

**PERSONAL CUSTOMER INFORMATION / SOLE ACCOUNT OPENING FORM**

 Date 日期: [Click here to enter a date.](#)
**個人客戶資料 / 獨立戶口開戶表格**
**Note 注意**

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

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

**1. PERSONAL DETAILS 個人資料**

<input type="checkbox"/> Mr 先生 (M) <input type="checkbox"/> Mrs 太太 (R) <input type="checkbox"/> Miss 小姐 (I) <input type="checkbox"/> Ms 女士 (S) <input type="checkbox"/> Other 其他: _____			
<b>ACCOUNT HOLDER NAME</b> 戶口持有人姓名	<b>Surname</b> 姓氏	<b>Given Name</b> 名字	<b>Middle Name (if applicable)</b> 中間名字 (如適用)
Name In English 英文姓名			
Name In Chinese 中文姓名 (if applicable 如適用)			
Former/Maiden Name 以前的姓名 (if applicable 如適用)			
Other Name 其他姓名 (if applicable 如適用)			
Date of Birth (dd/mm/yyyy) 出生日期 (日 / 月 / 年)      __ / __ / ____	Place of Birth 出生地區		
Gender 性別 <input type="checkbox"/> Male 男(M) <input type="checkbox"/> Female 女(F)	Place of Residence 居住地區		
<b>Valid Identification Documents Type 有效身分證證明文件類別</b> <b>[Please present your primary identification document for all in-branch transactions. 請出示閣下的主要身分證證明文件以辦理銀行業務。]</b>			
<input type="checkbox"/> Macau SAR Permanent Resident Identity Card 澳門特別行政區永久性居民身分證 (I)		<input type="checkbox"/> Hong Kong Permanent Identity Card 香港永久性居民身分證	
<input type="checkbox"/> Macau SAR Non-permanent Resident Identity Card 澳門特別行政區非永久性居民身分證		<input type="checkbox"/> Hong Kong Identity Card 香港居民身分證	
<input type="checkbox"/> Passport 護照 (P) (Place of Issue / 簽發地區: _____)		<input type="checkbox"/> Exit / Entry Permit for Travelling to and from Hong Kong and Macau 往來港澳通行證	
<input type="checkbox"/> Other 其他 (please specify 請註明) (X): _____			
Identification Document Number 身分證證明文件號碼 _____ Expiry Date (dd/mm/yyyy) 有效日期 (日 / 月 / 年)      __ / __ / ____			
[*If you are <b>NON</b> -permanent Macau SAR resident, please provide any government or state / region-issued document which certifies nationality. 若閣下不是澳門特別行政區永久性居民，請提供任何由政府或國家 / 地區發出而可證實國籍的文件。]			
<b>Nationality 國籍</b>	<b>Other Nationalities (if any)</b> 其他國籍 (如有)	1	
		2	
<b>Bank Use Only (For HUB input)</b>	HUBN1: _____ HUBN2: _____ HUBN3: _____		
Do you have United States citizenship or lawful permanent resident (Green Card) status? 閣下是否擁有美國國籍或合法永久居留權 (綠卡)? <input type="checkbox"/> Yes 有 <input type="checkbox"/> No 沒有			
Existing relationship with HSBC Group in other countr(ies) / region(s)? 擁有其他國家 / 地區滙豐銀行的戶口? <input type="checkbox"/> Yes 有 (please specify 請註明): _____ <input type="checkbox"/> No 沒有			
<b>Education Level 教育程度</b> <input type="checkbox"/> None / Limited 未 / 曾接受有限教育 (1) <input type="checkbox"/> Primary 小學 (2) <input type="checkbox"/> Secondary 中學 (3) <input type="checkbox"/> Post-Secondary / Diploma 預科 / 文憑 (4) <input type="checkbox"/> University or above 大學或以上 (5)			

**PARENT / GUARDIAN'S PERSONAL INFORMATION**  
**(APPLICABLE FOR PARENT / GUARDIAN OF MINOR AGED BELOW 18)**  
 父母 / 監護人個人資料 (適用於 18 歲以下未成年人士的父母 / 監護人)

Relationship with Account Holder 與戶口持有人的關係	Full Name in English 英文全名
Date of Birth (dd/mm/yyyy) 出生日期 (日 / 月 / 年)      _ _ / _ _ / _ _ _ _	Nationality 國籍

**Valid Identification Documents Type 有效身分證明文件類別**  
**[Please present your primary identification document for all in-branch transactions. 請出示閣下的主要身分證明文件以辦理銀行業務。]**

<input type="checkbox"/> Macau SAR Permanent Resident Identity Card 澳門特別行政區永久性居民身分證 (I)	<input type="checkbox"/> Hong Kong Permanent Identity Card 香港永久性居民身分證
<input type="checkbox"/> Macau SAR Non-permanent Resident Identity Card 澳門特別行政區非永久性居民身分證	<input type="checkbox"/> Hong Kong Identity Card 香港居民身分證
<input type="checkbox"/> Passport 護照 (P) (Place of Issue / 簽發地區: _____)	<input type="checkbox"/> Exit / Entry Permit for Travelling to and from Hong Kong and Macau 往來港澳通行證
<input type="checkbox"/> Other 其他 (please specify 請註明) (X): _____	

Identification Document Number 身分證文件號碼 \_\_\_\_\_  
 Expiry Date (dd/mm/yyyy) 有效日期 (日 / 月 / 年)      \_ \_ / \_ \_ / \_ \_ \_ \_

**[\*If you are NON-permanent Macau SAR resident, please provide any government or state / region-issued document which certifies nationality. 若閣下不是澳門特別行政區永久性居民，請提供任何由政府或國家 / 地區發出而可證實國籍的文件。]**

**2. CONTACT INFORMATION 聯絡資料**

Contact Telephone Number 聯絡電話號碼	Residence 住宅 _____ Area Code 地區編號 Phone Number 電話號碼	Mobile 手提電話 _____ Area Code 地區編號 Phone Number 電話號碼	Office 辦公室 (if any 如有) _____ Area Code 地區編號 Phone Number 電話號碼
Fax Number (if Any) 傳真號碼 (如有)	Residence 住宅 _____ Area Code 地區編號 Phone Number 電話號碼	Office 辦公室 _____ Area Code 地區編號 Phone Number 電話號碼	

**Note:** If you are providing overseas contact number(s), please also include the correct Country / Region Code and Area Code.  
**注意：**如您所提供的是海外電話號碼，請包括正確的國家 / 地區及區域編號。

E-mail Address 電郵地址 \_\_\_\_\_

**Present Residential Address 現時常居住宅地址**

Country / Region 國家 / 地區 \_\_\_\_\_ Postal Code 郵政編號 \_\_\_\_\_

**Note:** We may also need to obtain your address proof if considered appropriate.  
**注意：**我們可能要求您提供居住地址證明的副本。

Effective Date Since (dd/mm/yyyy) 生效日期自 (日 / 月 / 年) [Click here to enter a date.](#)

**Permanent Address 永久地址**

Same as Residential Address 與住宅地址相同  
 Other Address, please specify 其他地址，請註明 \_\_\_\_\_

Country / Region 國家 / 地區 \_\_\_\_\_ Postal Code 郵政編號 \_\_\_\_\_

**Previous Address 前地址 (if staying at present address for less than 1 year / 如住在現住宅地址少於 1 年)**

Country / Region 國家 / 地區 \_\_\_\_\_ Postal Code 郵政編號 \_\_\_\_\_

**Correspondence Address 通訊地址**
**Correspondence and statement to be sent to Account Holder's 通訊及結單寄往戶口持有人的**

- 
- Residential Address 住宅地址
- 
- 
- Other Address, please specify 其他地址，請註明：

Country / Region 國家 / 地區

Postal Code 郵政編號

**2. EMPLOYMENT DETAILS 就業資料**

Employment Status 就業狀況

- 
- # Self-Employed 自僱
- 
- 
- # Full-time Employed 全職
- 
- 
- # Part-time Employed 兼職
- 
- 
- Not Currently Employed 非在職
- 
- 
- Housewife 主婦
- 
- 
- Retired 退休
- 
- 
- \*Student 學生 [Please provide proof of education (e.g. Student ID, Enrolment Letter) / 請遞交在學證明文件 (例如：學生證、入學信)]

**# For self-employed, full-time employed or part-time employed customers, please also complete the employment information below:**
**自僱、全職或兼職的客戶，亦須填寫下列的就業資料：**

Employer/Business Name

僱主 / 公司名稱

Employer/Business Address

僱主 / 公司地址

Nature of Business 僱主 / 公司業務性質

- 
- Casino 娛樂場
- 
- 
- Communications / Media 通訊 / 媒體
- 
- 
- Construction 建築
- 
- 
- Education 教育
- 
- 
- Finance / Insurance 金融 / 保險
- 
- 
- Food & Beverage 飲食
- 
- 
- Health Care 衛生保健
- 
- 
- Hospitality 酒店 / 旅館
- 
- 
- Household Services 家居服務
- 
- 
- Manufacturing 製造
- 
- 
- Public Services 公共服務
- 
- 
- Real Estate 地產
- 
- 
- Retail 零售
- 
- 
- Tourism 旅遊
- 
- 
- Trading / Wholesale 貿易 / 批發
- 
- 
- Transport 運輸
- 
- 
- Others 其他 (please specify 請註明) : \_\_\_\_\_

Job Title

工作職位

Occupation 職業

- 
- Professional / Senior Management 專業人士 / 高級管理人員 (1)
- 
- (e.g. Permanent Secretary, Legislative Council Member 例如：常任秘書長、立法會議員)
- 
- 
- Skilled Staff 技術人員 (4)
- 
- (e.g. Computer Operator, Cook etc. 例如：電腦操作員、廚師等)
- 
- 
- Unskilled Staff 非技術人員 (5)
- 
- (e.g. Cleaner 例如：清潔工人)
- 
- 
- CEO / Director 首席執行官 / 公司董事 (17)
- 
- 
- Executive / Manager 行政人員 / 經理 (38)
- 
- 
- Self-Employed 自僱 (11)
- 
- 
- Police 警察 (14)
- 
- 
- Teacher 老師 (12)
- 
- 
- Lawyer 律師 (18)
- 
- 
- Doctor 醫生 (19)
- 
- 
- Nurse 護士 (20)
- 
- 
- Clerical 文員 (3)
- 
- 
- Firefighter 消防員 (40)
- 
- 
- Agent 經紀 (68)
- 
- 
- Sales 銷售員 (86)
- 
- 
- Construction Worker 建築工人 (29)
- 
- 
- Dealer in Casino 荷官 (26)
- 
- 
- Security Guard 保安員 (39)
- 
- 
- Housewife 主婦 (9)
- 
- 
- Student 學生 (7)
- 
- 
- Not Currently Employed 非在職 (15)
- 
- 
- Civil Servant (Executive) 公務員 (行政) (33)
- 
- 
- Civil Servant (Non-executive) 公務員 (非行政) (71)
- 
- 
- Retired 退休 (10)
- 
- 
- Others 其他 (please specify 請註明) : \_\_\_\_\_

Monthly Salary (MOP) 月薪 (澳門幣)

- 
- Below 5,000 以下 (0)
- 
- 
- 5,000 – 9,999 (1)
- 
- 
- 10,000 – 19,999 (2)
- 
- 
- 20,000 – 29,999 (3)
- 
- 
- 30,000 – 39,999 (4)
- 
- 
- 40,000 – 49,999 (5)
- 
- 
- 50,000 – 69,999 (6)
- 
- 
- 70,000 – 99,999 (7)
- 
- 
- 100,000 – 199,999 (8)
- 
- 
- 200,000 or above 或以上 (9)

Annual Income (MOP) 年收入 (澳門幣)

Other Earnings (MOP) 其他收入 (澳門幣)

**3. LEVEL OF ACCOUNT ACTIVITY ANTICIPATED 預計戶口活動**
**(Mandatory Fields as per guidelines of Monetary Authority of Macau 根據澳門金融管理局的指引，此部份必需填寫。)**
**Source of Wealth (i.e. Net Worth) refers to the origin of all existing cash / wealth including those that will not be deposited in HSBC. (Please tick all that apply.)**  
**財富收益來源 (即 財富淨值) 指所有現有現金 / 財富的來源，包括現有但將不存入澳門滙豐銀行的現金 / 財富。(請選擇所有適用的項目)**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> From Salary 薪金收入   | <input type="checkbox"/> Lump Sum-Pension 退休金總額        | <input type="checkbox"/> Income-Business income 生意收入           |
| <input type="checkbox"/> Inheritance 遺產繼承   | <input type="checkbox"/> Investment-Real Estate 地產投資收入 | <input type="checkbox"/> Investment-Art Work 藝術品投資收入           |
| <input type="checkbox"/> Investment-External investment 投資收入                          | <input type="checkbox"/> Investment-Shareholder 股東花紅   | <input type="checkbox"/> Gift 贈與                               |
| <input type="checkbox"/> Sale of an Asset (e.g. Property / Car)<br>資產轉售 (例如: 房產 / 汽車) | <input type="checkbox"/> Lottery Gaming Win 博彩獎金       | <input type="checkbox"/> Parental Support 父母資助                 |
| <input type="checkbox"/> Earnings Given by Spouse 由配偶給予的收入                            | <input type="checkbox"/> Stipend 贊助                    | <input type="checkbox"/> Others 其他 (please specify 請註明): _____ |

List all Countr(ies) / region(s) of Source of Wealth 請註明所有財富收益來源的國家 / 地區

- |    |    |
|----|----|
| 1. | 3. |
| 2. | 4. |

**Source of Funds refers to the means to fund the account and all other regular sources of future deposits. (Please tick all that apply.)**
**資金來源 指為戶口和所有其他定期存款提供資金來源的財富/收入。(請選擇所有適用的項目)**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> From Salary 薪金收入   | <input type="checkbox"/> Lump Sum-Pension 退休金總額        | <input type="checkbox"/> Income-Business income 生意收入           |
| <input type="checkbox"/> Inheritance 遺產繼承   | <input type="checkbox"/> Investment-Real Estate 地產投資收入 | <input type="checkbox"/> Investment-Art Work 藝術品投資收入           |
| <input type="checkbox"/> Investment-External investment 投資收入                          | <input type="checkbox"/> Investment-Shareholder 股東花紅   | <input type="checkbox"/> Gift 贈與                               |
| <input type="checkbox"/> Sale of an Asset (e.g. Property / Car)<br>資產轉售 (例如: 房產 / 汽車) | <input type="checkbox"/> Lottery Gaming Win 博彩獎金       | <input type="checkbox"/> Parental Support 父母資助                 |
| <input type="checkbox"/> Earnings Given by Spouse 由配偶給予的收入                            | <input type="checkbox"/> Stipend 贊助                    | <input type="checkbox"/> Others 其他 (please specify 請註明): _____ |

**Source and Description of Account Opening Fund (and Source and Origins of Funds to be Used in the Relationship)**
**開戶資金來源及描述 (及使用資金來源)**

Source of Initial Funds 初始存款的來源:

Initial Funds Originated from which Countr(ies) / region(s) 初始存款來自的國家 / 地區:

Amount of Initial Funds in Local Currency 以本地貨幣計算之初始存款金額: MOP

- Deposit Method 轉賬方法:
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Cash Deposit 現金存款                        | <input type="checkbox"/> Cheque Deposit 支票存款                   | <input type="checkbox"/> Transfer from Other Accounts 戶口轉賬 |
| <input type="checkbox"/> Wire Transfer from Other Banks 來自其他銀行的匯款 | <input type="checkbox"/> Others 其他 (please specify 請註明): _____ |  |

**Expected Monthly Account Activity 預計每月戶口交易**
**a. Non-cash Transfer (e.g. Cheque, Transfer from / to Other Account, Wire Transfer from / to Other Bank, Others, please specify)**
**非現金轉賬 (例如: 支票, 轉賬由 / 至其他戶口, 電匯由 / 至其他銀行, 其他, 請註明)**

Account 戶口	Type of Transaction 交易類型	Credit / Debit 轉入 / 轉出	Currency 貨幣	Amount per transaction 每筆交易金額	Monthly Frequency 每月交易次數	Name of Bank / Name of Remitter 銀行名稱 / 匯款人名稱	Country / Region / City 國家 / 地區 / 城市	Reason for receiving / sending these funds 轉入 / 轉出收取款項的原因

b. Cash 現金	Currency 貨幣	Amount 金額	Monthly Frequency 每月交易次數	Reason / Source 原因 / 來源
Credits per month 每月入賬				
Debits per month 每月支賬				

**4. ACCOUNT BENEFICIARY OWNER INFORMATION 戶口實益擁有者資料**

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

戶口是否有戶口持有人以外的實益擁有者:

- 
- Yes 是 - [please complete the details below 請填寫以下資料 ▼]
- 
- 
- No 否

Full Name 姓名

Date of Birth (dd/mm/yyyy) 出生日期 (日 / 月 / 年)

\_ \_ / \_ \_ / \_ \_ \_ \_

Place of Birth 出生地點

Nationality 國籍

 Identification Document Details\*  
 身分證文件資料

**Note: \*Please provide Copy of ID / 請遞交身分證文件副本 ▼**

Identification Document Type 身分證文件類別

Identification Document Number 身分證文件號碼

 Residential Address  
 住宅地址

Note: We may also need to obtain your address proof if considered appropriate.

注意: 我們可能要求您提供居住地址證明的副本。

Permanent address

 (if different from residential address)  
 永久地址 (如與住宅地址不同)

Employment Status 就業狀況

Job Title 工作職位

Employer / Business Name 僱主 / 公司名稱

Source of Wealth 財富收益來源

Source of Funds 資金來源

Monthly Salary (MOP) 月薪 (澳門幣)

Purpose and Intended Nature of the Business Relationship 擬定的戶口用途和關係性質

**5. REQUESTED ACCOUNT TYPE INFORMATION 申請戶口類別資料**

Type of Account 戶口類別	Currency of Account 戶口幣別			
	MOP 澳門幣	HKD 港幣	CNY 人民幣	Other 其他 (please specify 請註明):
Statement Savings Account (SSV) 結單儲蓄戶口	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Time Deposit Account (TMD) 定期存款戶口	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Current Account (CUA) 往來戶口	<input type="checkbox"/>	<input type="checkbox"/>		
Multi-Currency Savings Account (MSV) 多種貨幣儲蓄戶口				<input type="checkbox"/> _____

Purpose of Account 戶口用途

- 
- Savings 儲蓄
- 
- 
- Salary Account 薪金戶口
- 
- 
- Others 其他 (please specify 請註明): \_\_\_\_\_
- 
- 
- Collection of Rent 收取租金
- 
- 
- Investment 投資
- 
- 
- Loan Repayment 償還貸款
- 
- 
- Utility Bills Payment 繳付賬單

Types of Services which will be used (and Nature of Activity) 將使用服務類型 (及戶口活動性質)

- 
- General Banking Services (e.g. Cash, Cheques, Autopay) 一般銀行服務 (例如: 現金、支票、自動轉賬)
- 
- 
- Investment and Insurance Services 投資及保險服務
- 
- 
- Credit Services (e.g. Loan, Credit Cards) 信貸服務 (例如: 貸款、信用卡)
- 
- 
- Remittance Services (e.g. Telegraphic Transfer, Demand Draft) 匯款服務 (例如: 電匯、匯票)
- 
- 
- Others 其他 (please specify 請註明): \_\_\_\_\_

**For Statement Savings and Current Accounts only 適用於結單儲蓄及往來戶口**

Type of Statement Required 所需之結單類別

- 
- Composite Statement (i.e. One single statement for all your accounts with the bank)
- 
- 綜合結單 (即一張結單列出在本行開立的所有戶口)
- 
- 
- Regular Statement (i.e. A separate statement for each account) – a copy of your account statement will be delivered monthly, commencing one month from your account opening date.
- 
- 普通結單 (即一戶口的獨立結單) 本行將於戶口開立後一個月起, 按月送出閣下的戶口結單。

 Language 語言  English 英文  Chinese 中文

Statement frequency 結單期 \_\_\_\_\_ Number of copies 結單數目 \_\_\_\_\_

**FOR NON-MACAUI D / RESIDENT ONLY (非澳門居民身分證持有者)**

Reason for Setting Up Account in Macau  
在澳門開立戶口的原因

**Please provide supporting document (e.g. Employer letter specifying job requirement to work overseas)**  
**請遞交證明文件 (例: 公司證明信說明有需要海外工作)**

- Study 求學
  Work 工作
  Immigration 移民  
 Others 其他 (please specify 請註明): \_\_\_\_\_

**6. OPTIONAL ACCOUNT FEATURES (To be completed only if the service below is required)**  
**自選服務 (如需以下服務, 才需填寫)**
**Cheque-book Application 支票簿申請**  Yes 是  No 不是

Applicable Account Currency 適用戶口貨幣

 HKD 港幣

 MOP 澳門幣

No. of Cheque-book to be Mailed (25 bearer cheques per cheque-book)

郵寄支票簿數量 (每本支票簿 25 張持票人支票)

 Collected at \_\_\_\_\_ Branch \_\_\_\_\_  
遞送 \_\_\_\_\_ 分行等待領取

 Collect by (Name) \_\_\_\_\_ (Identification Document number: \_\_\_\_\_)  
由(姓名) \_\_\_\_\_ 領取 (身分證明文件號碼: \_\_\_\_\_)

 Mailed to me / us (to correspondence address of the account) 郵寄至本人 / 我等戶口的結單地址

**Phonebanking Service 電話理財服務**

- New Phonebanking PIN Advice to be collected at 領取新電話理財私人密碼通知書地點為  
 Local Branch 本地分行: \_\_\_\_\_  
 By mail to my overseas correspondence address registered in the Bank 郵寄到本人在貴行已登記的海外通訊地址

**Note 注意**

All sole account(s) and credit card(s) will be auto registered. Any addition/deletion will be automatically updated on the transfer list.  
所有獨立戶口及信用卡將自動被登記, 任何開立 / 刪除將自動在轉賬冊上作出修訂。

**7. CUSTOMER SIGNATURE 客戶簽署**
**1. Declaration 聲明**

I have received, read and agreed to the General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders) issued by The Hongkong and Shanghai Banking Corporation Limited, Macau Branch. I confirm that I have been given the opportunity to ask questions about any of the terms, including but not limited to those mentioned herein below, and have received satisfactory explanations from the Bank where applicable.

本人已收到及閱讀並同意遵守香港上海滙豐銀行有限公司澳門分行的一般章則條款 (個人獨立戶口、聯名戶口及商業戶口持有人適用)。本人確認銀行有給予本人發問有關任何條款的問題，包括但不限於以下所述，並 (如適用) 已獲貴行滿意的解答。

Yes 同意  No 不同意

**2. Collection and Disclosure of Account Holder Information 收集及披露戶口持有人資料**

I hereby agree, that the HSBC Group may collect, use, share and transfer to any jurisdiction outside of the Macau S.A.R., relevant information about me, my transactions and my relationships with the HSBC Group to meet any requirements, either regulatory, legal or otherwise. Any information processed in such manner shall be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject. In addition, I waive to the bank's duty of secrecy and agree (where applicable) to the potential tax withholding requirements thereunder. I acknowledge and agree that I shall be given the right to request access and correction of any of the Personal Data. Any request may be made in writing and addressed to The Hongkong and Shanghai Banking Corporation Limited, Macau Branch 639 Avenida da Praia Grande, Macau, or to PO Box 476, Macau. **All as better detailed in Clause 1.30 of the General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders) hereto enclosed** and that may be accessed at any time on <http://www.hsbc.com.mo>. By signing this application form, I confirm that I have read, agreed and consented to such Collection and Disclosure of Account Holder Information described herein and in Clause 1.30 of the attached General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders).

本人同意，滙豐集團可收集、使用、分享及轉移任何與本人、本人的交易以及本人與滙豐集團的關係有關的資料到澳門特別行政區以外的司法管轄權的區域，以履行任何監管性的、法律性的或其他性質的要求。任何根據上述情況處理的個人資料將受滙豐集團成員、其員工及第三方均須遵守嚴格的保密及安全規範保護。另外，對於銀行根據可適用的條款所分享的資料，本人寬免銀行的銀行保密責任，並同意(如適用)銀行根據條款預扣稅項。本人承認並同意本人有權要求查閱及更正任何個人資料。任何要求可以書面向香港上海滙豐銀行有限公司澳門分行提出，地址為澳門南灣大馬路 639 號或澳門郵政編號 476 號。詳情請參閱隨附的一般章則條款 (個人獨立戶口、聯名戶口及商業戶口持有人適用) 第 1.30 條。該等規範可隨時於以下網址查閱。透過在下方簽名，以證明本人已閱讀及同意於上述情況下及根據一般章則條款(個人獨立戶口、聯名戶口及商業戶口持有人適用) 第 1.30 條對戶口持有人資料的收集及披露。

Yes 同意  No 不同意

**3. Information about Products, Services and Promotions 關於產品、服務及推廣的資訊**

By ticking the below, I agree the HSBC Group to use and share relevant information about me, my transactions and my relationships with the HSBC Group, in particular to give me information about products, services (including mortgages) and promotions available from members of the HSBC Group and selected third parties which may interest me either by post, telephone, electronic and other means.

透過下方勾選的方格，本人同意滙豐集團可使用及分享與本人、本人的交易及本人與滙豐集團的關係有關的資料，以透過郵遞、電話、電子郵件及其他方式向本人提供可能有興趣的由滙豐集團成員及指定第三方所提供有關產品、服務(包括按揭)及推廣的資訊。

Yes 同意  No 不同意

By signing below, I hereby confirm that the details given above are correct and I agree that the HSBC Group can use my information in the way set out above and better described in the attached General Terms and Conditions (For Personal Sole Account, Joint Account and Business Account Holders)

透過在下方簽名，本人確認上述所提供的資料全屬正確，並同意滙豐集團可根據上述情況及一般章則條款 (個人獨立戶口、聯名戶口及商業戶口持有人適用) 使用閣下的資料：

Account Type 戶口類別	Customer No. 客戶編號	
	Identification Type & Number 身份證明文件類別及號碼	
Full Name (in Block Letters) 全名(請用正楷) Mr / Mrs / Miss / Ms 先生 / 太太 / 小姐 / 女士	<b>FOR BANK USE ONLY</b> 銀行專用	
X  Signature and / or Chop 簽署及 / 或蓋章 <i>Note: Please sign according to your signing mandate (specimen signature).</i> 注意：請根據閣下戶口的簽字式樣簽署。	Sign. Verif.	C35 Checked
	Date 日期	

Account No(s). 戶口編號

**GENERAL TERMS AND CONDITIONS (For Personal Sole Account and Joint Account)**

*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**

- 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.
- 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, SMS, fax, email or otherwise*). The account holder undertakes to notify the Bank (*in such manner as may be prescribed or accepted by the Bank from time to time*) of any change of such particulars. All communications sent by the Bank to the account holder using any one or more of the Contact Details last registered with the Bank shall be deemed to have been duly delivered to the account holder. Where in the Bank's opinion communications sent to the account holder using one or more of the Contact Details last registered with the Bank will fail to reach the account holder, the Bank may in its sole discretion stop sending further communication (*including without limitation account statements, debit/credit advices and other communications*) to the Contact Details concerned or the account holder. Copies of account statements and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge.
- 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. 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 / regions, 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 be 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 / region 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 only 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 / region 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 / region 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 / region 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 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.

**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.

#### Unauthorised overdraft

Personal Sole Account Opening Form 獨立戶口開戶表格

Issued by The Hongkong and Shanghai Banking Corporation Limited, Macau Branch  
香港上海滙豐銀行有限公司 (澳門分行) 刊發

If you give us an instruction to pay or withdraw from your account (i) where there are insufficient funds in your account and (ii) which, if executed by us, would cause your account to go overdrawn or over an existing overdraft limit, we will treat this as your request for an unauthorised overdraft and we may:

- (i) refuse it; or
- (ii) agree to your request and provide you with an overdraft or an increase to your existing overdraft. The amount of the overdraft or increase will be subject to our prevailing interest rate calculated on a daily basis. We may charge an arrangement fee for the overdraft or the increase.

- 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** 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.
- 1.25** 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
- 1.26** 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.

**1.27** *(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.

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

**1.29** 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.
- (vii) Where
  - the account holder or any Connected Person fails to provide promptly Account Holder Information reasonably requested by the Bank, or
  - the account holder or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Account Holder Information for the Purposes (except for purposes connected with marketing or promoting products and services to the account holder), or
  - the Bank has, or a member of the HSBC Group has suspicions regarding Financial Crime or an associated risk,the Bank may:
  - (1) be unable to provide new, or continue to provide all or part of the Services to the account holder and reserve the right to terminate its relationship with the account holder;
  - (2) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
  - (3) block, transfer or close the account holder's account(s) where permitted under local Laws.In addition, if the account holder fails to supply promptly the account holder's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the account holder or the Connected Person, including whether the account holder or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be 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 or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the account holder or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the account holder or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

#### d. Tax Compliance

The account holder acknowledges that the account holder is solely responsible for understanding and complying with the account holder's tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries / regions 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.

## 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.

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 after 8 days of its issuance and 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;
- 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", in this Section 5, includes not only a bank account, but also a credit card account.

"Account holder", in this Section 5, includes not only the account holder of a bank account, but also a Cardholder.

"Authorised Phonebanking Service User" means the person who is authorised by the account holder to use the Phonebanking Service and shall include the account holder.

"Cardholder" (including Additional Cardholder) means the person issued with one or more credit card(s) by the Bank.

"Credit 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 during the prevailing servicing hours,

##### 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 shall not 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 be fully responsible for any accidental or unauthorized disclosure of the Phonebanking PIN and shall bear the risks of the Phonebanking Service being used by unauthorized persons or for unauthorized purposes. Upon notice, knowledge or suspicion of the Phonebanking PIN being disclosed to, lost or has otherwise coming into the knowledge or access of any unauthorized person or an unauthorized use of the Phonebanking Service being made, the Authorised Phonebanking User shall notify the Bank in person as soon as practicable or by telephone at such telephone number(s) as the Bank may from time to time prescribe (and the Bank may ask the Authorised Phonebanking Service User to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Authorised Phonebanking User shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorized purposes.

- 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 tapes containing the records of telephone calls shall be kept by the Bank for no longer than twelve months. After this period the Bank shall have the right to rely absolutely on its written records of the transactions, in case any dispute arises in relation with any previous transactions.

#### 5.4 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.

**APPENDIX 1**

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

香港上海滙豐銀行有限公司, 澳門分行

一般章則及條款 (個人獨立戶口及聯名戶口適用)

注意: 在適用時, 戶口持有人可指眾數。

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

1. 一般條款

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至不同程度上向該等戶口持有人提供此等資料;
- b. 每名戶口持有人均受本章則及條款或其他規管戶口的章則及條款所約束。即使 (i) 任何其他人士或任何其他擬受此等章則及條款約束但並未受約束的人士或 (ii) 由於欺詐、偽造或其他原因 (無論本行是否得悉有關不足) 令此等章則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單獨運作戶口, 本行獲授權履行任何一名此等戶口持有人發出與戶口有關的指示, 包括但不限於結束戶口的指示, 除非本行另行議定或規定。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則及條款, 則視每名及全部戶口持有人已適當地接納該等章則及條款, 並因而受該等章則及條款所約束; 及
- e. 就遠期日交易而言, 本行將把在正常營運過程中執行指示之前最後收到的指示視為就此從戶口持有人收到的最後指示。

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、遞延、或有、基本性、擔保性、個別性、聯同性或其他 (合稱「戶口持有人的總負債」)。在不損害以上條文的總括性前提下, 並除去本行對任何戶口所可能擁有的一般性留置權、抵銷權或其他因持有抵押而產生的權利之外, 戶口持有人同意, 如戶口持有人於相關時間的總負債相等或超過本行當時對其所負的債務, 本行有絕對全權並毋須給予戶口持有人通知, 於本行對戶口持有人的任何負債到期付還或其要求償還時予以拒絕。如本行就對戶口持有人的任何負債行使此項權利, 有關債務將大體按照本行行使此項權利前生效的章則及條款或依本行視當時情況而認為適當的其他條款而列為未付賬項, 惟本行可隨時毋須給予戶口持有人預先通知而將其任何或全部結存或其在任何或全部戶口的結存與戶口持有人總負債的任何部分或全部合併。如屬個人戶口持有人, 則本行在本章則及條款下的權利不會因戶口持有人的死亡或法律上無行為能力而受影響。

本行保留權利僱用收數代理機構及第三方代收戶口持有人的任何欠款或逾期未付的款項。戶口持有人須承擔本行因催繳、追收、提出控訴或追討該等欠款或逾期未付的款項而支付的任何合理費用及開支 (包括但不限於律師費、僱用收數代理機構 (及該等其他第三方) 代收而需支付的收賬費或其他開支)。

1.4 戶口持有人應以本行不時規定或接納的方式, 包括但不限於用書面、傳真、電郵、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。本行保留在其認為適宜的一段時間之後將該等記錄銷毀的權利。

1.6 本行保留將已有縮微攝影 / 掃描的任何有關的戶口文件銷毀的權利, 以及在其認為適宜的一段時間之後將已有縮微攝影 / 掃描件銷毀的權利。

1.7 如戶口持有人已設立戶口的直接付款授權, 而連續 30 個月內未有根據該授權而作出過賬的紀錄, 本行保留取消該直接付款安排的權利而毋須另行預先通知有關戶口持有人, 即使該等授權並未到期或未有註明授權到期日。

1.8 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在將票據存入本行之時告知、填寫或輸入票據的各項詳情, 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, 且本行有權透過借記或貸記項目 (視情況而定) 相應調整戶口。凡已入賬的所有匯入匯款、支票及貨幣工具, 均須待本行收妥款項後方能作實。若未完成結算程序, 本行有權不提供所得收益。如任何支票及貨幣工具隨後退回未收妥或僅部分被收妥, 或匯款金額最終未收到, 則無論其原因為何, 本行保留在有關戶口內照數扣取適當款項的權利。

**1.9** 作為任何常行指示受益人的戶口持有人同意，根據常行指示的任何入賬，須視乎轉讓人的最後付款，並同意若因轉讓人的戶口情況（例如，轉讓人的戶口資金不足），該常行指示後來遭退回，則本行保留權利且戶口持有人授權本行從受益人戶口內照數扣除該入賬。

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

戶口持有人同意審核本行所提供的每份戶口結單，檢查是否出現因任何原因（包括但不限於偽造、冒簽、詐騙、未經授權交易或戶口持有人或任何其他人士的疏忽）而引致的任何錯誤、偏差、未經授權扣款或其他交易或入賬（統稱「*過失*」）。

戶口持有人亦同意戶口結單是本行與戶口持有人之間有關戶口結餘方面的不可推翻之證據，而戶口持有人將受戶口結單的約束，並被視為已同意豁免任何就該結單而向本行提出反對或追討任何補救的權利，除非戶口持有人在以下時間之後的 90 天內，以書面通知本行任何過失：

- a. 專人向其交付戶口結單（如以專人交付的方式發送）；或
- b. 本行已寄出戶口結單（如以郵寄方式寄送）；或
- c. 本行以電郵方式發出戶口結單（如以電郵方式發送）；或
- d. 本行將戶口結單存放於戶口持有人的個人網上理財戶口（如有提供）；或

**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（包括但不限於地址、電話號碼、電郵地址及傳真號碼）（統稱「*聯絡資料*」），作為與戶口持有人通訊之用（不論是透過書信、電話、SMS 短訊、傳真、電子郵件或其他方式）。戶口持有人承諾就該等資料的任何更改（以本行不時指定或接納的方式）通知本行。凡按照戶口持有人最後於本行登記的任何一項或多項聯絡資料向戶口持有人發送的所有通訊，均被視為已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能送達戶口持有人，本行可全權酌情決定停止向有關聯絡資料或向戶口持有人繼續發送更多通訊（包括但不限於戶口結單、出入賬通知書及其他通訊）。戶口持有人可書面要求本行編製提供戶口結單及/或戶口交易證明文件的副本，而本行可就這項服務收取手續費。

**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** 如聯名戶口持有人或獲授權簽署人之間出現任何爭議，本行有權將所持有的任何授權書視為暫停生效。此外，若本行認為有或有理由懷疑有以下情況，本行保留暫停執行戶口持有人的所有或任何戶口直至本行認為適當的時間之權利：

- a. 本行並無持有有效的戶口授權書；或
- b. 戶口持有人（以受託人身分行事者除外）並非實方結存或戶口中所持其他資產的真正擁有人。

**1.14** 本行可不時全權酌情修訂本文件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** 有關經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. 確認美元結算系統會依據美元結算所規則以及其中所述的美元操作程序（可能不時予以修訂）運作；
- b. 同意澳門金融管理局毋須對戶口持有人或任何其他人士由於以下原因直接或間接以任何方式引致的任何類型或性質的索償、損失、損害或開支（包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應而生的損失）（即使澳門金融管理局已知或理應知道其可能存在）負上任何義務或承擔任何法律責任：
  - (i) 澳門金融管理局（在出於真誠的情況下）或美元結算系統的結算機構、香港銀行同業結算有限公司、或任何美元結算所成員在管理、運作或使用（包括但不限於終止及/或暫停結算機構、美元結算設施或任何該等成員）美元結算所或美元結算設施或其中任何部分時所作出或沒有作出的任何事情；
  - (ii) 在不損害上文(1)項的原則下，任何有關或根據美元結算所規則以及其中所述的美元操作程序（可不時予以修訂）發出的任何通知、通告或批准。

**1.16** 接受外幣支票作為交易的付款或結賬方式可能涉及風險。一些國家/地區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，支付的銀行如在隨後的六年內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（使用本行的現行買入價）承兌，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，會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說明該段指定時間。
- (ii) 如本行託收支票，本行會根據國際商會刊物第 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) 如所購買的支票被退回或所託收的支票隨後根據適用的法律及規例需要退還或退款，則本行會由存款戶口支取有關款項，金額將按本行現行的賣出價或原本的買入價（以較高者為準）計算，另加任何收費。
- (iv) 如海外銀行徵收任何費用（如有），本行會由存款戶口支取有關款項，並寄發通知書給存款戶口持有人。
- (v) 凡於本行不時訂定的截數時間後收到的支票，將於下一個營業日處理。「營業日」指本行於澳門開放營業的日子（星期六、星期日或公眾假期除外）。

**1.17** 除非另行指明，否則下列條款適用於戶口持有人向本行發出的電匯（「TT」）或跨行轉賬（「RTGS」）的申請，不論是透過本行的分行、電話理財服務、本行的網上理財服務或者本行於任何時間及不時提供的其他渠道或方式作出：

- a. 本行保留根據其發送安排辦理電匯或跨行轉賬指示的權利；

- b. 本行可自由使用文字或密碼發送電匯 / 跨行轉賬，如在傳輸訊息時發生任何遺失、延誤、錯誤、遺漏或損壞、或於接獲時有所誤解，本行毋須就此承擔任何責任；
- c. 除非另有相反指示，否則電匯 / 跨行轉賬將以作出付款所在國家 / 地區的貨幣執行；
- d. 雖然本行將竭盡所能就電匯 / 跨行轉賬的有關收費執行戶口持有人的申請，但戶口持有人應了解本行僅就其自己的收費擁有酌情決定權。如戶口持有人請求支付海外或其他銀行的收費，本行將傳達該請求，但受益人能否收到電匯 / 跨行轉賬的全數付款將取決於有關代理銀行及 / 或收款銀行採用的付款慣例，非本行所能控制。本行毋須就此負責或承擔法律責任；
- e. 如因操作情況所需，本行保留於戶口持有人指定地點以外的其他地點支付電匯 / 跨行轉賬的權利；
- f. 如本行未能提供一個確定的匯率報價，則本行會根據臨時匯率辦理電匯 / 跨行轉賬，並在確定實際匯率時作出調整。任何臨時匯率與實際匯率之間的差額，須在戶口持有人的戶口中扣除 / 歸還（視情況而定）；
- g. 本行匯款部於本行不時訂定的截數時間之前收到的申請不可於同日處理。此外，本行只會能在能夠提供有關服務的情形下方能處理有關申請，包括（但不限於）貨幣結算系統以及代理商行及 / 或目的地銀行所在國家 / 地區的可供使用情況；
- h. 如電匯 / 跨行轉賬將於特定日期辦理，戶口持有人應在向本行提交的電匯 / 跨行轉賬申請書時明確指明此辦理日期，除非本行另行指明；
- i. 即日收款的電匯 / 跨行轉賬申請，須受目的地所在地區的截數時間及 / 或結算銀行的資金安排要求之規限。如因該等規限而引致戶口持有人的戶口於收款日之前被扣除付款金額，本行毋須就該等限制引致的任何利息開支或損失承擔責任；
- j. 本行不負責告知戶口持有人以下方面：
- 辦理付款所在國家 / 地區的當地法律或規例訂明的任何外匯管制或類似限制，亦毋須就因付款受該管制及限制規限而引致的任何損失或延誤承擔責任。強烈建議戶口持有人自行查詢有關規定；
  - 海外銀行或其他銀行可能訂明的任何收費，亦毋須就不能提供該資料而承擔責任；
- k. 如受益人並無在本行的海外集團辦公室或其代理銀行開戶，本行或其代理銀行保留根據作出付款所在國家 / 地區的常規或認可的銀行慣例，透過除電匯 / 跨行轉賬以外的方式作出付款的權利。本行概不負責向戶口持有人告知使用其他方式，如因採用該方式而引致延遲支付付款且該延誤並非本行或其代理銀行所能控制，則本行及其代理銀行毋須就此承擔責任；
- l. 本行保留不處理或另行拒絕有關電匯 / 跨行轉賬申請的權利，而不需給予任何理由；
- m. 如本行已辦理電匯 / 跨行轉賬申請，而本行認為出現以下情況，則本行保留給予或毋須給予通知而不處理電匯 / 跨行轉賬的權利：
- 無充足可用資金；或
  - 所提供的資料不正確、不完整或不清晰；或
  - 該申請處理違反任何適用法律或規例；或
  - 戶口持有人已列明本行並未提供的或另行接納的額外電匯 / 跨行轉賬指示。
- 如因上述一個或多個理由導致電匯 / 跨行轉賬延誤、拒收及 / 或退回，或者因本行延誤處理電匯 / 跨行轉賬申請，或者本行決定不處理電匯 / 跨行轉賬申請而使任何人士蒙受任何損失或損害，本行毋須就此承擔責任。本行保留從支付款項或戶口持有人的任何戶口扣減收款行訂明的任何收費之權利；
- n. 為遵守有關打擊洗黑錢和恐怖分子籌資活動的規定及 / 或國際指引，本行在進行電匯 / 跨行轉賬交易時，有可能需要透露有關戶口持有人的個人或其他客戶資料，包括但不限於扣款戶口號碼（如適用）和戶口持有人的姓名、地址及其他獨有的資料（如出生日期或個人身分證明文件）。戶口持有人在此授權本行[和任何相關代理銀行]向本行（或如適用，任何相關代理銀行）認為有需要的任何相關代理銀行、收款人或其他適當權力機關作出此等披露，及
- o. 本行會盡可能在合理的商業情況下處理已收到的任何止付指示，但本行不能保證有關止付指示可成功執行。由於執行止付指示需時，所以在戶口持有人要求止付時（無論有關款項是否已從戶口持有人的戶口中扣除），止付指示的結果均不能即時確定。本行會在收到止付指示後的 24 小時內，盡力在合理的商業情況下通知戶口持有人止付指示的結果。即使本行收到止付指示，本行並不會就未能阻止電匯 / 跨行轉賬匯出而導致戶口持有人或任何其他人士的任何損失或損害負任何責任。

- 1.18 若任何戶口在本行決定的一段時間內全無進支記錄（請聯絡本行查詢不同戶口類別的無進支記錄時間），本行可限制戶口的使用或修改使用戶口的條件。若在本行不時決定的期間內戶口結餘為零，本行可自行酌情決定關閉該戶口。

#### 未經授權透支

如閣下向本行發出指示從閣下的戶口進行付款或提款 (i) 而閣下的戶口中並無足夠資金及(ii) 如本行執行該指示，會導致閣下的戶口透支或超過現有透支限額，本行將視此為閣下就未經授權透支服務的要求，而本行可：

- (i) 拒絕閣下的要求；或
- (ii) 同意閣下的要求並向閣下提供透支服務或增加閣下的現有透支限額。透支金額或現有透支限額增加的利息按本行當時的利率每日累算。本行可就透支服務或增加限額徵收手續費。

- 1.19 本行有權自行決定不時向客戶徵收其認為合適的服務費用、貸款費用及 / 或其他費用 ( 包括但不限於在任何情況下向有結存的戶口收取存款費用 ) 。上述的收費不時適用於所有戶口。有關收費細則可向本行各分行索取。本行保留權利隨時毋須給予戶口持有人通知而從戶口持有人於本行的任何一個或多個戶口扣賬以結清有關服務費用、貸款費用及 / 或其他費用，而毋須理會上述戶口是否有足夠可用資金、透支或信貸融資，而由此而引起的任何透支或信貸額將按當時適用的利率計息及收費。
- 1.20 戶口持有人同意，本行可利用滙豐集團旗下一家或多家成員公司或其他第三方協助本行向戶口持有人提供服務或履行戶口持有人的要求。該等公司可就提供予本行的服務收取任何性質的報酬 ( 無論是收費、佣金、回扣或其他付款 ) 。若戶口持有人經滙豐集團成員或其他第三方介紹予本行，本行亦可向彼等支付報酬。任何該等付款均不會影響戶口持有人因於本行持有戶口或獲得本行提供服務而應繳的費用及收費金額。
- 1.21 戶口持有人需遵守本章則及條款內不時生效的一切有關戶口活動或交易的法律和規則。戶口持有人需賠償本行由於以下原因而引致的所有責任、損失、成本費、支出及收費 ( 無論是由各種稅項所引致的收費或其他 ) :
- 為戶口持有人保存戶口；
  - 對戶口持有人提供服務或進行交易；及 / 或
  - 戶口持有人違反任何章則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，或其他設施或服務，本行概不負責。無論在任何情況下，戶口持有人或任何第三者因此而引起或與此相關的任何間接或最終損失，本行亦概不負責。
- 1.23 戶口持有人特此同意及授權本行隨時將其在本章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 如戶口持有人未能結清本行徵收的任何費用及收費，則本行保留權利暫停其戶口。本行亦可在事先發出通知後終止任何戶口 ( 在特殊情況下，本行或會自行終止客戶的戶口而毋須事先發出通知 ) ，無論是否給出任何理由。
- 1.25 戶口持有人接受本行處理涉及貨幣兌換的付款申請 / 交易請求需時，及本行會以處理付款申請 / 交易請求時的匯率 ( 可能會與提交時的匯率有所差異 ) 處理該申請 / 請求。本行於戶口持有人提交付款申請 / 交易請求時所提供的任何匯率僅供參考，實際適用的匯率以處理該申請 / 請求時的匯率為準。
- 1.26 就跨境交易 ( 「相關交易」 ) 中進行的人民幣兌換而言，除非本行收到令本行滿意的文件證明 ( 包括第三方的文件 ) ，顯示根據所有適用的法律、規例或由澳門金融管理局不時發出而本行作為在香港提供人民幣服務的認可機構必須遵從的指引，該交易屬跨境商品貿易，否則本行將不會認可相關交易為跨境商品貿易。
- 1.27 ( 適用於個人戶口 )  
基於保安理由，本行保留權利隨時延遲或拒絕處理並非由戶口持有人親自提交的任何銀行指示，而毋須事先發出通知。
- 1.28 本章則及條款受澳門特別行政區法律所管轄，並按其詮釋。
- 1.29 收集及披露戶口持有人資料

**a. 定義**

出現於本第 1.30 條的詞語有下列涵義。

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

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

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

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

「**控制人**」指控制實體的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人士。就信託以外之其他實體而言，指處於相等或類似控制位置的人士。

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

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

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

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

「個人資料」指任何與一名個人有關的資料而從該等資料可確定該名個人的身分。

「服務」包括(i)開立、維持及結束戶口持有人的戶口，(ii)提供信貸融資及其他銀行產品及服務、處理申請、信貸及資格評估，及(iii)維持本行與戶口持有人的整體關係，包括向戶口持有人促銷服務或產品，倘若包含在戶口開戶書申請或任何其他嗣後文件內時，亦包括市場調查、保險、審計及行政用途。

「主要擁有人」指有權直接或間接地從一個實體享有多於 10%利潤或權益的任何個人。

「稅務機關」指澳門或外地稅務、納稅或金融機關。

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

「稅務資料」指關於戶口持有人或關連人士的稅務狀況的文件或資料。凡提及單數則包括複數，反之亦然。

## b. 收集、使用及分享戶口持有人資料

本第 1.30(b)條解釋本行如何使用關於戶口持有人及關連人士的資料。適用於戶口持有人及其他個人的關於《個人資料（私隱）條例》的通知（前稱關於《個人資料（私隱）條例》的客戶通知）（簡稱「個人資料通知」）亦包含有關本行及滙豐集團如何使用該等資料的重要訊息。戶口持有人應一併閱讀本條款及個人資料通知。本行及滙豐集團成員可按本第 1.30 條及個人資料通知使用戶口持有人資料。

戶口持有人資料不會披露予任何人士（包括其他滙豐集團成員），除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；
- 本行因正當的商業用途需要披露；
- 獲資料當事人同意作出披露；
- 按本第 1.30 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)為任何用途（不論是否有意對戶口持有人採取不利行動）而把戶口持有人資料與本行或滙豐集團持有的任何資料進行核對（(1)至(3)統稱「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。戶口持有人亦同意從速回覆本行或滙豐集團成員就提供戶口持有人資料的任何要求。
- (v) 戶口持有人確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意）其已被或會被提供予本行或滙豐集團成員的資料（包括個人資料或稅務資料）按本行不時修改或補充的本第 1.30 條、附錄 1 及個人資料通知所載處理、披露及轉移。戶口持有人須知會該等關連人士他們有權索取及改正其個人資料。
- (vi) 戶口持有人同意本行按本章程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，以容許本行如上述行事。如戶口持有人未能或未有在任何方面遵守(v)及(vi)列出的責任，戶口持有人同意從速以書面通知本行。

(vii) 如：

- 戶口持有人或任何關連人士未有按本行合理的要求從速提供戶口持有人資料，或
- 戶口持有人或任何關連人士拒絕給予或撤回任何本行可為用途（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所需的任何同意，或
- 本行或滙豐集團成員就金融罪行或相關風險產生懷疑，

本行可能：

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

另外，如戶口持有人未有按要求從速提供戶口持有人或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本行可自行判斷有關戶口持有人或該關連人士的狀況，包括戶口持有人或關連人士需否向稅務機關申報。本行或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並支付有關金額予適當的稅務機關。

#### c. 金融罪行風險管理活動

- (i) 金融罪行風險管理活動包括：(1)審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何戶口持有人或替戶口持有人收取或支付的款項；(2)調查款項的來源或預定收款人；(3)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關連人士的身分及狀況。
- (ii) 本行及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理戶口持有人的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對戶口持有人或任何第三方就不論任何方式產生而蒙受或招致的，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。

#### d. 稅務合規

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

#### e. 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。

#### f. 終止後繼續有效

即使戶口持有人、或本行或滙豐集團成員終止對戶口持有人提供任何服務或戶口持有人的任何戶口結束，本第 1.30 條繼續有效。

#### 1.30 適用於商業戶口)

如戶口持有人或戶口持有人的股東（不論直接或間接、法律上或實益擁有）為一家公司，並註冊成立於允許發行不記名股份的國家/地區，戶口持有人確認及保證其或該股東均未有發行任何不記名股份，並進一步承諾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。

## 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。

支票應以僅以澳門幣及/或港幣為幣種的戶口所屬的貨幣，亦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。

戶口持有人可透過本行自動櫃員機、網上理財服務或電話理財服務（如下文所述）或以本行接納的任何其他方式申領新支票簿，惟本行亦可視乎情況而拒發支票簿。

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



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

戶口持有人在簽發支票時應小心謹慎，以確保其準確性，並同意不使其簽發的支票有機會被人塗改或作出詐騙或偽冒行為。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，並應盡量緊貼左方位置，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」）於相關貨幣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面內頁的條件及其他現行條件約束。

### 2.3 退票

本行保留權利拒付因戶口存款不足、有技術性錯誤或任何其他問題的支票，並收取有關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，並在出票日期八日後方能取消（止付）支票。有關的闡釋如下：

- a. 如戶口持有人能提供有關支票的號碼及其他資料，本行不負責確保該等其他資料與憑號碼辨認的有關支票的資料相符；
  - b. 如戶口持有人只能提供有關支票的其他資料而非有關支票的號碼，本行並無責任採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任；及
  - c. 如本行無法鑑定戶口持有人取消（止付）支票指示的真偽（不限於電話或傳真指示），本行並無需要（責任）採取任何行動。惟本行可酌情執行該指示，而毋須就此承擔責任。
- 如本行無法鑑定戶口持有人給予本行取消（止付）支票指示的真偽，無論本行有否執行該指示，戶口持有人應立即以書面或以本行能鑑定該指示真偽的方式向本行確認該指示。本行只須執行經驗證的指示。如該指示為不正確（錯誤）、虛假（偽造）、不清楚（模稜兩可）者，即使本行已執行該未經驗證的指示，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確及完整的資料。本行有權根據戶口持有人提供的該等資料發出收據及完成過戶程序。在發出票據之收據後，本行亦有權核實由戶口持有人所提供之任何資料。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。本行有權因此調整有關戶口。
- c. 票據及入賬的匯款可以澳門幣、港幣或任何其他貨幣，以及可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。倘入賬的匯款或票據的款項基於任何原因（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只有部分被收妥或其金額最終無法收到，無論任何原因，本行保留在有關戶口內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。

Personal Sole Account Opening Form 獨立戶口開戶表格

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香港上海滙豐銀行有限公司（澳門分行）刊發

3.4 須在提前 7 天發出通知及在有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入或出售任何證券或其他資產時，可以接受任何有關的經紀、包銷商或基金公司給予的回佣或回扣。

4.2 戶口持有人同意本行可酌情決定由本行或其代理人持有戶口持有人戶口內的證券或其他資產。

#### 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」指支款戶口的各戶口持有人，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並在現行的服務時間內享受本行不時提供的該戶口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 法律責任及賠償限制

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。各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使用電話理財個人密碼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人士的電話指示辦事。本行將毋須負任何責任。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，本行亦無責任進行鑑別。
- b. 獲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密碼嚴格保密，包括但不限於不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密碼，及不在任何地點或以任何方式保留電話理財個人密碼的任何書面記錄。若在任何無意或未經授權的情況下透露電話理財個人密碼給其他人士，獲授權電話理財服務使用者須負全責；電話理財個人服務被未經授權人士使用或被用於未經授權用途的風險，亦須由獲授權電話理財服務使用者承擔。一旦知悉或懷疑其密碼被未經授權人士所知悉及/或遺失或被任何未經授權的人佔有或控制，或有人未經授權而使用此服務，獲授權電話理財服務使用者須盡快親臨本行通知，或按本行提供的電話號碼以電話通知本行(本行有權要求客戶以書面確認所提供的詳情)，而在本行實際接到該通知之前，獲授權電話理財服務使用者應對任何或所有由未經授權人士使用此服務或此服務被用作未經授權的用途負責。
- c. 獲授權電話理財使用者及各相關支款戶口持有人須確保支款戶口內已有足夠款項或已有預先安排信用貸款以進行電話指示或其他指示，如因款項不足及 / 或信用貸款不足以致無法執行該指示，本行對於因此而引起一切後果，概不負責。倘本行有鑑於款項 / 信用貸款不足但仍決定執行該指示，本行可在未經獲授權電話理財服務使用者或支款戶口持人事前批准或未通知獲授權電話理財服務使用者或支款戶口持有人的情況下，依然按該指示辦事，惟獲授權電話理財服務使用者及各支款戶口持有人須對由此產生的透支、墊支或信貸負責；

- d. 凡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，否則本行毋須按該報價交易。倘獲授權電話理財服務使用者透過電話理財服務接納該確認匯率或利率，獲授權電話理財服務使用者及支款戶口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服務使用者或任何支款戶口持有人負責。在任何情況下，本行均不就由執行或不執行獲授權電話理財服務使用者的電話指示而引起或與之相關之任何間接損失或因此而引起之損失，對獲授權電話理財服務使用者或任何支款戶口持有人負責；
- f. 除因本行蓄意違約外，獲授權電話理財服務使用者及各支款戶口持有人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提起或本行蒙受或招致的一切訴訟、法律程序、索賠、損失、損害賠償、費用及開支對本行作出彌償，並使本行免受其害；該等彌償責任須在電話理財服務、任何戶口、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；
- g. 獲授權電話理財服務使用者按一般章則及條款發出電話指示之權利，無論何時均須視本行決定而定，本行並得隨時廢止此項權利而毋須事先通知；
- h. 所有獲授權電話理財服務使用者均有權單獨使用電話理財服務，無論是否在支款戶口、受款戶口及任何其他相關戶口下獲得簽署授權；
- i. 戶口持有人須將根據獲授權電話理財服務使用者發出的電話指示執行的交易之詳情告知以下戶口持有人：受款戶口、支款戶口或獲授權服務使用者已使用電話理財服務轉入款項的非受款戶口之戶口持有人。本行不負責向獲授權電話理財服務使用者或任何其他人士發出任何相關通知；
- j. 如一個戶口或一張銀行卡有超過一個獲授權電話理財服務使用者，則根據本一般章則及條款條文，(i)各服務使用者須承擔共同及個別的責任及義務，(ii)凡提述獲授權電話理財服務使用者，須根據文義要求解釋為其中任何一位或每位人士，(iii)即使任何其他獲授權電話理財服務使用者，或任何本應遵守人士並未遵守本一般章則及條款，各服務使用者仍均須遵守本一般章程及條款，及(iv)本行有權與獲授權電話理財服務使用者單獨處理任何事務，包括在任何程度上解除任何法律責任，但不得影響任何其他獲授權電話理財服務使用者的法律責任；
- k. 獲授權電話理財服務使用者了解並承認由於系統限制或本行銀行程序，本行不一定會立即或於發出該等電話指示當日處理電話指示。獲授權銀行理財服務使用者同意，本行概不就該等電話指示的其後執行對獲授權電話理財服務使用者或任何其他人士負責，本行在有關電話指示的何時執行方面的決策為最終決策，且對獲授權電話理財服務使用者具有約束力；及
- l. 如在聯名簽署委託書的情況下將支款戶口轉換為聯名戶口，則戶口持有人須通知本行，本行保留拒絕該戶口使用電話理財服務的權利。
- m. 本行將對一切電話通訊進行錄音，並會在若干情況下予以監聽，以求改進服務水平。根據電話指示執行的交易如有任何錯誤或遺漏，客戶須於交易日九十天內通知本行；及
- n. 本行將保留上述電話通訊的錄音帶不超過十二個月。此期限過後，如有任何關於以前交易的問題發生，本行有權僅以書面交易紀錄為根據。

#### 5.4 本行的權利

- a. 本行保留隨時在其認為適當時就此電話理財服務徵收服務費及 / 或其他收費的權利。
- b. 本行保留隨時在不論有無理由及在不論有否發出通知的情況下暫停或終止電話理財服務的權利。

#### 5.5 其他適用章則

除非本行另行建議，否則隨時及不時規管在電話理財服務下提供的或該服務另行覆蓋的各戶口、卡、服務及產品之所有協議、章則及條款將繼續適用。倘若該等協議、章則及條款與本第 5 條不一致，則在不一致的範圍內，須以本第 5 條所載條文為準。

### 6. 特快專櫃服務 (適用於使用本行特快專櫃服務的戶口持有人)

#### 6.1 服務

- a. 特快專櫃服務允許戶口持有人進行若干銀行交易，即在本行的指定「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. 戶口持有人須確保並在此承諾，透過特快專櫃服務遞交的所有文件及物品均屬完整、準確及經正式簽署 (如適用)。
- c. 本行可不時決定並 (透過本行決定的溝通途徑) 通知特快專櫃服務的範圍，當中可 (但並非必須，除其他項外) 包括存入澳門幣或港幣鈔票、硬幣，以及遞交電匯申請。
- d. 戶口持有人使用特快專櫃服務時，須遵守有關服務的章則及條款，以及本行不時發出的其他指示、指引及指令。

#### 6.2 存款

如特快專櫃服務允許存入鈔票、硬幣及支票 (統稱及各自稱為「存款」)，則以下章則須適用：

- a. 本行在收訖、檢查及核實鈔票、硬幣及支票後，方會對其負責；
- b. 本行在按其常規點算、檢查及核實相關鈔票、硬幣及 / 或支票後，方會將存款撥入指定戶口。此舉為最終及不可推翻，並對戶口持有人具約束力；及
- 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、檢查及核實者) 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訟費) 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, 包括但不限於本行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間接或相應產生的損失、損害或開支負責。

#### 附錄 1

以下章則是對第 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、執行或提供服務或戶口持有人要求或授權的任何交易;
- c. 遵守合規責任;
- d. 進行金融罪行風險管理活動;
- e. 向戶口持有人及為戶口持有人債務提供擔保或抵押的人士追收任何欠款;
- 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任何滙豐集團成員根據以下須或預期會遵守的任何責任、要求或安排:
  - (i) 任何法律或合規責任;
  - (ii) 任何權力機關提供或發出的任何守則、內部指引、指引或指導;
  - (iii) 與任何對滙豐集團整體或任何部分具有司法權限的權力機關現在或將來訂立的任何合約或其他承諾; 或
  - (iv) 權力機關之間的任何協議或條約;
- 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承讓人、或本行就針對戶口持有人的權利參與人或附屬參與人能評核擬轉讓、參與或附屬參與的交易;
- q. 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 (因應需要及在就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、往來及代理銀行、結算公司、結算或交收系統、市場交易對手、上游預扣稅代理、掉期或交易儲存庫、證券交易所、戶口持有人擁有證券權益的公司（如該等證券由本行或任何滙豐集團成員代戶口持有人持有）；
- 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、信貸調查機構或征信機構，以獲取或提供信貸資料；及
- g. 涉及本行或任何滙豐集團成員的任何業務轉讓、出讓、合併或收購的任何一方。

注意：中英文本如有歧異，須以英文本為準。

由香港上海滙豐銀行有限公司發刊出

**Why are we asking you to complete this form?**

To help protect the integrity of tax systems, governments around the world are introducing a new information-gathering and reporting requirement for financial institutions. This is known as the Common Reporting Standard (the "CRS").

Under the CRS, we are required to determine where you are "tax resident" (this will usually be where you are liable to pay income taxes). If you are a tax resident outside the jurisdiction where your account is held, we may need to give the local jurisdiction's tax authority this information, along with information relating to your accounts. That may then be shared between different jurisdictions' tax authorities.

Completing this form will ensure that we hold accurate and up-to-date information about your tax residency.

If your circumstances change and any of the information provided in this form becomes incorrect, please let us know immediately and provide an updated self-certification.

**為何我們要求您填寫本表格？**

為維護稅制完整，全球各地政府現正推出適用於金融機構的資料收集及匯報新規例，名為金融賬戶信息報送和盡職調查的統一標準（簡稱「CRS」）。

根據CRS規定，我們必須確定您的「稅務居住地」（這通常是您有義務繳納薪俸稅的司法管轄區）。若您的稅務居住地有別於所持賬戶的司法管轄區，我們可能需要將此情況及您的有關賬戶資料告知本司法管轄區的稅務機關，該等機關隨後或會將相關資料傳送給不同司法管轄區的稅務機關。

填妥本表格可確保我們持有您正確及最新的稅務居住地資料。

如您的情況有變，導致本表格內的任何資料不再正確，請立即告知我們，並提交一份已更新的自證證明表格。

**Who should complete the CRS Individual Self Certification Form?**

Individual customers should complete this form. Sole trader customers should also complete this form with the owner's information.

If you need to self-certify on behalf of an entity (which includes businesses, trusts and partnerships) complete a "CRS Entity Self-Certification Form" (CRS-E). Similarly, if you are a controlling person of an entity, complete a "CRS Controlling Persons Self-Certification Form" (CRS-CP). You can find these forms at: [www.crs.hsbc.com/en/rbwm/macau](http://www.crs.hsbc.com/en/rbwm/macau).

For joint account holders, each individual will need to complete a separate form.

Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act ("FATCA"), you may still need to provide additional information for the CRS as this is a separate regulation.

If you are completing this form on behalf of someone else, please ensure that you let them know that you have done so and tell us in what capacity you are signing in Part 3. For example, you might be completing this form as a custodian or nominee of an account holder, who is a minor.

**誰需填寫個人稅務居民自證證明表格？**

個人銀行客戶須填寫本表格。獨資業務客戶亦須以擁有人的資料填寫本表格。

如您代表實體（包括企業、信託和合夥）作自證證明，請填寫「實體稅務居民自證證明表格」（CRS-E）。同樣地，如您是實體的控權人，請填寫「控權人稅務居民自證證明表格」（CRS-CP）。這些表格載於[www.crs.hsbc.com/en/rbwm/macau](http://www.crs.hsbc.com/en/rbwm/macau)。

每名聯名賬戶持有人須分別填寫一份表格。

即使您已就美國政府《外國賬戶稅務合規法案》（簡稱「FATCA」）提供所需的資料，您仍可能需就CRS提供額外資料，因為兩者為獨立的規例。

如您代表他人填寫本表格，請確保他們知悉此事，並在表格的第3部說明您以何種身份簽署本表格。例如：您可能以賬戶的託管人或代名人身份、根據授權書以受權人身份或以未成年賬戶持有人的法定監護人身份填寫本表格。

**Where to go for further information?**

If you have any questions about this form or these instructions, please visit [www.crs.hsbc.com/en/rbwm/macau](http://www.crs.hsbc.com/en/rbwm/macau), contact your Relationship Manager, visit a branch, or call us on (853) 8599 2256.

The Organisation for Economic Co-operation and Development ("OECD") has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD's Automatic Exchange of Information ("AEOI") website, [www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/).

If you have any questions on how to define your tax residency status, please visit the OECD website, <http://www.oecd.org/tax/automatic-exchange/>, or speak to your tax advisor as we are not allowed to give tax advice.

**如何獲取更多資訊？**

如對本表格或上述指示有任何疑問，請瀏覽[www.crs.hsbc.com/en/rbwm/macau](http://www.crs.hsbc.com/en/rbwm/macau)，亦可聯絡您的客戶經理、親臨任何分行或致電 (853) 8599 2256 查詢。

經濟合作與發展組織（簡稱「經合組織」）已制訂規則，供參與CRS的所有政府使用，並載於經合組織的自動交換資料（簡稱「AEOI」）網站 [www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/)。

如您對判定您的稅務居民身份有任何疑問，請瀏覽經合組織網站[www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/) 或諮詢您的稅務顧問。請恕我們不能提供稅務意見。

**Individual Tax Residency Self-Certification Form**  
 個人稅務居民自證明表格

<b>1</b>	<b>Identification of Individual Account Holder</b> 個人賬戶持有人的身份識辨資料		
Mr. 先生 <input type="checkbox"/>			
Mrs. 太太 <input type="checkbox"/>			
Ms 女士 <input type="checkbox"/>	Surname 姓氏	Given Name 名字	Middle Name 中間名字
Miss 小姐 <input type="checkbox"/>			
Date of Birth 出生日期	____/____/____ (dd日/ mm月/ yyyy年)	Place of Birth 出生地點	_____ Place of Birth 出生地點
<b>2</b>	<b>Address of Individual Account Holder</b> 個人賬戶持有人的地址資料		
2.1	<b>Current Residence Address</b> 現時住址		
Line 1 (e.g. Suite, Floor, Building, Street, District) 第1行 (例如: 室、樓層、大廈、街道、地區)			
Line 2 (e.g. City, Province, State) 第2行 (例如: 城市、省、州)			
Country / Region / Jurisdiction 國家 / 地區 / 司法管轄區		Postal Code/ZIP Code 郵政編碼/郵遞區號碼	
2.2	<b>Mailing Address</b> (please only complete if different to the address shown in Section 2.1) 通訊地址 (如通訊地址與上述(2.1)住址不同, 填寫此欄)		
Line 1 (e.g. Suite, Floor, Building, Street, District) 第1行 (例如: 室、樓層、大廈、街道、地區)			
Line 2 (e.g. City, Province, State) 第2行 (例如: 城市、省、州)			
Country / Region / Jurisdiction 國家 / 地區 / 司法管轄區		Postal Code/ZIP Code 郵政編碼/郵遞區號碼	
<b>3</b>	<b>Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number or equivalent number ("TIN")</b> (See Appendix) 居留管轄區及稅務編號或具有等同功能的識辨編號 (以下簡稱「稅務編號」)		
Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's TIN for each jurisdiction indicated. 提供以下資料, 列明 (i) 賬戶持有人的居留管轄區及 (ii) 該居留管轄區發給賬戶持有人的稅務編號。			
<i>If the Account Holder is a tax resident in more than three jurisdictions, please use a separate sheet.</i> 如賬戶持有人的居留管轄區多於3個, 請使用另外的紙張填寫。			
<i>If the Account Holder is a tax resident in Macau SAR, TIN is the taxpayer identification number or Macau SAR Identity Card Number.</i> 如賬戶持有人在澳門特別行政區有納稅義務, 稅務編號是其納稅人編號或澳門特別行政區身分證編號。			
If a TIN is unavailable, please provide the appropriate reason: 如沒有提供稅務編號, 必須填寫合適的理由:			
<b>Reason A</b> - The jurisdiction where the Account Holder is liable to pay tax does not issue TINs to its residents 理由A - 賬戶持有人的居留管轄區並沒有向其居民發出稅務編號。			
<b>Reason B</b> - The Account Holder is otherwise unable to obtain a TIN or equivalent number. (Please explain why the Account Holder is unable to obtain a TIN in the below table if you have selected this reason) 理由B - 賬戶持有人不能取得稅務編號。如選取這一理由, 解釋您不能取得稅務編號的原因。			
<b>Reason C</b> - No TIN is required. (Note. Only select this reason if the authorities of the jurisdiction of tax residence entered below do not require the TIN to be disclosed) 理由C - 賬戶持有人毋須提供稅務編號。居留管轄區的主管機關不需要您披露稅務編號。			
Jurisdiction of tax residence 居留管轄區	TIN 稅務編號	If no TIN available, enter Reason A, B or C 如沒有提供稅務編號, 填寫理由A、B或C	<i>Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above.</i> 如選取理由B, 解釋您不能取得稅務編號的原因
(1)			
(2)			
(3)			



**Declarations and Signature**
**聲明及簽署**

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with HSBC setting out how HSBC may use and share the information supplied by me, a copy of which is hereto enclosed and forms an integral part of this declaration.

本人知悉，本人所提供的資料被賬戶持有人與滙豐銀行的一般章程條款內的全部條款所涵蓋，闡述了滙豐銀行能夠如何使用和分享本人所提供的信息，其副本將附在其中，並形成這個聲明的組成部分。

I acknowledge and agree that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) is collected by the Hongkong and Shanghai Banking Corporation Limited, Macau Branch and may be reported to Macau Financial Services Bureau and exchanged with tax authorities of another jurisdiction or jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

本人知悉及同意，香港上海滙豐銀行有限公司(「貴行」)可根據《金融賬戶信息的通用報送標準及盡職調查程序》有關交換財務賬戶資料的法律條文，收集本表格所載資料並可備存作自動交換財務賬戶資料用途及把該等資料和關於賬戶持有人及任何須申報賬戶的資料向澳門特別行政區政府財政局申報，從而把資料轉交到賬戶持有人的居留管轄區的稅務當局。

I certify that I am the Account Holder (or am authorised to sign for the Account Holder) of all the account(s) to which this form relates.

本人證明，就有關本表格第1部所指的個人現於貴行持有的所有賬戶，本人是賬戶持有人(或本人獲賬戶持有人授權代其簽署)。

I certify that where I have provided information regarding any other person (such as a Controlling Person or other Reportable Person to which this form relates) that I will, within 30 days of signing this form, notify those persons that I have provided such information to HSBC and that such information may be provided to the tax authorities of the jurisdiction in which the account(s) is/are maintained and exchanged with tax authorities of another jurisdiction/ jurisdictions in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

本人證明，在本人提交有關本表格所關乎的任何人士(例如控制人或其他可報告人)的信息時，本人將在簽署本表格後30天內通知相關人士本人已向滙豐銀行提供此信息，並且根據政府間的協議，此類信息將可能被提交給進行交換的司法管轄區的稅務機關，並與其他司法管轄區的稅務機關進行交換財務賬戶信息。

**I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**

本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

I undertake to advise HSBC of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide HSBC with a suitably updated self-certification form within 30 days of such change in circumstances.

本人承諾，如情況有所改變，以致影響本表格第1部所述的個人的稅務居民身份，或引致本表格所載的資料不正確，本人會通知貴行，並會在情況發生改變後30日內，向貴行提交一份已適當更新的自證明表格。

Signature

簽署

\_\_\_\_\_

Print name

姓名

\_\_\_\_\_

Date

日期

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Note:** If you are not the Account Holder, please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

(如你不是賬戶持有人，請說明你的身分。如果你是以授權身份簽署這份表格，須夾附該授權書的核證副本。)

The power of attorney must be in a form satisfactory to the Bank. Please note that any existing Letter of Delegation provided by the Bank and signed by an account holder will not give the authority to the appointed attorney(s) to sign this form on behalf of the relevant account holder.

授權書必須採用本行滿意的形式。請注意，由本行提供及經賬戶持有人簽署的任何現有授權書(Letter of Delegation)將不會授權委任的代理人代表有關的賬戶持有人簽署本表格。

Capacity

身份

\_\_\_\_\_

**Appendix – Definitions**

## 界定的術語

**Note:** These are selected definitions provided to assist you with the completion of this form. Further details can be found within the Chief Executive's Order No. 211/2017 published in the official Gazette [bo.io.gov.mo/bo/i/2017/26/despce.asp#211](http://bo.io.gov.mo/bo/i/2017/26/despce.asp#211) (only available in Chinese and Portuguese). The OECD website also contains information about the CRS at [www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/).

下列的界定的術語可幫助您填寫本表格。詳細細節可瀏覽在澳門公報上公佈的《第211/2017號行政長官批示》[bo.io.gov.mo/bo/i/2017/26/despce\\_cn.asp#211](http://bo.io.gov.mo/bo/i/2017/26/despce_cn.asp#211) (只提供中文及葡文版本)。有關CRS的信息可瀏覽經合組織自動交換財務賬戶資料網站[www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/) (只提供英文版本)。

**“Account Holder”** The term “Account Holder” means the person listed or identified as the holder of a Financial Account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. In these circumstances, that other person is the Account Holder. For example, in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

「賬戶持有人」是指由擁有賬戶的金融機構列示或識別為金融賬戶持有人的人。持有金融賬戶的人（而非金融機構）為了另一人的利益或受另一人委託，作為代理人、託管人、被任命人、簽字人、投資顧問或中介，在通用報送標準目的下並不被視為持有賬戶，而該另一人才被視為持有賬戶。以一個家長與子女開立的賬戶為例，如賬戶以家長為子女的合法監護人名義開立，子女會被視為賬戶持有人。聯名賬戶內的每個持有人都被視為賬戶持有人。

**“Controlling Person”** This is a natural person who exercises control over an entity. Where an entity Account Holder is treated as a Passive Non-Financial Entity (“NFE”) then a Financial Institution must determine whether such Controlling Persons are Reportable Persons. This definition corresponds to the term “beneficial owner” as described in Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012). If the account is maintained for an entity of which the individual is a Controlling Person, then the “Controlling Person Tax Residency Self-Certification Form” should be completed instead of this form.

「控制人」指對該實體實施控制的自然人。就公司而言，該自然人直接或間接擁有或控制不少於百分之二十五的公司股權、直接或間接擁有或控制不少於百分之二十五的公司投票權、或行使公司管理的最終控制權、或該公司的決策是為另一具有最終實際控制的自然人而作出的；就信託而言，該自然人是指委託人、受託人、保護人（如有）、受益人或受益人種類，該自然人對信託擁有最終實際控制權，而不論該自然人是享有該權益的管有權、剩餘權或復歸權及不論該權益是否可予以廢除；就公司及信託之外的法律安排而言，該自然人對實體擁有最終實際控制權，或具有以上所述的相同或相似情況的自然人。

**“Entity”** The term “Entity” means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation.

「實體」一詞指法人或法律安排，例如：法團、組織、合夥、信託或基金會。該詞涵蓋並非個人（即自然人）的人士。

**“Financial Account”** A Financial Account is an account maintained by a Financial Institution and includes: Depository Accounts; Custodial Accounts; Equity and debt interest in certain Investment Entities; Cash Value Insurance Contracts; and Annuity Contracts.

「金融賬戶」是於金融機構建立的賬戶，包括：存款賬戶；託管賬戶；某些投資實體的股權或債權權益；具有現金價值的保險合同；和年金合同。

**“Participating Jurisdiction”** A Participating Jurisdiction means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the Common Reporting Standard. 「參與司法管轄區」是指根據已有的協定而將提供CRS報送信息的司法管轄區，及在財政局公佈的名單中已被斷定的司法管轄區。

**“Reportable Account”** The term “Reportable Account” means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

「須報送賬戶」是指由一個或多個作為須報送人所持有的賬戶，或由消極非金融實體所持有的賬戶而該實體擁有一個或多個作為須報送人的控制人。

**“Reportable Jurisdiction”** A Reportable Jurisdiction is a jurisdiction with which an obligation to provide financial account information is in place.

「須報送信息的司法管轄區」是指根據已有的協定而有義務提供CRS報送信息的司法管轄區，及在財政局公佈的名單中已被斷定的司法管轄區。

**“Reportable Person”** A Reportable Person is defined as an individual who is tax resident in a Reportable Jurisdiction under the tax laws of that jurisdiction. Dual resident individuals may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for purposes of determining their residence for tax purposes.

「須報送人」是指稅務居住地於參與報送信息的管轄區域的賬戶持有人。雙重稅務居民可以根據稅務慣例（如果適用）中的加比規則來解決雙重稅務居住的情況，以便確定該人士應繳納稅款的稅務居住地。

**“TIN” (including “functional equivalent”)** The term “TIN” means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link OECD automatic exchange of information portal: [www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/)

「稅務編號」（包括具有等同功能的識別編號）一詞指納稅人的識別編號或具有等同功能的識別編號（如無納稅人的識別編號）。稅務編號是稅務管轄區向個人或實體分配獨有的字母與數字組合，用於識別個人或實體的身份，以便實施該稅務管轄區的稅務法律。有關可接受的稅務編號的更多詳細資訊刊載於經濟合作與發展組織的自動交換資料網站：<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。