HSBC 滙豐

TERMS AND CONDITIONS FOR PAYMENT SERVICES MONTHLY PACKAGE

1. **Definitions**

"**Account Opening Date**" means the date on which the Customer's account opening is completed.
"**Actual Package Start Date**" is as defined in clause 2(a).
"**Application Form**" means the HSBC Payment Services Monthly Package Application/Switching Request Form (For submission via BIB only).
"autoPay-Out (Payment) Services" means the service to effect payments from the Customer's account(s) through the autoPay system upon online instructions from the Customer.
"**Bank**" or "**HSBC**" means The Hongkong and Shanghai Banking Corporation Limited in Hong Kong.
"**BIB**" means Business Internet Banking.
"Cooling Off Period" means a period of 90 days starting from the Actual Package Start Date.
"**Customer**" means a customer that is applying for a Payment Services Monthly Package.
"Eligible Card" is as defined in clause 5(a).
"**Eligible Card Transactions**" is as defined in clause 5(c).
"Eligible Payment Transactions" is as defined in clause 3(a).
"**Hong Kong**" means the Hong Kong Special Administrative Region.
"Offer" is as defined in clause 5(a).
"Offer Fulfillment Period" is as defined in clause 5(d).
"**Package Maintenance Cutoff Time**" means 5pm (Hong Kong Time) on the third (3rd) calendar day counting backward from the last day of each calendar month.
"**Payment Services Monthly Package**" or "**Package**" means each package described in the Application Form, where a monthly service package fee (the "**Package Fee**") includes a total transaction quota (the "**Total Transaction Quota**") covering all Eligible Payment Transactions and a defined set of product quotas (the "**Product Quotas**") for specific types of Eligible Payment Transactions within a month.
"Spending Period" is as defined in clause 5(b).
"**working day**" means a day, other than a Sunday or public holiday, on which banks are open for general business in Hong Kong.

2. **Package Duration**

(a) The package start date is the first day on which a Package becomes effective as described in the Application Form ("**Actual Package Start Date**").
(b) A Package remains effective until:
  i. the Package is terminated in accordance with clause 6; or
  ii. the Package is switched to another package at the Customer's request in accordance with clause 7.

3. **Eligible Payment Transactions, Quotas and Fees**

(a) A Package may cover one or more of the following payment transaction services:
- Outward International Fund Transfer
- Inward International Fund Transfer
- Outward Domestic Fund Transfer
- Inward Domestic Fund Transfer
- Outward FPS Payment
- autoPay-Out transaction

(collectively referred to as "**Eligible Payment Transactions**").
(b) For the avoidance of doubt, the Package Fee covers only the basic transaction fees of Eligible Payment Transactions. Any additional fees charged on an Eligible Payment Transaction, including without limitation, the "OUR" charge option where the remitter bears all charges, and additional fees for handling instructions, will not be covered by a Package and will be charged separately.
(c) The Package Fee, Total Transaction Quota, and, where relevant, Product Quotas are applicable to Eligible Payment Transactions processed for the Customer. If the Customer maintains more than one account with the Bank, the Eligible Payment Transactions can come from any accounts held by the same Customer with the Bank.
(d) For Silver, Gold, Platinum and Titanium Packages, individual Product Quotas are defined for some Eligible Payment Transactions types, as specified in the Application Form. For the Local Package, the Eligible Payment Transactions are FPS and autoPay-Out transactions and they share the Total Transaction Quota of the Local Package as specified in the Application Form.
(e) For each type of Eligible Payment Transaction, the Total Transaction Quota and, where relevant, the Product Quotas will be consumed in the order set out below in each calendar month. For the avoidance of doubt, the transaction time of the Eligible Payment Transaction is irrelevant for quota consumption.

1	Outward International	Outward Telegraphic Transfers via HSBCnet or BIB to banks outside HSBC group in mainland China
2	Outward International	Outward Telegraphic Transfers via HSBCnet or BIB to HSBC group offices in mainland China
3	Inward International	Inward Telegraphic Transfers
4	Outward Domestic	Outward Real Time Gross Settlement (RTGS) payments via HSBCnet or BIB
5	Inward Domestic	Inward Real Time Gross Settlement (RTGS) payments
6	Outward FPS	Outward Faster Payment System (FPS) payments via HSBCnet or BIB
7	autoPay-Out	autoPay-Out transactions via HSBCnet or BIB where autoPay beneficiary's account is not with HSBC
8	autoPay-Out	autoPay-Out transactions via HSBCnet or BIB where autoPay beneficiary's account is with HSBC

(f) If the number of Eligible Payment Transactions within a calendar month exceeds the Total Transaction Quota and/or Product Quotas, the exceeding Eligible Payment Transactions (the "**Exceeding Transactions**") will be charged at the Bank's standard commercial tariffs.

(g) Any unused Total Transaction Quota(s) or Product Quota(s) within a month will be forfeited without further notice and will not be refunded.

(h) The Package Fee and the basic transaction fees for any Exceeding Transactions will be debited from the charging account specified in the Application Form. Such fees will be debited on the twentieth (20th) day of the following calendar month. If such day is not a working day, the fees will be debited on the next working day.

(i) Any additional fees charged on any Eligible Payment Transactions or Exceeding Transactions will be charged separately in accordance with the Bank's normal handling procedures for these additional fees.

(j) A monthly billing summary, which states the Package Fee and transaction details, will be made available electronically via BIB to Customers with access to BIB. A physical copy of the monthly billing summary will be delivered to the correspondence address of the charging account for Customers without access to BIB.

4. **autoPay-Out (Payment) Services**

(a) If a Customer has registered for BIB and does not have autoPay-Out (Payment) Services enabled on BIB before the Actual Package Start Date, the Customer hereby requests that the Bank enable autoPay-Out (Payment) Services for the Customer.

(b) The Customer's use of autoPay-Out (Payment) Services will be subject to the Terms and Conditions for autoPay Services, as may be amended or supplemented by the Bank from time to time.

(c) Termination of a Package does not terminate the autoPay-Out (Payment) Services.

5. **Business Card Offer**

(a) Eligibility

i. This exclusive offer (the "**Offer**") applies to Customers which have signed up for a Silver, Gold, Platinum or Titanium Package.

ii. A Customer can enjoy the Offer if the Customer:

- successfully applies for a new HSBC Business Debit Mastercard or HSBC Business Mastercard ("**Eligible Card**") on or after the Customer submitted the Application Form; and
- holds and maintains an effective Silver, Gold, Platinum or Titanium Package during the Offer Fulfillment Period.

(b) Offer Details

i. The Eligible Card can enjoy the following reward for Eligible Card Transactions made within the first 90 days from the card issuance date ("**Spending Period**"):

- An additional 0.5% Cash Rebate for HSBC Business Debit Mastercard; or
- An additional 0.5% RewardCash for HSBC Business Mastercard.

ii. For each Eligible Card, the maximum additional reward under the Offer is HKD800 Cash Rebate for Business Debit Mastercard and HKD800 RewardCash for Business Mastercard.

iii. The Offer is awarded on top of any existing card acquisition offer, allowing Customers to enjoy double benefits.

(c) Eligible Card Transactions

i. Eligible Card Transactions are posted local and overseas purchases, online transactions made with the Eligible Card.

ii. The following transactions are not Eligible Card Transactions: telephone orders, fax orders, mail orders, online bill payments, cash advance or withdrawal, tax payments, autoPay, recurring transactions, instalment plans, all fees and charges, insurance payments, transactions at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques), transactions at financial institutions (including purchase of merchandise and services from banks), wire transfers, betting and gambling transactions, charity and education payments, unposted/cancelled/refunded transactions, and transactions without original sales slips or official payment records.

(d) Redemption and Fulfillment

i. The Bank will determine eligibility for the Offer at its sole discretion based on transaction records.

ii. The additional Cash Rebate will be credited to the Customer's account and the additional RewardCash will be credited to the Eligible Card account within the fifth (5th) calendar month from the card issuance date ("**Offer Fulfillment Period**"), provided all requirements are met.

iii. The Offer cannot be converted into other products, promotional offers, or discounts and is not transferable.

(e) Additional Terms and Conditions

i. The Offer will be awarded in addition to the basic Cash Rebate or RewardCash under the relevant card programme.

ii. Eligible Card cardholders and Customers must keep all original sales slips or official payment records for inspection in case of dispute.

iii. Only Eligible Card cardholders and Customers whose card accounts are valid and in good standing from card opening until the date on which the rebate or RewardCash is credited will be eligible for the Offer.

iv. In the event of fraud or abuse, the Bank reserves the right to forfeit the Offer and debit any awarded amount from the relevant accounts without prior notice.

v. If any transaction used to determine the Offer is reversed, the relevant value of the Offer must be returned to the Bank. As a result, the Bank may debit the awarded amount from the respective accounts without prior notice

6. **Termination**

(a) A Customer may request to terminate a Package at any time.

(i) If the request is received by the Bank at or before the Package Maintenance Cutoff Time of a calendar month, the Package will remain effective until the last day of that calendar month.

(ii) If the request is received by the Bank after the Package Maintenance Cutoff Time of a calendar month, the Package will remain effective until the last day of the next calendar month.

(b) If the request to terminate a Package pursuant to clause 6(a) above is received by the Bank during the Cooling Off Period, for each of the months where an Eligible Customer was charged a Package Fee, the Bank will refund to the Eligible Customer the difference between (i) the Package Fee and (ii) the amount the Eligible Customer would have been charged if the Eligible Customer had been charged the Bank's standard commercial tariffs for that month, if the former is higher than the latter.

(c) The Bank may, by giving thirty (30) days prior notice to a Customer:

(i) amend the Package details (including but not limited to the types of Eligible Payment Transactions, the transaction quotas, how transaction quotas are consumed, the Package Fee, offers relating to the Package, and the products and services covered by the Package);

(ii) amend these terms and conditions;

(iii) terminate a Package or any offers relating to the Package.

The Bank accepts no liability for any such changes and/or termination.

(d) In addition, the Bank may terminate a Customer's Package without prior notice if the billable amount cannot be collected within twenty (20) days after the issuance of the periodic Package billing summary.

(e) Following termination of a Package, any Eligible Payment Transactions executed by or for the Customer will be charged at the Bank's standard commercial tariffs.

(f) Customer may not apply for a Package within six (6) months after termination of a Package.

7. **Switching**

(a) A Customer may request to switch to another Package at any time.

(i) If the request is received by the Bank at or before the Package Maintenance Cutoff Time of a calendar month, the active Package will remain effective until the last day of that calendar month, and the new Package will start on the first day of the next calendar month.

(ii) If the request is received by the Bank after the Package Maintenance Cutoff Time of a calendar month, the active Package will remain effective until the last day of the following calendar month, and the new Package will start on the first day of the next calendar month after the active Package is terminated.

(b) If the request to switch to a new Package is received by the Bank within the Cooling Off Period, the Cooling Off Period will not be extended. The expiry date of the Cooling Off Period should be counted from the Actual Package Start Date of the original Package. If the request to switch to a new Package is received by the Bank after the Cooling Off Period, the Cooling Off Period will not be renewed and no Cooling Off Period is offered for the new Package.

8. In the event of dispute arising out of a Package, the decision of the Bank shall be final and conclusive.

9. The Bank may use any of the following modes to communicate notices in relation to a Package to the Customer:

(a) sending it to the last recorded address or email address of the Customer's charging account;

(b) displaying or placing it in the online electronic banking profile maintained by the Customer with the Bank, including but not limited to messages delivered through the online electronic banking profile;

(c) displaying it on the Bank's public website; or

(d) such other means as the Bank considers appropriate.

10. These terms and conditions are in addition to the existing product and services terms and conditions governing the Customer's account(s) and the Eligible Payment Transactions. In the event of inconsistency, these terms and conditions shall prevail insofar as the Package is concerned.

11. Unless otherwise provided in these terms and conditions, a Package cannot be used or enjoyed in conjunction with other packages, offers, promotions or discounts offered by the Bank.

12. 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.
13. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.
14. In the event of any discrepancy or inconsistency between the English and Chinese versions of these terms and conditions, the English version shall apply and prevail.

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.

支付服務月費組合條款及細則

1. **定義**

「開戶日期」指的是已申請組合的客戶完成開戶的日期。

「實際組合生效日」的定義載於第 2(a) 條。

「申請表格」指滙豐支付服務月費組合申請或更改指示表格（只適用於透過商務「網上理財」提交的申請）。

「自動轉賬滙出（付款）服務」指客戶以網上傳輸方式發出或提供的指示，透過自動轉賬系統從客戶賬戶進行付款的服務。

「銀行」或**「本行」**指香港上海滙豐銀行有限公司（香港）。

「BIB」指商務「網上理財」。

「冷靜期」指自實際組合生效日起計九十（90）天的期間。

「客戶」指正在申請支付服務月費組合的客戶。

「合資格卡」之定義載於第 5(a) 條。

「合資格卡交易」之定義載於第 5(c) 條。

「合資格付款交易」之定義載於第 3(a) 條。

「香港」指香港特別行政區。

「優惠」之定義載於第 5(a) 條。

「優惠履行期」之定義載於第 5(d) 條。

「組合維護截止時間」指從該曆月的最後一天起向前倒數的第三(3)個曆日香港時間下午五時正。

「支付服務月費組合」或**「組合」**是指申請表格中所述的每一個組合以一定的服務組合月費（**「組合費」**）在每一曆月內，包括涵蓋所有合資格付款交易的總交易額度（**「總交易額度」**），就特定類型合資格付款交易可享規定的交易額度（**「產品額度」**）之組合。

「簽賬期」之定義載於第 5(b) 條。

「營業日」指銀行於香港營業的日子（星期日及公眾假期除外）。

2. **組合期限**

(a) 組合生效日為依申請表格所述組合正式生效第一(1)天（**「實際組合生效日」**）。

(b) 組合將一直有效，直至：

1. 根據下文第 6 條由本行或客戶終止組合，或
2. 客戶依據下文第 7 條之規定申請更換至其他組合。

3. **合資格付款交易、額度及費用**

(a) 組合可能涵蓋一項或多項以下付款交易服務：

- 跨境付款
- 跨境收款
- 本地跨行付款
- 本地跨行收款
- 轉數快付款
- 自動轉賬付款

（統稱為「**合資格付款交易**」）。

(b) 為免生疑問，組合僅適用於合資格付款交易的基本交易費用。組合費不包括對合資格付款交易收取的任何額外費用（包括但不限於匯款人承擔所有費用的「OUR」收費方案），以及處理指示的額外費用，有關費用將另行收取。

(c) 組合費、總交易額度、以及產品額度（如適用），均適用於客戶辦理的合資格付款交易。如客戶於本行持有多於一個賬戶，合資格支付交易可來自同一客戶於本行持有的任何賬戶。

(d) 白銀、黃金、白金及鈀金組合的部分合資格付款交易類型設有個別產品額度，詳見申請表格。本地組合僅適用於轉數快付款及自動轉賬付款，並共用申請表格所載之總交易額度。

(e) 就每一類合資格付款交易而言，總交易額度及產品額度（如適用）將於每個曆月按以下優先順序使用。為免生疑問，合資格付款交易的交易時間與額度消耗無關。

1	跨境付款	透過滙豐財資網或商務「網上理財」匯款至中國內地滙豐集團成員之外銀行的匯出電匯；
2	跨境付款	透過滙豐財資網或商務「網上理財」匯款至中國內地滙豐集團成員的匯出電匯；
3	跨境收款	匯入電匯；
4	本地跨行付款	透過滙豐財資網或商務「網上理財」經即時支付結算系統 (RTGS) 匯出付款；
5	本地跨行收款	經即時支付結算系統 (RTGS) 匯入付款；
6	轉數快付款	透過滙豐財資網或商務「網上理財」經轉數快付款；
7	自動轉賬付款	透過滙豐財資網或商務「網上理財」經自動轉賬服務付款的交易，而第二當事人戶口為非滙豐銀行賬戶；
8	自動轉賬付款	透過滙豐財資網或商務「網上理財」經自動轉賬服務付款的交易，而第二當事人戶口為滙豐銀行賬戶。

(f) 如果客戶當月的合資格付款交易次數超出總交易額度及/或產品額度，則超出部分的合資格付款交易（**「超額交易」**）將按本行標準商業收費收取費用。

(g) 任何當月內未用之總交易額度及/或產品額度將予沒收，恕不另行通知及不設退款。

(h) 組合費及任何超額交易之基本交易費用將於下一曆月二十（20）天自申請表格指定之收費賬戶扣除。如該日並非工作天，則於下一個工作天扣除。

(i) 合資格付款交易及超額交易收取的任何額外費用，本行會根據對該等額外費用的正常處理方法另行收取。

(j) 載有組合費及交易明細的月費賬單概覽將每月透過商務「網上理財」以電子方式提供。對於無法使用商務「網上理財」的客戶，每月的月費賬單概覽的紙本將寄送至收費戶口的通訊地址。

4. **自動轉賬匯出（付款）服務**

(a) 如客戶已登記使用商務「網上理財」，且於實際組合生效日前未於商務「網上理財」啟用自動轉賬匯出（付款）服務，客戶現特此要求本行為客戶啟用自動轉賬匯出（付款）服務。

(b) 客戶使用自動轉賬匯出（付款）服務須受自動轉賬服務條款及條件所規限，該等條款及條件可由本行不時修訂或補充。

(c) 終止組合並不會終止自動轉賬匯出（付款）服務。

5. **公司卡**

(a) 資格

(i) 此專屬優惠（「優惠」）只適用於已申請白銀、黃金、白金，或鈦金組合的客戶。

(ii) 合資格客戶可獲享此優惠，若客戶：

- 成功申請一張新的滙豐公司扣賬 Mastercard 或滙豐公司 Mastercard （「**合資格卡**」）；及
- 在優惠履行期內仍然持有有效白銀、黃金、白金，及鈦金組合。

(b) 優惠詳情

(i) 於開卡後首 90 天（「簽賬期」）內以合資格卡進行合資格交易，可享以下優惠：

- 滙豐公司扣賬 Mastercard 可獲額外 0.5%現金回贈；或
- 滙豐公司 Mastercard 可獲額外 0.5%「獎賞錢」。

(ii) 每張合資格卡於此優惠下可獲的額外獎賞上限為：公司扣賬 Mastercard 港幣 800 元現金回贈；公司 Mastercard 港幣 800 元「獎賞錢」。

(iii) 此優惠可與現有開卡優惠同時享用，讓客戶享受雙重優惠。

(c) 合資格卡交易

(i) 合資格交易指以合資格卡進行並已誌賬的本地及海外簽賬交易、網上簽賬。

(ii) 以下交易不屬合資格交易：電話訂購、傳真訂購、郵購、網上繳費、現金貸款或提款、繳稅款項、自動轉賬、循環付款、分期付款、所有公司卡收費、財務費用、保險費用、於非金融機構的交易（包括購買外匯、匯票及旅行支票）、於金融機構的交易（包括購買銀行產品及服務）、賭博的交易、慈善捐款和教育經費、未誌賬/已取消/已退款的交易，以及任何沒有簽賬存根/正式交易紀錄正本的交易。

(d) 兌換及獎賞發放

(i) 本行將根據儲存於本行的交易紀錄，以決定公司及／或持卡人是否符合獲得優惠的資格。

(ii) 在符合所有要求的前提下，額外現金回贈將誌入客戶的帳戶，而額外「獎賞錢」將於發卡日起計第五（5）個曆月內（「優惠履行期」）存入合資格卡戶口。

(iii) 此優惠不可兌換現金、其他商品、推廣優惠或折扣及不得轉讓。

(e) 附加條款及細則

(i) 此優惠可與公司卡計劃下之基本現金回贈或「獎賞錢」同時享有。

(ii) 合資格卡及客戶必須保留所有合資格交易的簽賬存根或正式交易紀錄正本。如有任何爭議，本行或會隨時要求合資格持卡人提供有關存根、交易紀錄及/或其他證據予本行作核實並保存。

(iii) 合資格卡及公司的合資格卡戶口必須由開卡日起至有關回贈或「獎賞錢」誌入賬戶當日仍然有效及信用狀況良好，方可獲享優惠。

(iv) 如對此優惠涉及任何欺詐及/ 或濫用，本行有權取消公司享有優惠的資格，並保留權利從相關戶口內扣除已獲得回贈或「獎賞錢」的同等價值，並不作另行通知。

(v) 如用作計算優惠的有關交易被取消，合資格持卡人及/ 或公司必須退回有關優惠的同等價值（由本行決定）給本行。本行有權於相關戶口內扣除已獲得回贈或「獎賞錢」的同等價值。

6. **終止**

(a) 客戶可隨時申請終止組合。

(i) 如銀行於「組合維護截止時間」或之前收到終止申請，組合將於同月最後一(1)天終止。

(ii) 如銀行於「組合維護截止時間」後收到終止申請，組合將於下月最後一(1) 天終止。

(b) 如根據上文第 6(a)條於冷靜期內提出終止申請，銀行將就每月已收取的組合費用，如(i)套裝費用高於(ii) 該合資格客戶若按本行當月銀行標準商業收費計算的費用，本行將向合資格客戶退還兩者之差額（如前者高於後者）。

(c) 銀行可提前三十（30）天通知客戶：

(i) 修改組合內容（包括但不限於合資格支付交易類型、交易限額、組合費用及其他產品及服務）；

(ii) 條款及細則；

(iii) 終止組合或任何與該組合相關的優惠。

銀行對任何更改及／或終止不承擔任何責任。

(d) 如於月費賬單概覽發出後二十（20）天內未能收取應付金額，銀行可無須事先通知終止客戶的組合。

(e) 組合終止後，客戶進行的任何合資格支付交易將按銀行標準商業收費收取。

(f) 客戶於終止組合後六（6）個月內不得再次訂購組合。

7. **更改**

(a) 客戶可於任何時間要求轉換至另一組合。

(i) 如本行於「組合維護截止時間」或之前收到更改指示，現行組合將維持有效至同一曆月最後一（1）天，而新組合將於下一曆月第一（1）天開始生效。

(ii) 如本行於「組合維護截止時間」之後收到更改指示，現行組合將維持有效至下一個曆月最後一（1）天，而新組合將於現行組合終止後的下一個曆月第一（1）天開始生效。

(b) 如本行於冷靜期內收到轉換至新組合的指示，冷靜期將不會延長。冷靜期的屆滿日期應由舊組合的實際組合生效日起計。若本行於冷靜期後才收到轉換至新組合的指示，冷靜期將不會重新計算，且新組合不設冷靜期。

8. 如因組合引起任何爭議，銀行之決定為最終及具約束力。

9. 銀行可透過以下任何方式向客戶發出有關組合之通知：

(a) 發送至客戶收費戶口的通訊地址或電郵地址；

(b) 於客戶於銀行維持之網上電子銀行檔案內顯示或發放，包括但不限於網上電子銀行檔案內的訊息；

(c) 於銀行官方網站顯示；或

(d) 銀行認為適當的其他方式。

10. 本條款及細則為現有適用於客戶帳戶及合資格支付交易的產品及服務條款及細則的補充。如本條款及細則與現有產品及服務條款及細則有任何不一致，則就組合而言，概以本條款及細則為準。
11. 除非銀行另有協議，組合不得與銀行提供之其他優惠、推廣或折扣同時使用。
12. 除客戶及本行外，任何人士均無權根據《合約（第三者權利）條例》強制執行本條款及細則的任何條文或享有相關利益。
13. 本條款及細則受香港法律管轄並按其詮釋。
14. 本條款及細則的中英文本如有歧異，概以英文本為準。

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，並將該等金額進誌客戶的戶口；

(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況，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逾銀行所批准的限額，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，有關通知將視作為在信件投寄兩日後送達。若以電子郵件發出通知，則有關通知將視作為在傳送之時送達。
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。

PUBLIC