

To: The Hongkong and Shanghai Banking Corporation Limited
 Service Delivery - Payments and Clearing Services (Autopay)
 20 Pasir Panjang Road
 #11-21 Mapletree Business City
 Singapore 117439

APPLICATION TO USE AUTOPAY SERVICES ON HSBCNET

Autopay Out Autopay In

1. Company Particulars

Full Name		
Address		Postal Code ()
Account Number		

2. Autopay Payment Set Code Required and Description

APS Out	Payment Set Code Description / Batch Reference	APS In	Payment Set Code Description / Batch Reference
E01		E51	
E02		E52	
E03		E53	
E04		E54	
E05		E55	
E06		E56	
E07		E57	
E08		E58	
E09		E59	
E10		E60	

3. Estimated Salary Payment Amounts : Payment Set Code / Amount

4. Contact Person(s)

Name	Designation	Telephone Number and Extension
a.		
b.		

5. We understand that Value Date is the day the Bank processes our company's payment/collection instructions and is not equal to the date funds are available for drawing. For payment/collection, if Value Date falls on a holiday, the Bank will process our company's payment/collection instructions on the working day after the holiday.

6. We have been furnished with a copy of the Terms and Conditions governing the use of Autopay Service, and having read and understood them, agree to be bound by them and such amendment thereto as the Bank may from time to time impose. We warrant that we have the power and authority to sign and deliver this application form.

Signed by _____ on _____ for and on
 # (Authorised Signatories) (Date)

behalf of _____
 (Name of Company & Stamp, if applicable)

For Bank Use Only	
Special signing instructions as per	dated
Charges	
Date Account Loaded	Autopay Limit \$
Signature Card	First Party Maintenance
Amendments	Name & Address Maintenance
	Special Instructions
OIC Init.	
Data Input By	Authorised Signature



TERMS AND CONDITIONS GOVERNING USE OF AUTOPAY SERVICES

1. Definition of Terms

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires:-

- "Bank" means The Hongkong and Shanghai Banking Corporation Limited
"Customer" means the party who signs this Agreement with the Bank
"Customer Instructions" means any request or instruction received by the Bank relating to autopay services made available by the Bank to the Customer whether it is in the form of physical list, magnetic tape, diskette or electronic transmission and whether such physical list, magnetic tape, diskette or electronic transmission is authenticated or not.
"Services" means the autopay services provided by the Bank.

2. Validity

- 2.1 The Services shall only become available after the Bank has notified the Customer in writing of its acceptance of its application.

3. Scale of Charges

- 3.1 The Customer shall pay the Bank's scale of charges for the provision of the Services as advised to the Customer. The Bank shall be entitled to vary such charges from time to time either by notice to that effect available for inspection at the Bank's branches in Singapore or by giving thirty (30) days' notice of such variation to the Customer.
3.2 The Bank may debit the Customer's account(s) for any charges levied for the Services from time to time.

4. Liabilities

- 4.1 The liability of the Bank to the Customer for damages arising from any cause whatsoever and regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, shall not exceed a total of the immediately preceding three month's payment of the Bank's scale of charges by the Customer to the Bank for the use of the Services.
4.2 In no event will the Bank be liable for any indirect or consequential damages, including but not limited to loss of profit, or for any claim made on the Customer by any other party, even though the Bank may have been notified of such damages or claims.
4.3 The Customer shall hold the Bank harmless and keep the Bank indemnified against all actions, proceedings, claims and demands whatsoever which may be brought or made against the Bank by whosoever or liability, damages or losses which may be suffered or incurred by the Bank howsoever arising out of or in connection with the Bank accepting and acting upon the Customer Instructions and the payments made thereto and from all costs and expenses of whatsoever kind in connection therewith. The Bank shall not be liable for any damages, losses, costs and expenses whatsoever which may be suffered or incurred by the Customer howsoever arising out of or in connection with the Bank accepting and acting upon such claims at the Customer's request.
4.4 The customer shall hold the Bank harmless and keep the Bank indemnified against all actions, proceedings, claims and demands or losses which may be suffered or incurred by the Bank howsoever arising out of or in connection with the Bank accepting and acting upon the requests of the Customer to recall any payments made pursuant to the Customer Instructions and from all costs (including legal costs on an indemnity basis) and expenses of whatsoever kind in connection therewith. The Bank shall not be liable for any damages, losses, costs, and expenses whatsoever which may be suffered or incurred by the Customer howsoever arising out of or in connection with the Bank accepting and acting upon such Customer's requests.
4.5 The Bank, its employees, officers and agents shall not be liable for any damages, losses, costs and expenses whatsoever suffered or incurred by the Customer as a result of the Bank accepting and acting upon the Customer Instructions or requests.
4.6 Under no circumstances shall the Bank, its employees, officers and agents be liable to the Customer (whether in contract, tort, including negligence, strict liability or otherwise) for any indirect or consequential loss (whether foreseeable by the Bank or not) arising out of or related to the Customer's use of the Services or any requests of the Customer made in connection therewith.

4.7 The Customer agrees that the Bank, its employees, officers and agents shall not be liable to the Customer for any failure, delay or error in carrying out any Customer Instructions which is attributable (whether wholly or partially) to any cause beyond the Bank's control including but not limited to any electrical or power failure, flood, fire or malfunction or failure of any computer, machine, data processing system or transmission link.

5. Customer Instructions

5.1 The Bank shall be entitled but not obliged to accept Customer Instructions as instructions which have been properly authorised by the Customer, notwithstanding that such instructions may contain errors or omissions or conflict, or may conflict, with or are inconsistent with any other instructions received under any other mandate given by the Customer to the Bank relating to any of the Customer's accounts. The Bank shall be under no obligation to investigate or verify the correctness, accuracy or completeness of the Customer Instructions.

5.2 The Customer hereby undertakes to accept full responsibility for all Customer Instructions and any errors or omissions contained therein.

5.3 The Bank shall not be responsible for any failure in carrying out any Customer Instructions which are not received by the Bank.

5.4 All requests to recall any payments to be made pursuant to the Customer instructions shall be deemed to have received by the Bank on the next working day if received at or after 1:00pm on a Monday to Friday or if received at any time on a Saturday, Sunday or public holiday.

6. Limitation

6.1 No claim relating to or arising from any matter whatsoever under this Agreement shall be made by the Customer unless written notice of such claim (specifying in detail with evidence the matters which are relied on) shall have been given to the Bank within the period of three months from the date of alleged incident in respect of which damages are claimed.

7. Disclosure

7.1 The Customer authorises the Bank to provide third parties with such information relating to the Customer and the Customer's account(s) as may, in the Bank's opinion, be necessary or expedient in order to give effect to the Customer Instructions or in order to comply with any law, regulation or directive (whether or not having the force of law) or the order of any court, government agency or lawful authority in any jurisdiction.

8. Termination

8.1 Either party may terminate this Agreement on thirty (30) days' notice to the other provided the Bank shall be entitled to terminate this Agreement forthwith without notice upon the occurrence of any of the following events:-

- a) a breach of the Agreement by the Customer; or
- b) upon closure of the Customer's account with the Bank; or
- c) in the event of liquidation or bankruptcy of the Customer or the appointment of a receiver or judicial manager in respect of the Customer; or
- d) if the Customer engages in any conduct which the Bank considers to be prejudicial to its interests.

8.2 All charges for the provision of the Services up to the date of termination shall become immediately due and payable by the Customer to the Bank upon termination of the Agreement.

9. Notice

Subject to clause 5.3, every notice, request, demand or other communication under this Agreement shall:-

- a) be in writing delivered personally or by prepaid letter or telex transmission; and
- b) be deemed to have been received, subject as otherwise provided in this Agreement, in the case of a letter when delivered personally or 2 days after it has been put into the post, in the case of a telex; at the time of despatch with confirmed answer back of the addressee appearing at the beginning and end of the transmission.

10. Variation

10.1 This Agreement is additional to and not in substitution, for any other agreement(s) between the parties and/or mandate relating to the conduct of the Customer's account(s) with the Bank.

10.2 The Bank reserves the right to add to, alter, vary and modify all or any of these terms and conditions at any time on written notice to the Customer.

11. Applicable Law

11.1 This agreement is governed by and shall be construed in accordance with the laws of Singapore. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.