

富邦銀行(香港)有限公司(「本行」) 循環貸款條款及細則

在閣下的申請獲成功批核後，本銀行將會向閣下作為借款人根據下列條款提供信貸及發出櫃員機貸款卡。閣下一經提交信貸申請，即會被視為已接納下列適用於循環貸款之條款及細則(包括「電話理財服務的條款及細則」，作為本條款不可分割之部份)，並同意受其約束。

1. 定義及釋義

除非應上文下理所需，否則下列詞語在本條款內將具有下述意思：

「賬戶」指本銀行就借款人信貸以其名義開設的賬戶。

「貸款」指借款人不時從信貸中提取的款額。

「櫃員機」指自動櫃員機。

「櫃員機貸款卡」指本銀行為使借款人可以享用信貸而向其發出之自動櫃員機服務卡。

「本銀行」指富邦銀行(香港)有限公司。

「借款人」指任何獲發信貸人仕。

「營業日」指香港的銀行開門營業的日子。

「費用」指借款人按下文第6條所述之收費及費用，而該等費用亦會個別在服務收費表及/或確認函上列明。

「私隱守則」指根據私隱條例由個人資料私隱專員發出的《個人信貸實務守則》。

「電話理財服務的條款及細則」-由本銀行不時制定以規管借款人使用「電話理財服務」之條款(並為本條款不可分割之一部份)，及可被不時修改。

「生效日期」指下文第4條所指之日期。

「確認函」指本銀行確認其接納借款人之信貸申請所發出之函件，列明貸款的某些條款及細則。

「信貸」指由本銀行所提供的個人循環貸款，並泛指富邦現金卡、YesCash現金卡、簡易你財循環貸款、CreditPlus理財信貸、低息錢理財信貸或其他由本銀行所發出之不同名稱的產品。

「信貸額」指下文第3條所指之金額。

「銀通櫃員機」指在香港及以外地區設置並在銀聯通寶有限公司自動櫃員機網絡中可使用之自動櫃員機。

「服務收費表」指由本銀行就信貸及賬戶所制定並向借款人不時發出之服務收費一覽表(並構成爲本條款及細則不可分割之一部份)。而本銀行亦可不時對其作出修改。

「應付之最低金額」指於賬戶月結單內借款人須於到期繳款日或之前須清還的最低還款額。

「私隱條例」指個人資料(私隱)條例。

「到期繳款日」指由本銀行不時自行決定，並以列印於月結單之日期為準。

「個人密碼」指本銀行向借款人提供的個人身份密碼，以便其可以透過使用櫃員機貸款卡享用信貸。

「月結單」指本銀行每月向借款人發給之賬戶月結單，列明借款人在月結單上所列日期當天就其賬戶拖欠本銀行之款額及其它財務責任，並連同包括應付之最低金額及到期繳款日詳情在內的其它銀行不時認為合適之資料或通知。

2. 釋義

2.1 在本條款及細則內，如上文下理加以容許或有需要時，凡指某一性別的詞語將包括其他所有性別；而單數的詞語將包括複數，反之亦然。

2.2 本條款及細則以英文本為適用文本，中文本只屬翻譯文本。中英文本如有歧義，一切以英文本為準。

2.3 條款上方標題只為方便閱讀內容而加入，在解釋本條款時須不予理會。

3. 信貸額

信貸額為借款人可以從信貸內提取之最高貸款額(包括結欠額及所有費用)，信貸額由本銀行全權決定，並會透過郵寄或遞送櫃員機貸款卡及/或確認函予借款人時通知借款人。本銀行可隨時在合理情況下事先以書面通知借款人更改信貸額。

4. 信貸生效日期

在本銀行向借款人提供信貸或發出櫃員機貸款卡之日起(以較早者為準)。

5. 提取貸款

自生效日期起，本銀行將授予借款人一項貸款或借款人可以不時親自到本銀行任何一間分行，憑藉借款人之櫃員機貸款卡及身份證明文件(香港身份證或護照)經核對證明其個人資料後，或利用個人密碼自本銀行之櫃員機或任何一部銀通櫃員機提取不超過信貸額之貸款。

6. 費用

6.1 財務費用

自生效日期起，借款人需繳付就每日結欠額自每次提取貸款當日起，依照服務收費表及/或確認函上列明之當時息率並按日計算的財務費用，並把該項費用記進賬戶的借項之內。

6.2 逾期費用

倘若借款人在到期繳款日當日或之前仍未支付應付之最低金額，本銀行將會向借款人徵收逾期費用，並記進賬戶的借項之內。該項費用將依照服務收費表及/或確認函上列明之比率計算。

6.3 過期手續費

若借款人連續兩個月或以上未能清還指定之應付之最低金額，除逾期付款費用外，借款人須額外再繳付依照服務收費表及/或確認函上列明之比率計算之過期手續費，並會把該項費用記進賬戶的借項之內。

6.4 現金貸款費用

借款人須就每一次經本銀行任何分行、本銀行或銀通櫃員機提取之現金貸款向本銀行繳付手續費。該項費用將依照服務收費表及/或確認函上列明之比率計算。本銀行會將上述費用記進賬戶的借項之內。

6.5 補發新卡費用

本銀行將就每張補發的新櫃員機貸款卡依照服務收費表及/或確認函上列明之比率收取補發新卡費用，該項款額將會記進賬戶的借項之內。

6.6 年費或續期費

信貸將由生效日期起每十二個月到期時自動續期。借款人須繳付依照服務收費表及/或確認函上列明之比率計算之年費，該項費用將於每年上述生效日期在賬戶扣除並記進賬戶的借項之內。

6.7 自動轉賬退回費用

如以直接扣款或自動轉賬繳款之款項未能過數，本銀行每次均會依照服務收費表及/或確認函上列明之比率計算收取服務費用，並記進賬戶的借項之內。

6.8 退票費用

如清還信貸款項之支票未能兌現，本銀行會就每張退票收取依照服務收費表及/或確認函上列明之比率計算之服務費用，並記進賬戶的借項之內。

6.9 索取副本費用

借款人如向本銀行索取其賬戶記錄、月結單、提取貸款票據、自動轉賬授權書或其它文件副本，須就每份副本依照服務收費表及/或確認函上列明之比率計算繳付費用，本銀行並會將該項費用記進賬戶的借項之內。

6.10 退還戶口結存費用

本銀行將就每一次以銀行本票退還予借款人賬戶內之戶口結存收取依照服務收費表及/或確認函上列明之比率計算的退還戶口結存費用及有關遞送費用。又本銀行可以在發出上述銀行本票之前，先在賬戶中扣除有關上述費用。

6.11 超逾信貸額手續費

若在任何一個月結單之週期內賬戶結欠超逾信貸額，借款人須支付依照服務收費表及/或確認函上列明之比率計算之超逾信貸額手續費，本銀行並將該項費用記進賬戶的借項之內。

6.12 銀行櫃位繳付賬項手續費

本銀行將就每項於分行櫃位辦理繳付之賬項依照收費表及/或確認函上列明之比率收取銀行櫃位繳付賬項手續費，並記進賬戶的借項之內。

6.13 服務費用

本銀行將就處理與賬戶有關的各種事務將徵收一項以其不時設定並按下文第16條知會借款人的該等比率計算的服務費用，該費用將由本銀行記進賬戶的借項之內。

6.14 費用的更改

本銀行有權不時更改所有費用的徵收金額或比率，並會依照下文第16條通知借款人。

7. 應付之最低金額

在不損本銀行於任何時間均有權要求借款人立刻清還賬戶中結欠之總金額的情況下，借款人須每月於賬戶月結單上列明之到期繳款日或之前清還應付之最低金額，應付之最低金額將依照服務收費表及/或確認函上列明之比率計算，並加以任何超越信貸額之款項以及截至當時仍未支付的以往或上月之應付之最低金額(如適用)。

8. 付款方式

借款人可於本銀行任何一間分行以現金或遞交寫上付予「富邦銀行(香港)有限公司」之支票、或郵寄上述支票、或利用「繳費靈」服務、或利用櫃員機自借款人於本銀行之其它賬戶中轉賬或以自動轉賬方式，支付予本銀行有關其賬戶於月結單上列明之應付金額。

9. 賬戶月結單

借款人須於收到賬戶月結單後小心地審閱及核對。若借款人認為月結單有任何錯誤或其所載之交易屬未經借款人授權而產生的，則須於月結單發出日期起的九十日內通知本銀行。若本銀行未有在上述限期內收到此等通知，即可視借款人已接納賬戶月結單上所載之資料在各方面均為真實及正確無誤。即使借款人日後再提出查詢或反對，本銀行亦將不會接納。

10. 違反及終止本協議

10.1 本銀行有權隨時在事先給予借款人不少於30天通知的情況下(或者在切實可行情況下，因應借款人要求給予更長的通知期)終止信貸。在此情況下，借款人須立即清還予本銀行在賬戶中之所有結欠款項(包括利息及其它費用)。

10.2 若借款人違反本協議的任何一項條款，本銀行保留任何權利隨時及在不需要通知借款人的情況下終止信貸。在此情況下，借款人立即喪失其使用信貸之權利，又須立即於接獲本銀行通知後清還予本銀行在賬戶中之總結欠及所有已產生但未被列入賬戶之其它費用，無論此等欠款是否已被列明在最新的賬戶月結單上及是否已在上述通知發出時到期繳付。借款人須於每日就上應付之金額繳付利息，息率依照上文第6條所載之適用息率計算，繳付自上述通知之日期起直至款額全部清還為止。

10.3 借款人可以隨時在向本銀行發出七天書面通知終止信貸或要求本銀行終止信貸，惟借款人需將櫃員機貸款卡剪毀或以其它方式予以取消或作廢，並隨同上書面通知退還予本銀行。借款人需立即在接獲本銀行通知後清還予本銀行在賬戶中之總結欠及所有已產生但未被列入賬戶之財務費及其它費用，無論此等欠款是否已被列明在最新的月結單上或在上通知發出時不需繳付。借款人須於每日向上述應付清還之金額上繳付利息，息率依照上述條款第6條所載或其它本銀行全權認為合適之息率，並由上述通知之日期起直至本金全部清還為止計算。

11. 櫃員機貸款卡條款

本銀行不時決定之有關管制其發出之一般櫃員機卡條款及細則，亦適用於櫃員機貸款卡(並構成爲本條款及細則不可分割之一部份)。如該等條款及細則與本條款及細則有任何歧義，一切以本條款及細則為準。

12. 櫃員機貸款卡及個人密碼之妥善保管

12.1 借款人須自本銀行收妥櫃員機貸款卡後依照本銀行之指示確認此卡。確認後，本銀行將會發出個人密碼予借款人。櫃員機貸款卡上並無要求借款人簽署。無論何時，借款人均必須適當地保管其櫃員機貸款卡及個人密碼。

12.2 在任何情況下，借款人均不得將其個人密碼透露予別人或允許他人使用其個人密碼或櫃員機貸款卡。若上述情況發生，借款人仍須負責向本銀行清還所有自信貸項下已被提取之款項。櫃員機貸款卡爲本銀行之財物，借款人須在接獲通知後立即將此卡交還予本銀行。

13. 櫃員機貸款卡之遺失及有關責任

13.1 若櫃員機貸款卡遺失或被竊或個人密碼洩露或懷疑已洩露給予任何未獲授權人士知道，借款人須就有關事宜立即知會及提交書面報告予本銀行。若本銀行認為借款人在此等情況下未有違反本條款及細則內任何條款，借款人只須向本銀行負責清還在本銀行收到上述書面報告前所有已提取的款額，惟數額上限則由本銀行不時決定。

13.2 借款人承諾提供予本銀行一切其所擁有有關櫃員機貸款卡之被竊及遺失之資料，並採取一切合理之措施協助本銀行尋找此等失去之櫃員機貸款卡。

14. 抵銷權及退還餘款

本銀行可在不發出通知予借款人的情況下，將賬戶與借款人在本銀行開設的任何其它類別的銀行賬戶(包括定期或其它存款賬戶)合併，無論其貨幣單位為港幣或外幣或其它，並抵銷或轉撥任何在此等賬戶的任何結餘款項，以履行借款人任何在信貸項下的責任或清還借款人在信貸中欠下本銀行的款項。此外，本銀行亦有權於任何時間(不論因任何原因及在不須要知會借款人的情況下)行使其絕對酌情權，將賬戶內之任何餘款退還予借款人。

15. 修改

15.1 本銀行保留隨時修訂本條款、費用及確認函包括但不限於應付之最低金額或還款細則的權利。如任何修訂是涉及費用或借款人之責任時，該等修訂將在本銀行透過合理方法向借款人發出事先通知後便告生效。

15.2 借款人在收到該等通知後，有權拒絕接納修訂並取消信貸及賬戶，但其在取消信貸及賬戶前已產生的任何責任則不受此影響。在此情況下，又如有未用完之年費超過港幣五十元正(或本銀行不時指定之金額)，本銀行會在收到借款人書面要求後按比例退回該等未用完之年費。

16. 追討行動

16.1 本銀行有權聘請收賬代理、律師行及/或機構為其收取有關信貸到期但尚未支付的任何費用及所有尚未清還的款額。本銀行於此獲得借款人授予不可撤回的權力，可向該等收賬代理、律師行及/或機構透露就有關借款人及信貸之任何及所有資料(包括個人資料)。借款人將向本銀行賠償其就聘請該等收賬代理、律師行及/或機構而在合理情況下引致及需繳付的所有合理費用及開支。

16.2 倘若本銀行採取追收行動或提出法律訴訟向借款人追討按本條款應予支付的任何款額及/或由於借款人違反或不遵守按本條款而應予支付之賠償或應予實行的其它法律補救方法而要支付任何法律費用(以律師及其客戶補償為基礎)或其它開支，借款人必須向本銀行全數清還所有該等法律費用以及其它與之有關的合理開支，並且不可從中作任何扣除。

16.3 本銀行會在收到借款人之要求後，向後者提供就本條款第16.01及16.02條所提及之所有費用及開支之詳細資料。

17. 個人資料

17.1 借款人同意受本銀行不時發出的《致各客戶及其他個別人士關於個人資料(私隱)條例及個人信貸資料的通知》的約束。

17.2 當本銀行考慮借款人的貸款申請時，本銀行有權於審批過程中開啟及考慮資料庫所編制關於借款人的信貸報告。

17.3 當本行會不時就已提供的信貸額增加、限制(包括取消或降低信貸額)或進行債務重組(包括更改應付之最低金額或還款細則)覆檢閣下的賬戶時，本行有權查閱及使用資料庫所編制的信貸報告，以便本行於賬戶有效期內進行覆檢。

18. 聲明及保證

18.1 借款人在此聲明及保證：—

(a) 借款人從未及將不會於香港或任何其他地方被宣告破產、或為任何破產案件或相類似的法律程序的申請者；及

(b) 借款人現在及將來並無任何意圖於香港或任何其他地方申請破產令或相類似的命令，或向閣下的債權人作出任何個人自願安排或相類似的安排建議。

18.2 若任何上述聲明及保證或任何閣下不時就該信貸向本銀行提供的資料與事實不符或將出現變更或閣下就清還任何款項或根據本條款及細則內其他借款人須繳付的款項發生任何困難，閣下須立即知會本銀行。

19. 其它事項

19.1 若借款人之任何已遞交予本銀行的個人或其它資料(包括但不限於其職業或地址(辦事處或住處)、電話號碼，其它聯絡詳情及居住之地區或國家)有任何改變，須立即通知本銀行。若借款人離開香港或有意離開香港超過三十天，須在離港前書面向本銀行提供清楚及令其滿意就信貸及賬戶結欠有關支付予本銀行的指示或安排。

19.2 借款人同意並接納本銀行有權就借款人與本銀行任何職員之間的電話談話作錄音紀錄，而此等錄音記錄可以在任何牽涉本條款及信貸之糾紛中作為屬決定性之證據。

19.3 申請表格、確認函、本行不時印發之《服務收費表》(視乎情況而定)、本《條款及細則》及其他有關貸款而閣下不時簽署的銀行文件均構成一份具約束力的合約。

19.4 本條款及細則對簽約雙方及其繼任人及受讓人具有約束力，其利益由簽約雙方及其繼任人及受讓人享有；惟未經本銀行事先書面同意，借款人不得轉讓其任何權利或義務。

19.5 本銀行可全權決定將其在貸款(包括利息和所有其他應由借款人支付的費用)下的任何或全部權利、利益和義務轉讓予任何受讓人。借款人應隨時按照本銀行的要求，簽署一切法律文件和採取其他行動，只要本銀行認為(本銀行的意見為終結意見，借款人不得異議)這些文件和行動對本銀行的受讓人獲得本協議任何條款下的全部利益和義務是必要的。

19.6 本銀行可隨時在保密的前提下，不經通知借款人，將本銀行認為適當的任何有關借款人的資料或信息披露予任何受讓人或可能的受讓人，或本銀行與其已經或可能建立與本協議有關的締約關係的任何人，或任何對本銀行提供的信息承擔保密義務者(統稱「接收信息者」)，不論接收信息者在香港特別行政區以內或以外。借款人同意本銀行作出此種信息披露。不論在香港特別行政區以內或以外，接收信息者可再(直接或間接地)向任何第三方作出此種信息披露，只要此第三方與接收信息者之間，存在仿如接收信息者與本銀行之間的上述關係。借款人亦同意此種信息披露。

20. 適用法律

20.1 本條款及細則受香港特別行政區之法律所管轄，並按其詮釋。

20.2 除本銀行及閣下(作為借款人)外，並無任何其他人士有權按香港法例第623章《合約(第三者權利)條例》強制執行本協議的任何條款，或享有條款下的利益。

重要通知

倘若閣下的櫃員機貸款卡遺失或被盜竊，請即致電24小時報失熱線(852)2512-1131通知本銀行。閣下或需要在報失時提供令人滿意之證據以證明身份。又閣下需在致電報失後48小時內向本銀行發出書面通知證實上述櫃員機貸款卡之遺失或被盜竊。

Fubon Bank (Hong Kong) Limited (the “Bank”) REVOLVING LOAN FACILITY TERMS AND CONDITIONS

The Bank will upon your successful application extend the Facility to you as the Borrower and give you an ATM Facility Card on the following terms and conditions. By submitting an application for the Facility, you will be deemed to have accepted these terms and conditions (including the "Terms and Conditions for the Phone Banking Service", which forms part of these terms and conditions applicable to the Facility), and agreed to be bound by them.

1. Definitions

In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meanings:-

"Account" means the account opened and maintained by the Bank in the name of the Borrower for the purpose of the Facility.

"Advance" means an amount drawn by the Borrower from time to time under the Facility.

"ATM" means an automated teller machine.

"ATM Facility Card" means an automated teller machine card which is issued by the Bank for the sole purpose to enable the Borrower to utilise the Facility.

"Bank" means Fubon Bank (Hong Kong) Limited.

"Borrower" means any individual who has been granted the Facility.

"Business Day" means a day on which banks are open for business in Hong Kong.

"Charges" means those charges and fees referred to in Clause 6 and individually listed in the List of Service Charges and/or the Confirmation Letter.

"Code" means the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner under the Ordinance.

"Terms and Conditions for the Phone Banking Service" means the terms and conditions governing the Borrower's use of the Phone Banking Service as specified by the Bank (which is given to the Borrower and forms an integral part of these terms and conditions applicable to the Facility), and as may be amended from time to time.

"Commencement Date" means the date referred to in Clause 4.

"Confirmation Letter" means a letter issued by the Bank to the Borrower confirming the Bank's acceptance of the Borrower's application for the Facility and setting out certain terms and conditions of the Facility.

"Facility" means a revolving personal loan facility identified as either Privileged Cash Card, YesCash Card, Fin.Easy Revolving Personal Loan, CreditPlus Facility, CashPlus Facility or such other product name which the Bank may use from time to time.

"Facility Limit" means the amount referred to in Clause 3.

"JETCO ATM" means an automated teller machine located in Hong Kong and elsewhere which is part of the linked JETCO ATM network.

"List of Service Charges" means in relation to the Facility and Account the Bank's list of service charges (which is available or given to the Borrower and forms an integral part of this Agreement) applicable from time to time subject to revision by the Bank at its absolute discretion.

"Minimum Payment" means the minimum amount stated on the Statement to be paid monthly by a borrower on or before each Payment Due Date.

"Ordinance" means the Personal Data (Privacy) Ordinance.

"Payment Due Date" means the date printed on the Statement as from time to time determined by the Bank at its sole discretion.

"PIN" means in relation to the Borrower, the personal identification number given by the Bank and which is specific to the ATM Facility Card to enable the Borrower to utilise the Facility.

"Statement" means a monthly statement sent by the Bank to the Borrower setting out the amount outstanding on the Account and other financial liabilities owed on the date thereof by the Borrower to the Bank in respect of the Facility together with such other information or advice as the Bank considers appropriate and shall include details of the required Minimum Payment and the Payment Due Date thereof.

2. Interpretation

2.1 Unless the context requires otherwise, words denoting one gender shall include all other genders and words denoting the singular shall include the plural and vice versa.

2.2 These terms and conditions have been translated into a Chinese version and if there is any inconsistency or conflict then the English version shall prevail.

2.3 Clause headings herein are for convenience only and shall be ignored in construing these terms and conditions.

3. Facility Limit

The Facility Limit is the maximum aggregate amount of Advance to be drawn under the Facility (which shall include outstanding amount and all charges). The Facility Limit shall be an amount determined by the Bank at its sole discretion and notified to the Borrower at the time when the Bank posts or delivers the ATM Facility Card and/or Confirmation Letter to the Borrower. The Bank can adjust the Facility Limit by giving the Borrower a prior reasonable notice in writing from time to time.

4. Availability

The Facility shall be available to the Borrower commencing on the date the Bank extend the Facility to the Borrower or posting or delivering the ATM Facility Card to the Borrower (whichever is the earlier).

5. Drawings

Subject to the Facility Limit and the Commencement Date, the Bank shall grant a loan to the Borrower in one lump sum or the Borrower may utilise the Facility and draw Advances from time to time by using the ATM Facility Card with the Borrower's identification document (HKID or passport) as verification at any of the Bank's branches (in respect of an over the counter drawing) or with the PIN at any of the Bank's ATM or at any JETCO ATM (in respect of an ATM drawing).

6. Charges

6.1 Finance Charge

A finance charge will be charged on each Advance on the daily amount outstanding and calculated and accrued on a daily basis from the date each Advance is drawn at the Bank's monthly prevailing rate as stipulated in the List of Service Charges and/or the Confirmation Letter from the Commencement Date, which shall be debited to the Account.

6.2 Late Charge

A late charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account if the Minimum Payment is not paid on or before the Payment Due Date.

6.3 Overdue Fee

An overdue fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account in the event that the Minimum Payment is not paid on or before the Payment Due Dates for two (2) or more consecutive months each time.

6.4 Cash Advance Fee

A cash advance fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account or every cash advance transaction made at a Bank branch, Bank's ATM or a JETCO ATM.

6.5 Replacement Card Charge

A replacement card charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter for replacement of each ATM Facility Card shall be imposed and debited to the Account.

6.6 Annual Fee on Renewal

The Facility shall be automatically renewed on the expiry of a 12-month period (from the Commencement Date) and an annual fee at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account on the anniversary of the account open date.

6.7 Rejected Autopay Transaction Charge

A rejected autopay transaction charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each direct debit or autopay instruction (against an account other than the Account) which is returned unpaid.

6.8 Bounced Cheque Charge

A bounced cheque charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each cheque payment to the Account which is not honoured.

6.9 Copy Charge

A copy charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each copy of an Account record, Monthly Account Statement, Cash Advance Slip, Direct Debit Authorisation Form or otherwise requested by the Borrower.

6.10 Credit Balance Refund Charge

A credit balance refund charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for any withdrawal of the available credit balance from a Account in form of a cashier's order; and, where necessary, an applicable postage charge will also be imposed and both such charges will be debited by the Bank against the credit balance of the Account prior to issuance of a cashier's order.

6.11 Overlimit Handling Charge

An overlimit handling charge at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account on a monthly basis whenever there is a record within each monthly Statement cycle that the amount outstanding under Account exceeds the Facility Limit.

6.12 Over-the-Counter Payment Fee at Branch

An Over-the-Counter Payment Fee at Branch at the rate stipulated in the List of Service Charges and/or the Confirmation Letter shall be imposed and debited to the Account for each payment made over the counter of the Bank's branches.

6.13 Service Charge

A service charge at the rate where applicable shall be imposed and debited to the Account pursuant to Clause 16 for any miscellaneous matters in relation to the Account or the Facility as determined by the Bank from time to time at its sole discretion.

6.14 Amendment of Charges

All Charges may be revised by as to the rate or amount the Bank from time to time at its absolute discretion and notifies to the Borrower from time to time in the manner pursuant to Clause 16.

7. Minimum Payment

Without prejudice to the Bank's right at any time to demand immediate payment in full of the total amount outstanding on the Account, the Borrower is liable and required to pay at least a Minimum Payment each month on or before each Payment Due Date as specified in the Statement. The Minimum Payment shall be calculated at the rate as stipulated in the List of Service Charges and/or the Confirmation Letter plus any amount exceeding the Facility Limit and the Minimum Payment from the previous months or month which remain(s) unpaid (if applicable).

8. Method of Payment

All payments to be made by the Borrower under the Statement issued in respect of the Account shall be made by the Borrower at or to any branch of the Bank by cheque payable to Fubon Bank (Hong Kong) Limited (which can be by post) or cash, by Payment by Phone Service (PPS), by ATM transfer from a Borrower's other account held with the Bank or by auto bank payment.

9. Receipt of Statement

The Borrower shall upon receipt thereof, read and check the Statement carefully and notify the Bank within ninety (90) days from the date of the Statement if the Borrower considers any details contained therein are inaccurate or any transaction particularised therein is unauthorised. If the Bank does not receive any such notice within the ninety (90) day period as provided for in the Statement, the Borrower shall be deemed to have accepted all the details contained in the Statement as true, correct and accurate in all respects and any subsequent query or dispute by the Borrower will not be entertained by the Bank.

10. Breach and Termination

10.1 The Facility can be terminated by the Bank at any time at its sole discretion by giving at least 30 days' prior notice (or upon the borrower's request a longer period of notice where it is practicable to do so) to the Borrower whereupon the total amount outstanding under the Account (including accrued interest and all Charges due) shall become immediately due and payable by the Borrower to the Bank.

- 10.2 In the event of any breach of these terms and conditions by the Borrower the Bank reserves the absolute right to terminate at any time, with or without notice, the Facility and upon such termination the Borrower shall immediately cease to be entitled to use the Facility and the Borrower shall be liable to pay the Bank immediately upon demand the total amount outstanding under the Account whether or not already reflected in the latest Statement and whether due and payable at the date of such demand or not together with any charges incurred but not yet charged to the Account and interest shall accrue on such amount outstanding on a daily basis from the date of demand to the date of repayment at the applicable interest rate as referred to in Clause 6 above or otherwise as the Bank may at its sole discretion determine.
- 10.3 The Borrower may at any time terminate the Facility or require the Bank to terminate the Facility by giving seven (7) days notice in writing to the Bank accompanied by the return of the ATM Facility Card being cancelled, destroyed by or having been cut and provided however that the Borrower shall remain liable to pay the Bank immediately upon demand the total amount outstanding under the Account (including accrued interest and all Charges due) whether or not already reflected in the latest Statement and whether due and payable at the date of such demand or not together with any finance charges and other charges or fees incurred but not yet charged to the Account and interest would accrue on such amount on a daily basis from the date of demand to the date of repayment at the applicable interest rate as provided in Clause 6 above.
- 11. Additional ATM Facility Card Terms and Conditions**
- The general terms and conditions which the Bank has in force governing the use of its general ATM Card shall apply (and by reference is an integral part of these terms and conditions) to the ATM Facility Card used herein and in the event of any conflict, these terms and conditions shall prevail.
- 12. Security of PIN and ATM Facility Card**
- 12.1 Upon receipt of the ATM Facility Card from the Bank the Borrower shall activate it in accordance with the instructions provided and upon activation the Bank shall then provide the PIN to the Borrower. The ATM Facility Card makes no provision for the Borrower's signature thereon. The Borrower shall at all times take reasonable care of the ATM Facility Card and the PIN and keep the ATM Facility Card at all times under his personal control and the PIN secure and confidential.
- 12.2 The Borrower shall under no circumstances disclose the PIN to any third party or permit the ATM Facility Card or PIN to be used in any manner by a third party provided if this occurs then the Borrower shall at all times remain liable for payment of any drawings made under the Facility. The ATM Facility Card remains at all times the property of the Bank and must be surrendered to the Bank upon demand at any time.
- 13. Liability for Loss of ATM Facility Card**
- 13.1 If the ATM Facility Card is lost or stolen or if a PIN is disclosed or suspected to have been disclosed to any unauthorised third party, the Borrower must immediately report such loss, theft or disclosure to the Bank in writing. If the ATM Facility Card is lost or stolen or the PIN disclosed in circumstances the Bank is satisfied there has been no breach by the Borrower of any of these terms and conditions, the Borrower will only be liable in respect of any drawing made prior to receipt by the Bank of notification of such loss, theft or disclosure up to such amount as the Bank may from time to time designate as applicable to the Account.
- 13.2 The Borrower undertakes to give the Bank all the information in the Borrower's possession as to the circumstances of any loss or theft of the ATM Facility Card and to take all reasonable steps to assist the Bank to recover such missing ATM Facility Card.
- 14. Right of Set Off and Refund of Credit Balance**
- The Bank may without prior notice combine or consolidate any outstanding principal and all interest on the Account with any other account (including fixed deposit accounts or otherwise) whether in Hong Kong dollar, foreign currency or otherwise which the Borrower maintains with the Bank and may set off or transfer any money outstanding to the credit of any accounts in or towards satisfaction of the Borrower's liability to the Bank under the Facility. Further, the Bank shall be entitled to (for whatever reason and without prior notice) at any time refund any balance standing to the credit in the Account to the Borrower at its sole discretion.
- 15. Amendment**
- 15.1 The Bank reserves the right at all times to amend or vary these terms and conditions, Charges and Confirmation Letter including but not limited to the Minimum Payment amount and other repayment terms of the Facility. If such amendment or variation affect any of the Charges and the obligations or liabilities of the Borrowers, then such amendment or variation will become effective after prior notification to the Borrowers by such reasonable means the Bank deems fit.
- 15.2 The Borrower upon receipt of such notification has a right to refuse to accept the amendments or variations and cancel the Facility and terminate the Facility Account subject to and without prejudice to any liability incurred prior to cancellation or termination. Upon cancellation, if the unused Annual Fee is higher than HKD50 or any other such amount as the Bank may specify from time to time, it shall be refunded to the Borrower on a pro-rata basis upon a written request by the Borrower.
- 16. Enforcement**
- 16.1 The Bank shall be entitled to employ outside debt collecting agencies, solicitors firms and/or institutions to collect any charges, fees and all outstanding sums due under the Facility but unpaid by the Borrower and the Bank may and is hereby irrevocably authorised by the Borrower to disclose to such debt collecting agencies, solicitor firms and/or institutions any or all information (including Personal Data) available in relation to the Borrower and the Facility. The Borrower shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such debt collecting agencies, solicitors firms and/or institutions.
- 16.2 If the Bank shall have incurred any legal fees or other expenses for the purpose of demanding, collecting and/or suing to recover any sum payable hereunder from the Borrower and/or for other remedies resulting from the breach or non compliance of any of these terms or conditions, the Borrower shall fully reimburse the Bank for all such legal fees (on a solicitor and own client indemnity basis) and other expenses incurred in that connection without any deduction whatsoever.
- 16.3 The Bank shall upon request provide the Borrower at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 16.01 and 16.02 upon written request of the Borrower.
- 17. Personal Data**
- 17.1 The Borrower agrees to be bound by the Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data prevailing from time to time.
- 17.2 When the Bank considers the application for the Loan from the Borrower, the Bank may access and consider a credit report on the Borrower from a CRA in its credit decision process.
- 17.3 Where the Bank has provided the Facility which is subject to review from time to time in relation to an increase in the Facility Limit, the curtailing of Facility Limit (including the cancellation of Facility Limit or a decrease in the Facility Limit) or the putting in place or implementation of a scheme of arrangement (including amendment of Minimum Payment or other repayment terms), then in order for the Bank to conduct such reviews during the subsistence of the Account the Bank will access and make use of a credit report from a CRA.
- 18. Declaration**
- 18.1 The Borrower declares, represents and warrants that: -
- (a) The Borrower has never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and
- (b) The Borrower has no intention to petition for his own bankruptcy or for any similar order, or proposes to enter into with his creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere.
- 18.2 If any of the declaration above or any information provided by you in respect of the Facility from time to time is or will become untrue or you have any difficulty in payment or any other sums that you are payable under these Terms and Conditions, you undertake to inform the Bank immediately upon its occurrence.
- 19. Miscellaneous**
- 19.1 The Borrower shall promptly notify the Bank of any change in his personal data or other information supplied to the Bank including but not limited to any changes of employment, office address, residential address, telephone or other contact details and country of residence. If the Borrower is absent from or is likely to be absent from Hong Kong for more than thirty (30) days, the Borrower is required to provide or make (to the Bank's absolute satisfaction), prior to departure, clear and specific written instructions or arrangements to the Bank for the settlement of all amounts outstanding and due to the Bank under this Facility and the Account.
- 19.2 The Borrower agrees and accepts that the Bank can record any telephone conversation between the Borrower and any of its staff and that such recording can be used as conclusive evidence in any dispute that may arise on any matters relating to these terms and conditions and the Facility.
- 19.3 The application form, the Confirmation Letter, this Agreement and other bank agreements or documents which the Borrower may from time to time execute in respect of the Facility shall together constitute a binding contract.
- 19.4 All the terms and conditions herein shall be binding upon and enure to the benefit of the respective successors-in-title and assigns of the parties hereto provided, however, that the Borrower shall not assign any of the Borrower's rights or obligations without the express prior written consent and approval of the Bank.
- 19.5 The Bank shall have the absolute discretion to assign or transfer any or all of its rights interests and obligations in relation to the Advance (including interest and all other charges payable by the Borrower) to any person or party. The Borrower shall execute and sign all deeds instruments or such other documents and do any acts and things whatsoever which shall in the opinion of the Bank (whose opinion shall be conclusive and binding upon the Borrower) be necessary for the giving of the Bank's transferee(s) or assignee(s) the full benefits and obligations of any of the provisions hereof as may from time to time be requested by the Bank.
- 19.6 The Bank may at any time on confidential basis disclose to any transferee or assignee or potential transferee or assignee or to any other person or party with whom the Bank has entered into or may prepare to enter into contractual relations in connection with this Agreement or any other person under a duty of confidentiality to the Bank (each such recipient of information referred to as a "Recipient") such information and data about the Borrower and its affairs as the Bank shall consider appropriate without notice to the Borrower notwithstanding whether the Recipient is inside or outside the Hong Kong Special Administrative Region. The Borrower hereby consents to any such provision of data and information. Such data and information may also be provided by any Recipient (whether direct or indirect) to any party bearing the relationship to the party providing the data and information as the Recipient bears to the Bank in each case whether inside or outside the Hong Kong Special Administrative Region and the Borrower hereby consents to such provision of data and information.
- 20. Law**
- 20.1 These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 20.2 No person other than the Bank and you (as Borrower) will have any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) under the laws of Hong Kong to enforce or enjoy the benefit of any term of this Agreement.
- Important Note**
- If your ATM Facility Card is lost or stolen, please inform the Bank immediately by calling the 24-hour Lost/Stolen Card Report Hotline on telephone (852) 2512-1131. Satisfactory identification of your identity when reporting loss or theft may be required. You should subsequently confirm the loss or theft to the Bank in writing within 48 hours after the telephone report.

電話理財服務的條款及細則

請仔細閱讀以下「電話理財服務的條款及細則」（「本條款及細則」）。接達及使用富邦銀行（香港）有限公司的電話理財服務（「服務」）受該條款及細則所管限。客戶申請電話理財服務及使用該服務即已接受本條款及細則及不時適用於客戶透過使用服務獲得接達、取用、運作或進行的賬戶、服務及交易的其他本行的章則及條款，並同意受其約束。

透過電話理財服務接達、進行或提供的各種賬戶、服務、交易及設施，須受不時適用於相關賬戶、服務、交易及設施及其後修訂的章則及條款所規範。如有任何抵觸之處，應以本條款及細則為準。

(1) 詞彙和解釋

「賬戶」	指客戶於富邦不時開立及持有的每一個賬戶；
「本行」	指富邦銀行（香港）有限公司，一家在香港成立之公司，其地址為香港中環德輔道中38號；
「客戶」	指以其姓名開立賬戶的個人或多人。「客戶」一詞應包括：(i) (如客戶為個人)包括其遺囑執行人、遺產執行代表、合法繼承人，以及破產時的受讓人和管理人；(ii) (如客戶為有限公司、合夥企業、個人企業、社團或法團) 包括其繼承者和受讓人。若以合夥企業或商號的名義開立賬戶或申請服務（超過一個人的情況下），「客戶」一詞則可理解為（根據具體的條件要求）這些人當中的任何一人或所有人；
「客戶地址」	指客戶向本行登記的最後通訊地址。
「電話密碼」	指發給客戶的電話理財個人號碼（或任何其他客戶其後不時更換的號碼），以茲識別給予本行指令的客戶的身份；
「使用者指南」	指本行發放予客戶有關服務使用運作指示令的使用者指南（及本行可不時在無需事先給予客戶通知的情況下更改、更新或取替的使用者指南）；

(2) 解釋

- 2.1 除非內文另有其他規定外，表示單數的詞也包含其複數，反之亦然；任何表示單一性別的詞也包括每一性別。
- 2.2 於本條款及細則內，「人士」包括任何個人、個人企業、公司、集團、公司機構或非公司機構或其他法人團體、合夥企業、商號、企業、合營公司、社團、會所、公會或信託或任何政府部門或機關。
- 2.3 本條款及細則的標題僅供參考而訂定，無論在任何情況下，其均無法律效力。
- 2.4 本條款及細則之中文譯本僅供參考。如中文譯本文義與英文原文有異時，應以英文原文為準。

(3) 服務範圍

- 3.1 所有指示令及交易受本條款及細則及香港銀行公會規則的規範。
- 3.2 受制於使用者指南及其他本行不時發出的限制、更改或規限，服務包括但不限於以下種類：—

- 3.2.1 賬戶服務；
- 3.2.2 電話密碼更改；及
- 3.2.3 其他由本行不時推介的銀行服務。（下稱「電話理財服務」或「服務」）

- 3.3 本行將不時修定有關現行的電話理財服務的範圍。

- 3.4 客戶向本行作出全面保償，並使本行免遭因其懈怠職責所造成的結果或任何與服務相關的行為或疏忽而導致的損害，繼而令本行產生的任何及所有損失、損壞、費用（包括所有法律費用）、支出、手續費、行動、起訴、訴訟、索償或其他任何索償等的損害（「責任」），惟直接由本行的疏忽、故意錯失或欺詐行為引起的責任則除外。不論有關之服務終止與否，本保償條款將繼續有效。

- 3.5 客戶使用電話理財服務時使用短訊、數據及/或電話致電可能會產生費用，客戶必須向客戶的流動通訊服務商支付該等收費及任何費用。

(4) 電話密碼

- 4.1 本行將給予客戶一個電話密碼，而該電話密碼將持續生效，直至客戶根據使用者指南更改前或電話理財服務終止前將持續生效為止。
- 4.2 客戶可以隨時更改其電話密碼，但不可以採用一組不適用或很容易被知曉或估算之數字作為其電話密碼。
- 4.3 客戶須將其電話密碼嚴加加密以防範欺詐發生，又必須：—
(a) 將電話密碼通知書毀滅；
(b) 不會允許任何人使用其電話密碼；
(c) 不會不加掩飾地記錄其電話密碼；
(d) 在任何情況下不會向任何人透露其電話密碼；
(e) 不會以任何一種方式書寫記錄電話密碼而使他人可以經電話理財服務進行戶口操作；
(f) 不會採用一組容易被知悉或估算之數字（如客戶之出生日期、身份證號碼、電話號碼）作為電話密碼；
(g) 不以同一組電話密碼接連其他服務（如接連互聯網或其他網址等）；
- 4.4 當客戶發現或懷疑其電話密碼已經洩露或遺失，需立即通知本行及若客戶之電話密碼不論因任何原因洩露予他人，客戶須完全承擔一切由此而引致之損失及/或其他責任，並須全數賠償本行因此而引起的一切損失。
- 4.5 客戶同意及確認本行獲授權可按任何本行真誠相信由客戶透過使用正確電話密碼而發出的指示令進行交易。無論在任何情況下，本行無需對客戶因本行根據指示令真誠地進行交易，惟後來經調查發現該指示令原來是來自騙徒或未授權人士及而該指示令亦未經獲授權的，負上任何責任。此外，本行並沒有任何責任查核該以客戶身份發放指示令的人士是否正直客戶本人。
- 4.6 為免除疑慮，如客戶屬機構客戶，本行將向該客戶以其機構身份及名義發放電話密碼，而並不會給與任何個別僱員或董事該電話密碼。
- 4.7 客戶必須承擔全部責任並同意不論任何時候採取一切合理步驟及措施以保障其電話密碼。當客戶發現或懷疑其電話密碼已經洩露

或遺失，需立即通知本行及其後必須向本行加以書面確認，客戶須完全承擔一切由此而引致之損失及/或其他責任，直至本行終止取消其電話理財服務。

- 4.8 客戶必須安裝並及時更新保安軟件以確保其電話的保安。客戶切勿容許任何人士在任何時候操作或控制閣下的保安裝置（例如：保安編碼器，智能卡或手提電話）。

(5) 交易通知及紀錄

- 5.1 本行可獲授權於客戶透過電話理財服務給予指示時，錄取其所有對話內容。客戶可透過電話理財服務追溯和查核完成的交易。
- 5.2 每一次交易完成，本行並無責任發放予客戶任何書面紀錄。

(6) 終止

- 6.1 客戶同意在預先給予客戶合理的書面通知，以及不會負上任何責任的前提下，本行可以自行決定取消服務，或轉換服務的類型，惟若本行合理地認為服務運作不理想、含有偽造或欺詐成份、發生違反本條款及細則或任何適用法律或可能導致損害本行的情況則除外。
- 6.2 客戶有權於任何時候不須提出原因親身到本行任何分行要求終止電話理財服務。

(7) 修訂條款及細則

- 7.1 本行保留隨時修訂或修改本條款及細則及/或新增附加之條款及條件；及/或修改或修訂有關使用電話理財服務而需支付的費用之權利。本行可透過月結單、分行告示、刊登廣告或其他方式通知客戶有關本條款及細則之修訂及其生效日期。

(8) 個人資料

- 8.1 客戶同意受本行不時發出的《致各客戶及其他個別人士關於個人資料（私隱）條例（「私隱條例」）及個人信貸資料的通知》的約束。

(9) 法律

- 9.1 本條款及細則將受香港特別行政區法律管轄及按其加以詮釋。本行及客戶均同意香港特別行政區的法院對其有司法管轄權。
- 9.2 除本行及客戶外，並無任何其他人士有權按香港法例第623章《合約（第三者權利）條例》強制執行本條款及細則的任何條款，或享有其項下的利益。

重要通知

倘若閣下的電話密碼遺失或被盜竊，請即致富邦銀行綜合客戶服務熱線2566 8181通知本行。

TERMS & CONDITIONS FOR THE PHONE BANKING SERVICE

Please read carefully the Terms and Conditions for the Phone Banking Service ("these Terms and Conditions") below which govern the access to and use of the Phone Banking Service (the "Service") of Fubon Bank (Hong Kong) Limited. The Customer, by his application for and use of the Service, hereby accepts these Terms and Conditions and other terms and conditions of the Bank that are from time to time applicable to the accounts, services and transactions that the Customer accesses, uses, operates or conducts through the Service and agrees to be bound by them.

All accounts, services, transactions and facilities accessed, effected or provided through the Service shall also be subject to other terms and conditions applicable to such account, services, transactions and facilities, as applicable and amended from time to time. In the event of any inconsistency, these Terms and Conditions shall prevail.

(1) Definitions

"Account"	means each account which the Customer opens and holds with the Bank from time to time;
"Bank"	means Fubon Bank (Hong Kong) Limited, a company incorporated in Hong Kong whose registered address is situated at Fubon Bank Building, 38 Des Voeux Road, Central, Hong Kong;
"Customer"	means the person or persons in whose name or names an Account is opened or a Service is supplied and references to the Customer shall include: (i) if the Customer is an individual, the Customer's executor, personal representative, lawful successor, assign and trustee in bankruptcy; and (ii) if the Customer is a limited company, partnership, sole proprietor, Society or corporation, its successors and assigns. Where an Account or Service is applied for in the name of a partnership or firm, or by more than one person, the term Customer shall be construed, as the context requires, to mean one, any or all of them;
"Customer Address"	means the last correspondence address of the Customer registered with the Bank;
"TIN"	current the telephone banking identification number for the time being established for the Customer (or any other number substituted by the Customer from time to time for that purpose) and assigned to the Customer for the purpose of identification of the Customer in giving Instructions;
"User Guide"	means the user guide issued by the Bank to the Customer in respect of operating instructions for the use of the Phone Banking Service (and such user guide as varied, amended, updated or substituted by the Bank from time to time without prior notice to the Customer).

(2) Interpretation

- 2.1 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing any gender include every gender.
- 2.2 In these Terms, references to the term "person" shall include any individual, sole proprietor, company, corporation, body corporate or unincorporated or other juridical person, partnership, firm enterprise, joint venture, society, club, association or trust or any federation, state or subdivision thereof or any government or agency of any thereof.
- 2.3 The headings in these Terms are for convenience and ease of reference only and shall have no effect whatsoever.
- 2.4 The Chinese translation of these Terms is provided for convenience only and in the event of any inconsistency between the English and Chinese versions of these Terms, the English version shall prevail for all purposes.

(3) Scope of Service

- 3.1 All Instructions and Transactions are subject to and governed by the Terms and Conditions and the HKAB Rules.
- 3.2 Subject to the provisions of the User Guide issued by the Bank to the Customer in respect of operating instructions for the use of the Phone Banking Service (and such user guide as varied, amended, updated or substituted by the Bank from time to time without prior notice to the Customer) and any limitations, changes or restrictions imposed by the Bank from time to time, the phone banking service available will include but not limited to, inter alia, the following:
 - 3.2.1 account services;
 - 3.2.2 change of TIN; and
 - 3.2.3 other types of bank maintenance and banking services within the scope of the Terms and Conditions as the Bank may from time to time determine (hereunder referred as "Phone Banking Service" or the "Service").
- 3.3 The services currently available under Phone Banking Service hereunder can be varied by the Bank as it may determine in its discretion from time to time.
- 3.4 Customer shall fully indemnify the Bank and keep the Bank harmless, from time to time on demand, against any and all losses, damages, costs (including legal costs on a full indemnity basis), expenses, charges, actions, suits, proceedings, claims or demands whatsoever ("Liabilities") which may be brought against the Bank, or which the Bank may suffer or incur in connection with or as a result of any act or omission in relation to the Bank's performance of its duties and/or obligations in relation to the Service, except to the extent that such Liabilities result or arise directly from the Bank's negligence, wilful default or fraud. This indemnity shall continue notwithstanding the termination of the Service.
- 3.5 Use of Phone Banking Service via SMS, data and/or telephone calls may incur charges. The Customer must settle those charges and whatever fees incurred with his or her mobile service provider.

(4) TIN

- 4.1 The TIN will be established, assigned and notified by the Bank to the Customer. The TIN shall remain effective until it has been changed by the Customer in accordance with the User Guide or the Service is terminated.
- 4.2 The Customer may change the TIN at any time. However, the Customer shall not choose a combination of numbers which are not suitable or can be easily known, accessed or guessed.
- 4.3 Customer must ensure that the TIN is kept strictly confidential and secret to prevent fraud and in this respect must:
 - (a) destroy the original printed copy of the TIN;
 - (b) not allow anyone else to use TIN;
 - (c) not write down or record the TIN without disguising it;
 - (d) not under any circumstances disclose his TIN to any other person;
 - (e) not keep any written record of the TIN in a manner which may enable another person to access his account(s) through the Service;
 - (f) not select easily accessible personal information, such as telephone number, identity card number or date of birth of the Customer as TIN;
 - (g) not use the same TIN for accessing other services (e.g. connection to the internet or accessing other websites);
- 4.4 Customer should immediately inform the Bank if they find that the TIN has been lost or when it has come to the knowledge or suspected to have been made known to any other person and Customer agrees to accept full and sole responsibility for all consequences, loss and/or liability incurred as a result of the TIN being known to another person for whatever reason and shall indemnify the Bank for any loss or damage incurred by any reason.
- 4.5 The Customer agrees and acknowledges that the Bank is authorised to act on any Instructions which the Bank believes in good faith to have emanated from the Customer by the use of the correct TIN. Under no circumstances shall the Bank be liable to the Customer for acting in good faith upon Instructions which after subsequent enquiry or investigation are shown to have emanated from fraudulent or unauthorised persons and were unauthorised Instructions. The Bank shall also not be under any duty to verify the identity of the person giving Instructions purportedly in the name of the Customer.

- 4.6 If the Customer is a Corporate Customer, then for the avoidance of doubt, the TIN is notified to the Customer (in its corporate name) in its corporate capacity and not to any individual employee or director thereof.
- 4.7 The Customer shall be under an absolute duty to maintain the secrecy of the TIN and to notify the Bank via phone immediately followed by confirmation in writing if the TIN is lost or suspect any disclosure of the TIN or may become known to any other person. The Customer shall be liable for all transactions and action effected until the Phone Banking Service has actually been cancelled by the Bank.
- 4.8 The Customer should install and promptly update security software to protect the phone. The customer should at all times do not allow anybody else to operate or control your security device (e.g., Security token, Smart Card or Mobile Phone).

(5) Notification and Record of Transaction

- 5.1 The Bank is authorized to record all instructions from the Customer including conversations during the use of Phone Banking Service by the Customer and such record shall be final and conclusive and be binding on the Customer for all purposes. The Customer can trace and check his or her transaction conducted through the Service.
- 5.3 For each Transaction concluded, the Bank shall be under no obligation or duty whatsoever to send written advice or confirmation of any kind to the Customer.

(6) Termination

- 6.1 The Customer agrees that the Bank may, in its absolute and sole discretion and without incurring any liability whatsoever, close, suspend, vary or terminate the Phone Banking Service if it in the Bank's reasonable opinion has been conducted unsatisfactorily or under a forgery or fraud or in breach of these Terms and Conditions or of any Applicable Law or otherwise to the detriment of the Bank by giving the Customer notice in writing at the Customer's Address.
- 6.2 The Customer shall be entitled to terminate the Phone Banking Service at any time without reason by request in person at any branch of the Bank.

(7) Amendment of Terms and Conditions

- 7.1 The Bank reserves the right at all times to amend or vary these Terms and Conditions and/or introduce additional terms and conditions; and or to amend or vary the Charges payable in respect of the use of Phone Banking Service. The Bank may give notice of any amendment in a monthly statement or by display at its branches, advertisement or otherwise, stipulating a date on which such amendment shall take effect.

(8) Personal Data

- 8.1 The Customer agrees to be bound by Notice to Customers and Other Individuals Relating To the Personal Data (Privacy) Ordinance (the "Ordinance") And Consumer Credit Data prevailing from time to time.

(9) Law

- 9.1 These Terms and Conditions will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.
- 9.2 No person other than the Bank and the Customer will have any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) under the laws of Hong Kong to enforce or enjoy the benefit of any term of these Terms and Conditions.

Important Note

If your TIN is lost or stolen, please inform the Bank immediately by calling the Fubon Bank Integrated Customer Service Hotline on 2566 8181.