



The Hongkong and Shanghai Banking Corporation Limited

ATM card Terms and Conditions

In these Terms and Conditions to which the use of ATM cards will be subject, ATM card shall mean any card issued to the Cardholder by the Bank at the request of the Cardholder's employer (the "Company") which may be used to effect banking transactions by electronic means whether at automated teller machines ('ATMs'), point of sale terminals or otherwise. Card account shall mean any account nominated by the Company in respect of the ATM card. The Company, by giving any ATM card to a Cardholder, and the Cardholder, by using his/her ATM card, will be accepting the terms and conditions set out herein and will be bound by them.

- 1 The ATM card is and will be at all times, the property of the Bank. The Bank reserves the right to suspend or withdraw, at its discretion, the ATM card and/or any of the services thereby offered at any time without prior notice.
- 2 Subject to the provisions of paragraph 5, the Company will be responsible for all transactions effected by use of the ATM card, whether authorised by the Cardholder or not.
- 3 The Cardholder's account will be debited with the amount of any withdrawal, transfer and/or other transaction effected by use of the ATM card. The Company will maintain sufficient funds in the Cardholder's account to meet any such transactions.
- 4 **The Personal Identification Number issued to the Cardholder for use with the ATM card services and any number(s) substituted by the Cardholder for that purpose ('PINs') are strictly confidential. PINs should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of any PIN in any place or manner which may enable a third party to use the ATM card.**
- 5 **The loss or theft of the ATM card should be reported to the Bank immediately and confirmed in writing as soon as possible by the relevant Cardholder. The Company will be responsible for all transactions effected by use of the ATM card until such notification. The Bank will debit the Cardholder's account with any cost incurred in issuing a replacement ATM card.**
- 6 Cash and/or cheques deposited with any ATM by use of the ATM card will only be credited to the Cardholder's account after verification by the Bank. The statement issued

by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the Bank. Cheques will be accepted for collection only and the proceeds will not be available until they have been cleared.

- 7 The Bank will not be liable for any failure to provide any service or to perform any obligation hereunder where such failure is attributable (whether directly or indirectly) to any dispute or other circumstance beyond its control. The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the ATM card.
- 8 The Card account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the ATM card provided that prior notice of such charges is given to the Company and/or the Cardholder.
- 9 The Bank reserves the right to disclose, in strict confidence, to other institutions (whether within or outside Hong Kong), such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any electronic fund transfer network.
- 10 **The Bank reserves the right to add to, delete and/or to vary any of these Terms and Conditions (including charges) upon notice to the Cardholder and the Company. Use of the ATM card after the date upon which any change to these Terms and Conditions is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder and the Company of such change. If the Cardholder and the Company does not accept any proposed change, the ATM card must be returned to the Bank prior to the date upon which such change is to have effect.**
- 11 Any notice hereunder sent by post will be deemed to have been received by the Cardholder and the Company within 7 days of posting to the address last notified in writing to the Bank by the Cardholder and the Company. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder and the Company thereof.
- 12 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 13 No person other than the Bank, the Company and the Cardholder will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

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