

Terms and Conditions on Phonebanking Services 電話理財服務條款

- 1 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 the direct mailing material, advertisement or branch display.
本行將不時訂定電話理財服務的範圍及細節，並可隨時及不時更改或增減有關服務而毋須事先通知。如本行認為有必要發出通知，通知形式將由本行全權決定，形式包括但不限於直接郵遞、廣告或於分行內張貼通告。
- 2 The Bank is authorised to act on the Telephone Instructions of the Customer. Each of the Debit Accountholders and the Customer agree that:
本行獲授權按客戶的電話指示提供服務。為此，每位支款戶口持有人及客戶同意：
 - 2.1 the Bank is authorised to act on any Telephone Instructions which the Bank at its sole discretion believes emanate from the Customer by the use of the PIN and the Bank shall not be liable for acting in good faith from Telephone Instructions which emanate from unauthorised individuals and shall not be under any duty to verify the identity of the person(s) giving Telephone Instructions purportedly in the name of the Customer;
本行獲授權按本行相信乃由客戶使用私人密碼發出的電話指出而辦事，對於本行憑誠信而按未經授權人士的電話指示而辦事，本行毋須負任何責任。此外，對於報稱客戶名義而發出電話指示的人士的身分，本行亦無責任進行核實；
 - 2.2 the Customer shall undertake to keep the PIN strictly confidential at all times and that shall include, without limitation, not disclosing the 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 PIN in any place or manner. The Customer shall report to the Bank immediately upon losing the PIN or realizing it has fallen into the hands of the unauthorized party;
客戶在任何時候均應負責將私人密碼嚴格保密，包括但不限於，在任何情況下或任何方式，無論自願與否，均不得向第三者透露，及不得將私人密碼的書面紀錄存放於任何地方或作任何方式處理。如遺失私人密碼或發覺私人密碼落在未經授權人士之手，客戶應立即通知本行；
 - 2.3 each related Debit Accountholder shall ensure that there are sufficient funds or prearranged credit facilities in the Account(s) or Debit Accounts for the purpose of the Telephone Instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such Telephone Instructions due to inadequacy of funds and/or credit facilities provided always that, if the Bank shall at its sole discretion decide to carry out the Telephone Instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to the related Debit Accountholder(s) and each related Debit Accountholder shall be responsible for the resulting overdraft, advance or credit thereby created;
每位有關的支款戶口持有人應確保戶口或支款戶口內已有足夠款項或預先安排的信用貸款以執行電話指示，如因款項及/或信用貸款不足以致無法執行該電話指示，本行對於因此而引的一切後果，概不負責。如款項/信用貸款不足但本行仍決定執行該電話指示者，本行可在事前未經有關的支款戶口持有人批准或通知有關的支款戶口持有人的情況下，依然按該電話指示辦事，惟有關的支款戶口持有人得負責由此而引起的透支、墊支或信貸；
 - 2.4 the Bank shall not be liable to the Customer or any Debit Accountholder for any failure to carry out any Telephone Instruction which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and losses arising out of or in connection with the carrying out or otherwise of any Telephone Instructions; and
對於無論全部或部分由於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電話指示，本行概不對客戶或任何支款戶口持有人負責。無論在任何情況下，客戶或任何支款戶口持有人因本行執行或未有執行電話指示而引致或與此有關的任何非直接或直接損失；本行亦概不負責；及
 - 2.5 the Customer and each Debit Accountholder shall jointly and severally 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, such indemnity shall continue notwithstanding the termination of the Master Account and/or the variation or the withdrawal of the Tier by the Bank.
除因本行蓄意違約外，客戶及每位支款戶口持有人須共同及個別負責賠償本行隨時可能面對或引起的一切法律行動、訴訟、索償、損失、損毀，費用及開支或因此而蒙受的損失，無論此等行為是直接或間接由於或關乎本行接納電話指示及執行或未有執行該等指示，此等責任在主戶口終止及/或本行變更或撤銷有關級別後仍然生效。
- 3 The Customer shall notify the holder of the Credit Accounts and Debit Accounts or such other accounts not designated as Credit Accounts but to which the Customer has transferred money using the Phonebanking Service of the details of the transactions performed pursuant to Telephone Instructions. The Bank shall not be responsible to the Customer or any other person for giving any such notice.
客戶應將本行根據電話指示執行的交易詳情通知受款戶口及支款戶口或非登記受款戶口的持有人。本行將不負責代客戶或任何人士發出此等通知。
- 4 The Customer 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 Customer agrees that the Bank shall not be held responsible to the Customer or another 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 Customer.
客戶明白及承認電話指示可能因系統的限制或本行運作程序的影響而未必能夠即時或即日處理。客戶同意本行毋須因於較後時間才執行有關的電話指示而向客戶或任何其他人士負上任何責任。本行可自行決定執行上述電話指示的時間，而該等決定將為最終決定並對客戶具有約束力。