

恒生 HSBCnet“批量付款”服务申请表
Hang Seng HSBCnet ACH Credit Services Application Form

致：恒生银行（中国）有限公司(以下简称“贵行”)

To: Hang Seng Bank (China) Limited (the “Bank”)

日期

Date: _____

_____/分/支行Branch/Sub-Branch

注意：请用**正楷**填写，并在适当的地方打勾。

Note: Please complete in **Block Letters** and tick where applicable.

本公司在贵行开有商业往来账户，拟采用贵行的恒生 HSBCnet“批量付款”服务，资料如下：

We hold a business current account with the Bank and wish to use the Bank's Hang Seng HSBCnet ACH Credit services with details listed below:

I. 公司资料 Company Details

客户名称 Customer Name	
客户号码 Customer No.	HSBCnet 客户号码 HSBCnet Customer ID
地址 Address	
联系人姓名 Contact Person Name	联系电话 Contact Telephone No.

II. 恒生 HSBCnet“批量付款”指令详情（请在适当的地方打勾（√））

Hang Seng HSBCnet ACH Credit Instruction Details (Please tick (√) where applicable)

账户号码* Account No.*	交易类型 Transaction Type	付款代码* Payment Set*	所需付款代码数量 Number of Payment Set Required
	☐ 薪金报酬（工资、津贴、佣金等） Payroll Service (e.g. Salary/Wage, Allowance, Commission)	P01, P02, P03, P04	☐ 1 ☐ 2 ☐ 3 ☐ 4
	☐ 奖金 Bonus	B01, B02, B03, B04	☐ 1 ☐ 2 ☐ 3 ☐ 4
	☐ 若为其他交易类型，请指定 _____ If other transaction type, please specify _____	M01, M02, M03, M04	☐ 1 ☐ 2 ☐ 3 ☐ 4
☐ 确认本公司指定以上人民币结算账户用于向本公司员工发放工资、养老金、社保、公积金、津（补）贴、退休金等其他薪金报酬。 We hereby confirm we designate the foregoing RMB settlement account for payment of salaries, pensions, social insurances, common reserve funds, allowances, retirement pensions, allowances and other payroll items to our staffs.			

*备注 Note:

1 若日后有任何信息更新本公司将及时通知贵行。

I/We will inform the bank should there is any changes afterwards.

2 若在贵行合理认为的一段足够长期的时间内，付款代码未经使用，贵行可将该付款代码取消而无须通知客户。

If the Payment Set is not used for a period which the Bank reasonably deems long enough, the Bank may terminate the Payment Set without notice to the Customer.

3 如果每批大于 2000 笔，请提前通知本行。

Please inform Bank if the volume exceeds 2000/batch.

III. 条款及条件 Terms and Conditions

1. 本公司理解，本申请表所提及的服务需要通过恒生 HSBCnet 输入相关的批量付款指令，因此本申请表所申请的服务应当以本公司和贵行之间有效的恒生 HSBCnet 服务安排为先决条件，同时本条款及条件从属于本公司就使用贵行的恒生 HSBCnet 服务而订立或将订立的任何其他文件中所载条款及条件的规定，本条款及条件未予提及之内容，应根据恒生 HSBCnet 服务适用条款及条件的规定执行。 We understand that Hang Seng HSBCnet ACH Credit Instructions in respect of the service referred to herein are required to be inputted
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via Hang Seng HSBCnet. Therefore, it shall be a precedent condition to the service applied hereunder that there is a valid Hang Seng HSBCnet service arrangement between us and the Bank. The terms and conditions herein are subject to any terms and conditions contained in any other documents which we have entered into or will be entering into regarding the Bank's Hang Seng HSBCnet service. Matters not covered herein shall be handled according to the terms and conditions applicable to Hang Seng HSBCnet service.

2. 本公司对任何由本公司输入或安排输入的指令的准确性及完整性负全部责任，本公司理解，相关系统将自动执行本公司根据本表申请并通过恒生 HSBCnet 所输入的批量指令，贵行不可能也无须核查相关指令是否准确及完整，从而也无须就此承担任何责任。We are solely responsible for the accuracy and completeness of any instruction inputted or arranged by us to be inputted. We understand that relevant system will automatically execute the ACH credit instruction applied by us hereunder and inputted via Hang Seng HSBCnet and that the Bank is unlikely, and is not obliged, to check or verify whether such instructions are accurate and complete, and thus the Bank will accept no responsibility or liability in respect thereof.

3. 本公司同意，一项完整的批量付款指令由多个付款请求（贷记指示）合并构成，付款金额应从本公司指定账户合并扣款，不得分割执行。除非双方另有约定，贵行将在执行每一项批量付款指令前或至少同时扣收贵行就该等服务收取的相关费用。本公司应当保证在本公司账户中保留足够多可供扣划的余额，包括应与该指令同时扣收的相关银行费用（见以下第 6 条的规定）。**如果本公司账户余额不足，将导致相关批量付款指令（包括其中所包含的所有付款请求）全部无法执行，对于因此导致的任何损失，应由本公司承担，贵行不对此承担任何责任。因本公司扣款账户资金全部或者部分被有权机关查封或者冻结而造成任何批量付款指令无法执行的，贵行不承担任何责任。贵行根据法律或与本公司订立的任何合同而对本公司账户及其余额所享有的任何抵销权、扣款权和其他权利，优先于本公司在本申请表项下所享有的任何权利，本公司特此确认，贵行有权在相关优先权利首先得到满足之后，执行相关的本公司指令。**

We agree that a complete ACH credit instruction is comprised of more than one payment instructions (credit instructions) and monies in respect thereof shall be jointly deducted from our designated account and shall not be executed separately. Unless otherwise agreed by both parties, the relevant fees charged by the Bank shall be collected and deducted prior to or at least at the same time of executing each ACH credit instruction. We shall ensure that it maintains in its account sufficient balance available to make such deductions, including relevant banking charges which shall be collected and deducted at the same time of executing that instruction (see paragraph 6 for details).

If there is insufficient balance in our account(s), the relevant ACH credit instruction (including all payment requests contained therein) will be entirely unable to be executed and any loss caused thereby shall be assumed by us. The Bank will not be liable for any such losses. The Bank will not be liable for its inability to execute any ACH credit instruction as a result of all or part of the funds in our Account(s) being seized or frozen by competent authorities. Any set-off, deduction or other right to which the Bank is entitled in respect of our Account(s) and the balance thereof pursuant to law or any agreement entered into between the Bank and us, take priority over any of our rights under this Application Form. We hereby confirm that the Bank has the right to execute relevant instructions of us after such priority right of the Bank has firstly been exercised.

4. 本公司同意，将在付款指令解付日的截止时间之前（或银行不时向客户通知的其他时间段）递交付款指令，从而贵行可在指定的解付日执行相关指令。**但是对于因本公司延迟输入指令，或者因本公司输入的指令不清晰或者不完整导致无法执行相关指令，或者本公司没有在贵行为恒生 HSBCnet 服务不时规定的每天营业时间终了前提交相关指令，或者因任何第三方的行为或者过错（比如政府当局的行为、监管当局的行为、电信或电力运营商的故障、支付系统的故障、任何其他第三方的行为或者过错）导致贵行无法及时或者准确执行本公司的批量付款指令，或者因不可抗力导致的本公司的任何损失、损害、成本、或者任何间接损失、损害或成本，贵行不承担任何责任。**如果指定的解付日不是银行营业日，则应在下一个银行营业日解付。银行营业日指贵行于营业所在地开门营业的一天，但不包括周六、周日或任何的法定节假日。

We agree that we shall submit ACH credit instruction before cutoff time (or such other time period as may be notified by the Bank to the Customer from time to time) on the specified value date to the Bank for processing, so that the Bank could execute the relevant instruction on the specified value date. **However, the Bank will not be liable for its inability to execute relevant instruction as a result of our delay in inputting the instruction or the instruction inputted by us being unclear or incomplete, or for inability to execute our ACH credit instruction in a timely or accurate manner as a result of our failure to submit relevant instructions by the end of the daily business hours specified by the Bank for Hang Seng HSBCnet service or as a result of acts or fault of any third party (e.g. acts of governmental authorities, acts of regulatory authorities, malfunction of telecommunication or power operators, payment system errors, acts or faults of any other third parties), nor shall the Bank be liable for any loss, damage, cost or consequential loss, damage or cost suffered or incurred by us as a result of force majeure.** If the specified value date is not a banking day, the instruction shall be executed on the following banking day. A banking day means a day on which the Bank is open for business in the place where the Bank operates, excluding Saturdays, Sundays and public and public holidays.

5. 所有付款须遵守任何不时适用的法律、法规、监管要求及限制。本公司应在付款用途栏或备注栏注明付款目的，如未注明，该笔付款指令将被贵行拒绝执行。本公司应当对支付款项事由的真实性和合法性负责。

All payments shall comply with any laws, regulations, regulatory measures and restrictions which may be applicable from time to time. We are obliged to provide the payment purpose in the Payment Details field of each ACH credit instruction. If we have not explained the payment purpose, the Bank shall not execute the specific ACH credit instruction. We shall be responsible and liable for the authenticity and legality of the explanations in payment instructions.

6. 贵行有权根据贵行不时公示的服务费率就批量付款服务（包括失败 / 被拒绝的交易）向本公司收取费用，该等费用将由贵行在执

行批量付款指令的同时从本公司账户中扣除。
The Bank shall charge us for the ACH Credit Service, including failed/rejected transaction, according to the tariff published by the Bank from time to time. The charges will be deducted from our Account(s) in the meantime of the Bank’s executing the batch payment instructions.

7. **本公司与贵行之间就恒生 HSBCnet 所达成的服务安排失效或者终止，或者本公司在申请表中所指定的账户销户，本申请表项下的服务自动终止。**其他情况下，任何一方都可以提前 30 天以书面方式通知另一方提前终止本申请表项下的服务。若一方严重违反本条款及条件或根据任何适用的司法管辖区域的法律成为破产或资不抵债，则另一方可以书面通知对方立即终止本申请表项下的服务。本申请表项下的服务的终止不影响任何一方在本申请表项下的服务终止前产生的权利和救济，也不影响旨在相关服务终止后继续适用的条件和条款的约定。

When the service arrangement between us and the Bank in respect of Hang Seng HSBCnet ceases to be in force or terminates, or the account designated by us in the Application Form is cancelled, the service hereunder shall be terminated automatically. In other cases, either party may terminate the service under this Application Form by thirty (30) calendar days’ prior written notice to the other party. Either party may also terminate the service under this Application Form with immediate effect by written notice to the other, if the other party commits a material breach of these terms and conditions or becomes bankrupt or insolvent under the laws of any applicable jurisdiction. Termination of the service under this Application Form will not affect the rights and remedies of either party accrued prior to the date of termination nor will it affect any provision of the terms and conditions which are intended to survive after the termination of the relevant service.

本条款及条件英文本仅供参考，中英文如有歧义，应当以中文本为准。
The English version of these terms and conditions is for reference only. In the event of any discrepancy between the Chinese version and the English version, the Chinese version shall prevail.

S.V

签名 Authorised Signatory(ies) 姓名（请用正楷填写）Name(s) (in Block Letters)

银行专用 For Bank Use

	Related Maintenance	HUB Screen	Payment Set Assigned	Input Staff Initial	Authorised Signature
1	Basic Account Maintenance	OM514			
2	Payment Set Maintenance	P11			