

Notice of Changes on the General Terms and Conditions

Our existing General Terms and Conditions will be updated with effect from **1 Jun 2018**.

Please carefully read the information below to ensure you understand the changes made and how they may affect you.

1. GENERAL (applicable to all accounts)

- i) The original Clause 1.2 is removed.
- ii) The original Clause 1.3 is renumbered to Clause 1.2 and added with the following:-

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.](#)

[If the account holder is a corporation, association, or the likes, the Bank is authorised to, in its sole discretion, provide any information on or relating to the account to any one or more of the directors, or such other persons of whom the Bank is satisfied as being members of the governing body of the account holder as the case may be](#)

irrespective of whether such persons are authorised signatories and if they are, irrespective of their signing authority under the account.

The Bank reserves the right to charge an administrative fee for the provision of the said account information.

- iii) Clauses 1.4 is renumbered as Clause 1.3.
- iv) The original Clause 1.5, 1.6, 1.7 and 1.8 are revised and renumbered as Clause 1.4, 1.5, 1.6 and 1.7 respectively.

- 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.

- v) New Clauses 1.8, 1.9 and 1.10 are added.

- 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
- e. the Bank has placed such statement of account in the Business Internet Banking Profile of the account holder if it is made available therein.

- vi) The original Clauses 1.10 and 1.11 are renumbered as Clauses 1.11 and 1.12 respectively.
- vii) The original Clause 1.12 is revised and renumbered as Clause 1.14 and the original Clause 1.14 is removed.

- 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.

- viii) The original Clause 1.13 is revised and renumbered as Clause 1.19.

- 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.

ix) New Clauses 1.13, 1.15, 1.16, 1.17 and 1.8 are added:-

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 or directors (where the account holder is a company). 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,

it holds no valid account mandate; or 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).

1.15 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, 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 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 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 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 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/corporate 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.

- p. *(Applicable to Business Account)*

In the event that the account holder debits any accounts maintained with the Bank to purchase Renminbi ("Debit Account for Renminbi Exchange") to effect Renminbi remittances and/or any other transactions and the account holder cancels the Renminbi remittance/other transaction instructions or the Renminbi remittance/other transaction instructions are rejected and/or returned, the Bank will convert the Renminbi back to the original currency at the Bank's prevailing buying rate or the Bank's original selling rate, whichever is lower, and deposit the resulting sum into the Debit Account for Renminbi Exchange without notice and the Bank is fully authorised to deduct any charges from the Debit Account for Renminbi Exchange. The account holder shall be solely liable for all losses, costs, expenses and charges of any kind resulting therefrom.

- 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.

- x) New Clause 1.20 is added.

- 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.

- xi) The original Clauses 1.15 and 1.16 are renumbered to 1.21 and 1.22 respectively.

xii) Clause 1.18 is revised and renumbered as Clause 1.31.

1.31 *(Applicable to Business Account)*

If the account holder or a shareholder (whether direct or indirect, legal or beneficial) of the account holder is a company incorporated in a country that permits issuance of bearer shares, the account holder confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that [the account holder or such shareholder will notify the Bank promptly if it issues or converts any of its shares to bearer form.](#)

xiii) Clause 1.19 is renumbered as Clause 1.23.

xiv) New Clauses 1.24, 1.25, 1.26, 1.27 and 1.28 are added.

1.24 [For company incorporated in Hong Kong or registered as an overseas company in Hong Kong, the Bank reserves the right to conduct search at the Companies Registry in respect of such company. Should there be any discrepancy between any search result and the information provided by such company, the Bank reserves the right \(including but not limited\) to decline account opening request from such company, or if such company has already opened an account\(s\) with the Bank, to require rectification of such discrepancy and/or limit the use of, suspend and/or terminate, such account\(s\).](#)

1.25 [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.](#)

1.26 [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](#)

1.27 [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.](#)

1.28 [\(Applicable to Personal Account\)
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.](#)

xv) Clause 1.20 is revised and renumbered as Clause 1.29.

1.29 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Macau [Special Administrative Region](#).

xvi) Clause 1.17 is revised and renumbered as Clause 1.30 and Appendix 1 and the following revisions are made:-

(a) Clause 1.17(b) is revised as Clause 1.30(b).
b. 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.

(b) The section "Use" is revised as follows:-

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**"\).](#)

(c) The section "Sharing" is revised as follows:-

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.

(d) The section "Data Protection" is removed.

xvii) New Clause 1.32 is added.

1.32 Sanctions *(Applicable to Business Account)*

- a. The account holder represents and warrants that none of the account holder, any of its subsidiaries, any director or officer or any employee, agent, or affiliate of the account holder or any of its subsidiaries is an individual or entity ("**Person**") that is, or is owned or controlled by Persons that are, (i) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Macau Monetary Authority or any other relevant sanctions authorities (collectively, "**Sanctions**"), or (ii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.
- b. The account holder undertakes that it will not, directly or indirectly, use the funds in any account or any financing provided by the Bank, or lend, contribute or otherwise make available such funds to any subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person.

2. PATACAS and HONG KONG DOLLAR CURRENT ACCOUNTS

- i) Section heading is revised as:-

2. PATACAS, HONG KONG DOLLAR AND UNITED STATES DOLLAR CURRENT ACCOUNTS

- ii) Clause 2.2 is revised as:-

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:](#)

- i) [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;](#)

- ii) the Institution is authorised to contract inter alia with collecting banks and MCH in accordance with the terms of paragraph (a); and
- iii) he/she will be bound by the conditions printed on the inside cover of the cheque book and by other conditions in force.

iii) Clause 2.4 is revised as:-

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*).

iv) New Clause 2.5 is added:-

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.

v) The original Clause 2.5 is renumbered as Clause 2.6.

3. Other Foreign Currency Current Accounts

i) Clauses 3.1 and 3.2 are revised.

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.

ii) New Clause 3.4 is added.

3.4 Withdrawals in foreign currency cash are subject to seven days' prior notice and availability of the currency in question.

iii) The original Clause 3.4 is renumbered as Clause 3.5.

5. PHONEBANKING SERVICE Terms and Conditions (applicable to account holder who has subscribed for or otherwise utilises the Bank's Phonebanking Service)

i) Section heading is revised as:-

5. PHONEBANKING SERVICE (applicable to account holder who has subscribed for or otherwise utilises the Bank's Phonebanking Service)

ii) The definitions set out in Clause 5.1 are revised and the revised definitions are applied to the terms set out in Clause 5.

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.

iii) Clause 5.2 is revised.

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.

iv) Clause 5.3.1 is revised and renumbered as Clause 5.3 Limitations on Liability and Indemnity and the following revisions are made:-

- (a) the original Clause 5.3.1(b) is revised and renumbered as 5.3(b),
- (b) the original Clause 5.3.1(g) is removed,
- (c) the original Clause 5.3.1(h) is renumbered as Clause 5.3(g),
- (d) new Clauses 5.3(h) and 5.3(i) are added,
- (e) the original Clause 5.3.4 is renumbered as Clause 5.3(j),
- (f) new Clauses 5.3(k) is added,
- (g) the original 5.3.1(i) is removed,
- (h) the original Clause 5.3.1(j) and 5.3.1(k) are renumbered as Clause 5.3(m) and Clause 5.3(n) respectively, and
- (i) new Clause 5.3(l) is added

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.

v) Clause 5.3.3 is revised to Clause 5.4 Right of the Bank:-

5.4 Right 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.

vi) The original Clauses 5.3.5 and 5.3.6 are removed and new Clause 5.5 is added:-

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

i) New Section 6 is added:-

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 the Bank's 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 Macauits 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.

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

For more information, please visit one of our branches or contact us at (853) 8599 2256.