

To: The Manager 致：经理

HSBC Bank (China) Company Limited 汇丰银行（中国）有限公司



Office 分行

Date 日期

PERSONAL CUSTOMER PHONEBANKING APPLICATION FORM 个人客户电话银行服务申请书

NOTE 注意：1. Please complete this form in BLOCK LETTERS. 请用正楷填写。

2. * Please delete whichever is not appropriate. * 请删去不适用者。

3. The service charge would be deducted from CNY account when necessary. 必要时将会从人民币账户扣除手续费。

Part A Account Information 账户资料

Form with fields for Family name, First name, Name in Chinese, Identity document type, Identity document number, and account information table.

Part B Customer signature 客户签名

Form with text instructions for PIN security and a signature/stamp area.

Table for Bank Use Only with fields for Customer PBN, Data captured by, Signature verified by, Checked by, and Authorised by.

Member HSBC Group 汇丰集团成员

1. 重要提示

本《电话银行服务一般条款》适用于本行电话银行服务的使用。您在使用或继续使用本行电话银行服务之前，请仔细阅读、充分理解本《电话银行服务一般条款》所有条款（尤其是用粗体和/或下划线标注的条款）。如您有任何疑问及异议，请您不要进行后续操作并立即联系本行（汇丰中国客户服务热线-银行账户服务：95366（24小时，周一至周日；汇丰汇融小企业银行服务热线：400-820-1177（8:00-19:00，周一至周五；8:00-16:00，周六；节假日除外）），以便本行对相关内容进行解释和说明。当您使用或继续使用本行电话银行服务，即表示您已阅读本《电话银行服务一般条款》并同意接受其约束。

2. 定义及释义

有关定义除非文义上另有所指，否则凡本条款提及：

“本条款”指本文件《电话银行服务一般条款》。

“本行”指汇丰银行（中国）有限公司，包括其继承人及受让人。

“账户”指客户在本行开立的所有个人客户账户、环球私人银行客户和小企业客户账户。

“授权代表”指获得客户（通常是本行小企业客户）的授权可以通过电话操作账户的人士。

“客户”指持有本行账户的人士，如此等人士超过一位，则客户一词将按照文义所指，视为其中的任何一位、全部或每位人士。

“私人密码”指本行为方便客户在向本行发出电话指示时识别身份而设定的私人密码，包括本行给予客户的任何密码及客户其后更改的任何密码。

“电话指示”指客户/授权代表以电话发出的指示。

“验证码”指本行为方便客户在向本行发出电话指示时识别身份而对客户预留在本行的手机号码上发送的一次性验证码。

“个人信息”指以电子或其他方式记录的与已识别或者可识别的个人有关的信息，不包括匿名化处理后的信息。个人信息包括姓名、出生日期、身份证件信息（身份证、护照等）、个人生物识别信息、通信通讯联系方式、住址、账户信息、财产状况、位置信息等。

3. 客户的权利与义务

- a. 客户应按照本行要求完成开通电话银行服务的申请，经本行审核通过后，可通过在本行官方网站（www.hsbc.com.cn）“联系汇丰”、借记卡或信用卡背面及手机银行端的“联系我们”上公布的客户服务热线享受电话银行服务。授权代表可通过在本行官方网站（www.hsbc.com.cn）“联系汇丰”上公布的客户服务热线享受电话银行服务。
- b. 为保障信息安全和账户安全，客户/授权代表无论何时均应妥善保管密码、验证码、银行账号等信息，并确保只在安全的环境中使用所有可能用于身份验证或与之相关的签名、印鉴、密码、验证码、信息、文

件、设备或其他介质。客户使用正确的电话银行密码或双方约定的其他方式；或授权代表按照双方约定的方式进入本行电话银行系统使用电话服务的，均视为客户/授权代表本人操作，所产生的电子信息记录为该项交易的合法有效凭据。在任何时候，客户/授权代表均不应向任何他人透露或允许任何他人使用该等信息。若因客户/授权代表的原因而导致上述信息泄露、丢失、被盗，或被他人以任何方式不当用于身份验证或向本行发出指示而造成损失，则由客户/授权代表承担该等损失。若发生这类情况，客户/授权代表应立即致电本行客户服务热线，并采取重置密码等措施以防止损失进一步扩大。

- c. 客户/授权代表应确保账户内已有足够款项或预先安排的信用贷款以执行电话指示，如因款项及/或信用贷款不足以致无法执行该电话指示，从而产生资产损失的情况，由客户/授权代表承担相关责任；但若因本行过错或违规操作而造成的损失，则由本行承担责任。
- d. 客户/授权代表应确保收款账户信息正确，如因付款细节不正确以致无法执行该电话指示，从而产生资产损失的情况，由客户/授权代表承担相关责任；但若因本行过错或违规操作而造成的损失，则由本行承担责任。
- e. 凡本行根据电话指示而作出的任何汇率或利率报价，均属参考性质，除非本行确认该报价作为交易用途，否则本行毋须按该报价交易。
- f. 客户/授权代表对本行电话银行服务如有疑问、建议或意见时，可拨打本行客户服务热线，或是登录本行官网（www.hsbc.com.cn）“联系汇丰”查看相关咨询和投诉的反馈途径。

4. 本行的权利与义务

- a. 本行有权为了接受、执行客户/授权代表的电话指示及/或其他目的而验证客户/授权代表的身份。客户/授权代表应配合本行完成身份验证。本行可能就不同的客户/授权代表、不同的账户或服务、不同的服务渠道或电话指示接收方式，要求不同的身份验证方式。本行可能采用一种或多种方式验证客户/授权代表的身份。本行可能不时增加、删除或变更身份验证方式。客户/授权代表同意并确认所有通过身份验证所进行的操作或发出的指示。
- b. 按照客户/授权代表在本行设定的身份认证方式通过身份验证后进行的操作或发出的指示，均视为客户/授权代表本人所为的操作和电话指示，该操作和电话指示所产生的相关信息记录均为本行处理电话指令和电话银行业务的有效凭据。本行按照客户/授权代表的电话指示提供服务。
- c. 本行应当保障电话银行系统设施设备的安全，对电话银行的重要设施设备和数据采取适当保护措施。在本行履行上述合理义务前提下，因设备故障、通讯线路故障及断电、停电或偶发因素产生的不可预测、不可控制等因素及不可抗力原因而造成客户/授权代表损失时，本行不承担责任。如本行系统发生故障而导致电话银行服务无法正常使用的，发现问题后，本行应尽快通知受影响客户/授权代表，并且本行应尽快解决故障以尽快恢复服务的正常使用。

d. 在本行为客户/授权代表办理本协议项下的电话银行服务所必需的情形下，客户/授权代表同意并授权本行在遵守法律法规的前提下，对客户/授权代表在办理本业务过程中提供的或因使用服务而产生的个人信息进行收集、储存、使用等处理活动。本行根据其不时更新的《汇丰银行（中国）有限公司电子银行渠道个人用户专项个人信息及隐私保护政策》《汇丰银行（中国）有限公司个人信息及隐私保护政策（个人业务版）》以及《一般章程条款（个人账户适用）》和《个人账户一般条款》中的相关条款，来处理和保护相关个人信息。客户/授权代表可以向本行索阅或通过本行网站（www.hsbc.com.cn）查阅上述文件，以便了解我行处理个人信息的目的、方式、范围和保护措施，并了其相关权益及维护权益的方式。

5. 收费及修订

在法律、法规及监管要求允许的范围内，本行对电话银行服务保留收取服务费及/或其他费用的权利，但相关费用将会按照法律、法规及监管要求的时间及方式进行提前公告，并列入本行的《财富管理及个人银行业务账户和服务费率》《单位客户-账户和服务费率》中。若客户/授权代表不接受上述调整、修改的，客户有权选择注销本行电话银行服务，如未在公告期结束前注销电话银行服务，则视为接受上述调整或修改，客户/授权代表办理电话银行业务按调整或修改后的收费项目、标准和周期等支付费用。

6. 管辖法律

本条款适用中华人民共和国（仅为本《电话银行服务一般条款》之目的，不包括中国的以下特定司法区域：香港特别行政区、澳门特别行政区以及台湾地区）法律并据其解释。客户同意接受本行所在地即上海市的有管辖权的人民法院的非排他性管辖权。

7. 其他

- a. 本行可随时修订本《电话银行服务一般条款》，且在本行官网（www.hsbc.com.cn）进行公告或向客户发出通知即生效。若客户不接受相关修订，则有权注销或停用本行电话银行服务；若客户/授权代表在本行修订本《电话银行服务一般条款》生效后继续使用本行电话银行服务的，即被视为客户已接受了修订后的条款。
- b. 本《电话银行服务一般条款》补充(但并不取代)客户与本行间的任何其他协议、条款或文件。就电话银行服务而言，如本《电话银行服务一般条款》与其他协议、条款或文件存在任何不一致，以本《电话银行服务一般条款》为准。
- c. 本条款以中文为准，英文仅供参考，中、英文版本若有冲突，以中文为准。

1. Important Notes

The Phone Banking Service General Terms and Conditions apply to the phonebanking services at our bank. Before using or continue using the bank's phonebanking services, please be sure to carefully read and fully understand all the following Terms and Conditions, in particular those marked in bold and/or underlined. If you have any doubt or objections, please do not follow up but timely contact our bank (HSBC China customer service hotline 95366 (24H, Mon-Sun), HSBC Fusion Retail Business Banking Service Hotline 400-820-1177(8:00-19:00, Mon-Fri / 8:00-16:00, Sat/holidays exclude)) to ask for an explanation. By applying for and using or continue using the bank's phonebanking services, you represented that you have read and agreed to be bounded by the Phonebanking Services General Terms And Conditions.

2. Definitions:

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

“Terms and Conditions” means the Phone Banking Service General Terms and Conditions.

“Bank” means HSBC Bank (China) Company Limited, including its successors and assigns.

“Account” means each of the Personal Account, Global Private Banking Account, Retail Business Banking Account.

“Authorised Delegate” means the person who is authorized by the Customer, usually a Retail Business Banking customer, to operate the Accounts through the telephone.

“Customer” means the person who is the holder of an account maintained with Bank. Where there is more than one such person, references to the “Customer” shall be construed, as the context requires, to any, all or each of them.

“PIN” means the personal identification number for the time being established for the Customers for the purpose of identification of the Customers in giving instructions to the Bank by telephone, including any code number assigned to the Customers by the Bank and any number(s) substituted by the Customers/ for that purpose.

“Telephone Instruction” means each and any instruction given by the Customers/Authorised Delegate by telephone that may be acceptable to the Bank from time to time.

“SMS OTP” means a one-time verification code sent by the Bank to the Customers on their mobile phone numbers reserved, for using by the Customers for the convenience to identify themselves when sending telephone instructions to the Bank.

“Personal Information” means any kind of information related to an identified or identifiable natural person as electronically or otherwise recorded, excluding information that has been anonymized. Personal Information include name, birth date, ID certificate information (ID card, passport and etc.), personal biometrics recognition information, contact information, address, account information, property status, location and etc..

3. Customer's Rights and Obligations

- (a) The Customers shall, under the requirements of the bank, finish the application for opening Phonebanking Services, and may, after being approved by the bank, enjoy Phonebanking Services

through the customer service hotline or contact number published on the website of the bank (www.hsbc.com.cn) "Contact HSBC", the back of debit card or credit card, or "Contact HSBC" of mobile APP. Authorised Delegate can enjoy Phonebanking Services through the customer service hotline or contact number published on the website of the bank (www.hsbc.com.cn) "Contact HSBC".

- (b) **To ensure information security and account security, the Customer/Authorised Delegate shall always have custody of information such as passwords, identification codes, bank account numbers, etc. and ensure that all signatures, seals, passwords, identification codes, information, documents, equipment or other media that may be used for authentication or related thereto are used only in a secure environment. Where a Customer enters into the Phonebanking system of the bank to use telephone services by using the correct Phonebanking password or by any other means as agreed upon by both parties, and Authorised Delegate can enter into the Phonebanking system of the bank to use telephone services by any other means as agreed upon by both parties, he/she shall be deemed as the work of the Customers/ Authorised Delegate, and the electronic information generated shall be recorded as legitimate and valid credentials for such a transaction. At no time shall the Customers/ Authorised Delegate disclose or permit use of such information to any other person. The Customers/ Authorised Delegate shall be responsible for any loss arising from the disclosure, loss, theft or improper use in any manner of authentication or instruction given to the bank by the Customers/ Authorised Delegate. If this happens, the Customers/ Authorised Delegate should call our customer service hotline and take measures such as resetting the password to prevent any further loss.**
- (c) **The Customer/ Authorised Delegate shall ensure that there are sufficient funds or pre-arranged credit facilities in the Account(s) for the purpose of the Telephone Instructions. The Bank shall not be liable for any loss arising out of the Bank's failure to carry out such Telephone Instructions due to inadequacy of funds and/or credit facilities, unless such loss is due to the Bank's errors or non-compliant operations.**
- (d) **The Customer shall ensure that the receipt account information is correct. If the payment details are incorrect so that the Telephone Instruction fail to be executed, the Customer / Authorised Delegate shall be liable for the loss, unless if such loss is due to the Bank's errors or non-compliant operations and the Bank shall be liable.**
- (e) 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.
- (f) If the Customer/Authorised Delegate has any inquiries, suggestions or comments about the Bank's Phonebanking Services, the Customer/Authorised Delegate can call the Bank's customer service

hotline 95366 or log on the bank's website (www.hsbc.com.cn) "Contact HSBC" for related inquiries and complaints feedback.

4. Bank' Rights and Obligations

- (a) The Bank shall have the right to verify the identity of the Customer/ Authorized Delegate for the purpose of accepting, carrying out the Telephone Instructions and/or other purposes by the Customer/ Authorized Delegate. The Customer/ Authorized Delegate shall cooperate with the Bank to complete the identity authentication. The Bank may require different authentication methods for different Customers/ Authorized Delegates, different accounts or services, different service channels or different instruction channels. **The Bank may authenticate the identity of the Customer/ Authorized Delegate in one or more ways. Authentication methods may be added, deleted or changed from time to time. The Customer/Authorised Delegate agrees to and confirms all actions taken or instructions issued after identity authentication.**
- (b) **After passing the identity authentication according to the authentication method set by a Customer/Authorised Delegate at the Bank, the actions or the instructions issued by the Customers/Authorised Delegate shall all be regarded as the actions and Telephone instructions by the Customers/Authorised Delegate, and the electronic information records generated by such actions or instructions shall all be the valid credentials for the Bank to process the Telephone Instructions and the telephone banking business.** The Bank is authorized to act on the Telephone Instructions of the Customers/Authorised Delegate.
- (c) The Bank shall guarantee the safety of facilities and equipment of its telephone banking system and take appropriate protective measures for important facilities and equipment and data of its telephone banking system. Subject to the fulfillment of the above reasonable obligations, the Bank shall not be liable for any loss of the Customers/Authorised Delegate caused by such factors as equipment failure, breakdown of communication lines, power cut, power cut, unpredictable and uncontrollable factors or force majeure. In case a system failure of this bank results in the incapability of normal use of the telephone banking services, this bank shall, after finding any problem, notify the affected customer /Authorized Delegates as soon as possible, and shall solve the problem as soon as possible so as to resume the normal use of services.
- (d) In order to meet the necessity for the Bank to provide phonebanking service, the Customer/Authorized Delegate agrees to authorize the Bank to collect, store, use the personal information related to the processing purposed provided by the Customer/Authorized Delegate during the course of

phonebanking service or generated from the use of the service, provided that it is in compliance with the applicable laws and regulations. The Bank shall process and protect such personal information in accordance with the Bank's Personal Information and Privacy Protection Policy for Personal Digital Banking Services of HSBC Bank (China) Company Limited, the HSBC Bank (China) Company Limited Personal Information and Privacy Protection Policy (For Personal Business), and the relevant clauses of the Bank's General Terms and Conditions (for Personal Account Holders), and the Personal Accounts General Terms and Conditions. The Customer/Authorized Delegate may ask the Bank for these abovementioned documents or read them on the website of the Bank (www.hsbc.com.cn), in order to understand the purpose, manner and scope of the Bank's processing of personal information, how the Bank protect such information, and to understand how they can protect their rights and interests.

5. Fees

To the extent permitted by laws, regulations and regulatory requirements, the Bank reserves the right to charge services fees and/or other charges, provided that such change shall be announced in advance as required by laws, regulations and regulatory requirements and shall be stated in the Bank's Tariff of Accounts and Services for Wealth and Personal Banking Business or Tariff of Accounts and Services for Corporate Customers. If the Customer/Authorised Delegate refuses to accept the aforesaid changes or adjustments, the Customer may request to cancel the phonebanking services of the Bank. Upon the expiry of the public announcement period, the Customer/Authorised Delegate who has not submitted any cancellation application are deemed to have agreed to such amendments or adjustment iin the phonebanking services.

6. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with laws of the People's Republic of China (for the purpose of these Terms and Conditions, excluding China's specific jurisdictions: Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan Region). The Customer agrees to submit to the non-exclusive jurisdiction of the competent people's court of the residency of the Bank (i.e., Shanghai).

7. Others

- a. The Bank may amend these Terms and Conditions from time to time upon public announcement on the Bank's website (www.hsbc.com.cn) and the notifications to the Customers. If the Customer disagrees to such amendments, the Customer may request to

cancel or discontinue the phonebanking services; if the Customer/Authorised Delegate continue using the phonebanking services after the effective date of such amendments in these Terms and Conditions, it shall be deemed as the Customer's acceptance of these revised Terms and Conditions.

- b. The Phonebanking Service General Terms and Conditions supplement (but do not replace) any other agreements, terms or documents between the Customer and the Bank. In terms of the phonebanking services, The Phonebanking Service General Terms and Conditions shall prevail, if it has any inconsistency with other agreements, terms or documents between the Bank and Customer,
- c. These Terms and Conditions are prepared in the Chinese language. The English version is prepared for reference only. In the event of any discrepancies between the two language versions, the Chinese version will prevail.