irrespective of their signing authority under the Debit Account(s), the Credit Account(s) and any other account(s) concerned;

i. the account holder shall notify the holder(s) of the Credit Account(s) and the Debit Account(s) or such other account(s) not being Credit Account(s) but to which the Authorised Phonebanking Service User has transferred money using the Phonebanking Service of the details of the transactions performed pursuant to telephone instructions given by the Authorised Phonebanking Service User. The Bank shall not be responsible to the Authorised Phonebanking Service User or any other person for giving any such notice;

j. if there is more than one Authorised Phonebanking Service User in respect of an account or a card, then under the provisions herein (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Authorised Phonebanking Service User shall be construed, as the context requires, to any or each of them, (iii) each of them shall be bound even though any other Authorised Phonebanking Service User or any person intended to be bound hereby is not, and (iv) the Bank shall be
entitled to deal separately with an Authorised Phonebanking Service User on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Authorised Phonebanking Service User;

k. the Authorised Phonebanking Service User understands and acknowledges that telephone instructions may not necessarily be processed by the Bank immediately or on the same day of the giving of such telephone instructions due to system constraint or the banking procedures of the Bank. The Authorised Phonebanking Service User agrees that the Bank shall not be held responsible to the Authorised Phonebanking Service User or any other person for effecting such telephone instructions at a later time and the Bank's decision as to when to effect the said telephone instructions shall be final and binding on the Authorised Phonebanking Service User; and

l. an accountholder shall notify the Bank should a Debit Account be converted to a joint account with joint signing mandate and the Bank reserves the right to exclude such an account from the Phonebanking Service.

m. 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

n. the tapers 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.

5.4 Rights of the Bank
a. The Bank reserves the right to impose service fees and/or other charges from time to time in relation to this Phonebanking Service as the Bank shall in its absolute discretion think fit.

b. The Bank reserves the right to at any time suspend or terminate the Phonebanking Service with or without cause and with or without notice.

5.5 Other Applicable Terms
All agreements, terms and conditions governing the respective accounts, cards, services and products offered under or otherwise covered by the Phonebanking Service at any time and from time to time will continue to apply unless otherwise advised by the Bank. In the event that such agreements, terms and conditions are inconsistent with this Clause 5, the provisions set out in this Clause 5 will prevail to the extent of the inconsistency.

6. DROP & GO COUNTER SERVICE (applicable to account holder who uses the Bank’s Drop & Go Counter Service)
6.1 Service
a. The Drop & Go Counter Service allows the account holder to conduct certain banking transactions by submitting the applicable documents and relevant items at designated "Drop & Go Counters" of the Bank for processing by the Bank in accordance with its normal procedures relating to the Drop & Go Counter Service.

b. The account holder must ensure and hereby undertakes that all documents and items submitted under the Drop & Go Counter Service are complete, accurate and duly signed where applicable.

c. The scope of the Drop & Go Counter Service shall be as determined and notified (via such means of communication as the Bank shall decide) by the Bank from time to time and may include, but not necessarily and among other things, the deposit of Patacas or Hong Kong dollar banknotes, coins, and the submission of telegraphic transfer applications.

d. The account holder shall utilise the Drop & Go Counter Service in accordance with its governing terms and conditions and such other instructions, guidelines and directions that the Bank shall issue from time to time.

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

a. the Bank shall accept responsibility for the banknotes, coins and cheques after the Bank has received, checked and verified the same;

b. the Bank will only credit the Deposits into the designated account(s) after the banknote(s), coin(s) and/or cheque(s) concerned have been counted, checked and verified by the Bank in accordance with its practice and which shall be final, conclusive and binding on the account holder; and

c. in case of discrepancy between the amount specified in the pay-in slip and the amount of banknote(s), coin(s) and/or cheque(s) submitted (as counted, checked and verified by the Bank) or if any banknote(s), coin(s) and/or cheque(s) submitted is/are not accepted by the Bank for any reason including, without limitation, in cases where the banknote(s) or coin(s) is/are suspected to be counterfeit, the Bank is only required to credit the amount of banknote(s), coin(s) and/or cheque(s) as counted, checked, verified and accepted by the Bank to the designated account(s) and which shall be final, conclusive and binding on the account holder.

6.3 Others
a. The account holder shall indemnify the Bank against all loss, damages, claims, proceedings, liabilities, costs (including legal costs on a full indemnity basis) and expenses as shall be reasonably incurred or suffered by the Bank arising out of or in connection with the provision of the Drop & Go Counter Service by the Bank and/or the use thereof by the account holder.

b. The Bank shall not be liable for any loss, damages or expenses suffered by the account holder arising from its failure or delay in providing the Drop & Go Counter Service and/or the use of the Drop & Go Counter Service by the account holder including, without limitation, any delay in respect of its processing of the documents and items submitted under the Drop & Go Counter Service, including, without limitation, any delay in the counting, checking, verification and acceptance of the banknote(s), coin(s) and/or cheque(s) submitted or the crediting thereof to the designated account(s) or any partial completion of or failure or inability to act on any of the account holder’s instructions or directions in respect thereof for whatever reasons not due to the Bank’s gross negligence or willful default including for reasons outside the Bank’s reasonable control, The Bank shall not be liable for any loss of profits, or any indirect or consequential loss, damages or expenses.
The following terms supplement Clause 1.30 and relate to the use, store, process, transfer and disclosure of Account Holder Information other than Personal Data. Terms used in this Appendix 1 shall have the meanings set out in Clause 1.30 of these Terms and Conditions.

USE OF ACCOUNT HOLDER INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Account Holder Information (other than Personal Data) may be used are as follows:

a. considering applications for 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 from the account holder and from those providing guarantee or security for the account holder's obligations;

f. conducting credit checks and obtaining or providing credit references;

g. enforcing or defending the Bank's or a member of the HSBC Group's rights;

h. 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);

i. creating and maintaining the Bank's credit and risk related models;

j. ensuring ongoing credit worthiness of the account holder and of those providing guarantee or security for the account holder's obligations;

k. 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;

l. 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;

m. complying with any obligations, requirements or arrangements that the Bank or any branch of 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;

n. 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;

o. meeting any obligations, demand or request from Authorities;

p. 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;

q. maintaining the Bank's or the HSBC Group's overall relationship with the account holder; and

r. any purposes relating or incidental to any of the above.

SHARING AND TRANSFER OF ACCOUNT HOLDER INFORMATION OTHER THAN PERSONAL DATA

The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Account Holder Information (other than Personal Data) to all such persons as the Bank may consider necessary (wherever located) including:

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 and officers, agents, contractors, service providers and professional advisers);

c. any Authorities;

d. anyone 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);

e. any party acquiring an interest in or assuming risk in or in connection with the Services;

f. other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references; and

g. any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the HSBC Group.

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

Issued by The Hongkong and Shanghai Banking Corporation Limited
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 如戶口持有人屬數人，則：
   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，本行均獲授權以不同形式及方式及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章程及條款或其他規管戶口的章程及條款約束，即使 (i) 任何其他人仕或任何其他擬受此等章程及條款約束但並未受約束的人仕；(ii) 由於疏忽、誠信或其他原因（無論本行是否得悉有關不足）令此等章程及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或 (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筆寫並署名作戶口，本行獲授權履行任何一名此等戶口持有人所為的行為；
   e. 若本行就某筆消費或交易作出任何規限，本行可全權酌情向任何一名或多名董事，或令本行信納作為戶口持有人管治機構成員的其他人士生產有關的指示，包括但不限於結束戶口的指示，除非本行另有特別規定。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章程及條款，則該名及全部戶口持有人已適當接納該等章程及條款，並因而接受該等章程及條款約束；及
   f. 若戶口持有人為一間法團、協會或類似組織，本行獲授權全權酌情向任何一名或多名董事，或令本行信納作為戶口持有人管治機構成員的其他人士生產有關的指示，包括但不限於結束戶口的指示，除非本行另有特別規定。

1.3 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所有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，無論該等債務為實有、現有、將有、或延長、或有，或基本性、獨特性、聯同性或其他（合稱「戶口持有人的總負債」）。

1.4 戶口持有人應以本行不時規定或接納的方式，包括但不限於以書面、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，指令或通訊。

1.5 在提供銀行服務的過程中，本行（或其代理人）可能需要（但無義務）以錄音記存戶口持有人的口頭指示或戶口持有人與本行（或其代理人）在該服務過程中的任何對話。本行保留其在為適當的一段時間之後將該等記錄銷毀的權利。

1.6 戶口持有人應確保透過使用本行提供或接納的任何方式或渠道存入本行的所有支票及其他貨幣工具（統稱「票據」）在存入本行之前依次列於票面上，包括但不限於票據應填妥日期及簽署，大寫金額與數字金額須相符。若戶口持有人按要求需在將票據存入本行之時，戶口持有人同意全權負責確保其告知、填寫或輸入的該等詳情準確完整，且本行有權在開具收據時倚賴該等詳情。所開具的收據就所有目的而言須經本行隨後在其正常營運過程中核實後方可發出。若收據與本行的核實結果不符，本行的核實結果為最終決定，並對戶口持有人具約束力，且本行有權透過
1.9 作為常行指示受益人的戶口持有人同意,根具常行指示的任何入賬,須視乎最後付款,並同意若因轉讓人戶口資金不足而被退回,本行保留權利,不提供所得收益。如任何支票及貨幣工具隨後退回,或匯款金額最終未收到,則無論其原因為何,本行保留於有關戶口內照數扣取適當款項的權利。

1.10 除非另有另行要求,否則本行每月提供戶口結單。若戶口在有關期限內全無進支記錄,戶口結單將不予提供。

1.11 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,包括但不限于地址、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、電郵、傳真、電子信件或其他方式)。

1.12 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(無論是澳門元、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。

1.13 如聯名戶口持有人、獲授權簽署人或董事(若戶口持有人為一間公司)之間出現任何爭議,本行有權將所持有的任何董事、股東、合夥人、控制人、法律前身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。凡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,均被視為已正式送達至戶口持有人,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確實送達至戶口持有人,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更多通訊。戶口持有人可書面要求本行編製提供戶口結單及/或戶口交易證明文件的副本,而本行可能須就该项服務收取手續費。

1.14 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。

1.15 有關由在澳門建立的美元結算系統結算或交收的以美元計值的任何銀行交易,戶口持有人:

a. 本行無須作出任何付款通知;或
b. 本行將戶口持有人於任何時候下可隨時向戶口持有人的銀行電郵通知戶口結餘之變動。

1.16 接受外幣支票作為交易的付款或結算方式可能涉及風險。一些國家設有處理有關結算或託收的支票之法例,即使已經結算並已支付給收款人亦有權將支票退回。例如,於美國銀行開立的支票,付款銀行如有發現該支票為以欺詐手段簽發、背書或篡改,將有權要求收款人退還款項。如為美國國庫支票,可能不設退款期限。本行有權要求存款戶口持有人退還任何被退回或需退款支票的款項。不論該支票是託收票或是由本行購買,此追索權在上述退款期限內均為有效。本行在接受存入任何外幣支票時須受以下章則及條款的規限:

(i) 在承兌於海外銀行開立的支票時,本行保留決定購買及託收其中任何支票的權利。如本行購買支票,本行會立即將款項存入存款戶口並寄發通知書給存款戶口持有人;如被退票,本行會向存款戶口持有人追回有關款項。此外,本行於購買支票時,應考慮海外銀行結算有關支票所需的時間,並視乎情況而規定客戶必須在支票存入其戶口後的一段時間,才可提取有關款項。為確認此項交易,本行會在寄給存款戶口持有人的存款通知書中加以註明。

(ii) 本行有權根据國際商會刊物第522號所載的規則辦理,待海外銀行支付支票款項後,才會將有關款項存入存款戶口。

(iii) 本行有權要求存款戶口持有人在收到本行通知後指定的時間內交付出支票款項的全數,此款項可於銀行結算時間後存入有關戶口。

(iv) 如資金出現不足,本行會於當日通知存戶支取有關款項,並發出通知書給存款戶口持有人。

(v) 如於本行不時訂定的截數時間後收到的支票,將於下一營業日處理。
除非另有声明，否则下列条款适用于户口持有人向本行发出的电汇（"TT"）或跨行转账（"RTGS"）的申请，不包括本行的分行、电话理财服务、本行的网上理财服务或其他不时提供的其他渠道或方式作出：

a. 本行保留根据其发送安排办理电汇或跨行转账指示的权利；

b. 本行可自由使用文字或密码发送电汇/跨行转账，如在传输信息时发生任何遗失、延误、错误、遗漏或损坏，或于接收时有所误解，本行毋须就此承担任何责任；

c. 除非另有相反指示，否则电汇/跨行转账将由作出付款所在国家的货币执行；

d. 本行将竭尽全力就电汇/跨行转账的有关收费执行户口持有人的申请，但户口持有人应了解本行仅就其自身的收费拥有酌情决定权。如户口持有人请求支付海外或其他银行的收费，本行将传达该请求，但受益人能否收到电汇/跨行转账的全数付款将取决于有关代理银行及/或收款银行采用的付款惯例，非本行所能控制。本行毋须为此负责任或承担法律责任；

e. 如因操作情况所需，本行保留于户口持有人指定地点以外的其他地点支付电汇/跨行转账的权利；

f. 如本行未能提供一个确定的汇率报价，则本行会根据临时汇率办理电汇/跨行转账，并在确定实际汇率时作出调整。任何临时汇率与实际汇率之差额，须在户口持有人的户口中扣除/归还（视情况而定）；

g. 本行之电汇部于本行不时订定的截数时间之前收到的申请不可于同日处理。此外，本行只会在能够提供有关服务的情况下能处理有关申请，包括但不限于货币结算系统以及代理银行及/或目的地银行所在地的可用情况；

h. 如电汇/跨行转账将于指定日期办理，户口持有人应在向本行提交的电汇/跨行转账申请书中明确指明此办理日期，除非本行另行指示；

i. 即日收款的电汇/跨行转账申请，须受目的地所在地区的截数时间及/或结算银行的资金安排要求之限制。如因该等规定而引致户口持有人的户口于收款日之前被扣除付款金额，本行毋须对由此引起的任何利息开支或损失承担责任；

j. 本行不负责告知户口持有人以下方面：

 - 办理付款所在国家的当地法律或规定所订明的任何外汇管制或类似限制，亦毋须就因付款受该管制及限制所引致的任何损失或延迟承担责任，强烈建议户口持有人自行了解有关规定；
 - 海外银行或其他银行可能订明的任何收费，亦毋须就不能提供该等资料而承担责任；

k. 如受益人并无在本行的海外集团办公室或其代理银行开立账户，本行或其代理银行保留根据海外银行所在地的常规或认可的银行惯例，透过除电汇/跨行转账以外的方式作出付款的权利。本行概不负责向户口持有人告知使用其他方式，如因采用该方式而引致延误付款且该延误并非本行或其代理银行所能控制，则本行及该代理银行毋须就该延误承担责任；

l. 本行保留不处理或另行拒绝有关电汇/跨行转账的请求，而不需给予任何理由：

m. 除非本行已收取相应的手续费，否则本行将按接收到付款的账户所在地的银行惯例处理有关电汇/跨行转账的申请，包括但不限于货币结算系统以及代理银行及/或目的地银行所在地的可用情况；

n. 本行保留从付款账户内扣除任何费用的权利。

a. 为遵守有关打击洗黑钱和恐怖分子筹款活动的法律及/或国际指引，本行在进行电汇/跨行转账交易时，有可能需要透露有关户口持有人的个人或其他客户资料，包括但不限于户口信息（如适用）和户口持有人的姓名、地址及其他合理的资料（如出生日期或个人/公司身份证明文件）。户口持有人在此授权本行（和任何相关代理银行）向本行（或如适用，任何相关代理银行或任何其他相关代理银行、收款人及任何其他有权限或授权作出此等披露的人）。

b. 本行在收到任何止付指示后，将尽合理努力在合理的商业时间内通知户口持有人止付指示的结果。即使本行收到止付指示，本行亦不会就未能阻止电汇/跨行转账汇出而引致的任何损失或损害负任何责任。

c. (适用於商业户口) 如户口持有人从任何户口持有人在本行持有的户口扣账人民币（"人民币兑换支账户口"）作任汇款交易，本行有权将人民币兑换回原本货币并按本行的现行买入价或原本的卖出价计算（以较低者为准），存入人民币兑换支账户口而毋须给予通知，及本行获充分授权可从人民币兑换支账户口扣除任何费用。户口持有人须独立承担由此引致的所有损失、成本费、支出及任何费用。

1.17 若任何户口在本行不时决定的一段时间内全无进款记录（请联络本行了解不同户口类别的无进款记录时间），本行可限制户口的使用或修改使用户口的条件。

1.18 若任何户口在本行不时决定的一段时间内全无进款记录（请联络本行了解不同户口类别的无进款记录时间），本行可限制户口的使用或修改使用户口的条件。若户口在本行不时决定的期间内户口余额均未为零，本行可自行酌情决定关闭该户口。

1.19 本行有权在任何时候不时向户口收取其认为适当的服务费用、贷款费用及/或其他费用（包括但不限於在任何情况下向有储值的户口收取存款费用）。上述的收费不时适用于所有户口，有关收费的指示可包括但不限于户口频繁支取/交易的指示，本行保留有权随时收取该等费用的权利。如有任何一位或多位户口将被当作有关服务费用、贷款费用及/或其他费用，而该等户口于上述户口内没有足够的货币、存款或信贷融通，而由此而引致的任何债务及贷款损失按当时适用的利率计息及收费。

1.20 户口持有人同意，本行可利用能源集团旗下的其他公司或其他第三方协助本行向户口持有人提供服务或履行户口持有人的要求。该等公司可提供本行的附表中所列之任何服务，包括但不限于向户口持有人提供任何形式的财务报告（无论收费或免费）、担保或以其他方式付款。如户口持有人经能源集团成员或其他第三方介绍予本行，户口持有人同意该等公司/第三方及其业务协议之内容直接由本行决定，而户口持有人对任何该等公司/第三方及其业务协议之内容均不承担任何责任或义务。

1.21 户口持有人需遵守本章则及条款内不时生效的一切有关户口活动或交易的法律和规定，户口持有人需赔偿本行由于以下原因而引致的任何损失、损害、成本费、支出及收费（无论是由各种税项所引致的收费或其他）：
a. 為戶口持有人保存戶口；
b. 對戶口持有人提供服務或進行交易；及 / 或
c. 戶口持有人違反任何章程及條款或任何可適用的法律和規則。

1.22 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服務，本行概不負責。在任何情況下，戶口持有人或任何第三者因本行延遲或無法向戶口持有人提供任何銀行機件或服務而引起或與此相關的任何間接或最終損失，本行概不負責。

1.23 戶口持有人特此同意及授權本行隨時將其在本條則及條款下的權利及義務全部或部分轉讓或轉移給任何人士。除非經本行為事先書面同意，否則戶口持有人不得將其任何權利或義務轉讓或轉移給任何人士。

1.24 對於在香港註冊成立或於香港註冊為海外公司的公司，本行保留權利於公司註冊處進行有關該公司的搜索。如搜索結果與該公司提供的資料有任何不一致之處，則本行保留權利（包括但不限於）不接受該公司的開戶申請，或如該公司已於本行開設戶口，則要求該公司更正該不一致之處及 / 或限制該戶口的使用及 / 或終止該戶口。

1.25 如在本行的合理控制範圍外的因素，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。在任何情況下，戶口持有人或任何第三者因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而引起或與此相關的任何間接或最終損失，本行概不負責。

1.26 對於在香港註冊成立或於香港註冊為海外公司的公司，本行保留權利於公司註冊處進行有關該公司的搜索。如搜索結果與該公司提供的資料有任何不一致之處，則本行保留權利（包括但不限於）不接受該公司的開戶申請，或如該公司已於本行開設戶口，則要求該公司更正該不一致之處及 / 或限制該戶口的使用及 / 或終止該戶口。

1.27 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服務，本行概不負責。在任何情況下，戶口持有人或任何第三者因本行延遲或無法向戶口持有人提供任何銀行機件或服務而引起或與此相關的任何間接或最終損失，本行概不負責。

1.28 對於在香港註冊成立或於香港註冊為海外公司的公司，本行保留權利於公司註冊處進行有關該公司的搜索。如搜索結果與該公司提供的資料有任何不一致之處，則本行保留權利（包括但不限於）不接受該公司的開戶申請，或如該公司已於本行開設戶口，則要求該公司更正該不一致之處及 / 或限制該戶口的使用及 / 或終止該戶口。
• 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 1.30 條或個人資料通知所載作出披露。

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。亦可與本行或滙豐集團任何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可為下列用途使用、轉移及披露戶口持有人資料：(1) 按本第 1.30 條或附錄 1（適用於戶口持有人資料中的非個人資料）所載的用途；(2) 按個人資料通知（適用於個人資料）所載，及(3) 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（(1) 至(3) 綜稱「有關用途」）。

分享
(iii) 本行可因應需要及適當的用途向個人資料通知及附錄 1（適用於戶口持有人資料中的非個人資料）所載的接收者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而使用、轉移及披露該等資料。

戶口持有人的責任
(iv) 若提供予本行或滙豐集團成員的戶口持有人資料不時有任何變更，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。
(v) 戶口持有人或任何關聯人士已獲通知及同意（或在有關時段需獲通知及同意）其己被或可能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）按本行可不時修改或補充的本第 1.30 條、附錄 1 及個人資料通知所載處理、披露及轉移，戶口持有人須通知該等關聯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章則及條款所述方式使用、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護法律或保密法律不時要求的行動，以容許本行如上所述行事。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。

其他責任
(vii) 如：
• 戶口持有人或任何相關人士未有按本行合理的要求從速提供戶口持有人資料，或
• 戶口持有人或任何相關人士拒絕給予或撤回任何本行可為用途（不包括向戶口持有人促銷或推廣產品及服務有關的用途）而處理、轉移或披露戶口持有人資料的任何同意，或
• 本行或滙豐集團成員就金融罪行或相關風險產生懷疑。

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、截獲及調查任何指示、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) 結合戶口持有人資料和滙豐集團持有的其他相關資料；及(4) 對個人或實體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相關人士的身分及狀況。
(ii) 本行及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕付款或清算任何付款、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而蒙受或招致的，不論完全或部分與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均無需向戶口持有人或任何第三方負責。

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）。本行及任何滙豐集團成員不提供稅務意見。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由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。

雜項
(i) 本第 1.30 條的條文與規管任何其他服務、產品、業務關係或戶口的條文或戶口持有人與本行之間的協議之間如有任何衝突或不一致，概以本第 1.30 條為準。
(ii) 本第 1.30 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 1.30 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。

終止後繼續有效
即使戶口持有人、或本行或匯豐集團委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算，本條 1.30 條繼續有效。

1.31 適用為商業戶口

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，並註冊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，並進一步承認如其或該股東發行不記名股份或將其或該股東的任何股份轉換成不記名股份，將立即通知本行。

1.32 制裁（適用作商業戶口）

a. 戶口持有人陳述及保證戶口持有人、戶口持有人的任何子公司、戶口持有人的任何董事或高級職員或任何僱員、代理或附屬公司或戶口持有人的任何子公司的任何董事或高級職員或任何僱員、代理或附屬公司均不是下列人士或實體（「有關人士」），亦不是由有關人士所擁有或控制：

(i) 由美國財政部外國資產管制處、美國國務院、聯合國安理會、歐盟、英國財政部或任何其他有關制裁機構實行或執行的任何制裁（統稱「制裁」）的對象；或
(ii) 有關人士位於、組織於或居住於的國家或地區或其政府是制裁對象，包括但不限於克里米亞地區、古巴、伊朗、北韓、蘇丹及敘利亞。

b. 戶口持有人確認戶口持有人不會直接或間接使用任何戶口內的資金或本行提供的任何融資，或將該等資金貸出、出資或以其他方式向有關人士的任何活動或業務或任何有關人士在任何國家或地區內的任何活動或業務提供資金，而於提供該等資金時該國家或地區或其政府是制裁對象或(i)以任何其他形式導致任何有關人士違反制裁。

2. 澳門幣、港幣及美元往來戶口

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

在開設僅以澳門幣及/或港幣為幣種的戶口時，戶口持有人將獲發一本支票簿。

支票簿必須以澳門幣及/或港幣為幣種的戶口所屬的貨幣，即澳門幣或港幣簽發（視情況而定）。

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。

戶口持有人可在收到領取支票簿的申請後，應在收到支票簿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。戶口持有人在簽發支票時，須將金額大寫及數字在票面適當位置清楚填寫，並盡量緊貼左方位置，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簽名式樣相同。

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。

戶口持有人同意：

a. 由戶口持有人簽發的已支付支票可於以有關機構確定的電子或其他形式錄入後，由代收銀行或澳門票據交易所（「澳門票據交易所」）於相應機構在票據交易所運營方面的規則所述期間保留，其後，可由代收銀行或澳門票據交易所（視情況而定）銷毀；

b. 有關機構獲授權根據(a)段條款與(其中包括)代收銀行及澳門票據交易所取得聯絡；及

c. 其將受印於支票簿封頁內頁的條件及其他現行條件約束。

2.3 退票

本行保留權利因戶口存款不足、有技術性錯誤或任何其他問題的支票，並收取有關退票而衍生的服務費。

2.4 止付指示

戶口持有人只能在支票未支付之前，以指示（須為可由本行鑑定其真偽者）通知本行，並清楚說明有關支票的號碼、方能取消（止付）支票，有關的解釋如下：

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據號確辨認的有關支票的資料相符；

b. 如戶口持有人能提供有關支票的其他資料而未能有關支票的號碼，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（不論於電話或傳真指示），本行並無責任（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。本行只須執行經證實的指示。如該指示為不正確（錯誤）、虛假（偽造）、不清楚（模棱兩可）者，即使本行已執行該未經證實的指示，亦毋須承擔任何責任。

2.5 提取美元現金
除非由戶口持有人提前7天發出通知進行提取且有關貨幣儲備充足，否則概不得從美元往來戶口中提取現金，不得從美元往來戶口中提取現金支票。

2.6 存入票據及入賬的匯款
a. 戶口持有人可經由任何本行不時接受的方式存入戶口所屬的貨幣的支票或現金（以下統稱「票據」），戶口持有人在存入票據前，須確保所報稱的資料正確無誤，包括已在票據填妥日期及簽署。金額的大寫與數字須相符。
b. 當戶口持有人存入票據時，本行有權利要求戶口持有人提供票據的詳細資料。戶口持有人須提供準備與完整的資料，本行有權根據票據持有人提供的資料發出出票據及完成過戶程序。在發出票據之收據後，本行亦有權檢查票據持有人所提供之任何資料。若收據與本行的核數結果不符，本行的核數結果為最終決定，並對戶口持有人具約束力。
c. 票據及入賬的匯款可以澳門幣，港幣或任何其他貨幣，以及包括支付第三方的常行指示。凡已入賬的匯款或票據，仍須待本行收妥款項後方能作實，本行有權在收妥款項後才完成過戶程序，倘仍被扣取之款項或票據之款項基於任何原因(包括餘額不足予發放款項)沒有被本行收妥任何支票及貨幣工具其後退回或其金額最終無法收到，無論任何原因，本行保留於有賬戶戶口中扣取適當款項並加上任何費用的權利。

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 須在提前7天發出通知及在有關貨幣儲備充足的情況下提取外幣現金。
3.5 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買或出倉任何證券或其他資產時，可以接受任何有關之證據、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持有人戶口內之證券或其他資產。

5. 電話理財服務（適用於訂用或以其他方式利用本行電話理財服務的戶口持有人）

5.1 定義
在本第5條中，除非文義另有所指，否則：
本第5條中的「戶口」，不僅包括銀行戶口，亦包括信用卡戶口。
本第5條中的「戶口持有人」，不僅包括銀行戶口的戶口持有人，亦包括持卡人。
「獲授權電話理財服務使用者」指獲戶口持有人授權使用電話理財服務的人士，且應包括戶口持有人。
「持卡人」（包括附屬卡持卡人）指獲本行發行一張或多張信用卡的人士。
「受款戶口」指當其時在本銀行開設的使用電話理財服務向其撥入款項的任何戶口。
「支款戶口」指當其時在本銀行開設的使用電話理財服務從其中扣取款項的任何戶口。
「支款戶口持有人」指支款戶口的戶口持有人，為免生疑問，包括戶口持有人。
「電話理財個人密碼」指為使用電話理財服務而專設或本行另行採納的使用電話理財服務的個人密碼。
「電話理財服務」指本行提供的可令獲授權電話理財服務使用者訪問及／或操作戶口持有人戶口及銀行卡下理財及其他服務的服務。

5.2 服務範圍
本行將不時確定或指明電話理財服務的範圍及特徵及在不論有無通知的情況下隨時及不時修改、擴大及減少服務範圍及特徵。如本行全權酌情決定須發送有關通知，則該通知可以本行認為適當的方式及通訊方法作出，包括但不限於使用直接郵寄材料、廣告或在分行張貼佈告。

5.3 法律責任及責任限制
本行獲授權按照獲授權電話理財服務使用者透過電話發出的指示（「電話指示」）辦事。獲授權電話理財服務使用者及支款戶口持有人同意：
a. 本行獲授權按本行全權酌情認為由獲授權電話理財服務使用者透過電話理財服務使用者憑據所發出的任何電話指示而辦事，對本行基於善意而按未經授權的指示而辦事，本行毋須承擔任何責任。此外，對於報稱以獲授權電話理財服務使用者名義而發出電話指示人士的身分，本行亦無責任進行識別。
b. 擁授權電話理財服務使用者無論何時均應負責將電話理財個人資料及電話理財服務使用者之密碼保密，包括但不限於在任何情況下或藉以任何方式（無論自願或其他方式）向任何第三方披露電話理財個人資料，及在任何地點或任何方式保留電話理財個人密碼的任何書面記錄。如遺失電話理財個人密碼或知道該密碼已落入任何未獲授權人士手中，請應當電話理財服務使用者須立即通知本行；

c. 擁授權電話理財使用者及各相應字段之客戶如有違反本條協議及/或ティブ理財使用者有違反之約定，本行將會立即採取一切後果，概不負責。倘本行有權於任何款項/信用貸款，並酌情決定執行該款項。本行可在未經獲授權電話理財使用者或各帳戶款項使用者事先請求或未經獲授權電話理財使用者下，依本行之指示行事，惟獲授權電話理財使用者及各帳戶款項持有人須對此由所產生的通訊、發票或信貸負責；

d. 如本行根據電話指示而作出的任何匯率或利率報價均僅作參考，除非本行確認該報價乃作為交易用途，否則本行無須按該報價交易。倘獲授權電話理財服務使用者透過電話理財服務訂立該確認匯率或利率，獲授權電話理財使用者及各帳戶款項持有人須按該確認報價交易，即使本行可能在相關時間以其他通訊方式作出不同的匯率或利率報價；

e. 本行不就全部或部份由本行無法控制的情況，包括儀器失靈或故障而導致本行不能執行任何電話指示，而對獲授權電話理財使用者或/及任何款項/信用貸款的負責。在任何情況下，本行均不就因執行或不執行獲授權電話理財使用者的電話指示而引致或與之相連之任何損失或因此而引致之損害，對獲授權電話理財使用者或/及任何款項/信用貸款持有者負責；

f. 除因本行蓄意違約外，獲授權電話理財使用者及各帳戶款項持有者必須始終就直接或間接因本行採納電話指示或就此而作出或未作出相關行為而可能對本行造成或蒙受一切損失，法律責任、義務、費用及開支作作出賠償，並使本行免受其害，該等彌償責任須在電話理財服務、任何帳戶、銀行卡或透過電話理財服務獲得的理財服務終止後繼續生效；

6. 特快專櫃服務（適用於使用本行特快專櫃服務的客戶）

6.1 服務

a. 特快專櫃服務允許客戶在本行的指定特快專櫃遞交適當文件及相關物品，供本行根據其有關特快專櫃服務的正常程序處理。

b. 入戶口存在時須確保並在此承諾，透過特快專櫃遞交的資料及物品均屬完整、準確及經正式簽署（如適用）。

6.2 存款

如特快專櫃服務允許存入餘額、硬幣及支票（統稱及各自稱為「存款」），則以下規定須適用：

a. 本行在收到、檢查及數理存款、硬幣及支票後，方會對其負責。

b. 本行在收到及驗證存款、硬幣及支票後，方會對存款、硬幣及支票持有人負責任。
c. 如存款單載列的金額與所遞交鈔票、硬幣及/或支票的金額（本行所點算、檢查及核实者）不符，或本行基於任何原因（包括但不限於懷疑鈔票或硬幣為偽造）不接受所遞交的任何鈔票、硬幣及/或支票，則本行只須按本行點算、檢查、核實及接受的金額，將該等鈔票、硬幣及/或支票撥入指定戶口。此舉為最終及不可推翻，並對戶口持有人具約束力。

6.3 其他

a. 如因本行提供特快專櫃服務及/或戶口持有人使用此等服務而導致或因而引致本行合理承擔或蒙受一切損失、損毀、索償、訴訟、法律責任、費用（包括按完全彌償基準支付訴費）及開支，戶口持有人須為此而彌償本行。

b. 倘基於並非由於本行嚴重疏忽或蓄意違責之原因（包括非本行所能合理控制的原因），導致本行未能或延遲向戶口持有人提供特快專櫃服務，及/或未能或延遲供戶口持有人使用特快專櫃服務，包括但不限於延遲處理透過特快專櫃服務遞交的文件及物品，包括但不限於延遲點算、檢查、核實及接受所遞交的鈔票、硬幣及/或支票，或延遲將此等存款撥入指定戶口，而導致部分完成或未能執行或無法執行戶口持有人有關存款的指示或指令，使戶口持有人蒙受任何損失、損害或開支，本行概不負責，本行亦不就此而為任何利潤損失或任何間接或相應產生的損失、損害或開支負責。
以下條則是對第1.30條的補充，並涉及使用、儲存、處理、轉移及披露除個人資料之外的戶口持有人資料。本附錄1中使用的詞語具有本章則及條款第1.30條所載的涵義。

使用除個人資料之外的戶口持有人資料

戶口持有人資料（個人資料除外）可被用作下列用途：

a. 考慮服務申請；
b. 審批、管理和執行或提供服務或戶口持有人要求或授權的任何交易；
c. 遵守合法責任；
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；
f. 進行信用檢查及獲取或提供信貸資料；
g. 行使或保衛本行或滙豐集團成員的權利；
h. 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）；
i. 設立及維持本行的信貸和風險相關準則；
j. 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；
k. 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；
l. 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；
m. 遵守本行或本行任何分行或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；

n. 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制定的任何責任、要求、政策、程序、措施或安排；

o. 遵守權力機關施加的任何責任、指令或要求；
p. 促使本行的實際或建議參與人，或本行及針對戶口持有人的權利參與人或附屬參與人評核擬轉讓、參與或附屬參與的交易；
qu. 維持本行或滙豐集團與戶口持有人的整體關係；

r. 與任何上述相關或有連帶關係的用途。

分享及轉移除個人資料之外的戶口持有人資料

本行可（因應需要及在全部或任何用途屬適當的情況下）向本行認為必要的所有人士（不論位於何處）轉移、分享、交換及披露任何戶口持有人資料（個人資料除外），這些人士包括：

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、董事及職員、代理人、承包商、服務供應商及專業顧問）；
c. 任何權力機關；
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、及涉及代理銀行、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；
e. 就或有關收購服務權益及承擔服務風險的任何一方；
f. 其他金融機構、信貸調查機構或徵信機構，以獲取或提供信貸資料；及
g. 涉及本行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。

注意：中英文本如有歧異，須以英文本為準。