

富邦銀行 定額私人貸款《條款及細則》

富邦銀行(香港)有限公司(下稱「本行」)將於閣下之申請獲成功批核後，根據貸款申請表格(「《申請表》」)、本行發出的貸款確認函(「《確認函》」)及本《條款及細則》(包括《《電話理財服務的條款及細則》》)(全部構成整體協議)提供予閣下作為借款人一項私人貸款(包括稅務貸款或其他本行不時指定相類似及特定目的之私人貸款產品)(下稱「貸款」及其就本文件內容意指不時到期的欠款)。當閣下提取該貸款後，則閣下將會被視為已接受及同意遵守《申請表》、《確認函》及本《條款及細則》。

1. 每月還款及月結單

- 1.1 閣下不可撤回已授權本行由本行向閣下發出之《確認函》中指定之每月還款日或每月到期繳款日(視乎情況而定)(「還款日」)起，按月從閣下《申請表》內所指定的還款銀行賬戶中(「還款賬戶」)以自動轉賬付款方式扣除指定數額之每月還款額(「分期還款額」)及根據本《條款及細則》其他閣下所須繳付的款項。若本行每月向閣下發出月結單，還款日將由本行不時自行決定，並以列印於月結單上之日期為準。若本行不發出月結單，而閣下之還款戶口設於本行，及有關還款日為星期日或香港公眾假期，該還款日將會順延至下一個營業日，若閣下之還款戶口並不設於本行，及有關還款日為星期六、日或香港公眾假期，還款日亦會順延至下一個營業日。扣款後，本行將不會另行發出收據。
- 1.2 本行或會每月或按其不時全權決定之期限向閣下發出結單(視乎情況而定)，該結單將列明在還款日或之前閣下應繳付予本行之分期還款額或根據本《條款及細則》閣下所須繳付之款項，結單亦會列明於第1.1條所述的自動轉賬付款交易或其他交易詳情。
- 1.3 若第1.1條所述的自動轉賬付款未能安排或因還款賬戶資金不足或其他原因未能成功還款，閣下須安排於還款日或之前於富邦銀行各分行以現金或支票或以其他付款方式清還分期還款額。

2. 還款賬戶資金不足

閣下聲明及保證閣下會確保於每一還款日或之前還款賬戶存有足夠資金支付分期還款額。若閣下之還款賬戶內資金不足以於還款日完成資金轉賬，本行可行使酌情權不進行該轉賬，並會向閣下收取於《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中所述的自動轉賬退回費用或其他有關行政費用。

3. 利息、收費及費用

- 3.1 受第3.2條所約束，該貸款之利率及其他收費及費用會列明於《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中。若閣下未能於還款日清還任何分期還款額或其他根據本《條款及細則》須繳付之款項，本行將向閣下收取根據《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中列明之財務費用、逾期還款費用及其他適用之收費及費用。
- 3.2 在不影響本《條款及細則》內條款之一般適用性的情況下及受制於第12條，本行有絕對酌情權決定及不時更改利息、收費、費用及其他閣下根據本《條款及細則》或有關該貸款文件中所須繳付之款項。

4. 提早償還貸款

- 4.1 提早償還該貸款必須於十(10)個工作天前以書面通知本行。閣下應付予本行(a)所有該貸款之到期欠款(包括本金及利息，而利息將計算至下一個還款日或以前)；及(b)根據《確認函》及本行不時印發之《服務收費表》(視乎情況而定)中列明之提早償還費用及其他適用之收費及費用。受制於上述條款，任何提早還款要求一般情況下會於本行收到該通知後的下一個還款日或以前處理。
- 4.2 除非獲得本行事先書面同意及受本行按其獨有酌情權決定的條件所規限，否則本行並不接受任何該貸款之部份還款。

5. 貸款支付形式

- 5.1 貸款的款項將存入閣下指定銀行賬戶或以銀行本票形式發出，該本票之抬頭人將為有關商號或機構(包括香港特別行政區政府)，而有關商號或機構名稱及其付款資料已列明於《申請表》上；若該等資料有任何更改，閣下承諾立即通知本行。若閣下未有及時通知本行，本行毋需因如期支付該等貸款而引致的損失負責。
- 5.2 本行不會就任何閣下利用該貸款購買(及使用)之貨品或服務的任何事宜負上任何責任。本行亦不會保證及聲明該等貨品或服務具可商售品質。前述事宜全部均由有關商號或機構負責，以及閣下應就此直接向有關商號或機構查詢或投訴。

6. 終止

- 6.1 若閣下未能遵守本《條款及細則》內之任何條款或觸犯任何法例或法規，本行可隨時立刻終止該貸款而毋須另行通知；另本行亦可在事先給予閣下不少於30天通知的情況下(或者在切實可行情況下，因應閣下要求給予更長的通知期)終止該貸款。若貸款被終止後，閣下須即時應本行要求清還所有該貸款之欠款(包括本金及利息)連同所有適用之收費、費用及其他根據本《條款及細則》閣下所須繳付之款項。
- 6.2 閣下不得在未有本行書面同意下自行終止該貸款或第1.1條所述的自動轉賬付款安排，否則該終止將被視為第4條所述的提早償還貸款要求，本行並會根據第4條所述的一切處理。

7. 共同及個別責任

假若該貸款是以聯名作出申請，本《條款及細則》均共同及個別地完全適用於每一位借款人，以及其有關該貸款之責任及義務均屬共同及個別性。任何已給予其中一位借款人的通知均會被視為已向所有借款人作出通知。

8. 抵免

本行可於毋須事先通知閣下之情況下隨時將該貸款之任何尚欠本金及/或利息與閣下於本行開設(包括但不限於港元、外幣或其他類別)之其他賬戶(包括定期儲蓄賬戶)合併；並可將該等賬戶之結餘以抵免或轉賬方式清還閣下就有關該貸款之欠款。

9. 個人資料及客戶信貸資料

- 9.1 閣下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)條例及個人信貸資料的通知》的約束。
- 9.2 當本行考慮閣下的貸款申請時，本行有權於審批過程中開啟及考慮資料庫所編制關於閣下的信貸報告。
- 9.3 當本行會不時就已提供的貸款額增加、限制(包括取消或降低貸款額)或進行債務重組覆檢閣下的貸款賬戶時，本行有權查閱及使用資料庫所編制的信貸報告，以便本行於貸款賬戶有效期內進行覆檢。

10. 追討行動

- 10.1 本行有權聘請收賬代理、律師行及/或機構為其收取有關該貸款到期但尚未支付的任何費用及所有根據本《條款及細則》應付但尚未清還的費用及款額。本行於此獲得閣下授予不可撤回的權力，可向該等收賬代理、律師行及/或機構透露有關閣下及該貸款之任何及所有資料(包括個人資料)。閣下將向本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。
- 10.2 倘若本行採取追收行動或提出法律訴訟向借閣下追討按本《條款及細則》應予支付的任何款額及/或由於閣下違反或不遵守按本《條款及細則》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)及其它開支，閣下必須向本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。
- 10.3 本行會在收到閣下之書面要求後，向閣下提供就本《條款及細則》第10.1及10.2條所提及之所有費用及開支之詳細資料。

11. 聲明及保證

- 11.1 閣下聲明及保證：—
 - (a) 閣下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) 閣下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。
- 11.2 若任何上述聲明及保證或任何閣下不時就該貸款向本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分期還款額或根據本《條款及細則》其他閣下須繳付的款項發生任何困難，閣下須立即知會本行。

12. 修改

- 12.1 本行保留隨時修訂本《條款及細則》、《確認函》、本行不時印發之《服務收費表》(視乎情況而定)及所有適用費用的權利。如任何修訂是涉及費用或閣下之責任時，該等修訂將在本行採用其認為適當而合理的方式向閣下發出事先通知後便告生效。
- 12.2 閣下在收到該等通知後，有權拒絕接納有關修訂。若此情況發生，閣下或本行皆可取消該貸款及該貸款賬戶，但雙方在取消該貸款及該貸款賬戶前已產生的任何權利及責任則不受此影響。

13. 單一協議

《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。

14. 法律

- 14.1 本《條款及細則》受香港特別行政區法律管轄及按其加以詮釋。
- 14.2 除本行及閣下(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》強制執行本合約的任何條款，或享有條款下的利益。

如本《條款及細則》之中、英文有任何歧異，概以英文原文為準。

FUBON BANK

FIXED TERM PERSONAL LOAN TERMS AND CONDITIONS

Fubon Bank (Hong Kong) Limited (the "Bank") shall upon your successful application extend to you as borrower a personal loan identified as "Tax Loan" or any other loan/facility of such nature and for such purpose as the Bank may specify from time to time (the "Loan" and which shall mean for the purposes herein the outstanding due thereon from time to time) subject to and upon the Loan application form (the "Application"), the Bank's loan confirmation letter (the "Confirmation Letter") and these Terms and Conditions (including the "Terms and Conditions for the Phone Banking Service"), constituting the entire agreement, by which you, by drawing the Loan thereafter, shall be deemed to have accepted and agreed to be bound.

1. Monthly Repayment and Monthly Statement

- 1.1 The Bank is hereby irrevocably authorized to debit your designated repayment bank account (the "Repayment Account") as specified in the Application with each monthly instalment amount (the "Instalment Amount") and all other payable sums as required hereunder through autopay services commencing on such monthly instalment due dates or monthly payment due dates (as the case may be) (the "Due Date") as specified in the Confirmation Letter. If a monthly statement is sent by the Bank to you, the Due Date, which is determined by the Bank as from time to time at its sole discretion, will be printed on the statement. If a monthly statement is not sent, for those customers who maintain a loan settlement account with the Bank and have the Due Date falling on Sunday or a Hong Kong public holiday, the following business day will become the Due Date whereas for those customers who maintain a loan settlement account with another bank and have the Due Date falling on Saturday, Sunday or a Hong Kong public holiday, the following business day will become the Due Date. No further receipt will be issued after the debit transfer has been effected.
- 1.2 The Bank may provide you with a statement on a monthly basis or at other intervals which the Bank may at its absolute discretion determine from time to time (as the case may be). The statement details the Instalment Amount which is payable by you to the Bank and all applicable fees, charges and other sums payable by you hereunder on or before the Due Date. The statement also lists out the debit transfer arrangement under Clause 1.1 and the other transaction details.
- 1.3 If the debit transfer arrangement under Clause 1.1 fails to be set up or the transfer fails to be effected for insufficiency of funds in the Repayment Account or for other reasons, you shall arrange to settle the Instalment Amount by way of cash or cheque at any branch of the Bank or via other payment methods on or before the Due Date.

2. Repayment Account Fund Insufficiency

You represent and warrant that you shall always maintain sufficient funds in the Repayment Account for payment of Instalment Amount on or before each Due Date. Should there be insufficient funds in the Repayment Account for the debit transfer on a Due Date, the Bank shall be entitled, at its sole discretion, not to effect such transfer in which event the Bank may levy upon you a rejected autopay charge set out in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be) or other related service charges.

3. Interest Rate, Fees and Charges

- 3.1 Subject to Clause 3.2, the interest rate and rates of all other fees and charges on and in respect of the Loan shall be specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be). In the event of your failure to make any Instalment Amount on the Due Date or any other sums as required hereunder, a Finance Charge, Late Payment Fee, and any other related fees and charges whichever is applicable as specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be) will be imposed.
- 3.2 Without limiting the generality of any other terms and conditions herein and subject to Clause 12, interest, fees, charges and other sums payable by you hereunder or otherwise in respect of the Loan shall be determined, and may be varied from time to time, by the Bank at its sole discretion.

4. Early Repayment

- 4.1 Early repayment of the Loan is permissible upon ten (10) business days' prior written notice thereof having been received by the Bank provided that you shall pay the Bank (a) all the outstanding due under the Loan (including principal and interest, and in respect of the accrued interest this shall be calculated for the period up to the next Due Date or before); and (b) an Early Repayment Charge or other related fees and charges whichever is applicable as specified in the Confirmation Letter and the Bank's List of Service Charges issued from time to time (as the case may be). Any early repayment, subject to the foregoing, shall only be effected normally on or before the next Due Date after the receipt of the said notice by the Bank.
- 4.2 No partial repayment of the Loan is allowed without the Bank's prior written consent and subject to such conditions as the Bank may in its sole discretion determine.

5. Payment of Loan Proceeds

- 5.1 The proceeds of the Loan may be credited to your designated bank account or be paid by way of Cashier's Order(s) made payable to the merchant(s) or institution(s) (including The Government of the HKSAR) whose corporate name and payment details are set out in the Application. You undertake to inform the Bank immediately of any change in such details, failing which the Bank shall have no liability whatsoever if it proceeds with the payment.
- 5.2 The Bank shall not in any way be responsible for or be held liable in respect of any matter arising from or otherwise in connection with the purchase (and usage) of any product or service by you using the Loan. The Bank also gives no warranty or makes no representation as to the quality and merchantability of the products or services so purchased and used. The foregoing shall be the full responsibility of the relevant merchant(s) or institution(s) and all enquiries or complaints shall be directed to the relevant merchant(s) or institution(s).

6. Termination

- 6.1 The Bank may at any time forthwith terminate the Loan upon giving you at least 30 days' prior notice (or upon your request a longer period of notice where it is practicable to do so) or without prior notice if you fail to comply with any provisions of these Terms and Conditions or in breach of any applicable laws or regulations. Upon such termination, you shall repay immediately on demand to the Bank all the outstanding (including principal and interest) under the Loan together with all applicable fees, charges and other sums payable by you hereunder.
- 6.2 You are not entitled to terminate the Loan or the debit transfer arrangement as specified in the Clause 1.1 without the Bank's prior written consent, otherwise it shall be treated as a request of an early repayment under Clause 4 and Clause 4 shall apply accordingly.

7. Joint and Several Liabilities

Where the Loan application is made in joint names, these Terms and Conditions shall apply, mutatis mutandis, to each of you jointly and severally and your liabilities and obligations to the Bank hereunder in respect of the Loan shall be joint and several. A notification to any of you shall be considered as notification to you jointly.

8. Set Off

The Bank may at any time, without prior notice, combine or consolidate any outstanding principal and/or interest on the Loan with any other accounts (including fixed deposit accounts) whether in Hong Kong dollar, foreign currency or otherwise, which you maintain with the Bank and may set-off or transfer any money standing to the credit of your such other accounts in or towards satisfaction of your liability to the Bank in respect of the Loan.

9. Personal Data and Consumer Credit Data

- 9.1 You agree 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.
- 9.2 When the Bank considers the application for the Loan from you, the Bank may access and consider a credit report on you from a CRA in its credit decision process.
- 9.3 Where the Bank has provided the Loan which is subject to review from time to time in relation to an increase in the Loan amount, the curtailing of Loan amount (including the cancellation of Loan amount or a decrease in the Loan amount) or the putting in place or implementation of a scheme of arrangement, then in order for the Bank to conduct such reviews during the subsistence of the Loan account the Bank will access and make use of a credit report from a CRA.

10. Enforcement

- 10.1 The Bank shall be entitled to employ outside debt collecting agencies, solicitor firms and/or any other institutions to collect any charges, fees and all outstanding sums due or payable hereunder or when you fail to comply with any provisions of these Terms and Conditions. The Bank may and is hereby irrevocably authorised by you to disclose to such debt collection agency or solicitor firms (collectively "DCA") and/or institutions any or all information (including Personal Data) available in relation to you and the Loan. You shall indemnify the Bank for all reasonable costs and expenses reasonably incurred by the Bank of and incidental in employing such DCA and/or institutions.
- 10.2 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 you and/or for other remedies resulting from the breach or non compliance of any of these Terms and Conditions, you 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.
- 10.3 The Bank shall upon your written request provide you at the prevailing charges with a detailed breakdown of the amount of the costs, fees, expenses and disbursements specified in Clauses 10.1 and 10.2 upon your written request.

11. Representations and Warranties

- 11.1 You represent and warrant that:-
- (a) you have never been and will not be 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) you have and will have no intention to petition for your own bankruptcy or for any similar order, or proposes to enter into with your creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere.
- 11.2 If any of the representation and warranty above or any information provided by you in respect of the Loan from time to time is or will become untrue or you have any difficulty in repaying the Instalment Loan or any other sums that you are payable under these Terms and Conditions, you undertake to inform the Bank immediately upon its occurrence.

12. Amendment

- 12.1 The Bank reserves the right at all times to amend or vary these Terms and Conditions, the Confirmation Letter, the Bank's List of Service Charges issued from time to time (as the case may be) and applicable fees and charges. If such amendment or variation affect any of the Charges and the obligations or liabilities of you, then such amendment or variation will become effective after prior notification to you by such reasonable means the Bank deems fit.
- 12.2 You upon receipt of such notification have a right to refuse to accept the amendments or variations. In such event, either you or the Bank may cancel the Loan and terminate the Loan account subject to and without prejudice to each party's rights and obligations accrued and incurred prior to cancellation or termination.

13. Entire Agreement

The Application, the Confirmation Letter, the Bank's List of Service Charges issued from time to time (as the case may be), these Terms and Conditions and other Bank agreements or documents you may from time to time execute in respect of the Loan shall together constitute a binding contract.

14. Governing Law

- 14.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 14.2 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.

If there is any inconsistency or conflict between the English version and Chinese version, the English version shall prevail.

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, willful 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.