

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 本行及滙豐集團其他成員，均有義務遵守不同司法管轄區的公共及監管機關有關防止資助包括被點名的恐怖分子及受制裁人士的法律、規則及要求。因此本行或需對透過銀行系統發予戶口持有人或由戶口持有人發出，或代戶口持有人發出的任何付款通知及其他資料或通訊進行截查或審查。這項程序涉及進一步查詢某一與被點名恐怖分子或受制裁人士姓名相同的人士，是否確實為該等恐怖分子或受制裁人士。

本行及滙豐集團任何成員均不會對任何各方因本行或滙豐集團任何成員根據上述而採取的全部或部分步驟所引致的延誤或未能處理任何該等付款通知或其他資料或通訊，或執行任何其他義務而導致的損失或損害（不論屬直接或相應產生及包括但不限於利潤或利息的損失）負任何責任。

這項程序或會令處理若干資料時出現延誤，因此於採取該等行動期間，本行及滙豐集團任何成員，均不會就屬於上述任何行動對象的付款通知及通訊有關的銀行系統資料於取用時乃屬準確、現時適用及趨時作出任何保證。

1.14 本行可隨時全權修訂本條款及本行所提供的服務的有關條款。有關修訂將在本行各分行以張貼告示或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結束前取消其戶口或該等服務，將被視為同意該等修訂。

1.15 本行有權自行決定不時向客戶徵收服務費用、貸款費用及／或其他費用（包括在任何情況下向有結存的戶口收取存款費用）。上述的收費適用於所有戶口。有關收費細則可向本行各分行索取。

1.16 本行保留權利隨時主動以最少七天書面通知結束客戶之賬戶。

1.17 戶口持有人需遵守章則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）：

- a. 為戶口持有人保存戶口；
- b. 對戶口持有人提供服務或進行交易；及／或
- c. 戶口持有人違反任何章則條款或任何可適用的法律和規則。

1.18 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。

1.19 本條款受澳門特別行政區法律所管轄，並按其詮釋。

2. 澳門幣及港幣往來戶口

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

在開戶時戶口持有人將獲發一本支票簿。

支票應以戶口所屬的貨幣，亦即澳門幣或港幣簽發。

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。

在申領支票簿時，戶口持有人可先填妥並簽署附於支票簿內的申請表，遞交或以本行接納的方式交回本行，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。在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，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印鑑相同。

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。

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，以書面指示（須為可由本行鑑定其真偽者）通知開戶分行，並清楚說明有關支票的號碼，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。本行只須執行經核證的指示。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核證的指示，亦毋須承擔任何責任。

3. 其他外幣往來戶口

3.1 澳門幣/港幣以外的往來戶口不獲發支票簿。

3.2 提款指示應以書面或經海外銀行以核證電報或電傳發出。

3.3 戶口結餘並無利息。

3.4 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內的證券或其他資產。

5. 電話理財服務條款

5.1 除非文義另有所指，否則下列詞語在本條款文內的意義如下：

「申請人」指本申請表所述的第一/獨立申請人及/或聯名申請人。

「客戶」指簽署本申請表的人，或如簽署本表格的人超過一位，則指其中一位或多位；為免存疑，「客戶」亦包括「申請人」。

「個人密碼」指目前為識別以電話向本行作出口頭指示的申請人身份而為申請人設定的代號。

「指定轉賬受款戶口」指目前申請人為收取因有關服務所存入的款項而指定的在本行保持的戶口。

「指定轉賬付款戶口」指目前申請人為提取有關服務所需提取的款項而指定的在本行保持的戶口。

5.2 本行提供的電話理財服務（「服務」）範圍包括：

- (a) 查詢申請人附有該服務的戶口的結餘。
- (b) 在申請人附有該服務的戶口間互相轉賬。
- (c) 由申請人附有該服務的戶口，按預先決定的指定轉賬受款戶口的轉賬限額，轉賬至指定轉賬受款戶口。
- (d) 由指定轉賬付款戶口，按預先決定的指定轉賬限額，轉賬至申請人的附有該服務的戶口；
- (e) 將戶口內投資組合中的到期定期存款續存或作其他處理（這項服務只適用於戶口基本賬戶）；
- (f) 外匯買賣交易；
- (g) 辦理本行指定的各類戶口紀錄更改事宜；及
- (h) 本行不時推出的其他種類的銀行或投資服務。

5.3.1 本行獲授權按申請人的電話指示（「電話指示」）提供服務，為此，客戶同意：

- (a) 本行獲授權按本行相信及係由申請人利用本行指定給申請人的個人密碼以及申請人為此目的而更改的任何號碼（「個人密碼」）發出的電話指示而辦事，對於本行於誠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，對於報稱以申請人名義而發出電話指示人士身分，本行亦無責任進行鑑別。
- (b) 申請人無論何時均應負責將個人密碼嚴格保密。如遺失個人密碼或知道個人密碼已落於未經授權人士手，應立即通知本行；
- (c) 客戶應確保其賬戶內已有足夠款項或已有預先安排信用貸款以進行其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，本行可在事前未經客戶批准或未通知客戶的情況下，依然按該指示辦事，惟客戶得負責由此而引起透支，墊支或信貸；
- (d) 凡本行根據電話指示而作出的任何匯款或利率報價均屬參考性質，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。倘使用電話理財服務客戶接納該確認匯款或利率，則須按該確認報價交易；儘管本行可能在同一時間透過其他途徑作出不同的匯款或利率報價，客戶亦不能要求按其他報價交易；
- (e) 對於不論全部或部份由於本行無法控制情況，包括儀器失靈或故障而導至本行不能執行申請人電話指示，本行概不負責。無論任何情況下，客戶因本行執行或未有執行其電話指示而引致或與此有關任何間接損失或因此而引起損失，本行亦概不負責；
- (f) 除因本行蓄意違約外，客戶得負責賠償本行隨時可能面對或引起一切法律行動、訴訟、索償、損失、損毀、費用及開支或因此蒙受損失，不論此等行為是直接或間接源自或關乎本行接納電話指示及執行或未有執行該等指示，此等責任在戶口終止後仍然生效；
- (g) 指定轉賬付款戶口簽署指示必須為獨立簽署有效，倘客戶不遵照此項規定，本行保留權利在本行認為適當時終止服務；
- (h) 申請人按一般條款發出電話指示之權利，無論何時均須視本行決定而定，本行並得隨時撤銷此項權利而毋須事先通知客戶；
- (i) 客戶須受對於與服務有關各類戶口作出規限特別條款及一般條款(如本申請表所載)約束。倘特別條款及一般條款與本條款互相抵觸，則以本條款為準；
- (j) 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
- (k) 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，本行有權單以書面交易紀錄為根據。

5.3.2 申請人應將本行根據申請人電話指示執行交易詳情通知指定轉賬受款戶口及指定轉賬付款戶口持有人。本行將不負責代客發出此等通知。

5.3.3 本行保留權利隨時在認為適當時徵收服務費及/或其他收費。

5.3.4 客戶如超過一人，按本文所載條款規定；(i)每名客戶債務及責任均屬共同及個別承擔；(ii)有關客戶提述，按文義所需，應視為對每名客戶提述；(iii)每名客戶均受約束，不管任何其他擬受本條款約束客戶或人士並不受約束；(iv)本行有權與個別客戶獨立處理任何事宜，包括任何程度上的債務解除，而不影響其他客戶的債務。

5.3.5 本行保留權利在本行認為適當情況下，隨時增加、刪除或更改服務範圍及本文所載任何條款。如本行決定執行此舉，本行得通知客戶有關該等修訂，並指定該等修訂於發出該項通知日期後不少於五個營業日後生效。倘客戶並未於該段期間結束前取消服務，將視為同意該等修訂。

5.3.6 本文所載條款受澳門法律所管轄，並按澳門法律詮釋。

注意：中英文本如有歧異，須以中文本為準。

The Hongkong and Shanghai Banking Corporation Limited

GENERAL TERMS AND CONDITIONS (For Personal Sole Account, Joint Account and Business Account Holders)

Note: Account holder shall refer to account holders where appropriate.

The following General Terms and Conditions apply to all accounts opened with The Hongkong and Shanghai Banking Corporation Limited ("*the Bank*"). In addition, there are other Specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Copies of such Terms and Conditions are available upon request from any branch of the Bank.

1. GENERAL (applicable to all accounts)

- 1.1 The relationship between the Bank and the account holder is basically that of debtor and creditor. However, other relationship 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 To enable the Bank to consider whether to provide the account holder with any services, the account holder is required to supply to the Bank from time to time the account holder's personal information ("Personal Data") and failure to do so may result in the Bank's inability to provide such service.

The Personal Data will be used for considering the account holder's request and subject to the Bank's agreeing to provide such service, the Personal Data and details and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such service to the account holder. The account holder hereby acknowledges and consents the Bank will use, store, disclose, transfer (whether within or outside Macau) and/or exchange such Personal Data, details and information to or with all such persons as the Bank may consider necessary including without limitation any member of the HSBC Group for any and all purposes in connection with such service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the account holder) any such Personal Data with other personal data concerning the account holder in the Bank's possession and/or for the purpose of promoting, improving and furthering the provision of other financial services by the Bank and any other member of the HSBC Group to the account holder generally, and/or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in Statements, Circulars, Notices or other Terms and Conditions made available by the Bank to the account holder from time to time.

Without prejudice to the foregoing, the account holder acknowledges and expressly consents that, where the Bank considers it necessary or appropriate, the Bank may transfer any such Personal Data, details or information to any service provider (whether situated in or outside Macau) for the purpose of data processing or providing any service on behalf of the Bank to the account holder. Where the service provider is situated outside Macau in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws/codes in Macau. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.

The account holder hereby acknowledges and expressly consents that, from time to time, the Bank may be asked to provide banker's reference to other financial institutions or other parties about the account holder and the account holder is agreeable to the Bank giving such a reference.

- 1.3 If the account holder is a partnership, the respective partners and every person who thereafter joins the partnership as a partner, shall, as surety, be jointly and severally liable for all the liabilities resulting from these Terms and Conditions. The Bank may recover its claim in respect of such liabilities of the partnership from the estate of all or any of the partners.
- 1.4 If the account holder comprises of more than one person or if the account holder is a partnership, the partnership and its partners:
 - 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 Bank's rights, powers and remedies against any other such persons; and
 - 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 and 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 acceptable by each and all of them and accordingly, such terms and conditions will be binding on each and all of such account holders.
- 1.5 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 including, in the case of a joint account, the liabilities of all or any one or more of the joint account holders 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 outstandings 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 agent(s) (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 outstandings or overdue amount.
- 1.6 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.
- 1.7 In the course of providing its services, the Bank may need to record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank in relation to such services.
- 1.8 The Bank reserves the right to destroy any documents relating to the account after microfilming/scanning the same.
- 1.9 When 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 two years, 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 day.
- 1.10 All cheques and other monetary instruments accepted for deposit into an account are credited subject to final payment and proceeds will not be available until they have been cleared. The bank reserves the right to charge the account with items which are subsequently returned unpaid.

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. The account holder undertakes to notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. All communications sent by post addressed to the last address 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 last address 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 such address 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 and other members of the HSBC Group are obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. This may require that the Bank intercept and investigate any payment messages and other information or communications sent to or by the account holder or on the account holder's via the Bank's systems and this process involves making further enquires as to whether a name which might refer to a named or sanctioned person actually refers to that person.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party arising out of any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communication or performing any other obligations caused in whole or in part by any steps taken pursuant to the above.

This process may cause a delay in processing certain information and therefore neither the Bank nor any member of the HSBC Group warrant that any information on the Bank's systems relating to any payment messages and communications which are the subject of any action taken pursuant to the above is accurate, current and up-to-date at the time it is accessed whilst such action is being taken.

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 The Bank may impose services fees, facility fees and/or other charges (including without limitations 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 is available upon request from any branch of the Bank.

1.16 The Bank reserves the right to close the account, at any time and at the Bank's sole discretion, upon giving the account holder not less than seven days prior written notice.

1.17 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. maintain 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.

1.18 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.

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

2. PATACAS AND HONGKONG 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 unauthorized persons.

2.2 Cheque

A cheque book will be issued to the account holder on opening an account.

Cheques should be drawn in the currency of the account, that is, Patacas or Hongkong dollars.

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 by presenting the duly completed and signed cheque book application form contained therein to the Bank 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.

2.3 Returned Cheques

The Bank reserves the right to return cheques with insufficient funds in account, technical error or any other reasons and to impose a service charge in respect of returned cheques.

2.4 Stop Payment Order

An account holder may only cancel (*countermand*) payment of a cheque by giving written instructions (*the authenticity of which the Bank must be able to verify*) to the branch of account 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 has been incorrect (*erroneous*), false (*spurious*), unclear (*ambiguous*).

3. OTHER FOREIGN CURRENCY CURRENT ACCOUNTS

- 3.1 Cheque books will not be issued to 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 SWIFT or telex sent through bankers overseas.
- 3.3 No interest is payable on credit balances.
- 3.4 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 Terms and Conditions (*applicable to account holder who has subscribed for or otherwise utilise the Bank's Phonebanking Service*)

- 5.1 In these Terms and Conditions, unless the context otherwise requires:

"**Applicant**" means the Principal/Sole Applicant and /or Joint applicant referred to in this application.

"**Customer**" means the person who has signed this Application and if more than one means any one or more of such persons and for the avoidance of doubt "Customer" shall include the applicant.

"**Personal Identification Number**" means the code number for the time being established for the Applicant for the purpose of identification of the Applicant in giving verbal instructions to the Bank by telephone.

"**Dedicated Transferee Account**" means the account maintained with the Bank for the time being designated by the Applicant for the purpose of receiving deposit of funds in relation to the Phonebanking Service.

"**Dedicated Transferor Account**" means the account maintained with the Bank for the time being designated by the Customer for the purpose of making withdrawal of funds in relation to the Phonebanking Service.

5.2 Phonebanking Service provided by the Bank ("the Service") covers:

- (a) enquiry on the balance of the Account of the Applicant with which the Service is established;
- (b) Transfer of funds within the underlying Account Portfolio of the Applicant with which the Service is established;
- (c) Transfer of funds from the Account of the Applicant with which the Service is established to the Dedicated Transferee Accounts within the predefined Dedicated transfer limits respectively;
- (d) Transfer of funds from the Dedicated Transferor Accounts to the Account of the Applicant with which the Service is established within the predefined Dedicated transfer limits;
- (e) Renewal or disposal of Time Deposits upon maturity under the Account Portfolio (this service is only applicable to the primary Account);
- (f) Foreign exchange transactions;
- (g) Performing of account maintenance as specified by the Bank; and
- (h) Such other types of banking or investment services as the Bank may from time to time introduce.

5.3.1 The Bank is authorised to act on the instructions of the Applicant given by the Applicant by telephone ("telephone instructions") and the Customer agrees that

- (a) the Bank is authorised to act on any telephone instructions which the Bank in its sole discretion believes emanate from the Applicant by the use of the Personal Identification Number ("the PIN") assigned to the Applicant by the Bank and any number(s) substituted by the Applicant for that purpose 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 identify of the person or persons giving telephone instructions purportedly in the name of the Applicant;
- (b) the Applicant shall undertake to keep the PIN strictly confidential at all times and shall report to the Bank immediately upon loss of the PIN or becoming aware that the PIN has fallen into the hands of any unauthorised party;
- (c) the Customer 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 Customer and the Customer 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 Customer through the Phonebanking Service, shall be absolutely binding on the Customer 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 Customer 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 Customer for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the Applicant's telephone instructions;

- (f) the Customer 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 willful default of the Bank and such indemnity shall continue notwithstanding the termination of the Account;
 - (g) the signing authority of the Dedicated Transferor Account should at all times be single and the Bank reserves the right to terminate the Service as the Bank if its absolute discretion thinks fit should the Customer fail to comply with such requirement;
 - (h) the Applicant'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;
 - (i) the Customer shall be bound by the Specific and General Terms and Conditions (as specified in this Application Form) governing the types of accounts in connection with the Service and in case of conflict between the said Specific and/or General Terms and Conditions and these Terms and Conditions, the latter shall prevail;
 - (j) 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
 - (k) 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.
- 5.3.2.** The Applicant shall notify the holder of the Dedicated Transferee and Transferor Accounts the details of the transactions performed by the Bank upon the telephone instructions given by the Applicant. The Bank shall not be responsible to the Customer for giving any such notice.
- 5.3.3.** The Bank reserves the right to impose service fees and/or other charges from time to time as the Bank in its absolute discretion thinks fit.
- 5.3.4.** If there is more than one Customer then under the provisions herein (i) the liabilities and obligations of each of them shall be joint and several, (ii) references to the Customer shall be construed, as the context requires, to any or each of them (iii) each of them shall be bound even though any other Customer or any person intended to be bound hereby is not, and (iv) the Bank shall be entitled to deal separately with a Customer on any matter, including the discharge of any liability to any extent, without affecting the liability of any other Customer.
- 5.3.5.** The Bank reserves the right to add, delete or vary the scope of Service and any of the Terms and Conditions herein from time to time as the Bank in its absolute discretion thinks fit. If the Bank wishes so to do, the Bank shall give notice of such amendment to the Customer and will specify the business day, not being less than 5 business days subsequent to the date of such notice, on which such amendment shall take effect. If the Customer does not cancel the Service prior to the expiration of such period, the Customer shall be deemed to have agreed to such amendment.
- 5.3.6.** These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau.

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