

「信用卡客戶服務熱線」 服務條款 (2015年12月)

1. 除非文義另有所指，否則下列詞語在本條款文內意義如下：

「**持卡人**」(包括附屬卡持卡人)指持有一張由香港上海滙豐銀行有限公司，澳門分行(簡稱「**本行**」)發出的信用卡的任何人士。而有關之服務已細列於相關之信用卡持卡人合約內。

「**私人密碼**」指目前為識別以電話向本行作出口頭指示的持卡人設定的代號。

「**指定轉賬付款戶口**」指目前持卡人為提取有關服務所需提取的款項而指定在本行保持的戶口。

「**服務**」指以下由信用卡客戶服務熱線所提供的電話服務(如下文所定義)：

- (a) 查詢持卡人名下附有該服務的信用卡戶口的結餘；
- (b) 由指定轉賬付款戶口，按預先決定的指定轉賬限額，轉賬至持卡人名下附有該服務的信用卡戶口；
- (c) 本行不時推出的其他種類的信用卡及有關戶口的服務。

2. 本行獲授權按持卡人的電話指示(「**電話指示**」)提供服務，為此，持卡人同意：
 - (a) 本行獲授權按本行相信是由持卡人利用本行指定給持卡人的私人密碼，以及持卡人為此目的而更改的任何號碼「**私人密碼**」發出的電話指示而辦事。對於本行基於誠信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，對於報稱以持卡人的名義而發出電話指示的人士的身分，本行亦無責任進行鑑別。
 - (b) 持卡人承諾在任何時間內均將私人密碼嚴格保密及不應把密碼轉換到一個容易被識別的號碼。如遺失私人密碼或知道私人密碼已落於未經授權人士之手，應立即通知本行。
 - (c) 持卡人應確保其戶口內已有足夠款項或已有預先安排的信用貸款，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，以至無法執行該指示，本行對於因此而引起的一切後果概不負責。如本行有鑑於款項／信用貸款不足但仍決定執行該指示者，本行可在事前未經持卡人批准或未通知持卡人的

Terms and Conditions for using the Services of the 'Credit Cards Customer Service Hotline' (December 2015)

1. In these Terms and Conditions, unless the context otherwise requires:

「**Cardholder**」(including Additional Cardholder) means the person issued with one or more credit cards by The Hongkong and Shanghai Banking Corporation Limited, Macau Branch (**'the Bank'**) to which the Services are referred to in the related Cardholder Agreement as applicable.

「**Personal Identification Number**」 or **'PIN'** means the code number for the time being established for the purpose of identifying the Cardholder in giving verbal instructions to the Bank by telephone.

「**Dedicated Transfer Account**」 means the account maintained with the Bank for the time being designated by the Cardholder for the purpose of making withdrawal of funds in relation to the Services.

「**Services**」 means the following services, which are provided by the 'Credit Card Customer Service Hotline' in accordance with the telephone instructions (as defined herein below):

- (a) enquiry on the balance of the Credit Card Account of the Cardholder with which the Services are established;
- (b) transfer of funds from the Dedicated Transfer Accounts to the Credit Card Account of the Cardholder with which the Services are established within the pre-defined dedicated transfer limits;
- (c) such other types of account related or card services as the Bank may from time to time introduce.

2. The Bank is authorised to act on instructions given by the Cardholder by telephone ('telephone instructions') and the Cardholder agrees that:
 - (a) the Bank is authorised to act on any telephone instructions which the Bank in its sole discretion believes emanate from the Cardholder by use of the PIN assigned to the Cardholder by the Bank 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 identity of the person giving telephone instructions purportedly in the name of the Cardholder.
 - (b) the Cardholder shall undertake to keep the PIN strictly confidential at all times and shall not change the PIN to an easily identified choice of numbers. The Cardholder 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 Cardholder shall ensure that there are sufficient funds or pre-arranged credit facilities in the Cardholder's account(s) for the purpose of 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 decide to carry out the instructions notwithstanding such inadequacy of funds the Bank may do so without seeking prior approval from or notice

- to the Cardholder and the Cardholder shall be responsible for the resulting overdraft, advances or credit thereby created.
- (d) the Bank shall not be liable to the Cardholder 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 the Bank shall not, to the fullest extent permitted by applicable law, be responsible to the Cardholder for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of the telephone instructions.
 - (e) the Cardholder shall keep the Bank indemnified at all times against and to save the Bank harm 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 Cardholder account.
 - (f) the Cardholder shall notify the Bank should a sole Transferor Account be converted to a joint account with joint signing authority according to its joint account mandate and the Bank reserves the right to terminate the Services as the Bank in its absolute discretion thinks fit.
 - (g) the Cardholder'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) 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.
 - (i) should the Bank issue an Additional Card at the joint request of the Cardholder and the Additional Cardholder, both the Cardholder and the Additional Cardholder will be jointly and severally liable for the use of their PINs whether their Card Accounts are combined or separated. Any Additional Cardholder will be bound by the Terms and Conditions herein.
 - (j) the Bank reserves the right to add, delete or vary the scope of Services and any of the Terms and Conditions herein from time to time as the Bank in its absolute discretion thinks fit and the Bank shall give notice of such amendments to the Cardholder. Any notice given by the Bank hereunder will be deemed to have been received by the Cardholder within five days of posting to the Cardholder's address last notified to the Bank. If the Cardholder continues to use the Services after such amendments are take effect the Cardholder shall be deemed to have agreed to such amendments. If the Customer expressly disagrees to the amendments made by the Bank, the Bank may immediately terminate any or all of the Services under these Terms and Conditions.
 - (k) the Cardholder shall continue to be bound by the terms contained in the applicable Credit Card Cardholder Agreement, the General Terms and Conditions and account mandate governing the types of accounts in connection with the Services and in case of conflict between any of foregoing and the Terms and Conditions herein, the latter shall prevail.
 - (l) these Terms and Conditions shall be governed by the construed in accordance with the laws of the Macau Special Administrative Region.

情況下，依然按該指示辦事，惟持卡人得負責由此而引起的透支、墊支或信貸。

- (d) 對於無論全部或部分由於本行無法控制的情況，包括機器失靈或故障而導致本行不能執行持卡人的電話指示，本行概不負責。持卡人因本行執行或未有執行其電話指示而引致或與此有關的任何間接損失或因此而引起的損失，本行在適用法律許可的情況下亦概不負責。
- (e) 除因本行故意違約外，持卡人得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，此等責任在信用卡戶口終止後仍然生效。
- (f) 如任何獨立轉賬付款戶口更改為聯名戶口，並按照其聯名授權享有聯名簽署權，持卡人應通知本行；而本行保留權利在本行認為適當時終止服務。
- (g) 持卡人按本條款發出電話指示的權利，無論何時均須視本行的決定而定，本行並得隨時撤銷此項權利而毋須先通知持卡人。
- (h) 本行保留權利隨時在本行全權決定的適當時徵收服務費及／或其他收費。
- (i) 如本行應持卡人及附屬卡持卡人要求而發出附屬卡，則無論此卡戶口是聯名或獨立，持卡人與附屬卡須共同及個別承擔使用其私人密碼的責任。任何附屬卡持卡人均須受本合約的條款約束。
- (j) 本行保留權利，在本行全權決定認為適當的情況下，隨時增刪或更改服務範圍及本文所載的任何條款，及本行得通知持卡人該等修訂。本行根據本條款的規定而發出的任何通知，於本行按持卡人向本行最後報稱的地址郵寄後五日，得視為持卡人已收到通知。如持卡人在該等修訂實行後繼續使用服務，將被視為同意該等修訂。如持卡人明確表示不同意該等修訂，本行可立即終止本條款項下任何或所有服務。
- (k) 持卡人須受對於服務有關的各類戶口作出規限的一般條款及本條款相關的信用卡持卡人合約的條款所約束，如該等條款與本條款互相抵觸，則以本條款為準。
- (l) 本文所載條款受澳門特別行政區的法律所管轄，並按澳門特別行政區的法律詮釋。