standard chartered

Terms and Conditions for the Standard Chartered QR Cash Service

1. These terms and conditions ("Terms") apply to and regulate your use of the Standard Chartered QR Cash service ("Service") provided by Standard Chartered Bank (Hong Kong) Limited ("the Bank" or "we" or "Standard Chartered"). By your use, access and/or operation of the Service, you accept and agree to these Terms (as they may be amended from time to time). If you do not accept these Terms, please stop accessing or using the Service.

2. The Standard Chartered QR Cash Service is a service where you may, through our *mobile app*, SC Mobile, provide cash withdrawal instruction to the Bank and withdraw cash from an *ATM* without an *ATM card*.

3. The Service is provided as part of the Bank's *electronic banking services*, and accordingly:

   (a) these Terms are in addition to and shall be read in conjunction with the Bank's Client Terms or General Account Terms and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the Client Terms or General Account Terms shall include reference to these Terms); the Client Terms and the General Account Terms may be accessed at https://www.sc.com/hk/help-centre/customer-terms-and-conditions.html;

   (b) the meaning of key words printed like *this* and other words used in our banking agreement is explained in our Client Terms and these Terms. Some additional key words which apply to the services referred to in these Terms are explained in these Terms; and

   (c) in the event of any conflict or inconsistency, these Terms shall prevail over the Client Terms and General Account Terms and to the extent of such conflict or inconsistency.

4. You acknowledge and agree that in order to use the Service:

   (a) You must be a valid user of our *mobile banking* services;

   (b) You must install SC Mobile on your mobile device with camera functionality; and

   (c) You must activate the SC Mobile Key on your mobile device to control access to the mobile device.

5. To use the Service:

   (a) You should **log-in** SC Mobile, select "QR Cash", accept these Terms and provide your cash withdrawal instruction to the Bank ("Withdrawal Instruction"). You may withdraw cash in Hong Kong Dollar or Renminbi from any of your *account(s)* maintained with the Bank, whether they are solely or jointly owned by you, including savings *account*, current *account, account* for *credit card* and Integrated Deposits Account (IDA). There may be restrictions on the types of *account(s)* that you may withdraw cash via the Service. In case of disputes, the Bank has the sole and final decision to determine the type of *account(s)* that you may withdraw cash via the Service. The cash to be withdrawn must be in the same currency as the withdrawal *account*.

   (b) You should visit any of the Standard Chartered *ATM*s or JETCO *ATM*s located in Hong Kong that support cardless withdrawal transaction ("QR Cash ATM") and select "Cardless withdrawal" transaction. QR Cash ATM will display a Quick Response code ("QR code") and you should **scan the QR code** with SC Mobile installed on your mobile device to withdraw cash in the amount specified in the Withdrawal Instruction.

   (c) Each Withdrawal Instruction has a validity period of **60 minutes** from the time when the Withdrawal Instruction is successfully set up through SC Mobile ("Validity Period"). If you do not withdraw the cash in accordance with Clause 5(b) above within the Validity Period, the Withdrawal Instruction will expire and be automatically cancelled, and the Bank will not proceed to act on the Withdrawal Instruction.

   (d) You should **ensure there is available and sufficient fund** in the withdrawal *account*; otherwise, the Bank will not proceed to act on the Withdrawal Instruction and the transaction will be rejected at the QR Cash ATM.

   (e) You may **vary or cancel** the Withdrawal Instruction via SC Mobile before the withdrawal is made and within the Validity Period of the Withdrawal Instruction. If you vary the Withdrawal Instruction under this Clause 5(e), the Validity Period will be extended for 60 minutes from the time when the Withdrawal Instruction is successfully varied.

6. You may still choose to withdraw cash directly at any *ATM*s without using the Service.

7. You understand the need and you agree to protect your mobile device and shall be responsible for all uses of your mobile device (whether authorised by you or otherwise) to access and use the Service.

8. The Bank shall be entitled to impose or amend any minimum or maximum amount of the daily aggregated withdrawal limit of the Service. These are set out in the Bank's QR Cash Frequently Asked Questions, which the Bank may revise periodically. For details, please refer to https://www.sc.com/hk/bank-with-us/app-sc-mobile/qrcash.

9. Standard Chartered *ATM*s or JETCO *ATM*s may have different maximum and minimum transaction amount ("Transaction Limit") for every cash withdrawal made through an *ATM*. If the Withdrawal Instruction exceeds the Transaction Limit, the transaction will be rejected at the QR Cash ATM and the Bank will not proceed to act on the Withdrawal Instruction.

10. The Bank may suspend or terminate your access to and/or use of the Service or decline or reject any Withdrawal Instruction for any reason, at any time and without prior notice.

11. To enjoy certain functions of "Locate ATM" of the Service, you have to switch on the relevant function, such as location service, according to the setting of your mobile device. If you choose not to do so then certain functions of "Locate ATM" will not be available to you.

12. In addition to and without subtracting the disclaimers and exclusions of liability in the Client Terms and the General Account Terms:

    (a) We do not represent or warrant that the Service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other e*lectronic banking services* that we may offer from time to time.

    (b) Unless a law prohibits us from excluding or limiting our liability, we are not liable for any *loss* you incur:

        (i) in connection with the use or attempted use of the Service, or your instructions, or any unauthorised transactions through or in connection with the Service;

        (ii) due to any delay or any unsuccessful withdrawal of cash at any QR Cash ATM as a result of the unavailability of the Service, the unavailability of cash in the QR Cash ATM and/or the unavailability of a QR Cash ATM near you;

        (iii) if your withdrawal *account* is closed, frozen, or inaccessible for any reason; or

        (iv) if you are unable to log in SC Mobile to use the Service because you incorrectly keyed in or forgot your *mobile banking* user ID or login password, or keyed in an invalid SC Mobile Key, or otherwise.

    (c) You shall indemnify us and keep us indemnified against any consequences, claims, proceedings, loses, damages or expenses (including all legal costs on an indemnity basis) which are of reasonable amount whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or misconduct on the part of us) that may arise to be reasonably incurred by us in providing the Service to you arising out of or in connection with any improper use of the Service.

    (d) The Bank reserves the right to amend, add or delete at any time these terms and conditions by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material or advertisement, website display or electronic communications such as electronic mail. You acknowledge and agree that you shall observe and comply with any such amendment, addition and/or deletion when using Service.

    (e) These terms and conditions are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.

13. Meaning of words:

    (a) ***SC Mobile Key*** means a virtual *security token* which securely authenticates login and transactions without the need for one *time password* via *SMS*.

    (b) ***account*** means, for a *product*, the account opened and maintained by us for you in respect of it.

    (c) ***application*** means, for a product, a Standard Chartered Bank *application* form or a similar document signed or submitted by you together with all related forms and consents signed or agreed to by you in connection with your *application* for the *product* or your request to access the product through our *electronic banking services*.

    (d) ***ATM*** means automatic teller machine. It includes any machine or device which allows cash to be withdrawn from it and which may accept deposits of cash or cheques.

    (e) ***ATM card*** means the card or other device through which you may access an account by an *ATM*, together with the relevant *PIN/password*.

(f) ***authorised person*** means any person you authorise (either alone or collectively) and we approve to operate an *account* and to act on your behalf in giving instructions, to perform any other acts under our banking agreement or use any *product*. It includes a *cardholder* or any other person given a *security code* to allow them to give instructions.

(g) ***card*** means an *ATM card*, a *debit card*, a *credit card*, a *prepaid card* or a *revolving card* or all of them, as the context requires.

(h) ***cardholder*** means, for an *account*, each person to whom we issue a card on the *account*.

(i) ***card association*** means Visa International, Mastercard International or any other *card association*.

(j) ***credit card*** means a *credit card* with the branding of a *card association* issued by us on an *account* in accordance with *credit card product terms*.

(k) ***debit card*** means the *card* or other device issued by us to you, with which you may make payments by direct debit from an *account*. A *debit card* may also be an *ATM card*.

(l) ***electronic banking services*** means services provided by us which enables you or an *authorised person* to obtain information from us or give instructions to us through *electronic equipment*.

(m) ***electronic equipment*** means any *electronic equipment* including an electronic terminal (for example, a *merchant* terminal or *ATM*), computer, cash deposit machine, television, fax machine, telephone and mobile telephone.

(n) ***merchant*** means a merchant at whose outlets we have authorised the use of *cards*.

(o) ***mobile app*** means our mobile *application* installed on your mobile or communications device and through which you provide instructions to us and access *mobile banking*.

(p) ***mobile banking*** means the facility provided by us which allows you access to your *account(s)*, conduct transactions and subscribe to such other *products* and services as may be provided on your mobile or communications device via the *mobile app*.

(q) ***mobile phone number*** means the mobile phone number specified by you on our *ATM*, our website, through the call centre or in writing either through any form provided by us or for using our *electronic banking services*.

(r) ***One time password*** means a uniquely randomly generated one time password that is required to access certain facilities that are part of our *electronic banking services* which we will provide to you using your *mobile phone number* that has been registered with us or via *security token* or such other agreed method.

(s) ***PIN/password*** means the personal identification. It includes the Tele-electronic Identification Number (“TIN”) issued to you for use with telephone banking and other elements of the Service and/or the secret password you choose for the electronic banking service (or, in each case, any replacement secret password that you choose).

(t) ***prepaid card*** means a stored value reloadable card with a *card* logo issued to you by us.

(u) ***product*** means each facility, product or other service we may from time to time make available to you under the respective banking agreements that you have with us. It includes any component comprising the product including an *account*.

(v) ***product brochure*** means, for a *product*, a brochure or an important information document describing the features of the *product*. The brochure or document may not necessarily be called a ‘product brochure’.

(w) ***product terms*** means, for a *product*, the specific terms and conditions that apply to it, in addition to these Client Terms and General Account Terms. These are available to you at our branches and our website and may include a *product brochure*.

(x) ***revolving card*** means a card we issue in connection with a *revolving loan*.

(y) ***revolving loan*** means the outstanding principal amount of a loan made under Part B of the *product terms* for Personal Loan and Personal Line of Credit/ Overdraft.

(z) ***security code*** means all confidential codes, user names, user identification codes, *PIN/password, one time password* and information or a physical device (for example, an *ATM card*, a *debit card*, *credit card, security token* or electronic key) that you or an authorised person must use to confirm your or their identity when you or they access an *account* using our services including our *electronic banking services.*

(aa) ***security token*** means any security device issues and designated by us as a means of identifying you or providing you with security codes to use our *electronic banking services*.

(bb) ***SMS*** means a Short Message Service using a mobile telephone.

渣打QR Cash服務的條款及細則

1. 本條款及細則（「本條款」）適用於並規範您使用渣打銀行（香港）有限公司（「本行」或「我們」或「渣打」）提供之QR Cash服務（「本服務」）。透過您使用、登入及/或操作本服務，即表示您接納並同意本條款（它們可能會被不時修改）。如您不接納本條款，請勿連結或使用本服務。

2. 渣打QR Cash服務是一項讓您可以透過我們的*流動應用程式*—渣打流動理財—向本行提出提款指示的服務，並於無須*自動櫃員機卡*的情況下從自動櫃員機提取現金。

3. 本服務是本行提供的*電子理財服務*的一部分，因此：

   (a) 本條款是本行客戶條款或一般戶口條款和構成本行*銀行協議*一部分的任何其他文件的補充和必須一併閱讀（及任何關於客戶條款或一般戶口條款的條款及細則的參考，均應包括作為對本條款的參考）；客戶條款和一般戶口條款可以透過 https://www.sc.com/hk/zh/help/customer-terms-and-conditions/ 查閱；

   (b) *如此*列印的關鍵詞詞義及於本行銀行協議中使用的其他用語，已於本行的客戶條款和本條款中闡釋。本條款中所述適用於本服務的一些新增關鍵詞，亦已於本條款中解釋；及

   (c) 如本條款及客戶條款和一般戶口條款有任何衝突或不一致之處，在此等衝突或不一致的範圍內，概以本條款為準。

4. 您確認並同意，為了使用本服務：

   (a) 您必須是本行*流動理財*服務的有效用戶；

   (b) 您必須在具有相機功能的流動裝置上安裝渣打流動理財；及

   (c) 您必須啓動流動裝置上的 SC Mobile Key，以能控制與流動裝置的連結使用。

5. 要使用本服務：

   (a) 您必須**登入**渣打流動理財，選擇「QR Cash」和接納本條款並向本行提出提款指示（「提款指示」）。您可以從您於本行持有的任何*賬戶*中提取港幣或人民幣現金（不論這些賬戶是由您個人或聯名持有），包括儲蓄*賬戶*、往來*賬戶*、*信用卡賬戶*和綜合存款戶口（IDA）。您透過本服務提款的*戶口*類型可能存在限制。如有任何爭議，本行對您可透過本服務提款的*戶口*類型，保留唯一及最終決定權。提取的現金必須與提款*賬戶*的貨幣相同。

   (b) 您必須於位於香港的任何支援無卡提款交易（「QR Cash 自動櫃員機」）的渣打*自動櫃員機*或「銀通」*自動櫃員機*，選擇「無卡提款」交易。 QR Cash自動櫃員機將顯示快速響應矩陣圖碼（「QR碼」），您必須使用流動裝置上已安裝的渣打流動理財**掃描QR碼**，以根據提款指示提取指定的金額。

   (c) 由使用渣打流動理財成功設定提款指示的時間起計，每項提款指示的有效期為**60分鐘**（「有效期」）。如您未能於有效期內按照上述第5(b)條款提款，則提款指示將會到期並自動取消，本行將不會繼續按照提款指示行事。

   (d) 您必須**確保**提款*戶口***有可用並足夠的資金**；否則，本行將不會按照提款指示行事，QR Cash自動櫃員有機會拒絕該等交易。

(e) 您可以在提款前及提款指令的有效期內透過渣打流動理財**更改或取消**提款指示。如果您根據本條款第5(e)更改了提款指示，則有效期將從提款指示成功更改的時間起延長60分鐘。

6. 您可以選擇直接在任何*自動提款機*提款而無須使用本服務。

7. 您明白必須並同意保護您的流動裝置，及應對所有使用您的流動裝置連結及使用本服務（無論是否經過您的授權）的行為負上責任。

8. 本行有權擬定或修改本服務的任何每日累計提款限額的最低或最高金額。這已在本行的QR Cash常見問題中列出，而本行可能會定期進行修訂。有關詳情，請參閱 https://www.sc.com/hk/zh/bank-with-us/app-sc-mobile/qrcash。

9. 渣打自動櫃員機或「銀通」*自動櫃員機*可能對每次從*自動櫃員機*提取現金有不同的最高及最低交易限額(「交易限額」)。如提款指示超過交易限額，本行將不會按照提款指示行事，QR Cash自動櫃員有機會拒絕該等交易。

10. 本行可以隨時以任何理由暫停或終止您連結及/或使用本服務，或減少或拒絕任何提款指示，恕不另行通知。

11. 要享用「自動櫃員機定位」的某些功能，您必須根據流動裝置的設定開啟相關功能（例如定位服務）。如您不選擇這些功能，您將無法使用「自動櫃員機定位」的某些功能。

12. 此外，在不減去客戶條款和一般戶口條款中的免責聲明和責任豁免之情況下：

    (a) 本行不代表或保證本服務，或本行可能不時提供的任何電子設備、軟件、基礎設施或其他*電子銀行服務*的功能，可以隨時連結使用。

    (b) 除法律禁止本行排除或限制本行的責任，否則本行對您的任何*損失*均不承擔責任：

        i. 關於使用或試圖使用本服務，或您的指示，或透過本服務或與本服務有關的任何未經授權的交易；

        ii. 因無法提供本服務、QR Cash自動櫃員機缺乏現金及/或您附近沒有QR Cash自動櫃員機，而導致任何QR Cash自動櫃員機的任何延遲或任何不成功的提款；

        iii. 如您的提款*戶口*因任何原因被關閉、凍結或無法登入；或

        iv. 如因您錯誤輸入或忘記了您的*流動理財*用戶名稱或登入*密碼*，或者輸入了無效的 SC Mobile Key或其原因，而無法登入渣打流動理財使用本服務。

    (c) 您應賠償及免除本行因任何原因（因本行疏忽及不當行為所引致的直接損失及損害除外），可能因本行為您提供本服務合理地招致與本服務相關或之外的不當使用行為，所導致任何後果、索償、訴訟、損失、損害或費用（包括賠償之所有法律費用）的合理金額之賠償。

    (d) 本行保留隨時向您發出合理的事先通知而修訂、增加或刪除本條款及細則的權利，而該通知可採用本行認為合適之方式及通訊方式作出，包括但不限於使用信件、廣告、網站通知或電郵等電子通訊。您確認並同意在使用本服務時您應注意並遵守任何此類修改、添加及/或刪除。

    (e) 本條款及細則備有英文和中文兩個版本。如兩版本之間存在任何歧異，皆以英文版本為準。

13. 詞義：

    a. ***SC Mobile Key***是指一種虛擬的*流動保安編碼器*，可以安全地驗證登入和交易，而毋須透過*短訊*獲取*一次有效密碼*。

    b. ***戶口***（就某項產品而言）指本行為閣下開立及維持的*戶口*。

    c. ***申請***（就某項產品而言）指經閣下簽署或提交的渣打銀行申請表及所有相關表格或類似文件，以及閣下就*申請*該產品或*申請*透過本行的*電子理財服務*連繫相關*產品*而簽署的同意書。

    d. ***ATM*** 指自動櫃員機。其包括容許提取現金及接受現金或支票存款的任何機器或裝置。

e. ***提款卡*** 指閣下通過*自動櫃員機*操作戶口時與有關*私人密碼/密碼*一併使用的卡產品或其他裝置。

f. ***授權人士*** 指閣下授權(單獨或共同)而本行批准可操作*戶口*及代表閣下發出指示、根據本行銀行協議採取任何其他行動或使用任何產品的任何人士，包括*持卡人*或獲發*保安密碼*以便其發出指示的任何其他人士。

g. ***卡產品*** 指*提款卡*、*借記卡*、*信用卡*或*循環貸款卡*，或其統稱，視乎文義而定。

h. ***持卡人***(就某個*戶口*而言)指本行就該*戶口*向其發出*卡產品*的各名人士。

i. ***信用卡協會*** 指 Visa International、MasterCard International 或任何其他*信用卡協會*。

j. ***信用卡*** 指本行根據*信用卡產品條款*向閣下或*授權人士*發出的附有*信用卡協會*標誌的*信用卡*，包括*智能信用卡*。

k. ***借記卡*** 指本行發給閣下的卡產品或其他裝置，可供閣下用於付款，直接從*賬戶*扣賬。*借記卡*也可以是*提款卡*。

l. ***電子理財服務*** 指本行提供的服務，讓閣下或*授權人士*通過*電子設備*從本行取得資料或向本行發出指示。

m. ***電子設備*** 指包括電子終端機(例如商戶終端機或自動櫃員機)、電腦、現金存款機、電視機、傳真機、電話及手提電話在內的任何*電子設備*。

n. ***商戶*** 指本行授權其店鋪使用卡*產品*的*商戶*。

o. ***流動應用程式*** 指閣下手提電話或通訊裝置中安裝且閣下藉其向本行發出指示及連繫*流動電話銀行服務*的本行*流動應用程式*。

p. ***流動電話銀行服務*** 指本行為閣下取用閣下*戶口*、進行交易及訂購透過*流動應用程式*，在閣下手提電話或通訊裝置上，可能提供的相關其他*產品*與服務而提供的設備。

q. ***手提電話號碼*** 指閣下在本行自動櫃員機及本行網站上透過電話熱線或本行提供的任何表格或就使用本行*電子理財服務*而書面指定的*手提電話號碼*。

r. ***單次密碼*** 指隨機產生的一次性獨有密碼，以連繫本行*電子理財服務*內的若干設施，本行將使用閣下在本行登記的*手提電話號碼*或透過編碼器或雙方同意的方法提供單次*密碼*。

s. ***私人密碼/密碼*** 個人鑑別密碼。其包括為使用電話銀行及該服務其他元件而向閣下發佈的電子理財私人密碼(「TIN」)及/或閣下為*電子理財服務*自選的密碼(或者閣下在上述每種情況下自選的任何替代密碼)。

t. ***預付卡*** 指本行向閣下發出的附有卡產品標誌的可增值儲值卡。

u. ***產品*** 指本行不時根據閣下與本行訂立的相關銀行協議向閣下提供的各項設施、產品或其他服務。其包括*產品*的組成部分(包括*戶口*)。

v. ***產品手冊***(就某項*產品*而言)指說明該*產品*特點的手冊或重要資料文件。該手冊或文件未必稱為「*產品手冊*」。

w. ***產品條款***(就某項*產品*而言)指除本客戶條款外適用於該*產品*的特定條款及細則，可於本行分行及本行網址索取，亦可能載於*產品*手冊。

x. ***循環貸款卡*** 指本行就*循環貸款*發出的*卡產品*。

y. ***循環貸款*** 指根據私人貸款、私人透支服務/透支服務的*產品條款*B部所作貸款的未償還本金結餘。

z. ***保安密碼*** 指閣下或*授權人士*使用本行服務(包括本行的*電子理財服務*)操作*戶口*時確定身分所必須的所 有密碼、用戶名稱、用戶個人鑑別碼、*私人密碼/密碼*、一次性密碼及資訊或實體裝置(例如提款卡、*借記卡*、*信用卡*、*保安編碼器*或電子鑰)。

aa. ***保安編碼器*** 指本行為識別閣下身份或向閣下提供使用本行*電子理財服務*的保安密碼而指定的任何安全裝置。

bb. ***短訊*** 指手提電話使用的短訊服務。