



## Terms and Conditions

1. The Customer agrees that in connection with National Australia Bank Limited ("NAB")'s provision of services to the Customer in relation to the application for overseas funds transfer or remittance by RTGS/CHATS contained herein (as the case may be) ("Application") (including, without limitation, the transfer of funds on the Customer's behalf) ("the Services"), one or more of NAB's branches and other financial services providers ("Other Banks") may be involved. Those branches and Other Banks may in each case be local or overseas and the Other Banks may or may not be appointed by NAB. Further, if NAB appoints a preferred Other Bank to provide the Services, it may receive a commission from them for doing so.
2. The Customer agrees that, to the maximum extent permitted by applicable law, the involvement of those branches or Other Banks in connection with the Services is entirely at the risk of the Customer and that NAB is not liable for loss of any kind arising in connection with the involvement of any branch or Other Bank or their acts or omission whether or not the Other Bank is appointed by NAB, where NAB has acted in good faith.
3. Transfer of funds will normally be received within 24 hours by the Other Bank, subject to practical circumstances of transmission and geographical location of the Other Bank. If that Other Bank is not the beneficiary's it may take any normal length of time to on forward funds to the beneficiary bank. To the maximum extent permitted by applicable law, NAB will not responsible for any delays or failure in transmission or payment howsoever caused and accepts no liability for any loss of any kind whatsoever (including any consequential loss and expenses) thereby resulting.
4. The majority of Other Banks levy other processing charges, which vary between banks/countries. If no instruction is specified by the Customer, NAB will request the Other Bank to deduct these charges from the funds transmitted. If these charges are deducted from the transmitted funds this will result in the beneficiary receiving a lesser amount than transmitted. If they are not deducted, the beneficiary will receive the full amount and the Other Bank will charge NAB. In this case the Customer must reimburse NAB all charges paid by NAB to the Other Bank in relation to the Application and NAB is authorised to charge such amount to any of the Customer's accounts.
5. If an incorrect account number is quoted, Other Banks in some countries will credit that account (if a valid number) notwithstanding that it is not in the name of the stipulated beneficiary, without any responsibility on their part. Further, some banks will not separately advise the beneficiary when requested to do so of a credit to their account. NAB will not be responsible for such actions or omissions.
6. Any Services NAB provides to the Customer may be affected directly or indirectly by:
  - (a) laws including, without limitation, any subordinate instrument; and
  - (b) the acts, codes (e.g. the Code of Banking issued by the Hong Kong Association of Banks), practices and policies of local or foreign governments and their instrumentalities (a "Regulatory Authority") whether or not having the force of law, and with which it is the custom or practice of a reasonable and prudent banker to comply.

("Regulations")
7. Regulations may be those of any place where NAB or any Other Bank operates, or with which the Services have some direct or indirect connection, or to which or from which a payment or instruction is made or received or in which some other thing is done, or may be the Regulations or applicable to the currency of any payment. Regulations include, but are not limited to, those which affect, restrict, prohibit or otherwise render unlawful transactions, payments or dealings with assets, any person, group or entity which may or may not include those having a connection with certain countries, areas, individuals, groups, bodies, entities, materials, items, substances, political or religious system, beliefs or convictions. The Services may be interrupted, prevented, delayed or otherwise adversely affected, either in whole or in part, by reason of a Regulation including, but not limited to, where NAB considers in good faith, or any Other Bank considers, or a Regulatory Authority asserts, that a Regulation does apply (each an "Adverse Effect"). It is entirely the Customer's risk if any Adverse Effect occurs. NAB may, but has no obligation to, contest any act of any Regulatory Authority.
8. To the maximum extent permitted by applicable law, NAB is not, and any Other Banks are not, liable for any loss of any kind arising directly or indirectly from or in connection with any Service including, without limitation, any Adverse Effect, whether or not NAB, or any Other Bank, is negligent or in breach of any duty to the Customer or to any other person.
9. To the maximum extent permitted by applicable law, NAB's liability for loss of any kind which cannot be excluded by reason of applicable law is limited to the cost of having the Services supplied again.
10. Telegraphic transfers must be paid for in clear funds. NAB will not carry out the Customer's instructions unless clear funds are presented.

### Privacy Declaration

11. Remittance messages may, for the purpose of complying with any Regulations, contain personal data and/or information of the Customer such as address, date of birth, and the number of the identification document held by the Customer. Such personal data and/or information will be seen or accessed by Other Banks and the beneficiary and to the extent required or permitted by Regulations may be made available, disclosed, and transferred to the other parties or appropriate organisations or authorities whether located in or outside Hong Kong. NAB may send any message relating to, or comprising, a telegraphic transfer in explicit language, code, or cipher and is not liable for errors, neglect or default of any Other Bank. The Customer understands and accepts that these terms and conditions are subject to the terms and conditions contained in "Privacy Policy & Notification for Customers dealing with our Asian branches".

**Further Conditions**

12. NAB reserves the right to draw an outward remittance on a different place from that specified by the Customer if operational circumstances so require.
13. The Customer understands and accepts NAB's fees and charges as set out in our "Guide to Fees and Charges" in relation to the relevant service(s) that NAB provides to the Customer. NAB reserves the right to revise all fees and charges from time to time with prior notice to the Customer in accordance with applicable codes of practice or Regulations.
14. Any request for amendment or cancellation has to be made by the Customer, and refunds can only be made by NAB upon receipt of the Other Bank's confirmation of cancellation and in the original currency of the telegraphic transfer or at NAB's current buying rate for the currency of the remittance at the time of refund. NAB is entitled to reimbursement from the Customer of the expenses so incurred by itself, its correspondents or agents and Other Banks. All charges and commission collected are not refundable.
15. NAB will only provide Services or accept instructions insofar as it is (in NAB's reasonable opinion) practicable and reasonable to do so, having regard to its regular business practice and procedure. NAB may, in its sole discretion without having to state the grounds for such refusal and without any liability, refuse to act upon any instructions as NAB thinks appropriate. NAB reserves the right to prescribe any conditions subject to which it provides any Services or accepts any instruction to ensure its compliance with any Regulations. NAB reserves the right NOT to effect any telegraphic transfer as instructed by the Customer if the Customer has not provided NAB with sufficient details and information to enable NAB to process such application.
16. NAB shall act in accordance with the Regulations in various jurisdictions, which relate to, amongst other things, the prevention of money laundering, terrorist financing, and the provision of financial and/or other services to any persons or entities which may be subject to sanctions. NAB may take any action (including but not limited to refraining from effecting a transaction or providing a Service, disclosure of the Customer's or the beneficiary's information, the suspension or closure of the Customer's account) which it, in its sole and absolute discretion, considers appropriate to take in accordance with or to ensure compliance with all such Regulations. Such action may include, but is not limited to, the disclosure, interception, and/or investigation of any payment messages and other information or communication sent to or by the Customer or on the Customer's behalf via the systems of NAB or Other Bank and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.
17. Application received outside NAB's banking business hours or after the remittance currency cut-off time as determined by NAB will not be processed on the same day.
18. Application for same day value are subject to cut-off times related to the geographical location of the destination.
19. Unless a firm exchange rate has been agreed, NAB will effect the transfer on the basis of a provisional exchange rate which shall be adjusted when the actual exchange rate is ascertained. Any difference arising from the provisional rate being more or less than the actual rate shall be debited or credited (as the case may be) to the Customer's account.

**"Relevant Date" Currency Table (For reference only)**

Currency (Relevant Date: Today)	Currency (Relevant Date: Next Working Day)
CAD	JPY
EUR	CHF
GBP	SGD
HKD	NZD
USD	
AUD	

"Relevant Date" is the date that the money will usually reach its destination if the application is submitted to our branches before the cut-off time as specified from time to time unless there is special arrangement that the date will be different. Please contact our staff for details.

"Outward Telegraphic Transfer" is a payment performed by SWIFT/Telex to an overseas party. Payment should be received within a few days depending on the currency, period, destination and the agent bank used. It is the fastest means of remitting funds to overseas. NABHK has an extensive network of correspondent banks and overseas branches to help its customers transfer money. NAB's customers can, therefore, send money in various currencies to most parts of the world.