

The Hongkong and Shanghai Banking Corporation Limited

TERMS AND CONDITIONS FOR AUTOPAY SERVICES

In consideration of The Hongkong and Shanghai Banking Corporation Limited (the "Bank") agreeing at the request of the Customer:

- (i) to accept and act upon instructions or information from the Customer by or via one or more of the following channels:
 - in the form of machine readable input (e.g. CD-ROM); and/or
 - in the form of electronic files which have been prepared by the Customer for direct input; and/or
 - online transmission from or via HSBCnet, HSBC Connect, Business Internet Banking and/or other Internet channels or online submission facilities whether provided by the Bank or by a third party as may be accepted by the Bank (collectively, the "Input") to effect payments from the Customer's account(s) and/or to debit or arrange the debiting of accounts with amounts which the Customer advises are due to him/her and to transfer such amounts to the Customer's account(s) through the autoPay system;
- (ii) to provide the Customer with the Machine Readable Input Software Programme (the "MRI") by way of CD-ROM or other means containing the MRI including any revisions, supplements or replacements thereto to facilitate the Customer's preparation of the Input,
(together the "autoPay Services").

The Customer hereby acknowledges, accepts, agrees and undertakes as follows:

1. The MRI programme and any rights relating thereto is and shall remain at all times the sole property of the Bank and the Customer shall:
 - 1.1 acquire no title or any rights whatsoever in relation to the MRI except that the Customer may use the MRI as expressly provided herein.
 - 1.2 keep the MRI safe in the Customer's custody and restrict access to those of the Customer's officers or employees who need to use it and shall comply with this clause 1.
 - 1.3 not allow the MRI (or any part thereof) to be used without the permission of the Bank for any purpose other than the preparation of Input in any place other than the Hong Kong Special Administrative Region.
 - 1.4 not allow the MRI (or any part thereof) to be copied, reproduced, amended, modified, reverse assembled, reverse compiled or disclosed to any unauthorised person in any manner without the consent of the Bank.
 - 1.5 use the MRI only in accordance with any manuals or guides issued by the Bank in relation to the MRI and adopt updates, revisions, supplements and replacements as and when provided by the Bank.
 - 1.6 return the MRI (and any reproductions or copies thereof) to the Bank unconditionally and immediately on the request of the Bank.
 - 1.7 report any damage to or loss, theft or unauthorised access to or use of the MRI (or any part thereof) to the Bank immediately.
2. The Bank is entitled to act on any Input by reference to a bank identification or account number only, whether or not the name of an account holder / beneficiary is provided. The Bank shall be under no obligation to check that the name of any account holder / beneficiary (as provided in the Input) is identical to the name of any account holder according to its records and confirms that a transfer to or from (as the case may be) an account having the same bank identification or account number as that given in the Input shall constitute good and complete compliance by the Bank with the Input.
3. The Customer is solely responsible for the accuracy and completeness of any Input prepared or arranged by the Customer and that the Bank shall be under no obligation to check or verify the same and that the Bank accepts no responsibility or liability in respect thereof.
4. The Customer is responsible for ensuring the security of its own computing and communication equipment in accordance with good computer practice and that the Bank accepts no responsibility or liability thereof.
5. The Customer accepts that Input sent to the Bank via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, arrive late or contain viruses. The Customer acknowledges and accepts that the Bank does not have any liability for any errors or omissions in, or late or failure of arrival or receipt of, any Input via online transmission.
6. The Customer accepts that the Bank is not responsible and does not accept any liability for any error or omission in, or loss or late or failure of arrival of, any Input delivered to the Bank via or from any online submission facility or other Internet channels not provided by the Bank.
7. The Customer warrants and represents to the Bank that any Input will be virus-free and accepts that the Bank shall have no responsibility or liability for any delay or inability to process the Input as a result of any virus.
8. The Bank shall act on any Input on the value date specified but shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by the Customer by virtue of any delay in acting on any Input, or for any inability to act as a result of any Input being unclear or incomplete, or the Customer having failed to submit the Input by the cut-off time specified by the Bank from time to time. If the value date is a day which is not a business day, the next business day after such day will be treated as the value date. 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 Hong Kong.

9. The Bank will act on any Input before opening of business on the value date specified in the Input. The Bank is not obliged to but may act on any Input if, at that time, any credit balance standing to the account to be debited is insufficient or if the overdraft created or increased by any payment will exceed the amount acceptable to the Bank. The Bank is not responsible or liable for any delay or refusal to act on any Input in such circumstances and the Customer is liable for any resulting overdraft or amount owed to the Bank as a result of the Bank acting on any Input in such circumstances.
10. The Bank shall not be obliged to accept any cancellation or variation of any Input.
11. The Customer represents and warrants that all necessary arrangements have been made in respect of any autoPay collections and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Customer's account(s) with the Bank with the amount of any claim admitted or compromised as the Bank shall in its absolute discretion decide.
12. The Customer represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data to the Bank in order for the Bank to provide the autoPay Services.
13. The Customer shall indemnify and keep the Bank indemnified of and hold the Bank harmless against any actions, proceedings, liabilities, claims, losses, damages, costs and expenses howsoever arising directly or indirectly out of or in connection with the Bank accepting and acting upon any Input or with any breach by the Customer of any term, representation or warranty herein or in any terms and conditions applicable to the services referred to in paragraph 14 below.
14. The terms and conditions herein are without prejudice and in addition to any terms and conditions contained in any other documents which the Customer has entered into or will be entering into regarding the autoPay Services, the Bank's HSBCnet, HSBC Connect and/or Business Internet Banking service. The Customer understands that in case of transmission of Input via HSBCnet, HSBC Connect or Business Internet Banking, the Customer must subscribe for the HSBCnet, HSBC Connect or Business Internet Banking service on the terms and conditions applicable thereto but that all the terms and conditions herein apply accordingly.
15. The Customer hereby authorises the Bank to debit its account with any charges in respect of the autoPay Services in accordance with the rates published by the Bank from time to time.
16. The Bank may terminate any of the autoPay Services at any time by seven days' notice in writing to the Customer and that the Bank may suspend or withdraw at any time any of the autoPay Services or part thereof. If the autoPay Services is not used for three years, the Bank may delete records on file without notice to the Customer.
17. The Bank may revise these terms and conditions at any time on 30 days' prior notice to the Customer which may be given by display, advertisement or any other means as the Bank shall think fit and shall be binding on the Customer if the Customer continues to use the autoPay Services.
18. The Customer agrees that the person(s) from time to time authorised by the Customer to operate the Customer's account mentioned in the application form for the autoPay Services pursuant to the account mandate in respect thereof from time to time given to the Bank is/are authorised to give the Bank instructions on the Customer's behalf for the implementation of the autoPay Services.
19. Any notice required to be given by the Bank to the Customer under these terms and conditions may be given by:
 - 19.1 sending it by post to the last recorded address of the Customer; or
 - 19.2 sending it by electronic mail to the electronic mail address supplied by the Customer; or
 - 19.3 such other means as the Bank shall think fit.
20. Where a notice is sent by post and the letter containing the notice was properly addressed, prepaid and put in the post, such notice shall be deemed to have been given two days after the letter was put in the post. Where a notice is sent by electronic mail, the notice shall be deemed to have been given at the time that it was sent.
21. These terms and conditions are governed by and shall be construed in accordance with the laws of the Hong Kong SAR. No person other than the Customer and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
22. The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and the Chinese version.

自動轉賬服務條款及條件

鑑於香港上海滙豐銀行有限公司（下稱「銀行」）同意應客戶的要求

- (i) 接受及執行客戶使用下列一項或多項渠道
- 機器可讀輸入（如光碟），及/ 或
 - 電子檔案直接輸入，及/ 或
 - 透過 HSBCnet、HSBC Connect、商務「網上理財」及/ 或其他互聯網渠道或由銀行或銀行所認可的其他機構提供的線上傳輸設備而進行線上傳輸
- 遞交的指示或資料（統稱「所述輸入」）以透過自動轉賬系統從客戶的戶口付款及/ 或由某些戶口支取或安排支取客戶通知謂屬應付予客戶的金額，並將該等金額進註客戶的戶口；
- (ii) 向客戶提供載有軟件程式（包括其任何修訂、補充或更換）的光碟或其他方式的「機器可讀輸入」軟件（MRI 軟件），以便客戶編製所述輸入，

（統稱「自動轉賬」服務）。

客戶現特此承認、接受、同意及保證如下：

1. MRI 軟件中所載程式及與之有關的權利屬於，且在任何時候均屬於銀行獨有的財產，客戶：
 - 1.1 不會獲取與 MRI 軟件有關的所有權或任何權利，惟客戶可按本條款及條件的明文規定使用 MRI 軟件；
 - 1.2 應安全保管 MRI 軟件，只讓需要使用 MRI 軟件的客戶屬下高級人員或僱員接觸 MRI 軟件，並且該等高級人員或僱員須遵守本第1條的規定；
 - 1.3 未經銀行允許，不得容許 MRI 軟件（或其任何部分）用於編製所述輸入以外的任何其他用途，及不得容許在香港特別行政區以外任何地方使用 MRI 軟件（或其任何部分）；
 - 1.4 未經銀行同意，不可容許以任何方式對 MRI 軟件（或其任何部分）加以複印、複製、修訂、修改、倒序組裝、倒序匯編或向未經授權的人士披露；
 - 1.5 只會按照銀行發出的 MRI 軟件使用手冊或指南使用 MRI 軟件，並在銀行提供更新、修訂、補充及更換時，採用該等更新、修訂、補充及更換的軟件；
 - 1.6 在銀行要求時立即將 MRI 軟件（及其任何複製或副本）無條件退還銀行；
 - 1.7 遇有 MRI 軟件（或其任何部分）損壞或遺失、被竊或未經授權接觸或使用的情况，須立即報告銀行。
2. 無論是否提供戶口持有人/ 收款人的姓名，銀行有權僅參照收款人的銀行識別代號或戶口號碼處理所述輸入。銀行並無責任核對依照所述輸入提供的任何戶口持有人/ 收款人的姓名是否與銀行記錄內的戶口持有人姓名相同，並確認如所作轉賬（收款或付款）的戶口號碼與所述輸入提供的銀行識別代號或戶口號碼相同，該等轉賬即等同銀行已經妥善及完全遵行所述輸入。
3. 客戶對任何由客戶輸入或安排的所述輸入是否準確及完整負全部責任，銀行毋須核對或核證所述輸入是否準確及毋須對此承擔責任或法律責任。
4. 客戶負責按照良好的電腦應用守則，確保其電腦及通訊器材的保安，銀行毋須對此承擔責任或法律責任。
5. 客戶接納以線上傳輸方式遞交予銀行的所述輸入有可能因被入侵、損壞、遺失、延誤或存有電腦病毒而不能保證安全送達或沒有錯誤。客戶確認及接受若任何經由線上傳輸傳送遞交予銀行的所述輸入有任何錯誤、遺漏、遺失、延誤或未能傳達或接收，銀行毋須對此承擔責任或法律責任。
6. 客戶接受若任何經由非銀行提供的線上傳輸或其他互聯網渠道遞交予銀行的所述輸入有任何錯誤、遺漏、遺失、延誤或未能傳達或接收，銀行概不承擔責任或接受任何法律責任。
7. 客戶向銀行保證並聲明，任何所述輸入均無電腦病毒，並接納如因所述輸入帶有電腦病毒，以致延遲或不能處理所述輸入，銀行概不承擔責任或法律責任。
8. 銀行將在指定過數日執行任何所述輸入，但對因所述輸入不清晰或不完整或客戶未能在銀行不時指定的截止時間之前遞交所述輸入，以致延遲或不能執行所述輸入，銀行對客戶因此而蒙受的損失、損壞或開支或相應而生的損失、損壞或開支概不負責。若過數日適逢非營業日，則改以非營業日後的第一個營業日為過數日。「營業日」指銀行在香港開放營業的日子（星期六、日及公眾假期除外）。

9. 銀行將在所述輸入指定的過數日當天的營業時間開始之前執行任何所述輸入。如當時支賬戶口的結餘未足以支付有關的賬項，或因支付有關賬項會導致透支額超過銀行所批准的限額，則銀行有權拒絕執行所述輸入。銀行對於此種情況的延遲或拒絕執行所述輸入概不負責，而對於銀行在這情況下執行所述輸入而導致的透支或如有任何款項應支付與銀行，客戶均承擔責任。
10. 銀行有權不接受對所述輸入的取消或更改指示。
11. 客戶聲明及保證已就任何自動轉賬收款而作出一切必需的安排，而銀行可接受、折衷解決或拒絕由收賬所引致的支賬戶口持有人向銀行提出的任何索償，並從客戶在銀行的戶口內扣取銀行酌情決定接受或折衷解決的索償款額。
12. 客戶聲明及保證客戶已向其支賬戶口持有人/收款人取得一切必需的同意，以向銀行轉移或發放個人資料，以便銀行提供自動轉賬服務。
13. 客戶將賠償銀行因接受及執行所述輸入或因客戶違反本條款及條件內任何條款、聲明或保證或下文第14段所述服務的適用條款及條件而直接或間接在任何情況下導致的一切法律行動、訴訟、責任、索償、損失、損害、費用及開支。
14. 本條款及條件不損害且附加於客戶就使用自動轉賬或 MRI 軟件或銀行的 HSBCnet 服務、HSBC Connect 服務或商務「網上理財」服務而訂立或將訂立的任何其他文件中所載的條款及條件。客戶明瞭如需透過 HSBCnet、HSBC Connect 或商務「網上理財」傳輸所述輸入，客戶必須按照適用於 HSBCnet、HSBC Connect 或商務「網上理財」服務的條款及條件而申請有關的服務，但本條款及條件內所有條文同樣適用。
15. 客戶現授權銀行按照銀行不時公布的收費比率，就自動轉賬服務從客戶的戶口內扣取費用。
16. 銀行可隨時在七天前，寄交書面通知至客戶最後登記的地址，以終止任何自動轉賬服務。銀行可隨時暫停或撤回任何自動轉賬服務或其中部分。若自動轉賬服務停止使用三年，銀行可毋須通知客戶而刪除其在案的有關紀錄。
17. 銀行可隨時在給予客戶三十天通知後，修訂本條款及條件。有關修訂可以公告、廣告或銀行認為合適的其他方式發放，並對繼續使用自動轉賬服務的客戶具約束力。
18. 客戶同意，依據不時向銀行提交的戶口授權操作申請表格上指定的客戶戶口的人士，同時獲授權代表客戶向銀行指示執行自動轉賬服務。
19. 銀行須按照本條款及條件向客戶發出的通知，可以以下列形式發出：
 - 19.1 郵寄至客戶最後記錄在案的地址；或
 - 19.2 電郵至客戶提供的電郵地址；或
 - 19.3 銀行認為合適的其他方式。
20. 若以郵寄方式發出通知，而載有通知的信封上的地址填寫正確、郵資付足及已投寄，有關通知將視為在信件投寄兩日後送達。若以電子郵件發出通知，則有關通知將視為在傳送之時送達。
21. 本條款及條件受香港特別行政區法律規管，並按其詮釋。根據《合約（第三者權利）條例》，除客戶及銀行外，任何人士均無權強制執行或享有本條款及條件中的任何條款利益。
22. 本條款及條件的中英文本如有歧異，須以英文本為準。