



**重要通知**

本條款及細則會對您(們)產生法律義務及責任。本行強烈建議您(們)細心閱讀及了解本條款及細則，並於同意受本條款及細則約束前，尋求獨立之法律意見。

**銀行服務條款及細則**

**第一部份 銀行服務一般條文**

**1. 定義及解釋**

1.1 在本條款及細則中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：

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|---------|--|
| 「帳戶指令」  | 指規格由本行指定的公司、合夥、獨資、個人或聯名帳戶的開戶申請書、印鑑卡及所有其他關於給予銀行帳戶及/或銀行服務的開立、操作、保持或結清之指令。                                |
| 「開戶申請書」 | 指規格由本行不時指定之本行開戶的文件。  |
| 「協議」    | 指客戶與本行就關於銀行帳戶及銀行服務所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於帳戶指令、本條款及細則及客戶就銀行帳戶及銀行服務而授予本行的任何權限及簽署予本行的所有其他文件或任何上述一項。 |
| 「適用法律」  | 指不時適用於本條款及細則項下擬議的交易之任何相關司法管轄區、市場或監管機構之任何法律、規則、規例、指引、指令、通函、守則及披露要求。                                     |
| 「聯營公司」  | 指本行位於香港或其他地方的直接或間接的控股公司、附屬公司、關聯公司或其他分行。  |
| 「獲授權人士」 | 指為開立、操作、保持或結清銀行帳戶或使用銀行服務而由銀行帳戶持有人授權及由本行接納的人員。  |
| 「本行」    | 指華南商業銀行股份有限公司香港分行及其繼承人及受讓人。  |
| 「銀行帳戶」  | 指客戶現在或將來以客戶名義在本行開立的  |

任何一個或多個或全部的儲蓄存款帳戶、支票帳戶、定期存款帳戶、備償帳戶及任何其他性質類似的帳戶。

- 「銀行服務」 指本行提供或不時提供予客戶的關於銀行帳戶或任何其他性質類似的銀行帳戶及其他銀行服務，包括但不限於，匯款服務。
- 「營業日」 指香港銀行正常開門營業之日(不包括星期六及星期日)，亦不包括任何懸掛8號或以上之風球之日，或在早上9時到中午12時之間仍持續懸掛，且在中午12時或之前並未降低之日，或是懸掛黑色暴雨警報，或在早上9時到中午12時之間仍持續生效，且在中午12時或之前仍未取消之日。
- 「中國」 指中華人民共和國。
- 「客戶」 指本行提供銀行服務的每位客戶，及如文義允許，包括任何獲客戶授權向本行發出有關使用銀行服務的指示或要求的人士。
- 「業務代理」 指代表本行在香港或其他地方為客戶執行交易或提供服務的代理人，包括但不限於，代理銀行、託管人、附屬託管人、代名人、經紀或交易商。
- 「香港」 指中華人民共和國香港特別行政區。
- 「港幣」 指現時香港的合法貨幣。
- 「金管局」 指香港金融管理局。
- 「香港居民」 指以本條款及細則為目的，持有香港身份證的個人，不論其是否持有其他司法管轄區的居民或市民身份。
- 「非香港居民」 指以本條款及細則為目的，並非香港居民的個人。
- 「人民幣」 指中國現時的法定貨幣。
- 「人民銀行」 指中國人民銀行及其繼承人或受讓人。
- 「簽署要求」 指本行接納及不時修訂的有權開立、操作、保持及結清銀行帳戶及/或使用或終止銀行服務

的人士的簽署要求。

「美國公民」指美國證券條例(1933)第 S 規則所定義的人士，包括但不限於美國公民或居民；及任何根據美國法律或政治分支下成立或產生的合夥企業、有限公司或其他團體。

- 1.2 本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。
- 1.3 在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.4 除非另有說明，在本條款及細則中，凡提及條款、分條款及附表，即指本條款及細則內的條款、分條款及附表。
- 1.5 在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.7 在本條款及細則中所指的「本條款及細則」或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就本條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件。

## **2. 銀行服務**

- 2.1 本行根據本條款及細則及本行認為合適的程序向客戶提供一項或多項或全部的銀行服務。
- 2.2 銀行服務將於本行行使其絕對酌情權決定的營業時間內提供予客戶。
- 2.3 本行有權於任何時間全部或部份地撤回、取消或撤銷銀行服務。
- 2.4 在不影響上述條文的前提下，本行保留增加、修改、調整或縮減不時由本行提供予客戶的銀行服務範圍的權利。惟本行須就上述各項根據所有適用的法律、規則、規例、指引、通函及守則給予客戶適當的通知。

## **3. 指示**

- 3.1 客戶同意按照不時由客戶提供予本行的帳戶指令處理所有銀行帳戶及銀行服務事項的指示。

- 3.2 客戶授權及要求本行兌現及支付所有由客戶發出、簽署、承兌、背書或代客戶發出或須由客戶支付的支票、匯票、付款指令及承付票，不論銀行帳戶的結餘是貸方或借方，或因此而引起透支，但此條文並不損害本行拒絕允許客戶透支或客戶的透支超越不時訂明的透支額度。
- 3.3 客戶授權及要求本行兌現及支付任何提取任何銀行帳戶項下任何或所有款項的指示；並執行客戶關於交付、處理或處置不時因銀行帳戶而由本行管有的(不論是由於抵押、安全保管或其他方式而管有的)任何證券、契據、文書或其他財產的指示，包括保險箱及其盛載物的指示。
- 3.4 本行有權執行本行真誠地相信是來自客戶或客戶的授權人的任何的指示或指令。倘若認為有需要時，客戶需要簽署一份由本行指定的表格以確認口頭指示(倘若本行接受)。客戶給予本行的指示或指令一經發出，只有在本行同意的情況下才可以全部或部份地取消、撤回、更改或修改。
- 3.5 本行保留拒絕接受或執行客戶任何的指示而毋須作出任何解釋的權利。倘若指示被拒絕，本行將採取一切合理行動儘速通知客戶。但是，本行毋須為未能成功通知客戶而承擔任何責任。

#### **4. 獲授權人士**

- 4.1 倘若客戶委任獲授權人士，客戶需以書面通知本行及向本行提供本行要求的獲授權人士的詳細資料(不論是個人資料或其他資料)、簽字式樣及其他本行指定的資料。獲授權人士將根據簽署要求及簽字式樣，全權代表客戶開立(如獲本行同意)、操作、保持、結清(如獲本行同意)或處理所有其他與銀行帳戶及/或銀行服務相關的事宜，但下列事項除外：
- (i) 申請開立新帳戶或使用新的服務(另有規定者除外)；
  - (ii) 任何更改獲授權人士及/或簽署要求；
  - (iii) 申請或取消傳真授權；
  - (iv) 任何更改銀行帳戶持有人的通訊地址或聯絡號碼(公司客戶除外)；  
及
  - (v) 本行認為是需要由銀行帳戶持有人確認的其他事項。
- 4.2 除非本行與客戶另有書面協議，任何獲授權人士及/或簽字式樣及/或簽署要求的任何更改、增加或撤銷均不會視作生效，除非及直至本行已實際收到令本行滿意的關於上述更改、增加或撤銷事項的文件及/或書面授權及本行有合理的機會就上述各項作出回應。
- 4.3 除非本行與客戶另有書面協議，任何有效的關於獲授權人士及/或簽字式樣及/或簽署要求的更改、增加或撤銷均適用於所有銀行帳戶或銀行服務。

- 4.4 倘若任何一名或多名或所有銀行帳戶持有人或銀行服務使用者死亡，本行在有關人士死亡後及實際收到有關的書面通知前，根據獲授權人士或其中任何一位的要求、指示或指令所作出的任何作為、事情、契據或事項，將對銀行帳戶持有人或銀行服務使用者、其遺產及遺產代理人及透過銀行帳戶持有人或銀行服務使用者或其中任何人士進行申索的任何人等，於任何時候均具絕對及終局性約束力。
- 4.5 客戶同意於任何時候均會確認或追認由獲授權人士根據本條款及細則之條文作出的任何或所有行為、作為、契據、指令、命令或指示(倘若本行要求)，並且承認上述各項對客戶具絕對及終局性約束力。
- 4.6 如客戶去世，本行將依從客戶之合法遺產代理人之指示，持有客戶銀行帳戶之結存本息，以及持有客戶存於本行之各種證券、契據、箱子、包裹、當中物品以至各種財產；但如主管當局提出反對，則須先遵從主管當局之指示。另外，本行如對上述結存本息和各種財產具有留置權、抵押權、抵銷權、反索償等各種權利，即可繼續擁有上述結存本息和各種財產之權益。如有客戶之合法代表以外之其他人士提出索求，本行可為客戶遺產採取本行認為合適之有關措施和訴訟程序，費用由客戶遺產負擔。

## 5. 免責

- 5.1 除非由於本行的重大疏忽或故意失責，本行對下列各項直接或間接導致或引致客戶的損失或損害不承擔任何責任：-
- (i) 取消或終止所有或任何銀行帳戶及/或銀行服務(視情況而定)；
  - (ii) 取消、撤回、撤銷或擱置客戶的交易或任何因超越本行能控制的情況而不能執行或進行的客戶的交易或指令；
  - (iii) 任何電訊公司、儀器或中介裝置洩露客戶通過上述媒介傳送予本行、本行的代理、第三者或由本行或業務代理或任何第三者通過上述媒介傳送予客戶的資料或資訊；
  - (iv) 任何涉及銀行服務、自然現象、政府行為、水浸、火警、動亂、罷工、戰爭或其他超越本行控制的原因的機械故障、電力故障、機能失常、損壞、阻礙或設施或裝置的不足；
  - (v) 任何於傳送客戶的指示或其他資料時發生的阻礙、擱置、延誤、損失、損害或其他故障或失誤；
  - (vi) 任何因虛假或其他詐騙行為而成立的交易；
  - (vii) 本行的電訊及電腦系統或其他設備或其安裝或操作出現任何機械、電子或其他故障、失靈、中斷、失誤或不足；客戶指示或命

令的任何不完整或錯誤的傳遞或執行該指示或命令時發生的任何錯誤，或客戶因上述事件而招致或蒙受的任何延誤、損失(包括盈利損失或任何經濟損失)、開支或賠償；及

- (viii) 任何第三者(包括但不限於服務提供者或設備供應商)引致的任何延誤、中斷或暫停，而使本行履行於協議下的責任時受干擾、影響或無法繼續執行。

5.2 除非由於本行的重大疏忽、故意失責或欺詐，本行對於任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人或任何締約方或根據協議聘用的任何人士的作為或不作為而直接或間接導致客戶的損失或損害毋須承擔任何責任。特別是但不限於，本行對任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人的償付能力不作保證。

## 6. 陳述及保證

6.1 儘管可能已被本行合理地預見，本行因重大疏忽或故意失責而需對客戶承擔的責任將不包括任何間接非直接、相關或懲罰性的損害、支出、損失或成本及任何利潤的賠償。

6.2 客戶向本行陳述與保證(此等陳述與保證將被視作於根據協議而進行的交易的當天由客戶重新作出)：-

- (i) 客戶有充分的權力及授權執行及交付協議及其他任何有關之文件及履行協議下的義務及每項交易，並且已採取一切必要的步驟授權上述各項的執行、交付及履行；
- (ii) 任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或影響客戶或客戶資產的法律、憲制性文件或任何押記、信託契據、合約或其他文件或合約規限；或與上述各項有所衝突；或迫使客戶的資產產生了留置權、擔保權益或產權負擔；
- (iii) 協議下的義務對客戶構成合法、有效及具約束力的義務並可按其條款付諸執行；
- (iv) 客戶就協議需取得的所有政府、監管機構及其他方面的准許、同意及批准已取得並維持全面有效。所有上述准許、同意及批准的全部條件亦已經遵守或符合；
- (v) 客戶將遵從適用法律；
- (vi) 客戶須即時提供(或竭盡所能地提供)予本行所須的相關資料及協助以便本行可履行及遵守協議下的任何義務；及
- (vii) 倘若銀行帳戶是客戶帳戶時，客戶設置內部監控去確認潛在客戶

的身分及有效的制度及控制對將存放於並已混合於帳戶內的款項再分配予背後的個別客戶。另外，客戶對用於開立銀行帳戶及存入銀行帳戶的款項的來源有確切的了解並確認其來源是合法的。

6.3 客戶保證及承諾按本行的要求追認及確認任何本行真誠地履行本條款及細則的義務時所合法地作出或引致作出的行為、契據、事項或作為。

6.4 除非由於本行的重大疏忽、故意失責或欺詐，客戶承諾充分及有效地彌償本行、業務代理及僱員因客戶違反本條款及細則的任何條文而承受或產生的一切損失、損害、費用、收費、責任及支出。

## **7. 費用、收費、佣金及利息**

7.1 本行有權就客戶操作、保持或結清任何銀行帳戶或提供任何銀行服務予客戶而按照本行不時公佈的費用、收費及/或佣金表收取或徵收任何費用、收費及/或佣金。惟本行有權於給予客戶不少於30天的事先書面通知後，修改、修訂或更改費率或計算基準。客戶可向本行要求取得上述的費用、收費及/或佣金表。任何須由客戶繳付的費用、收費及/或佣金需於本行作出付款要求時即時支付予本行。

7.2 客戶同意按本行不時規定的利率，支付本行的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止(裁決前及後)及按實際天數按照本行現時實務就有關幣別除以360或365日。

## **8. 結單及確認書**

8.1 客戶有義務審閱及核對本行就協議項下任何交易及/或其他附帶事項發出的任何通知書、結單或確認書上的每項記項之準確性。倘若客戶認為任何記項存在錯誤、異常及/或未經授權的情況，客戶必須立即以書面通知本行。除非本行在列載有關記項的通知書、結單或確認書發出之日期起計90天內實際上收到對上述記項的正確、正常或授權提出異議的書面通知，否則所有顯示於此等通知書、結單或確認書上的記項均被視作及被認為真實、正確、正常及已獲恰當授權。

8.2 上述第8.1條分條款的規定並不影響或損害客戶就下列事項對本行提出追索的權利：-

- (i) 由於任何第三者偽冒或詐騙而引致的未經授權的交易，而本行對該等交易未能採取合理謹慎及合理技巧加以識破；
- (ii) 由於本行的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；或
- (iii) 由於本行或本行任何僱員或代理人重大疏忽或故意失責而引致

的其他未經授權的交易。

## **9. 終局性證據**

- 9.1 除非存在明顯的錯誤，由本行保存有關於銀行帳戶及/或銀行服務的帳冊及紀錄(包括但不限於錄音帶及由本行員工或代理與客戶交易期間手寫的紀錄、資料或數據)均對客戶具絕對約束力，且會於所有法庭及其他所有作為中，成為終局性的證據。

## **10. 留置權、抵銷及併合**

- 10.1 除本行根據法律有權享有的一般銀行留置權、抵銷或相類似的權利外及在不影響上述各項權利的前提下，本行可以為自己或作為聯營公司代理人，在毋須事先通知或知會客戶的情況下：-

- (i) 結合或併合客戶在本行或聯營公司內開立的不論是個人或聯名的全部帳戶，包括銀行帳戶或其他任何類型的帳戶。本行可以在毋須事先通知或知會客戶的情況下，將任何此等帳戶的任何證券、款項或其他資產抵銷或轉讓，用以解除客戶對本行及/或任何聯營公司拖欠或未了結的債務、義務或責任，不論此等債務、義務或責任是實有或或有、主要或附屬、有抵押或無抵押、共同或分別的；及
- (ii) 倘若客戶有任何款項到期而未付，留存所有或任何存放於或由本行及/或聯營公司以其他方式代客戶或以客戶名義持有的證券、貴重物品或任何其他資產或財產，不論上述證券、貴重物品或其他資產或財產是屬於保管或其他性質。同時，本行可將上述證券、貴重物品或其他資產或財產或其任何部份以本行決定的價格及方式出售。以此為目的，本行可聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以解除或抵銷協議下的任何或所有欠款或未了結的責任或義務。

- 10.2 本行獲授權於任何時候毋須通知客戶及行使其絕對酌情權將銀行帳戶內或銀行服務項下的款項以任何合法途徑按記項當天的兌換率兌換成任何貨幣以達到抵銷或轉讓的目的。

## **11. 外幣擔保賠償**

- 11.1 由客戶向本行支付的款項，應以相關負債的貨幣支付，或者，若本行同意，則以其所同意之不同貨幣(下稱「適當貨幣」)為之，而其轉換為不同貨幣時，應依本行行使其絕對酌情權決定適用之各該外幣交易市場於相關時間之匯率為準(下稱「適用匯率」)，且此決定將不可推翻及對客戶有約束力。無論基於任何理由若本行收受任何非屬適當貨幣之貨幣金額，則本行被授權依照其常規，以適用匯率購入相當於所收到付款金額之適當貨幣，而客戶應補償本行其中之任何差額(包括兌換之成本)。於



此等差額償還本行之前，此等差額應記入本協議下所積欠本行之金額之內，並隨之承擔利息。任何經提出要求而未支付之差額，應依本協議第 7.2 分條款之規定承擔違約利息。

## **12. 終止及暫停**

- 12.1 受限於適用法律及於不影響本條款及細則其他條文的一般性的情況下，本行可行使其絕對酌情權於任何時候終止一個或多個或全部銀行帳戶及/或一項或多項或全部銀行服務，惟須給予客戶不少於 30 天的事先書面通知。上述的終止將不影響其他任何一個或多個銀行帳戶的運作及/或銀行服務的使用。
- 12.2 若本行的合理意見認為有關銀行帳戶或銀行服務可能被操作或用作刑事或其他非法活動，本行可毋須發出事先通知而即時終止有關銀行帳戶或銀行服務。
- 12.3 對於在香港成立或於海外成立並於香港註冊的公司或其他於香港境外設立之公司，如本行在香港公司註冊處或其他獨立及可靠之消息來源的查察結果與該公司提供的資料不符，本行保留權利（包括但不限於）不接受該公司的開戶申請，或在帳戶開設後，要求更正不符資料，及/或限制該帳戶的運作及/或暫停/終止該帳戶。
- 12.4 倘若出現下列任何一項或多項下列事項時，本行有權暫停銀行帳戶及/或銀行服務：-
- (i) 本行得悉銀行帳戶的操作、保持或結清出現異常情況(不論是實際或推定)；或
  - (ii) 本行收到由客戶或獲授權人士發出的不一致的指示；或
  - (iii) 出現涉及銀行帳戶權益的任何糾紛。
- 12.5 本行根據本第 12 條條款終止或暫停銀行帳戶及/或銀行服務：-
- (i) 不影響任何已完成或發動的交易及任何或所有於終止或暫停時仍未完成的交易將會被繼續完成、交收及交付；
  - (ii) 不影響任何已產生的權利、已存在的承諾或責任或其他任何擬於終止協議後仍然生效的條文；及
  - (iii) 客戶除必須繳付下列各項外，並無任何罰款或附加費：-
    - (a) 任何協議下仍未繳清的款項及收費用；
    - (b) 任何於協議項下由本行墊支及由客戶支付的費用；

(c) 本行於終止協議時代客戶墊支的額外支出；及

(d) 任何因了結銀行帳戶及/或銀行服務項下仍未履行的義務而引起的損失或損害。

12.6 客戶可向本行發出有關的事先書面通知，並且按本行不時規定的方式及形式以終止任何銀行帳戶及/或銀行服務，惟須繳付本行行使其絕對酌情權規定收取的任何手續費或費用。有關終止生效後，尚存銀行帳戶及/或銀行服務的使用將受本條款及細則的規管，仍然維持運作或可用。

12.7 當本行行使其絕對酌情權指定的有關開立銀行帳戶或使用銀行服務的手續或程序仍未完成或仍未能提供要求的文件或本行合理地認為由客戶所提交之該等要求的文件未能充份地反映客戶的狀況及地位，銀行帳戶的運作或銀行服務的使用將被暫停直至本行信納客戶已完成所有手續及程序及已提供要求的文件以使本行滿意為止。此外，除得本行同意外，存放於銀行帳戶或銀行服務項下或已繳付的款項將不得提取、撥轉或作其他形式的處理。

### **13. 全額付款**

13.1 協議項下由客戶支付予本行的任何款項必須以港幣或本行指定的貨幣支付。該等款項不得扣除任何現時或將來之稅項、徵費、費用、收費或預扣。客戶並不得進行任何抵銷、反索償或扣減。

### **14. 收帳**

14.1 本行有權聘用催收代理人以收取客戶在協議下到期未付的任何款項。客戶同意並確認已被忠告，客戶須以全額賠償基準賠償本行在聘用催收代理人時所合理地產生的全部收費、費用及開支。

### **15. 聯名帳戶、合夥人及其他**

15.1 本第 15 條條款只適用於銀行帳戶持有人多於一個人的情況，例如聯名帳戶持有人或聯名銀行服務使用者、信託人或遺產代理人。

15.2 客戶須共同及分別地承擔所有協議項下或客戶與本行之間的業務往來所產生的所有或任何義務或責任。

15.3 除非本行與客戶另有書面協議：-

(i) 每一個聯名銀行帳戶持有人或聯名銀行服務使用者均有單一及全面權力於毋須通知其他聯名銀行帳戶持有人或銀行服務使用者的情況下與本行進行業務，猶如銀行帳戶只是一個單名銀行帳戶或銀行服務使用者只包括一位人士一樣(視情況而定)；

- (ii) 任何一個聯名銀行帳戶持有人或聯名銀行服務使用者均可有效地及最終地解除本行於協議項下的義務；及
- (iii) 任何本行送達其中一名聯名銀行帳戶持有人或聯名銀行服務使用者的通知、要求或通訊均會被視作送達予全部銀行帳戶持有人或全部銀行服務使用者。

15.4 協議不會因任何一名聯名銀行帳戶持有人或一名聯名銀行服務使用者死亡而終止，並對其他生存的聯名銀行帳戶持有人或聯名銀行服務使用者仍具約束力。並且，本行會視該生存的銀行帳戶持有人或銀行服務使用者是協議下僅有的當事人。為免生疑問，協議下各當事人聲明及同意，於聯名銀行帳戶持有人或聯名銀行服務使用者死亡後，銀行帳戶或銀行服務的一切的權利及權益按照生存者取得權的規則施行並歸賦於銀行帳戶或銀行服務的生存者。本第 15.4 條分條款不適用於合夥帳戶。

15.5 儘管上述條文，本行保留下列各項權利：-

- (i) 於採取任何協議項下的行動前，向所有或多於一位的聯名銀行帳戶持有人或聯名銀行服務使用者尋求共同指示；及
- (ii) 倘若根據本行的意見認為本行接到其中一名聯名銀行帳戶持有人或一名聯名銀行服務使用者的指示或指令與其他指示有衝突及不一致，本行有權通知一個或多個聯名銀行帳戶持有人或聯名銀行服務使用者此等衝突及不一致的指示或指令及/或不執行有關指示或指令直至本行收到認為恰當的進一步指示為止。

15.6 倘一名聯名帳戶持有人失去行為能力(不論精神上或其他方面)，其餘聯名帳戶持有人及/或由法庭委任之失去行為能力的聯名帳戶持有人之產業受託監管人(如有)須立刻以書面形式通知本行。在本行實際收到通知後，本行可暫停聯名帳戶之運作直至本行滿意所有其餘聯名帳戶持有人知悉有關情況，及本行已獲提供所有其判定為合適之有關失去行為能力的聯名帳戶持有人之資料及文件以恢復運作該聯名帳戶。為免生疑問，在本行實際收到上述通知之前，本行獲發及跟從之指示及/或由本行執行的交易對所有帳戶持有人具有最終約束力。本行有權(但非必要)按其絕對酌情決定，在失去行為能力的聯名帳戶持有人之利益有合法安排前，恢復運作聯名帳戶所受限之條件及限制。

15.7 倘若屬合夥人，以下的條文將適用：-

- (i) 客戶的合夥協議(如有)不會對本行構成任何約束力。除非本行與客戶另有協議，合夥帳戶的操作、保持或結清或由合夥企業使用的銀行服務將受本條款及細則全面的監管；
- (ii) 所有合夥人不論是一般、特別或限責合夥人將共同及分別地承擔其於協議項下的責任及/或義務；

- (iii) 除非本行收到實際的組織變更通知，即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理銀行帳戶或銀行服務；及
- (iv) 除非本行與客戶另有協議，客戶於組織變更時，將向本行提供新的帳戶指令及開立新帳戶。

## **16. 稅務身份**

- 16.1 除非客戶另有表示，客戶謹此核證客戶並非美國公民；亦非美國居民；亦非美國聯邦入息稅務為目的屬於美國居民。再者，客戶亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。客戶謹此同意本行或任何聯營公司(以下統稱「本集團」)於必要時分享客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意本集團可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律、規則、規例及指引，包括但不限於，《海外帳戶稅收合規法案》，從客戶的銀行帳戶中預扣款項。客戶謹此承諾即時以書面通知本行上述稅務身份的任何變動。

## **17. 保密及外判**

- 17.1 本行應對涉及銀行帳戶或銀行服務的所有資料予以保密，但可在未經客戶同意或未通知客戶的情況下，將任何該等資料(不論是個人資料或其他)提供給監管機構或執法機構以遵守其關於資料方面適用法律，又或可不時提供給本行的其他分行及/或聯營公司以便其向客戶提供銀行服務。
- 17.2 就關於蒐集、傳輸及處理本行的客戶或獲授權人士之個人資料而言，本行受香港規管私人資料使用的《個人資料(私隱)條例》的約束。另外，本行的「關於《個人資料(私隱)條例》(「《條例》」)的通告」(下稱「**該通告**」)已載列於本條款及細則之附表，客戶同意受該通告的條款約束。
- 17.3 在受所有適用法律規管的前提下，本行有權在毋須給予客戶進一步通知的情況下，按本行認為恰當的方式將協議項下的本行的職能外判或委託予聯營公司或業務代理，以便其執行上述職能(前提是本行維持有關外判活動之最終責任)。

## **18. 利益衝突及披露**

- 18.1 本行及/或聯營公司與客戶可能會直接或間接在本條款及細則項下擬議的交易中，有利益、關係、安排或責任上的衝突(下稱「**重大利益**」)。本行會採取一切合理步驟，並根據所有適用法律令客戶於任何該等交易中得到公平的對待。

18.2 儘管存在重大利益，客戶同意本行有權(但非必要)在受所有適用法律規管的前提下為客戶就交易或銀行服務提供意見或提議或進行交易，又或以客戶的代理人身份行事或提供其他服務，而於法律容許的最大範圍內，本行毋須向客戶披露由上述交易或銀行服務而產生的利益。

18.3 在受所有適用法律規管的前提下，本行除須向客戶通知所收取的有關收費或佣金外，毋須向客戶解釋或披露本行在交易或服務上收取的任何利益、佣金或報酬(不論從客戶身上或因重大利益或其他方面獲得)。

## 19. 合規行動

19.1 儘管本條款及細則中載有相反規定，本行藉其獨有及絕對的酌情權，可採取或不採取任何行動以遵守，關於預防洗錢及恐怖份子融資活動或者其他犯罪和欺詐活動，或不向受制裁的任何人士或實體（無論是否受到聯合國制裁或其他）提供金融及其他服務的適用法律、合規規則及本行的內部政策和程序（「**合規行動**」）。合規行動包括但不限於：

- (i) 否決申請或拒絕處理或進行協議項下擬進行的任何訂單、命令、指示或交易，或拒絕履行有關協議項下擬進行的任何訂單、命令、指示或交易的存款或付款；
- (ii) 中止銀行帳戶或者暫停銀行帳戶操作（全部或者部分）；
- (iii) （如本行意識到向客戶，或應客戶要求作出的任何付款違反合規規則）立即從客戶處收回該等款項，不論是否與客戶簽訂任何其他相反的協議；
- (iv) 截取及調查任何通過本行系統或其他系統的支付信息及其他發予客戶或由客戶發送的信息或通訊；及
- (v) 進一步調查可能為受制裁方的名稱是否實際上為該受制裁方。

19.2 為免生疑問，本行將不會承擔客戶或任何一方因以下原因或與之相關而衍生的任何（無論是直接的、間接的或後繼的）的損失，包括但不限於利潤損失或利息或任何損害：

- (i) 由於任何合規行動全部或部份地引致本行的延遲或未能處理任何付款信息或其他信息或通訊或任何來自客戶的要求，或延遲或未能履行其責任或與任何訂單、命令、指示或交易有關的其他義務；或
- (ii) 本行行使本條項下的權利或根據本條的作為或不作為。

19.3 就本條款而言：

- (i) 「適用法律」是指本行經營所在的地方或司法管轄區域的法律及監管要求或該等在任何時候及不時適用於本行的法律及監管要求；及
- (ii) 「合規規則」是指在任何時候及不時適用於本行的有關監管機構或行業組織的所有規則、規例、制裁架構、國際指引或程序。

## **20. 資料變更**

20.1 本行及客戶承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，客戶及本行同意：-

- (i) 倘本行業務出現任何重大變動，而該等變動可能影響本行向客戶提供之銀行服務，則本行將會通知客戶有關變動；及
- (ii) 客戶將通知本行有關姓名、地址、稅務身份、詳細資料及其他資料之任何變動，並按本行合理之要求提供支持文件以茲證明。

20.2 客戶應向本行提供有效的手提電話號碼及/或其他聯絡號碼以作聯絡及通知用途。倘號碼有變動，應盡快通知本行，並按本行合理之要求盡快提供支持文件以茲證明。

## **21. 貨幣風險**

21.1 對於本條款及細則項下以港幣以外的貨幣進行之擬議交易，客戶承認由於匯率的波動，此等業務有可能導致盈虧，該等盈虧須全部由客戶承擔。

## **22. 修訂**

22.1 客戶同意及接受於適用法律規管的前提下，本行可於任何時候給予您不少於 30 天的事先書面通知的情況下或通過張貼有關書面通知於本行營業地點的顯眼處或其他本行行使其絕對酌情權認為合適的方式，單方面修改、修訂、刪除、撤回或更改本條款及細則的條文。

## **23. 不可抗力**

23.1 本行會竭盡所能地並及時地去履行責任或義務，但倘若本行由於超越本行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而只能部份地或不能履行責任，則本行毋須對此承擔責任，亦毋須對客戶因上述原因而遭受的損失或損害負責。

## **24. 通知**

24.1 本行就任何根據協議由本行發出的通知或付款要求可以郵遞、專人送遞、電郵或圖文傳真方式送達。如以郵遞方式發出，則於投寄翌日已視為有

效地送達(儘管其後該郵件由於未能送達而被退回);如以專人送遞、電郵或圖文傳真方式發出予客戶、客戶的法律代表或遺產代理人於本行紀錄所載及最後所知的地址、電郵地址或傳真號碼,則在該專人送遞、電郵或圖文傳真派發或發出當日已被視為有效地送達。

- 24.2 客戶或客戶的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞或圖文傳真方式將其送達至本行註冊地址或主要營業地址。除非直至本行實際上收到該郵遞、專人送遞或圖文傳真,否則不會被視為有效送達。

## **25. 送達代理人**

- 25.1 有關香港法庭司法程序及有關本條款及細則或協議之任何文件之送達,如其已由開戶申請書所列姓名及地址之送達代收人所收受,應被視為已合法送達於客戶,且如其已由送達代收人所知悉則應被視為已為客戶所知悉。

## **26. 其他規定**

- 26.1 在提供銀行服務或進行交易的過程中,本行或業務代理可能需要(但非必要)以錄音紀錄客戶的口頭指示及/或客戶與本行或本行代理人在該銀行服務或交易過程中的任何對話。
- 26.2 本行有權將已經縮微攝影/掃描的任何與銀行帳戶或銀行服務有關的文件銷毀,並可在本行認為適當的一段時間後銷毀縮微膠卷/掃描紀錄。
- 26.3 倘若發現協議項下向本行發出關於銀行服務指示所需的身份證明文件、法團印章或圖章已經遺失,客戶須立即以書面通知本行。本行對於任何在未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易毋須承擔任何責任。
- 26.4 當客戶多於一個人時,協議項下的陳述、保證、承諾及彌償將被視作分別及共同地作出。
- 26.5 本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以其他方式行使或執行任何其他有關權利、補救方法、權力或特權。協議賦予本行的權利、補救方法、權力和特權是累加的,將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。
- 26.6 協議對當事人及其承繼人及其容許的受讓人均具約束力,有關承繼人及容許的受讓人均享有協議項下的權益。

- 26.7 本行可以隨時轉讓協議項下的所有或部份權利、權益、權力、義務或責任，而受讓人應有與本行相同的權利、權益或權力及對客戶承擔與本行同樣的義務或責任，猶如受讓人是協議的當事人一樣。客戶透過本第26.7 條分條款放棄及寬免質疑此等轉讓的有效性的權利。
- 26.8 客戶不可轉讓任何協議下的權利、權益、權力、義務或責任。
- 26.9 倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。
- 26.10 本行保留不時更改或修訂關於銀行帳戶之利率的權利，有關的更改內容將會在本行的營業地點張貼發布。
- 26.11 就客戶履行協議下的任何或所有責任及義務而言，時間於各方面均為協議的要素。
- 26.12 本行將遵循合理程序選擇業務代理，本行就業務代理的服務，或其適當性、內容、表現、合時性、準確性、可靠性、償債能力或完整性或其他方面不會作出任何保證或擔保。此外，本行在任何情況下均不會因業務代理的缺失、疏忽、欺詐或無償債能力而招致的損失及損害(不論直接或間接)承擔任何責任。
- 26.13 客戶確認、聲明及保證，客戶及被獲授權人士所提供並存於本行的所有資料及文件(包括但不限於身分或存續狀態)皆為真實、完整、準確、最新及無誤導之資料及文件。倘客戶之資料及提供的文件有變動、修訂及/或更新時，將主動即時以書面通知本行並向本行提供相關文件及證明。於任何主管當局或監管機構不時作出適當要求時，客戶同意向本行提供進一步資料。

## **27. 優先版本**

- 27.1 倘若本條款及細則的中英兩種語言版本之間存在差異，客戶和本行均同意以英文版本為準。

## **28. 適用法律及司法管轄權**

- 28.1 協議各方面均受香港法律管轄並按香港法律解釋。協議各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在本行選擇的其他有司法管轄權的法院強制執行協議。

## **29. 第三者權利**

- 29.1 於不損害第 29.3 條分條款的情況下，當一名人士並非本協議的當事人，則其於《合約(第三者權利)條例》(香港法律第 623 章)(下稱「**第三者條**



例」)項下並無權力執行或享有本協議項下任何條文的利益。

- 29.2 儘管本協議的任何條文，於任何時候撤銷或修訂本協議毋須取得非本協議書的當事人之同意。
- 29.3 所有本行的董事、主管人員、員工，附屬機構或代理可以，憑藉第三者條例，依賴明確賦予該等人士的權利或權益之任何本協議項下的條文(包括但不限於，任何補償、限制或責任的豁免)。

## 第二部份 銀行服務特定條文

本特定條文須與第一部份之銀行服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本第二部份的條文為準。

### 1. 代收

1.1 本行可行使其絕對酌情權拒絕或接受為客戶代收或交換票據。倘若本行接受為客戶代收票據，客戶須支付本行規定的代收費用及開支。

1.2 如有下列情況，本行可行使其絕對酌情權拒絕接受為客戶代收或交換票據：-

(i) 儘管有背書，收款人名稱與客戶的名稱不符；

(ii) 倘若帳戶為聯名帳戶，收款人名稱並非包括所有帳戶持有人；或

(iii) 其他合理原因。

1.3 任何於本行絕對酌情規定的截止時間後才存入的交換票據將於次一營業日始行入帳。倘若交換票據於截止時間前存入，利息(如有)將於當天記項，倘若截止時間後才存入，則利息於次一營業日累算。倘若提出交換的票據不獲兌現，利息將會隨即予以沖回。

### 2. 儲蓄存款帳戶

2.1 客戶可於本行開立本行規定的幣別之儲蓄存款帳戶。

2.2 儲蓄存款帳戶利息按本行不時規定的利率，根據每日結餘額並按本行不時規定的相隔時段計算。有關利率將不時於本行的營業地點展示。客戶應得的利息每半年入帳一次，或按本行不時規定的其他基準入帳。若結餘低於本行設定的最低存款額，將不獲付任何利息。如客戶帳戶於利息期間銷戶，利息只會計付至銷戶前一天。

2.3 月結單將於每月或由本行指定的相隔時段按紀錄所指示的通訊地址寄發予客戶。倘若無記項，則不會寄出月結單。

2.4 儲蓄存款帳戶不能用支票提取，本行亦不會簽發存摺簿予客戶以作交易之用。

2.5 外幣現鈔提款，須預早三天或本行不時規定的時限通知，且須在本行有足夠的外幣現鈔供應時方能辦理。

2.6 本行憑客戶已簽字或蓋章之提款單支付款項，即視為直接付予客戶，如有因委託他人代收發生糾紛，本行毋須承擔任何責任。

### 3. 支票帳戶

- 3.1 客戶可於本行開立本行規定的幣別之支票帳戶。
- 3.2 除非本行與客戶另有書面協議，否則支票帳戶的結餘並無利息。
- 3.3 如本行給予客戶臨時透支，客戶承諾將透支全數連同按本行規定的利率計算的利息償還予本行。
- 3.4 客戶於本行開立支票帳戶時，需於客戶首次存入規定金額後，方獲發給一本支票簿。客戶必須時刻將支票簿妥為保存，如有需要，應予鎖藏，以免被未經獲授權人士盜取。
- 3.5 在申領支票簿時，客戶須先行填妥並簽署支票簿申請表，遞交本行或以本行指定的其他方式申領。本行可行使其絕對酌情權拒發支票簿。除非本行與客戶另有協議，本行將按紀錄所示的通訊地址以郵寄方式或其他本行行使其絕對酌情權決定的方式，將新支票簿送交客戶(另有協議者除外)。如因任何遞送方式而引致任何延誤或遺失，本行毋須承擔任何責任。
- 3.6 客戶在收到新支票簿後，應在使用前核對支票上印示的序列號碼、帳戶編號及於支票簿上載印的客戶的姓名，並核對支票數目。如存在異常的情況，應立即通知本行。
- 3.7 支票須以由本行指定的形式根據本行規定的條款及細則簽發並且只適用於指定的帳戶。
- 3.8 倘若客戶已簽署的支票或支票簿遺失、被竊或丟失，應立即以書面通知本行。
- 3.9 倘若客戶以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。
- 3.10 客戶在簽發支票時需要小心謹慎以確保其準確及正確性，並同意不使客戶簽發的支票有機會被人塗改或作出詐騙或偽冒行為。特別是，但不限於：-
- (i) 在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使其難以加插文字或數字；
  - (ii) 在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫；及
  - (iii) 所有支票必須以不能擦掉的深色墨水或原子筆以中文或英文填寫或者以印表機或支票機打印，支票的簽名必須與本行紀錄內的帳戶指令相同。

- 3.11 於法律可容忍的範圍內，除非因本行疏忽、故意缺失或欺詐外，無論在任何情況下，本行毋須對使用了可塗改墨水、墨水筆、打字機、支票打印機或其他任何帶有內置擦除功能的設備而偽造的已付支票承擔任何責任。本行亦毋須對已做出適當的努力但仍無法辨識的非法篡改、修改、欺詐和/或偽造的已付支票，承擔任何責任。
- 3.12 客戶同意及確認：-
- (i) 由客戶所開出並已付款的支票，在以電子或其他本行決定之形式予以紀錄後，可由代收銀行或香港銀行同業結算有限公司(下稱「結算公司」)保留，保留期為與有關貨幣的結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或結算公司可銷毀該等支票(視屬何情況而定)；及
  - (ii) 本行獲授權按照上述第 3.11(i)條分條款與包括代收銀行及結算公司訂立合約。
- 3.13 支票如有塗改或增添，必須由發票人全簽證實。客戶同意及確認倘若支票上有不易通過合理謹慎而察覺的塗改或增添而引致任何損失，本行毋須對此承擔責任。
- 3.14 任何於支票帳戶內未有足夠或已結算的款項情況下簽署的支票將不會被支付。任何不按存放於本行的帳戶指令簽署、不完全填妥、有技術性錯誤、塗改而未有簽名確認、破損、未到期或過期的支票均不會被支付。客戶需支付因上述各項原因不被支付的支票的手續費，有關的行政費將借記客戶的支票帳戶及由客戶承擔。
- 3.15 客戶只能在支票未支付之前，以清晰的書面指示通知本行，並清楚說明有關支票的號碼，方能止付支票。倘若客戶：-
- (i) 除支票號碼外，尚能提供其他資料，本行毋須確保該等其他資料與憑號碼辨認的有關支票的資料相符；及
  - (ii) 如客戶只能提供有關支票的其他資料而非有關支票的號碼，本行毋須採取任何行動止付有關支票。惟本行可行使其絕對酌情權執行該止付指示，但毋須就此產生的任何後果承擔責任。
- 3.16 倘若本行無法鑑定止付支票指示的真偽，本行有權毋須採取任何行動。儘管如此，本行可行使其絕對酌情權執行本行真誠地相信是由客戶發出的指示，而即使該指示為不正確、虛假或不清楚，本行亦毋須就此承擔任何責任。
- 3.17 如支票帳戶結清或註銷，客戶必須將所有未使用過之支票交還本行。
- 3.18 除非客戶另有指示，本行按月寄交客戶結單一份，如帳戶在前一個月內無款項提存，本行可能不會向客戶寄交結單。倘若客戶超過一個月沒有

收到結單，須立即通知本行，本行即會按客戶要求，寄發結單副本。

#### **4. 不動帳戶**

4.1 客戶同意當任何銀行帳戶的結餘金額少於本行不時規定的最低餘額，及/或此帳戶已於本行不時規定的一段時間內(為十二個月，或本行不時規定的時間內)未曾使用，本行有權行使其絕對酌情權將該帳戶轉為不動帳戶，該不動帳戶將不獲計算利息，並且按月收取不時由本行訂定的費用，惟本行須在首次對該不動帳戶收費 30 日前給予客戶通知，直至：

- (i) 結餘額相等於或少於港幣零元(HK\$0.00)為止；並在給予客戶合理的書面通知的情況下，本行有權取消銀行帳戶；或
- (ii) 結餘額相等或高於本行不時規定的金額為止。

4.2 為免生疑問，不管銀行帳戶是否已經不動，或在任何時候變成不動，任何銀行帳戶均仍須按本條款及細則保持運作。

#### **5. 定期存款**

5.1 客戶可於本行開立本行規定的幣別之定期存款帳戶。

5.2 定期利息將計至定期存款到期日的前一日止，並在到期日支付。存期屆滿時，定期存款可供提取或加入本金續存。在每次提取定期存款或續存時，客戶會獲通知累計利息及預扣稅項(如適用)的詳細資料及/或細目分類。

5.3 定期存款帳戶於客戶存入首筆定期存款時開立。客戶可存放本行規定的幣別的定期存款，並須按照本行不時規定的最低開戶存款額及存款期限存款。

5.4 於客戶要求時，本行可行使其絕對酌情權在存款到期日前付還存款予客戶。在此情況下：-

- (i) 本行有權毋須支付該存款的任何利息；
- (ii) 本行可將客戶因中途終止存款而令本行須就該存款的剩餘存款期向資金市場另行拆入款項所涉的手續費及額外費用(如適用)從付還予客戶的總款項中扣除；及
- (iii) 本行可將任何已付予客戶的利息及已付予政府的稅項(如有)從本金中扣除，餘款始付還客戶。

5.5 客戶提取任何存放於本行的定期存款時，本行有權(但非必要)要求客戶出示並向本行交回有關的存款確認書、存款收據或存款證明書。

- 5.6 如到期日並非為營業日，存款將於次一營業日付還。如據此延長的存款期超出本行所接受的或被規定的最長期限，存款將於該非營業日前一個營業日付還。
- 5.7 所有存款、續存或提款，均須依照本行為該等存款不時訂定的交易日期及時間辦理。
- 5.8 有關存款到期處理方法的指示或指令及修訂指示必須清楚及毫不含糊，並最遲須於到期日的前一個營業日送達本行。倘若客戶已作出存款到期自動續存指示，續存利率將採用由本行行使其絕對酌情權決定的於到期日當天的特定時間的利率。
- 5.9 如本行在到期日仍未收到處理方法的指示，則到期日及該日以後的利息只按本金金額累計。利息則按本行不時規定的儲蓄存款利率計算，應付的利息只會在收到指示後方會存入有關定期存款帳戶。
- 5.10 除非本行與客戶另有書面協議，存入本行之定期存款均為不可轉讓。

## **6. 人民幣業務**

- 6.1 本行可以為遵守人民銀行、金管局、任何清算行、任何中國代理行或任何其他監管或主管當局的規則及規例，採取一切所需的措施。如有需要，本行亦可以向清算行及監管或主管當局提供有關任何人民幣帳戶持有人的任何交易及帳戶資料。
- 6.2 本行有權不時規定僅適用於人民幣帳戶或服務的限制，並可不時修改及/或修訂適用於人民幣帳戶或服務的條款及細則。
- 6.3 客戶確認及聲明，客戶完全明白所有由監管或主管當局規定適用於人民幣帳戶或服務的規則及規例。客戶同意所有人民幣帳戶或服務均受不時由監管或主管當局頒布的適用規則及規定之約束。
- 6.4 客戶承認及明白，人民幣進出中國仍須受中國相關法規的限制，客戶辦理人民幣業務時可能面對以下風險：-
- (i) 本行應注意其原持有人民幣資產或負債可能因法律之變更而導致須改以其他貨幣作為收、付的工具：-
    - (a) 客戶原持有之人民幣資產、負債或因交易而產生之給付義務均可能因法令之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖本行對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣別取代之可能性。
    - (b) 授信戶辦理人民幣授信業務時，應考量貸款到期時本身

人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，授信戶可能面臨匯兌風險。

- (c) 授信戶辦理人民幣授信業務，雖與本行於消費借貸契約中約明借款金額或額度，惟存在法律限制，致本行未能撥款時，授信戶將受有資金短缺之風險；如改以其他外幣撥款，授信戶可能因匯率波動而衍生匯差風險。
- (ii) 客戶應充分了解人民幣進出中國時將受到當地法令限制，且當地之法律可能隨時變更。
- (iii) 辦理中國人民幣匯出及匯入者，若不符合中國的法律或監管要求，則人民幣資金不得任意進出中國。倘若客戶將人民幣資金匯往中國，但因前述原因，導致人民幣匯款不能送達時，本行將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由客戶負擔，且直接自匯款金額中扣除。
- (iv) 授信戶辦理人民幣貸款如擬在中國使用，客戶須先取得中國主管機關批准相關人民幣資金得在中國匯入及匯出，並遵守中國現行外債管理規定辦理外債登記，如因授信戶未依中國相關法令辦理，以致已撥付之人民幣無法匯往中國支應需求或遭退匯時，其所衍生之借款利息及相關費用均由授信戶自行負擔。
- (v) 客戶應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險。鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，客戶從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致客戶之交易風險或評價損失。客戶於從事該筆交易前，應考慮本身財務狀況及承受風險之能力，並充分了解該筆交易所涉財務、會計、稅制及相關法律規定及確保客戶願意自行承受因進行交易所可能衍生之交易風險及損失。
- (vi) 非香港居民辦理人民幣開戶業務時，客戶應確認未持有任何種類之香港身份證始得辦理；如未來客戶取得任何種類之香港身份證時，應立即通知本行，本行將依香港居民相關人民幣業務規定繼續為客戶提供服務。
- (vii) 香港居民辦理人民幣開戶業務時，客戶應確認並未同時在香港其他銀行以非香港居民身份開立人民幣帳戶。
- (viii) 客戶在辦理本項業務前應確認，已充分了解上述有關人民幣業務之條文及其潛在風險，且同意接受並願意自行承受因進行人民幣業務之相關交易所可能衍生之損失及費用。

## 7. 匯款

- 7.1 除非另有指示，所有匯出匯款將以付款國家的貨幣支付及進行。
- 7.2 如情況需要，客戶同意，本行有權通過於任何地方的業務代理付一筆匯出匯款；及本行對交割日不作任何保證(另有約定者除外)。交割日基於地域、當地電訊系統及匯款目的地的銀行實務而改變。
- 7.3 本行可能以明示的語言、編碼或密碼發送關於電報傳送的任何訊息而毋須就任何業務代理的任何失誤、誤解、疏忽或失責負責，因本行的欺詐行為或嚴重疏忽者除外。
- 7.4 於不損害上述條文一般性的情況下，本行並毋須因(i)延誤或錯誤付款或延誤或錯誤給予解付通知；及(ii)在傳輸時或其他情況下遺漏任何附言或訊息而承擔任何責任，因本行的欺詐行為或嚴重疏忽者除外。
- 7.5 除非得到本行的書面同意，任何匯款指示不得撤銷或修訂(不論全部或部分地)。倘若，本行同意修改或取消任何匯出款項，任何該等修改或取消的指示須按本行同意的格式由客戶以書面提供。
- 7.6 本行毋須支付任何因取消已執行的匯出匯款而產生的退款，除非直至本行由業務代理收到匯出的款項；及此等退款將於扣除本行或業務代理產生的收費、開支及成本後，退回予客戶。
- 7.7 客戶同意，本行及業務代理有權向客戶收取由本行或業務代理不時決定的費用及收費。除非另有指示，所有本行以外產生的費用由受益人承擔。倘若，受益人未能支付任何此等費用，客戶須根據本行及業務代理的要求，償付此等費用及收費。
- 7.8 客戶同意，當執行客戶的匯出匯款指示時，本行僅作為客戶的匯款代理。本行無法控制業務代理的操作及其收取或徵取的費用及佣金。
- 7.9 除非直至匯票被丟失及客戶已向本行提供令本行滿意的補償，匯票的止付不會被接納。倘若本行接納匯票止付，本行將行使其絕對酌情權向客戶徵收收費及費用。
- 7.10 在可提供及合適的情況下，客戶會獲發附有預先印上匯票付款人代理人姓名及地址及經相關磁墨字符編碼的匯票。應客戶要求在一處不提供預先印刷匯票的地方支付匯票，客戶可能會獲發不設相關磁墨字符編碼的匯票，而客戶應注意到該匯票的結算或託收時間一般將較經相關磁墨字符編碼的匯票為長。
- 7.11 於提供匯款服務時，本行須遵從適用法律。本行保留權利訂明其提供任何服務或接受任何指示或拒絕提供任何服務或執行任何指示所受限於的任何條款以確保其遵從適用法律。本行將只在(本行合理認為的)可能及合理範圍內按其一般業務常規及程序(不論是內部或其他方面的程序)提供服務或接受指示。



- 7.12 本行須遵從適用法律及特別是，但不限於規管及監察防止洗黑錢活動的法律。以此為目的，本行會採取或實施按本行絕對酌情權認為合適的任何行動或措施。此該行動或措施，包括但不限於，攔截及調查透過本行的系統或本集團的系統向客戶或由客戶或代客戶發出的任何付款訊息及其他訊息或通訊，並按本行行使其絕對酌情權認為合適的方式作進一步查詢。
- 7.13 匯款訊息可含有匯款人的個人資料(包括匯款人的地址、出生日期、身份證明文件號碼)以符合本行受限於的適用法律。受益人及付款銀行可獲准查閱或存取該等資料。此外，於法律容許的最大範圍內，該等資料可能提供了其他人士或主管當局。
- 7.14 若本行未能就匯款業務提供一確定之兌換率，則本行得以臨時兌換率辦理兌匯，並於確知實際兌換率時作調整。任何臨時兌換率與實際兌換率間之差額，得再由銀行帳戶中扣除或退還。

## 8. 電子支票存入服務

8.1 就電子支票存入服務為目的，下列詞語具下列定義：

- |            |   |
|------------|---|
| 「匯票條例」     | 指香港法例第 19 章〈匯票條例〉，可被不時修訂。   |
| 「結算所」      | 指香港銀行同業結算有限公司及其繼承人及受讓人。   |
| 「存入途徑」     | 指本行不時提供用作出示電子支票以求存入的任何途徑。   |
| 「電子支票」     | 指以電子紀錄（按香港法例第 553 章〈電子交易條例〉定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。   |
| 「電子支票存入服務」 | 指由本行不時向客戶為存入電子支票而提供的服務。   |
| 「電子支票存票服務」 | 指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務帳戶，方可出示電子支票以存入受款人帳戶，本定義可根據電子支票存票服務條款不時修訂。 |

「電子支票存票服務條款」	指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。
「業界規則及程序」	指結算所及銀行業界就規管電子支票的處理而不時訂定/採用的規則及運作程序。
「受款人銀行」	指受款人帳戶所在的銀行。
「受款人帳戶」	就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本行持有的銀行帳戶，而該帳戶可以是受款人的個人名義帳戶或受款人的聯名帳戶。
「付款人銀行」	指為其客戶簽發的電子支票作出數碼簽署的銀行。

## 8.2 電子支票存入服務的性質及範圍

- (i) 本行可選擇提供電子支票存入服務。如本行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署本行不時指定的表格及文件。
- (ii) 電子支票存入服務讓客戶及其他人士可按下列第 8.3 條分條款使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向客戶及／或受款人帳戶的任何其他持有人支付）以存入本行（作為受款人銀行）。
- (iii) 本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。
- (iv) 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：
  - (a) 電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
  - (b) 客戶須就電子支票存入服務支付的任何費用。

## 8.3 電子支票存入服務

- (i) 電子支票存入服務可容許透過使用結算所提供的電子支票存票

服務或本行的存入途徑，出示電子支票以存入本行（作為受款人銀行）。

(ii) 電子支票存票服務

- (a) 電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責履行電子支票存票服務條款下的責任。
- (b) 為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務帳戶連同一個或多個受款人帳戶，以供出示電子支票。電子支票存票服務條款容許客戶以客戶同名帳戶或客戶同名帳戶以外的其他帳戶作為受款人帳戶登記電子支票存票服務帳戶。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務帳戶出示的所有電子支票負責（包括任何向客戶同名帳戶以外的受款人帳戶出示的電子支票）。
- (c) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向客戶提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如客戶要求，本行可以（但無責任）提供使用客戶電子支票存票服務帳戶存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本行同意提供有關該電子支票的資料。
- (d) 本行對結算所是否提供電子支票存票服務及所提供服務的素質、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

(iii) 本行的存入途徑

本行可不時指定或更改

- (a) 可用的存入途徑而無須通知；及
- (b) 任何存入途徑的條款。

8.4 電子支票的處理、相關風險及本行的責任

(i) 電子支票的處理

客戶須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向客戶簽發的電子支票，以收取電子支票的款項。

(ii) 本行責任的限制在不影響本協議的任何條文及其他相關條款的情況下：

(a) 客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過本行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責導致；

(b) 為求清晰，現明確如下，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：

(1) 客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；

(2) 客戶未遵守有關電子支票存入服務的責任；

(3) 按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；及

(4) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及

(c) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶或任何其他人士負責。

(iii) 客戶的確認及補償

(a) 客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。

(b) 在不影響客戶在本協議的任何條文及其他相關條款所提供的任何彌償或於本行享有的任何其他權利或補償

的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。

- (c) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的嚴重疏忽或故意失責導致，上述彌償即不適用。
- (d) 上述彌償在電子支票存入服務終止後繼續有效。

### 第三部份 有關快速支付系統的銀行服務特定條文

本特定條文須與第一部份之銀行服務一般條文及第二部份之銀行服務特定條文一併閱讀。倘若該等條文與本條文存在差異，則以本第三部份的條文為準。

#### 1. 有關快速支付系統的銀行服務

##### 1.1 有關快速支付系統的銀行服務

- (i) 本行向客戶提供快速支付系統服務讓客戶使用快速支付系統進行付款及資金轉帳。快速支付系統由結算公司提供及運作。因此，快速支付系統服務受結算公司不時就快速支付系統施加的規則、指引及程序規限。本部份規管本行為客戶提供快速支付系統服務及客戶使用快速支付系統服務。快速支付系統服務構成本行提供的整體銀行服務的一部份。凡與快速支付系統服務相關並與本部份條文無不一致的本協議的任何條文及其他相關條款將繼續適用於快速支付系統服務。就快速支付系統服務而言，除非另有指定，若本部份的條文跟本協議的任何條文及其他相關條款的條文出現不一致，均以本部份的條文為準。
- (ii) 當客戶要求本行代客戶於結算公司快速支付系統中登記任何識別代號，或代客戶使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉帳，客戶即被視為已接受本部份條文並受其約束。除非客戶接受本部份的條文，客戶不應要求本行代客戶登記任何識別代號或設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉帳。

(iii) 就快速支付系統的銀行服務為目的，下列的詞語具下列定義：

- 「帳戶綁定服務」 指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶使用預設的識別代號（而非帳戶號碼）識別一項付款或資金轉帳指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。
- 「預設帳戶」 指客戶於本行或任何其他參與者維持的帳戶，並設置該帳戶為預設帳戶，以使用結算公司快速支付系統收取付款或資金，或（如結算公司的規則、指引及程序指明或許可並在指明或許可的範圍內）支取付款或資金。
- 「電子直接付款授權」 指使用結算公司快速支付系統以電子方式設置的直接付款授權。
- 「電子直接付款授權服務」 指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。
- 「快速支付系統識別碼」 指由結算公司快速支付系統產生的並與參與者的客戶帳戶關聯的獨有隨機號碼。
- 「快速支付系統服務」 指本行向客戶不時提供的服務，讓客戶使用結算公司快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉帳。
- 「結算公司」 指香港銀行同業結算有限公司及其繼承人及受讓人。
- 「結算公司快速支付系統」或「快速支付系統」 指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作(i)處理直接付款及存款、資金轉帳及其他付款交易；及(ii)就電子直接付款授權服務及帳

戶綁定服務交換及處理指示。

「參與者」	指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。
「識別代號」	指結算公司接納用作帳戶綁定服務登記的識別資料，以識別參與者的客戶帳戶，包括客戶的行動電話號碼或電郵地址，或快速支付系統識別碼。
「監管規定」	指結算公司、本行、任何其他參與者、彼等各自的聯繫公司或集團公司或客戶不時受規限或被期望遵守的任何法律、規例或法庭判令，或由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所、業界或自律監管團體（不論於香港境內或境外）發出的任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）。

## 1.2 快速支付系統服務的範圍及使用條款

- (i) 本行向客戶提供快速支付系統服務，讓客戶使用快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施進行付款及資金轉帳。本行有權不時制定或更改快速支付系統服務的範圍及使用快速支付系統服務的條款及程序。客戶須接受及遵守此等條款及程序方可使用銀行服務。
- (ii) 本行可提供快速支付系統服務，以本行不時指定的幣別（包括港幣及人民幣）進行付款及資金轉帳。
- (iii) 客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理使用結算公司快速支付系統進行付款或資金轉帳的指示。
- (iv) 所有使用結算公司快速支付系統進行的付款或資金轉帳交易將按照銀行同業結算及交收安排（包括但不限於參與者及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。

- (v) 本行保留權利，隨時暫停或終止部份或全部銀行服務，而無需給予通知或理由。

### 1.3 帳戶綁定服務 - 登記及更改識別代號及相關紀錄

- (i) 客戶須於結算公司快速支付系統登記客戶的識別代號，方可經結算公司快速支付系統使用帳戶綁定服務收取付款或資金轉帳。本行有酌情權是否向客戶提供快速支付系統識別碼作為識別代號。
- (ii) 於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規則、指引及程序。客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代客戶登記或更改識別代號或任何相關紀錄。
- (iii) 倘客戶在任何時間為多個帳戶（不論該等帳戶於本行或於其他參與者維持）登記相同的識別代號，客戶必須將其中一個帳戶設置為預設帳戶。當客戶指示本行代客戶設置或更改預設帳戶，客戶即同意並授權本行代客戶向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設帳戶。

### 1.4 電子直接付款授權服務

客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的帳戶號碼或客戶識別號碼或代碼設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。

### 1.5 客戶的責任

- (i) 識別代號及帳戶現時真正的持有人或授權使用人

客戶只可為自己的帳戶登記客戶自己的識別代號，亦只可為自己的帳戶設置電子直接付款授權。客戶必須是每項識別代號及每個提供予本行登記使用帳戶綁定服務及電子直接付款授權服務的帳戶現時真正的持有人或授權使用人。當客戶指示本行代客戶登記任何有關快速支付系統的識別代號或帳戶，即確認客戶為相關識別代號或帳戶之現時真正的持有人或授權使用人。這對於行動電話號碼至為重要，皆因於香港行動電話號碼可被循環再用。

- (ii) 識別代號

任何客戶用作登記帳戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的



流動電話號碼或電郵地址必須與客戶於相關時間在本行紀錄上登記的聯絡資料相同。客戶明白並同意，本行、其他參與者及結算公司有權及可酌情無需通知及客戶同意，取消任何根據可用資料屬不正確或非最新的識別代號的登記。

(iii) 正確資料

(a) 客戶須確保所有客戶就登記或更改識別代號（或任何相關紀錄）或就設置電子直接付款授權提供的資料均為正確、完整、最新的且並無誤導。客戶須於合理切實可行情況下儘快以本行指定的形式或方法通知本行任何對資料的更改或更新。

(b) 在發出每項付款或資金轉帳指示時，客戶須對使用正確及最新的識別代號及相關紀錄負全責。客戶須就不正確或過時的識別代號或相關紀錄導致本行及結算公司快速支付系統作出任何不正確的付款或轉帳負全責並確保本行不致有損失。

(iv) 適時更新

客戶有完全責任向本行適時發出指示及提供資料變動或更新，以更改客戶的識別代號（或相關紀錄）或任何電子直接付款授權設置，包括但不限於更改客戶的預設帳戶，或終止任何識別代號或電子直接付款授權。客戶承認，為確保有效地執行付款及資金轉帳指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉帳，備存客戶最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。

(v) 更改預設帳戶

倘客戶或相關參與者因任何原因終止作為預設帳戶的帳戶（包括該帳戶被暫停或終止），結算公司的系統會自動按帳戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設帳戶。客戶如欲設置另一帳戶作為預設帳戶，客戶須透過維持該帳戶的參與者更改登記。

(vi) 客戶受交易約束

(a) 就任何付款或資金轉帳，當客戶向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對客戶具有約束力。

(b) 就登記識別代號或設置電子直接付款授權而言，當客戶向本行發出指示，該指示即屬不可撤銷，並對客戶具有

約束力。客戶可按照本行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

(vii) 負責任地使用快速支付系統服務

客戶必須以負責任的方式使用快速支付系統服務，尤其需要遵守下列責任：

- (a) 客戶必須遵守所有規管客戶使用快速支付系統服務的監管規定，包括就蒐集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。客戶不得使用快速支付系統服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途。
- (b) 凡向使用結算公司快速支付系統收取客戶付款或資金轉帳的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，客戶須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。
- (c) 倘本行向客戶提供快速支付系統識別碼作為識別代號，客戶不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

(viii) 其他有關付款及資金轉帳的責任

本行將按本部份及本協議的任何條文及其他相關條款下的適用條款處理客戶就快速支付系統服務的任何指示。客戶須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

(ix) 客戶須就獲授權人士負責

當客戶授權其他人士向本行發出有關使用快速支付系統服務的指示或要求（不論客戶為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織）：

- (a) 客戶須為每名獲客戶授權的人士的所有作為及不作為負責；
- (b) 任何本行收到並真誠相信乃由客戶或任何獲客戶授權的人士發出的指示或要求，均屬不可撤銷並對客戶具有約束力；及
- (c) 客戶有責任確保每名獲客戶授權的人士均會遵守本部份就其代客戶行事適用的條款。

## 1.6 本行的責任及責任限制

(i) 本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交客戶的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行客戶的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行客戶的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及客戶任何的識別代號（或相關紀錄）或電子直接付款授權設置或其他有關快速支付系統事項的狀況更新通知，本行會以其認為適當的方式及時間通知客戶。

(ii) 在不影響上文第 1.6(i)條或本協議的任何條文及其他相關條款下：

(a) 本行無須負責客戶或任何其他人士有關或因使用快速支付系統服務，或有關或因處理或執行客戶就有關快速支付系統服務或結算公司快速支付系統的指示及要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責引致；

(b) 為求清晰，本行無須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

(1) 客戶未遵守有關快速支付系統服務的責任；及

(2) 結算公司快速支付系統產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、錯誤或故障；及

(c) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士負責。

(iii) 客戶的確認及補償

(a) 在不影響客戶在本協議的任何條文及其他相關條款下提供的任何彌償或本行享有的任何其他權利或補償的影響下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供快速支付系統服務或客戶使用快速支付系統服務而可能引致或蒙受任何種類的責任、申索、

要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理免受損失。

- (b) 如任何責任、申索、要求、損失、損害賠償、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見且直接及完全因本行或本行人員、僱員或代理的嚴重疏忽或故意失責引致，上述補償即不適用。上述補償在快速支付系統服務終止後繼續有效。

## 1.7 蒐集及使用客戶資料

- (i) 為了使用快速支付系統服務，客戶可能需要不時向本行提供有關下列一名或多名人士的個人資料及其他資料：
  - (a) 客戶；
  - (b) 客戶付款或資金轉帳的收款人，或客戶設置電子直接付款授權的交易對方；及
  - (c) 如客戶為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，客戶的任何董事、人員、僱員、獲獲授權人士及代表。

本行不時就有關快速支付系統服務獲提供或由本行編制的個人資料及資訊統稱為「客戶資料」。

- (ii) 客戶同意（及如適用，客戶代表客戶的每名董事、人員、僱員、獲獲授權人士及代表同意）本行可為快速支付系統服務的用途蒐集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：
  - (a) 向客戶提供快速支付系統服務，維持及運作快速支付系統服務；
  - (b) 處理及執行客戶不時有關快速支付系統服務的指示及要求；
  - (c) 披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；
  - (d) 按需遵守的監管規定而作出披露；及

- (e) 任何與上述有關的用途。
- (iii) 客戶明白及同意客戶資料可能被結算公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作帳戶綁定服務及電子直接付款授權服務之用。
- (iv) 倘客戶資料包括客戶以外其他人士的個人資料(包括任何於上述第 1.7(i)(b)條 或 第 1.7(i)(c) 條指明的人士)，客戶確認客戶會取得並已取得該人士同意，就結算公司、本行及其他參與者按本條款指明的用途使用(包括披露或轉移)其個人資料及其他資料。

## 第四部份 有關網路銀行服務特定條文

本特定條文須與第一部份之銀行服務一般條文、第二部份之銀行服務特定條文及第三部份之有關快速支付系統的銀行服務特定條文一併閱讀。倘若該等條文與本條文存在差異，則以本第四部份的條文為準。

### 1. 服務範圍及修訂

- 1.1 本行將根據本條款及細則，並透過任何由本行建立，設立、運作及/或維持之互聯網網站，不時提供網路銀行服務及設施，以便客戶向本行發出網路指示及與本行聯絡，進行銀行事務或其他任何性質的買賣交易，及獲取本行提供之服務、產品及資料。
- 1.2 為免生疑問，任何由本行建立，設立、運作及/或維持之互聯網網站乃透過一個獨立服務供應商連接網路。該獨立服務供應商並非本行的代理人，而本行不會為該獨立服務供應商在任何方面的作為或不作為負責。
- 1.3 此外，本行可透過任何互聯網網站提供由任何其他人士（下稱「資料供應商」）提供之財務、市場或其他資料及數據（下稱「市場資料」），及以任何形式、媒介或途徑，提供由市場資料編製之報告（下稱「報告」）予客戶。互聯網網站之市場資料及報告祇供參考之用，並不擬用作交易或其他用途。本行或任何資料供應商均不應被視為客戶及（如適用）帳戶管理者（如下述定義）之投資顧問。本行或任何資料供應商對任何市場資料或報告之次序、準確性、真確性、可靠性、充裕性、時間性或完整性，或其是否適宜作任何用途概不作出保證、陳述或擔保，亦不會就客戶、帳戶管理者或任何其他人士因依賴市場資料或報告而承擔任何法律責任（不論為侵權或合約或其他方面）。
- 1.4 本行有絕對酌情權隨時決定並更改及修訂所提供之網路銀行服務範圍及類別，包括但不限於：
  - (i) 隨時增加、修改或削減網路銀行服務；
  - (ii) 制訂或更改適用於使用網路銀行服務之限制（包括但不限於，交易限額）；及
  - (iii) 指定及更改網路銀行服務之日常服務時間，以及任何服務類別或交易之每日截數時間。本行於適用之每日截數時間後接獲之任何客戶通過網路/電子銀行服務給予本行的指示，將被視為於下一營業日收到。本行可根據不同時區之市場運作時間，指定網路銀行服務的營業日及每日截數時間。

### 2. 適用性

- 2.1. 網路銀行服務只會在其所屬司法管轄區內合法容許之情況下提供。網路銀行服務與有關之資料並不擬提供予其他司法管轄區之人士通達或使用，除非此等通達或使用為法律所容許。進入此等網頁之人士應留意並遵守任何

適用之法律、規則及規例。

### 3. 帳戶操作

- 3.1 客戶需要就使用網路銀行服務而指定或登記專用帳戶(下稱「**指定帳戶**」)。因此，網路銀行服務不適用於非指定帳戶。
- 3.2 於銀行帳戶持有人多於一個人的情況下，例如聯名帳戶持有人或聯名銀行服務使用者、信託人或遺產代理人(視屬何情況而定)，該等聯名帳戶持有人或聯名銀行服務使用者、信託人或遺產代理人的每位均須按本行不時之要求簽署、審閱及修改與網路銀行服務相關之申請文件。
- 3.3 倘若客戶屬個人客戶，網路銀行服務僅供客戶專用。倘若客戶屬非個人客戶，則客戶須按照本行不時所規定之程序指派經本行准許之一名或多於一名人士(倘若客戶為獨資企業，則包括獨資經營者)使用網路銀行服務(下稱「**帳戶管理者**」)，而網路銀行服務僅供帳戶管理者使用，任何其他人士概無權使用。
- 3.4 客戶(倘若屬非個人客戶，則為客戶或帳戶管理者)使用網路銀行服務時須遵照本行於網路或以其他途徑提供之指引，選定使用者識別名稱(下稱「**使用者名稱**」)及密碼(下稱「**密碼**」)。以便識別客戶及/或帳戶管理者之身分。
- 3.5 客戶及(如適用)帳戶管理者可隨時更改密碼，惟任何密碼的更改均須於本行接納後方為生效。
- 3.6 客戶及(如適用)帳戶管理者須以真誠行事，並採取合理措施將使用者名稱及密碼保密。無論任何時間或情況，客戶及(如適用)帳戶管理者均不得將使用者名稱及/或密碼向其他人士披露。
- 3.7 使用者名稱及密碼將以本行不時規定的方式送發予客戶，而客戶需就有關送發的方式自行承擔風險。
- 3.8 倘若屬聯名戶，使用者名稱及密碼將以本行不時規定的方式及形式提供予所有帳戶持有人。任何或所有聯名帳戶持有人將有權及被賦予全面的權力及授權操作指定帳戶，另有書面約定者除外。
- 3.9 客戶(倘若屬非個人客戶，則為客戶或帳戶管理者)如知悉或懷疑使用者名稱、密碼、電子憑證及/或私密金鑰為未經授權人士所知悉，或被用作未經授權用途，須盡快親身通知本行，或以電話或根據本行不時指定之其他方式通知本行(本行可要求客戶以書面確認所提供之資料)。在本行實際收到該等通知前，客戶及(如適用)帳戶管理者須就任何及所有因未經授權人士使用網路銀行服務或作未經授權用途負責。
- 3.10 倘若使用者名稱及/或密碼不慎或未經授權而為其他人士知悉，客戶及(如

適用)帳戶管理者須負全責。而使用者名稱及/或密碼被未經授權人士使用或被用作未經授權用途之責任，均由客戶及(如適用)帳戶管理者承擔。

- 3.11 任何提供使用者名稱及密碼之指示一經發出，如未得本行同意，概不得全部或部份地註銷或撤回。所有此等已作出之指示，不論由客戶或帳戶管理者或任何聲稱為客戶或帳戶管理者之人士發出，如經本行以真誠予以理解及執行後，即不可撤回及對客戶及(如適用)帳戶管理者具有約束力。除非本行在未執行有關指示前實際知道有關指示是一個重覆指示，否則本行可視客戶及帳戶管理者的該重覆指示為一個獨立指示並予以執行，而毋須為客戶及帳戶管理者可能由此產生的任何損失負責。除核對使用者名稱及密碼外，本行並無責任核證作出該等指示之人士之身分或授權，或此等授權之真確性。

#### **4. 客戶之權利及義務**

- 4.1 客戶可向本行發出不少於 5 個營業日之事先書面通知後而隨時終止使用網路銀行服務，惟本行於本條款及細則項下之累計權利將不受影響。
- 4.2 客戶及/或帳戶管理者激活網路銀行服務時，須首先於網上登記，或以其他本行不時指定之方式登記，並表明接納使用網路銀行服務所須遵守之一切條款及細則，客戶及/或帳戶管理者並須提供本行合理地指定作為確認客戶及/或帳戶管理者身分的資料。
- 4.3 一經登記使用網路銀行服務，客戶及/或帳戶管理者保證及承諾就網路銀行服務而提供予本行之所有資料乃屬真確、準確、完整及最新的資料。
- 4.4 客戶及(如適用)帳戶管理者不得使用或在知情下容許任何其他人士使用網路銀行服務、市場資料及/或報告作任何非法目的或活動。客戶承認並同意，作為使用網路銀行服務發出指示的一項條件，倘若發生下述事項，客戶會即時通知本行：-
- (i) 客戶已經透過網路銀行服務發出指示，但並無收到指示編號或對指示或其執行的準確確認(不論是以書面形式、電子還是口頭方式作出)；
  - (ii) 客戶收到一項並非由客戶發出的指示的確認(不論是以書面形式、電子還是口頭方式作出)，或確認有誤差或異常；
  - (iii) 客戶獲悉任何人士正在進行或嘗試進行第 5.1 條條文所載列的任何行動；
  - (iv) 客戶獲悉有未獲授權及/或非法使用客戶使用者名稱或密碼的情況；或
  - (v) 客戶在使用網路銀行服務時遇到困難。



- 4.5 客戶（倘若屬非個人客戶，則為客戶或帳戶管理者）於登入網路銀行服務及向本行發出網路指示前，須先鍵入使用者名稱及密碼。就網路銀行服務而發出之指示必須按本行不時指定之方式進行及於本行實際收到後，始視為經由本行收妥。
- 4.6 倘若屬非個人客戶，客戶及帳戶管理者須共同及分別承擔本條款及細則所述之責任及義務，而本行根據所收到之指示進行之所有交易及提供的服務於各方面對客戶及帳戶管理者均具約束力。客戶及帳戶管理者不可撤銷地授權本行按照指示於有關帳戶作出提存或轉帳。客戶及帳戶管理者須確保有關指定帳戶具備充足款項或已作妥信貸安排以執行任何指示。本行不會就因存款及/或信貸額不足而未予執行之任何指示所產生或與其有關之任何後果承擔責任。然而，在存款或信貸額不足之情況下，本行可全權酌情執行任何指示而毋須事先獲客戶及帳戶管理者同意或向彼等發出通知，而客戶及帳戶管理者須對因此而產生之任何透支、墊支或借項承擔全部責任。
- 4.7 本行將在網路發出已收訖指示及/或已透過網路銀行服務執行交易之通知或確認。此等通知或確認一經傳送，即視為客戶及（如適用）帳戶管理者經已收到，客戶及（如適用）帳戶管理者須負責查核該等通知或確認。倘若在收取同類通知或確認通常所需之時間內尚未收到有關通知或確認，客戶及（如適用）帳戶管理者有責任向本行查詢。
- 4.8 除本條款及細則之其他條文規定外，倘若屬非個人客戶：—
- (i) 就本行提供網路銀行服務的履行、行使及保持本條款及細則所述之責任、權力及權利，本行可要求客戶及帳戶管理者簽署本行認為必須或適宜之任何表格及/或文件，並提供任何資料及履行有關行為；
  - (ii) 客戶同意，在客戶及/或本行所設定使用網路銀行服務之任何每日限額或其他限制之規限下，帳戶管理者可發出指示，以其認為適當之任何方式操作任何及所有指定帳戶（包括但不限於自指定帳戶中提取及/或轉撥款項予其本身及/或任何其他人士，不論是否供其本身使用及為其利益）。客戶授權本行按照本條款及細則執行所有指示，並確認本行並無責任核證任何指示是否恰當或正確；
  - (iii) 客戶有責任採取適當措施，不時監察及控制網路銀行服務之使用，委任及更改帳戶管理者及指定帳戶，以及採取適當安全措施以防止網路銀行服務被未獲授權人士使用或被用作未經授權或非法之用途，包括但不限於，就帳戶管理者可於指定帳戶扣除、提取或轉撥之款項設定每日最高限額或其他限制；及
  - (iv) 客戶可指定任何指定帳戶，授權帳戶管理者透過使用網路銀行服務（而不得透過任何其他方式）單獨操作該等帳戶，不論現時就操作此等帳戶（包括任何交易限額）有任何適用之相反條文或協議。為免生疑問，任何該等相反條文或協議應被視作修訂至可使本第

4.8(iv)條分條款具有效力。

- 4.9 除非引用下述第 4.10 條分條款，否則因客戶、帳戶管理者或任何其他人士（不論是否獲得授權）使用網路銀行服務及/或因使用網路銀行服務取得任何市場資料或報告或任何其他資料而引致之後果，均由客戶及（如適用）帳戶管理者全部承擔。
- 4.10 根據上述第 3.9 條分條款之限制，及本行合理地認為客戶及（如適用）帳戶管理者並無疏忽、欺詐或錯失，則客戶及帳戶管理者毋須就下述原因引致網路銀行服務被未經授權交易而產生損失或資金錯置負責：—
- (i) 若本行採納第 6.5 條分條款之風險監控措施而能避免之電腦罪行；
  - (ii) 本行之人為或系統失誤；或
  - (iii) 因本行、本行之職員或僱員重大疏忽而導致之未有付款或錯誤付款。
- 4.11 客戶及（如適用）帳戶管理者須提供本行為提供網路銀行服務而不時合理地要求之資料。
- 4.12 客戶及（如適用）帳戶管理者授權本行可根據本行執行交易所在之任何司法管轄區之任何法律、規則或規例，或該等司法管轄區之任何交易所、政府或監管機構之要求（不論是否在法律強制下），將有關客戶、帳戶管理者、帳戶及/或本行代客戶及/或帳戶管理者執行之交易之一切資料，披露及轉移予任何人士。
- 4.13 除非引用上述第 4.10 條分條款，或由於本行、任何資料供應商及其各自之職員或僱員之重大疏忽或故意失責所引致，否則客戶須承擔（及倘若屬非個人客戶，則客戶及帳戶管理者須共同及分別承擔）賠償本行、任何資料供應商及其各自職員及僱員因提供網路銀行服務、資料及/或報告或行使或維持本行在本條款及細則下賦予之權力及權利所招致之任何法律行動或訴訟而承受之一切法律責任、索償、要求、損失、損害賠償、訟費、任何形式之費用及支出（包括但不限於按全數彌償基準支付之法律費用）。
- 4.14 客戶及（如適用）帳戶管理者須自費取得及保養合適的電腦設備、軟件及與網際網路之間的連接以便使用網路銀行服務。客戶及（如適用）帳戶管理者須自行負責因使用網路銀行服務而引致的一切電話費、網路服務費及其他費用。倘客戶及（如適用）帳戶管理者因其不合適的設備、軟件或連接導致不能使用網路銀行服務或在其螢幕上顯示有關網路銀行服務的不正確陳述，本行不會為客戶及（如適用）帳戶管理者由此產生的損失負上任何責任。

## 5. 客戶之確認

- 5.1 客戶及（如適用）帳戶管理者承認網路銀行服務、本行的網頁以及構成上述服務的軟件均為本行專有。客戶承諾和保證不會和不會嘗試以任何方式改變、修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改

網路銀行服務、本行的網頁以及構成上述服務的軟件的任何部分。客戶亦不會嘗試在未獲授權及／或是非法的情況下使用上述任何部分網路銀行服務。倘若客戶在任何時間違反上述承諾和保證，客戶同意本行有權不經通知即時終止客戶的任何和所有指定帳戶，客戶亦承認本行可就對客戶採取法律行動。客戶承諾在知悉任何其他人士從事本條文所載列的任何上述行動時，會即時通知本行。

- 5.2 客戶理解本行不會對透過網路銀行服務向客戶提供之市場數據或任何市場資料的及時性、次序、準確性或完整性作出任何陳述或保證。
- 5.3 客戶及（如適用）帳戶管理者承認有責任自行透過其慣常之買賣渠道，獨立決定買賣之市價、利率及兌換率；並有責任在依賴任何市場資料及/或報告或據此行事前，自行予以核證。同時，客戶及（如適用）帳戶管理者亦有責任就使用網路銀行服務、市場資料及報告、本條款及細則及進行之任何買賣交易在所有適用法律下對客戶及（如適用）帳戶管理者可能產生之影響，尋求法律、財務、稅務及其他方面的獨立專業意見。
- 5.4 客戶理解，對於設置連結到本行的網頁的其他網站或任何方式上的所有內容，本行不負有任何責任。客戶須自行承擔進入或使用該等網站或資源的全部風險，並受到適用於登入或使用該等網站或資源的任何使用條款的約束。本行的網頁所提供的任何其他網站的超連結僅供參考。本行不應被視為擁有、贊同、推薦、核准、擔保或介紹任何第三方或於其網站上提供(不論直接或間接)的任何服務或產品，或與該等第三方或網站有任何形式的合作關係。
- 5.5 本行為回覆網上查詢而透過互聯網網站或其他媒介提供之任何兌換率、利率、買賣報價或其他價格及資料僅供參考之用，並不對本行具任何約束力。儘管本行曾提供不同之兌換率、利率、報價及資料，客戶及（如適用）帳戶管理者一經接納本行就有關交易而提供之任何利率、兌換率、報價及資料，即對客戶具有約束力。
- 5.6 客戶及（如適用）帳戶管理者承認經由互聯網傳送之指示、資料或通訊，可能會出現時差。
- 5.7 客戶及（如適用）帳戶管理者承認，倘客戶及（如適用）帳戶管理者有權從第三方收款者獲得退款或與第三方收款者有爭執，客戶及（如適用）帳戶管理者必須直接聯絡有關第三方收款者。本行不會為客戶及（如適用）帳戶管理者由此產生的任何損失負責，亦無責任跟進任何該等爭執。

## **6. 本行之權利**

- 6.1 本行祇會執行本行認為合理可行之指示，並將遵照本行正常業務慣例及程序行事。
- 6.2 於互聯網網站提供有關任何帳戶或交易之資料均僅供參考之用。除非能提

供相反證明，否則概以本行對此等帳戶及交易以及任何使用網路銀行服務之紀錄為準。

- 6.3 本行有權執行任何付款及要求客戶及(如適用)帳戶管理者按本行所訂明之貨幣進行付款。倘需要將一種貨幣兌換為另一種貨幣，須按本行在當時有關外匯市場之當時兌換率而釐訂之兌換率進行，有關兌換率對客戶及帳戶管理者而言，均屬具終局性，並具有約束力。
- 6.4 本行保留可就使用及/或終止網路銀行服務而收取費用及調整此等收費之權利。本行可不時釐訂任何有關之收費及於該等收費生效前向客戶發出合理通知。如客戶於生效日期或以後仍繼續使用網路銀行服務，此等收費即對客戶具有約束力。本行並將指定向客戶收取收費之方式及相隔期間。
- 6.5 本行將根據適用於本行之任何法律、規則、規例、指引、通函、守則及現行市場習慣，採取合理可行之步驟，以確保與網路銀行服務有關之系統已裝置足夠之保安設施，並於系統運作時，對有關風險予以監控。
- 6.6 本行、任何聯營公司或任何資料供應商，均不保證或聲明網路銀行服務、資料及報告不含有任何對客戶及(如適用)帳戶管理者之硬件、軟件或設備構成不利或不良影響之病毒或其他破壞性程式。
- 6.7 在本行的「關於《個人資料(私隱)條例》的通告」所容許的範圍內，本行可下載資料，包括識別客戶及(如適用)帳戶管理者的數據於其電腦或用以接駁的設備之內。
- 6.8 本行可隨時暫停或終止所有或任何網路銀行服務或客戶及(如適用)帳戶管理者之使用權，而毋須給予通知或理由。
- 6.9 本行可隨時及毋須另行通知下，動用客戶之任何帳戶及(如適用)帳戶管理者之任何帳戶(不論以客戶或帳戶管理者之名義，或以客戶或帳戶管理者及任何其他人士之名義開立)中任何貨幣之任何貸方結餘，作為償還客戶或帳戶管理者根據本條款及細則拖欠本行之任何債項(不論以任何身分及屬實際或或然債項，亦不論是客戶或帳戶管理者本身拖欠或是客戶或帳戶管理者連同任何其他人士拖欠的債項)。
- 6.10 在不影響其他法律賦予本行的權利及權力的情況下，本行有權行使留置權留置客戶及(如適用)帳戶管理者存放於本行或由本行持有或控制之所有資產，(不論本行是否在一般銀行業務運作下，或其他理由接受客戶及(如適用)帳戶管理者託管)。本行有權處理、處置或出售此等資產，用以償還客戶或帳戶管理者拖欠本行之債項。
- 6.11 受限於適用之法律、規則及規例，本行可隨時及不時修訂適用於網路銀行服務的條款及細則及/或加入額外條文。有關任何修訂及/或增補本條款及細則，在本行向客戶，如客戶有委任帳戶管理者，則向客戶及/或帳戶管理者，提前 30 日發出通知，而有關通知可在互聯網網站發佈，或按照本行

認為合適之方式展示、公告或刊登滿 30 日後生效。倘若客戶及（如適用）帳戶管理者在修訂生效當日或之後繼續維持或使用網路銀行服務，則有關修訂將對客戶及（如適用）帳戶管理者具有約束力。若本行要求客戶確認接受有關任何的修訂及/或加入之額外條文，客戶授權及指示本行可接受帳戶管理者代表客戶確認接受有關之修訂，而客戶亦須因此而受到約束。

- 6.12 在不影響其他於本條款及細則的條文的情況下，本行可不時根據本條款及細則發出各類的通知訂明其通知之形式（不論為書面通知或其他方式）及通訊方式。

## **7. 本行之義務**

- 7.1 於法律容許的範圍內，除非由於本行之嚴重疏忽或故意失責所引致，並僅以由此直接引起的直接及可合理預見的損失及損害（如有）或相關交易的金額（以較少者為準）為限，本行概不會就由以下所引致之後果，而向客戶或任何其他人士承擔任何法律責任或責任：—

- (i) 由客戶（倘若屬非個人客戶，則帳戶管理者）或任何其他不論是否獲授權之人士使用網路銀行服務及/或取得任何資料；
- (ii) 在提供網路銀行服務、傳送與網路銀行服務有關之指示或資料或與互聯網網站連線時因任何行為、遺漏或本行所能合理控制範圍以外之情況，包括但不限於通訊網路失靈、提供服務之第三者之作為或不作為、機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何法律、規則、規例、守則、指令、監管指引或政府命令（不論是否具法律效力）而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障；及
- (iii) 透過任何通訊網路供應商之系統、設備或儀器傳送及/或儲存任何與客戶及或帳戶管理者依據網路銀行服務進行服務及/或交易或買賣有關之資料及/或數據。

- 7.2 在任何情況下，本行或任何資料供應商，毋須對客戶、帳戶管理者或任何其他人士就任何偶發性、間接、特殊或相應或懲罰性損害賠償負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。

## **8. 市場資料、知識產權及資料供應商**

- 8.1 客戶及（如適用）帳戶管理者承認及同意網路銀行服務、市場資料、報告及其形式、格式、模式或編製之方式、選擇、配置、展示及表達方式（統稱「**保密資料**」），均屬本行及有關資料供應商之商業秘密、機密及所有權財產。
- 8.2 除本條款及細則另有明文許可外，客戶及（如適用）帳戶管理者不得及不可試圖：

- (i) 將保密資料上顯示之任何所有權標記(包括但不限於任何商標或版權通告) 移除、塗改、擦去、遷移或更改；
- (ii) 出售、轉讓、披露、轉達、出讓、批租、分租、分享、借出、分派、傳輸、廣播、電纜廣播、傳閱、下載、複製、複印，或在其他情況下以任何方式及任何方法向任何其他人士提供或發放任何保密資料，作商業用途；或
- (iii) 將保密資料與任何其他程式結合或合併。

8.3 以下之披露限制並不適用於任何保密資料：

- (i) 在客戶或帳戶管理者向本行發出同意披露之書面通知後；
- (ii) 法律強制規定之披露，惟只限於法律規定之範圍；或
- (iii) 本行已書面明確同意有關之披露。

8.4 客戶及(如適用)帳戶管理者同意有關保密資料之一切權利、所有權及權益，以及任何及所有有關版權、專利權、商標、服務標記、所有權財產、商業秘密及專有作品，均屬本行及有關資料供應商之獨家財產。此等權利、所有權或權益(除根據本條款及細則使用網路銀行服務、資料及報告外)均不得轉移或轉讓予客戶或帳戶管理者。客戶及(如適用)帳戶管理者亦不得作出顯示其持有任何此等權利、所有權或權益之任何陳述、聲明或作為。

8.5 資料供應商可就其提供之任何資料隨時制訂有關之條款，並將事先通知該等條款生效日期。客戶及(如適用)帳戶管理者於條款生效當日或之後使用該等資料，即表示客戶及帳戶管理者接納該等條款。

## 9. 帳戶整合服務

9.1 本行聯同華南銀行台灣總行(「總行」)向在本行及總行分別開設帳戶，並就該等帳戶分別使用本行的網路銀行服務及總行的網路銀行業務服務(「總行網路銀行服務」)之客戶提供帳戶整合服務(「帳戶整合服務」)，客戶及(如適用)帳戶管理者可在向總行申請後，通過總行網路銀行服務登錄其於總行設置的網路銀行帳戶後，直接操作其於本行的指定帳戶。客戶通過總行網路銀行服務鍵入登入名稱、密碼、電子憑證及/或私密金鑰並登入其於總行的網路銀行帳戶後，毋須再次鍵入使用者名稱及密碼便能操作其於本行的指定帳戶。

9.2 僅就本條而言，「客戶」指任何獲總行批准使用帳戶整合服務之本行客戶。

9.3 本條款及細則經作出必要修訂後只適用於客戶使用帳戶整合服務進入其於本行的指定帳戶後所發出之指示及/或獲取之服務、產品及資料。客戶從

其於總行設置的網路銀行帳戶所發出之任何指示或獲取之任何服務、產品及資料均由總行不時修訂的網路銀行業務服務約定書所規管。

- 9.4 為免生疑問及在不損害第 3.11 條的情況下，倘客戶及（如適用）帳戶管理者使用帳戶整合服務進入指定帳戶並發出指示，則該等指示會被視為與提供使用者名稱及密碼之指示具有同等約束力。本行之法律責任將受限於第 7 條所述之範圍。

## **10. 其他**

- 10.1 為使本條款及細則之所有規定之涵義有效，本條款及細則之所有條款及條文在暫停或終止網路銀行服務及/或使用網路銀行服務時仍然有效，並且於有關之暫停或終止後仍具十足效力及作用。儘管有此等暫停或終止，只要本條款及細則乃與客戶及（如適用）帳戶管理者仍須履行之任何義務或法律責任有關，客戶及（如適用）帳戶管理者將仍須繼續受本條款及細則約束。

- 10.2 網路銀行服務為客戶提供操作帳戶、進行買賣交易及獲取本行不時提供之服務、產品、資料、貨物、利益及優惠之額外途徑。使用網路銀行服務而進行之買賣交易，須受本條款及細則、本行之重要聲明及其他適用政策之規管。所有其他規管有關帳戶、交易、買賣、服務、產品、資料、利益及優惠之條款仍將適用於網路銀行服務。然而，若當中存在任何差異，使用網路銀行服務時將以本條款及細則為準。

## 附表

### 關於《個人資料（私隱）條例》（「《條例》」）

1. 客戶及其他個人(包括但不限於銀行/金融服務及授信申請人、擔保人及為銀行授信提供擔保或保證的人仕、企業客戶的要員、經理、股東及董事、及其他訂約方)(統稱「資料當事人」)在開立或維持帳戶、設立或延續銀行授信或要求華南商業銀行股份有限公司(下稱「本行」)提供銀行、金融或其它服務、或向本行及本行客戶提供物資及其它服務時，需要向本行提供有關的資料。
2. 如未能提供該等資料，可能會使本行無法開立或維持帳戶、提供或延續銀行授信、提供銀行、金融或其它服務，或使本行無法接受或繼續向本行及本行客戶提供物資及其它服務。
3. 在本行與資料當事人進行日常業務往來的過程中，本行亦會蒐集資料當事人的資料，例如：當資料當事人發出支票、存款、申請信貸、提供指示、或取用或或以其他方式進行作為本行所提供服務一部分的交易時。本行亦會向第三方（包括客戶因本行產品及服務的推廣以及申請本行產品及服務而接觸的第三方服務供應商）收集與資料當事人有關的資料。
4. 資料當事人的資料可能會被用作下列用途：
  - (i) 考慮及評估客戶有關本行產品及服務的申請；
  - (ii) 由銀行提供或向銀行或其客戶提供的日常銀行、金融、及/或其它服務/授信或其運作（包括但不限於提供信用卡、扣帳卡服務及透過互聯網提供的服務）；
  - (iii) 向信貸資料服務機構提供相關資料；
  - (iv) 向其它金融機構或其他人士提供資料當事人的銀行資信證明；
  - (v) 處理銀行、金融、及/或其它服務/授信的申請；
  - (vi) 向信貸資料服務機構、信貸查詢機構或其他人士進行借貸及其它狀態審查（包括但不限於申請授信或就該授信進行定期或特別審查或續期，該審查或續期通常最少每年進行一次）及追收債務；
  - (vii) 確保資料當事人維持良好信譽；
  - (viii) 建立及維持與本行信貸及風險相關的計分模型；
  - (ix) 協助其它金融機構進行信貸審查及追收債務；
  - (x) 在任何其它銀行、金融機構、認可信貸資料服務機構或信貸查詢機構要求下，向其提供資料當事人或其帳戶的狀況報告；
  - (xi) 研究及設計本行的銀行、金融、投資及保險服務或有關產品，以供資料當事人使用；
  - (xii) 推廣服務、產品及其他標的（詳情請參閱以下第六段）；
  - (xiii) 確定對資料當事人應付的金額或向其應收的金額；
  - (xiv) 履行財資管理職能；



- (xv) 強制資料當事人履行其義務，包括但不限於向資料當事人追收欠債及向任何為資料當事人的債務提供抵押、擔保或其它信用支持的人士（統稱為「信用支持提供者」）追收欠款；
  - (xvi) 幫助本行或本行的任何控股公司、子公司、關聯公司和/或它們的任何分行、辦事處或單位（不論是否位於中華人民共和國香港特別行政區（「香港」））（統稱為「本集團」，每一方稱為「本集團成員」）的實際或擬承繼人、或本行對資料當事人的權利及/或義務的實際或擬受讓人、承讓人、參與人或附屬參與人（包括但不限於實際或擬押記權人、實際或擬受讓人、或在本行對資料當事人的權利的其它擔保或抵押物的實際或擬接受方），或實際或建議購買本行全部或任何部分業務或股權的人士，就該繼任、轉讓、轉移、參與、附屬參與或購買（包括但不限於任何擔保或抵押物安排）下的交易進行評估；
  - (xvii) 銀行的日常業務用途，包括但不限於為本行提供行政及資料處理服務；
  - (xviii) 履行根據下列適用於本行或任何其他本集團成員或本行或任何其他本集團成員被期望遵守的就披露及使用資料的義務、規定或安排：
    - (a) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如，《稅務條例》及其條文，包括關於自動交換財務帳戶資料之條文）；
    - (b) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如，稅務局作出或發出的指引或指南，包括關於自動交換財務帳戶資料的指引或指南）；
    - (c) 本行或任何其他本集團成員因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
  - (xix) 遵守本集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
  - (xx) 本行在提供任何特定服務或設施的用途；及
  - (xxi) 與上述任何事項有關的用途及本行可就所有或任何該等用途進行「核對程序」（按《條例》的定義）（不論是否對資料當事人採取任何不利行動）或就任何或全部該等用途進行資料比較。
5. 本行將對所持有的資料當事人的資料保密，但本行可能會因上述第四段所列出的任何用途將該等資料提供予下列人士（不論其是否位於香港）：
- (i) 任何其他本集團成員；

- (ii) 本行或任何其他本集團成員根據對本行或任何其他本集團成員具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或任何其他本集團成員遵守的任何指引或指導，或根據本行或任何其他本集團成員向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
- (iii) 本行的專業顧問（包括但不限於其稽核人員及法律顧問）；
- (iv) 任何向本行提供與其業務運作有關的行政、數據處理、電訊、電腦、付款、證券結算或其它服務（不論該服務是否於香港提供）的代理人、承包商或服務供應商或人士（不論其是否本集團成員）（包括但不限於信貸資料服務機構、評級機構、保險商或保險經紀、直接或間接的信用保障提供者及，在發生違約事件時，任何債務催收公司）；
- (v) 客戶因申請本行產品及服務而選擇接觸的第三方服務供應商；
- (vi) 已承諾就該些信息保密的包括本集團成員在內的任何其他人士；
- (vii) 參與並為了向資料當事人提供銀行服務或產品的任何代名人、受託人、共同受託人、中央證券存管處、註冊處、保管人、經紀、交易商或其他人士；
- (viii) 資料當事人曾經或將會與其有交易往來的任何金融機構；
  - (a) 本行或任何其他本集團成員的任何實際或擬繼承人；
  - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
  - (c) 第三方獎賞、客戶或會員、合作品牌及優惠計畫供應商；
  - (d) 本行及本集團成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；
  - (e) 慈善或非牟利機構；及
  - (f) 就以上第 4(xii)條列明的用途而被本行任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。

該等資料可能被轉移至香港境外。

- (ix) 任何本行對資料當事人的權利的實際或擬受讓人、參與人、附屬參與人或承讓人，包括但並不限於上述第 4(xvi)條提及的擔保/抵押物的實際或擬持有人、香港按揭證券有限公司（「香港按揭公司」）或其他依據與香港按揭公司就本行出售按揭或其它抵押品訂立的合約安排而有需要或有必要的人士，或任何跟據上述第 4(xvi)條提及的購買本行全部或任何部分業務或股份權益的人士；

- (x) 香港或其它地方的訴訟、仲裁、調查、規管程序或步驟的範圍內所要求的任何人士；
  - (xi) 支付予資料當事人支票的出票人的銀行，以向出票人確認該支票支付予資料當事人；
  - (xii) 任何持有資料當事人同意的證明，要求本行提供有關資料當事人資料的人士；及
  - (xiii) 任何其他得到資料當事人書面同意的人士。
6. 本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：
- (i) 本行可能把本行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
  - (ii) 可用作促銷下列類別的服務、產品及促銷標的：
    - (a) 財務、保險、信用卡、銀行及相關服務及產品；
    - (b) 獎賞、客戶或會員或優惠計劃及相關服務及產品；
    - (c) 本行合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
    - (d) 為慈善及/或非牟利用途的捐款及捐贈；
  - (iii) 上述服務、產品及促銷標的可能由本行及/或下列各方提供或（就捐款及捐贈而言）徵求：
    - (a) 本集團成員；
    - (b) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
    - (c) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
    - (d) 本行及本集團成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
    - (e) 慈善或非牟利機構；
  - (iv) 除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上第6(i)段所述的資料提供予以上第6(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行為此用途須獲得資料當事人書面同意（包括表示不反對）。
  - (v) 本行可能因如以上第6(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於以上第6(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

- (vi) 如資料當事人不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本行行使其選擇權拒絕促銷。
7. 根據《條例》的條款，任何個人有權：
    - (i) 查詢本行是否持有其資料紀錄並查閱該等資料；
    - (ii) 要求本行更正任何有關其的不正確資料紀錄；及
    - (iii) 要求本行澄清本行的資料蒐集政策和常規，並向其提供本行所持有的其個人資料的類別；
  8. 根據《條例》的條文，本行有權就處理查詢個人資料紀錄的要求收取合理費用。
  9. 本行或任何按上述第 5 段所指自銀行處取得該等資料的人士可將資料當事人的資料在其認為合適的國家或地區使用、處理或保存、或向其認為合適的國家或地區披露或傳送。該等資料亦可按照當地常規及法律、規定或指引（不論是否具法律效力）或該國家或地區的法庭命令予以披露。
  10. 任何有關查閱或改正資料，或索取本行關於資料政策及常規或所持有的資料種類的信息的要求，應向下列人士提出：

法遵主管  
華南商業銀行股份有限公司  
香港灣仔港灣道 18 號  
中環廣場 56 樓 5601 至 03 室  
電話: [852-2824 0288]  
傳真: [852-2824 2573]

11. 本通告並未載有任何內容限制客戶根據《條例》可享有的任何權利。
12. 本通告的中文本及英文本如有任何差異，概以英文本為準。

**These Terms and Conditions will create legal obligations and liabilities on your part. You are strongly advised to read and understand the terms and conditions thereof carefully and to seek independent legal advice before you agree to be bound by these Terms and Conditions.**

**TERMS AND CONDITIONS OF BANKING SERVICE**

**PART I GENERAL PROVISIONS FOR BANKING SERVICE**

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“Account Mandate” means the Account Opening Form, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Bank in relation to giving instructions of the opening, operation, maintenance or closing of the Bank Account and/or the Banking Service.

“Account Opening Form” means the documents in the form prescribed by the Bank from time to time for opening account(s) with the Bank.

“Agreement” means the agreements for the Bank Account and the Banking Service entered into between the Customer and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, these Terms and Conditions and any authority delegated and all other documents signed by the Customer to the Bank in respect of the Bank Account and the Banking Service or any one of them.

“Applicable Laws” means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory authority which are applicable to the transactions contemplated hereunder from time to time.

“Associate” means a company or body corporate which is the Bank’s direct or indirect holding companies,

subsidiaries or affiliated companies or the Bank's other branches, in Hong Kong or elsewhere.

- “Authorized Person” means, the person(s) authorized by the account holder(s) and accepted by the Bank for or in connection with the establishment, operation, maintenance or closing of the Bank Account or utilizing the Banking Service from time to time.
- "Bank" means Hua Nan Commercial Bank, Ltd. Hong Kong Branch and its successors and assigns.
- “Bank Account” means any one or more or all of savings account, current account, time deposit account, reserve account and any other forms of accounts of similar nature now or hereafter maintained in the Customer's name with the Bank.
- “Banking Service” means the services in respect of the Bank Account or any other similar forms of bank accounts and other types of banking service, including, without limitation, remittance service provided or to be provided by the Bank to the Customer from time to time.
- “Business Day” means a day when banks are generally open for business in Hong Kong (excluding Saturdays and Sundays) and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon.
- “China” means the People's Republic of China.
- "Customer" means each Customer to whom the Bank provides Banking Services and, where the context permits, includes any person authorised by the Customer to give instructions or requests to the Bank in connection with the use of the Banking Services.
- “Correspondent Agent” means anyone who acts as the Bank's agent in executing transactions for or providing service to the Customer in Hong Kong or elsewhere including, and without limitation, correspondent bank, custodian, sub-custodian, nominee, broker or dealer.

“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hong Kong Dollars”	means the lawful currency for the time being of Hong Kong.
“HKMA”	means the Hong Kong Monetary Authority.
“Hong Kong Resident”	means, for the purpose of these Terms and Conditions, an individual who is a holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction.
“Non Hong Kong Resident”	means, for the purpose of these Terms and Conditions, an individual who is not a Hong Kong Resident.
“Renminbi”	means the lawful currency of China for the time being.
“PBOC”	means the People’s Bank of China and its successors or assigns.
“Signing Requirement”	means the signing requirement of the person(s) with authority to open, operate, maintain and close the Bank Account and/or use or terminate the Banking Service subject to change from time to time and accepted by the Bank.
“US Person”	means a person as defined in Regulation S of the United States Securities Act of 1933, which includes, but is not limited to, a national or resident of the United States and any partnership, corporation or other entity organised or created under the laws of the United States or of any political subdivision thereof.

- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
- 1.3 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
- 1.4 References in these Terms and Conditions to clauses, sub-clauses and schedules are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and schedules to these Terms

and Conditions.

- 1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
- 1.6 Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
- 1.7 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.

## **2. BANKING SERVICE**

- 2.1 Upon and subject to these Terms and Conditions and to such extent as the Bank shall consider fit, the Bank shall provide the Customer with one or more or all of the Banking Service.
- 2.2 The Banking Service shall be provided to the Customer within the office hours as determined by the Bank from time to time in the Bank’s absolute discretion.
- 2.3 The Bank is at liberty to withdraw, cancel or revoke the Banking Service in whole or in part at any time.
- 2.4 Without prejudice to the foregoing provisions, the Bank reserves its right to expand, modify, adjust or reduce the scope of the Banking Service provided to the Customer by the Bank from time to time provided always that due notice in relation to such expansion, modification, adjustment or reduction will be given to the Customer in accordance with all applicable laws, rules, regulations, guidelines, circulars and codes of conduct.

## **3. INSTRUCTIONS**

- 3.1 In accordance with the Account Mandate from time to time provided to the Bank by the Customer, the Customer agrees to give instructions to deal with all the matters in connection with the Bank Account and the Banking Service.
- 3.2 The Customer authorizes and requests the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on the Customer’s behalf drawn upon, or addressed to, or made payable with, the Customer whether any of the Bank Account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank’s



right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

- 3.3 The Customer authorizes and requests the Bank to honour and comply with any orders to withdraw any or all money on any of the Bank Account and with any instructions to deliver, dispose of, or deal with, any securities, deeds or documents or other property, including security boxes and their contents, whatsoever from time to time in the Bank's possession for the Bank Account whether by way of security, safe custody or otherwise.
- 3.4 The Bank shall be entitled to act upon instructions it genuinely believes to be from the Customer or from the Authorized Person on the Customer's behalf. Where the Bank considers fit, the Customer is required to sign a form prescribed by the Bank to confirm the Customer's verbal instruction (if so accepted by the Bank). Once given, instructions may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank's consent.
- 3.5 The Bank reserves its right to refuse to accept or act in accordance with any instruction without any obligation to give any reason therefor. If the Bank declines an instruction, the Bank will take all reasonable steps to notify the Customer promptly of this but subject to this will not be liable for any failure to do so.

#### **4. AUTHORIZED PERSON**

- 4.1 Upon the appointment of the Authorized Person, the Customer is required to notify the Bank in writing and provide the Bank with the Authorized Person's particulars (whether personal or otherwise) and specimen signature(s) together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (if so agreed by the Bank), operate, maintain, close (if so agreed by the Bank) or deal with all other matters in connection with the Bank Account and/or the Banking Service in accordance with the Signing Requirement and the specimen signature(s) for and on behalf of the Customer except for:-
- (i) the application for establishment of new account or new services unless otherwise provided;
  - (ii) any change of the Authorized Person and/or the Signing Requirement;
  - (iii) application or cancellation of the facsimile authorization;
  - (iv) any change of the correspondence address or contact number of the account holder(s) (corporate Customer excepted); and
  - (v) such other matter which the Bank considers it requiring confirmation of the account holder(s).
- 4.2 Unless otherwise agreed between the Customer and the Bank in writing, any change in, addition to or revocation of the Authorized Person and/or the

specimen signature(s) and/or the Signing Requirement shall not be put into operation unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to respond such change, addition or revocation.

- 4.3 Unless otherwise agreed between the Customer and the Bank in writing, any effective change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Requirement shall apply to all of the Bank Account or the Banking Service.
- 4.4 When any one or more or all of the account holders or the users of the Banking Service die(s), any act, thing, deed or matter made or done by the Bank pursuant to the requests, instructions or directions of the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the account holder or the user of the Banking Service, his estate and personal representative and any person claiming through or under the account holder or the user of the Banking Service.
- 4.5 The Customer agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person according to the provisions herein if so requested by the Bank and acknowledge that the same shall be at all times be absolutely and conclusively binding on the Customer.
- 4.6 Subject to any claim or objection on the part of the competent authority, the Bank may hold upon the Customer's death any credit balance of any of the Bank Account and any securities, deeds boxes, parcels and their contents, and property of any description held in the Customer's name to the order of the Customer's legal personal representative(s) without prejudice to any right the Bank may have in respect thereof, arising out of any lien, charge, pledge, set-off, counterclaim or otherwise whatsoever and take any step or legal proceedings for the account of and at the expense of your personal estate which the Bank may in our absolute discretion deem desirable in view of any claim by any person other than the Customer's legal personal representative(s).

## **5. LIABILITY EXCLUSION**

- 5.1 Except due to gross negligence or wilful default on the Bank's part, the Bank shall not be liable for any loss or damage suffered or sustained by the Customer directly or indirectly arising out of or in relation to:-
- (i) the cancellation or termination of all or any of the Bank Account and/or the Banking Service (as the case may be);
  - (ii) the cancellation, withdrawal, revocation or suspension of the Customer's transactions or any failure to execute or effect transactions or order from the Customer where it is attributable to any circumstances or events beyond the Bank's control;

- (iii) leakage of the Customer's instruction or information by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or the Correspondent Agent or any other third party;
- (iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Banking Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's reasonable control;
- (v) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Customer's instructions or other information howsoever caused;
- (vi) any transaction effected as a result of a forged instruction or any other fraudulent conduct;
- (vii) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy arises from the Bank's telecommunication and computer system or other equipment or from its installation or operation; any incomplete or erroneous transmission of any instruction or order of the Customer or any error in the execution of any such instruction or order or for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Customer as a result thereof; and
- (viii) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank.

5.2 The Bank shall not be liable to or responsible for any loss or damage the Customer sustains or suffers directly or indirectly arising out of any act or omission of any counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes hereunder, unless the act or omission is due to gross negligence, wilful default or fraud on the Bank's part. In particular and without limitation, the Bank gives no warranty as to the solvency of any of counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent.

## **6. REPRESENTATION AND WARRANTY**

6.1 Notwithstanding the Bank could have reasonably foreseen, the Bank's liability to the Customer for any gross negligence or wilful default on the Bank's part shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.

6.2 The Customer represents and warrants (which representations and warranties

shall be deemed to be repeated by the Customer on each date on which transaction is entered into under the Agreement) that:-

- (i) the Customer has full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform the Customer's obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
- (ii) any such execution, delivery and performance will not violate or conflict with any law applicable to the Customer, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Customer or any of the Customer's assets or oblige the Customer to create any lien, security interest or encumbrance;
- (iii) the obligations under the Agreement constitute the Customer's legal, valid and binding obligations, enforceable in accordance with their respective terms;
- (iv) all governmental, regulatory and other permits, consents and approvals that are required to have been obtained by the Customer in relation to the Agreement have been so obtained and remain in full force and effect and all conditions of any such permits, consents and approvals have been complied with;
- (v) the Customer will comply with the Applicable Laws;
- (vi) the Customer will promptly give (or procure to be given) to the Bank such information and assistance as the Bank may require from the Customer to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement; and
- (vii) in the event that the Bank Account is a Customer account, the Customer has internal control in place to verify the underlying Customer's identities and effective systems and controls to allocate funds in the pooled account to the individual underlying Customers. In addition, the Customer is satisfied as to the source of the funds used to open the Bank Account or passing through the Bank Account.

6.3 The Customer warrants and undertakes to ratify and confirm at the Bank's request any act, deed, thing or matter lawfully done or caused to be done by the Bank in the proper performance of the Bank's duties or obligations hereunder.

6.4 Unless due to the Bank's gross negligence, wilful default or fraud, the Customer warrants and undertakes to keep the Bank and the Correspondent Agent and employees fully and effectively indemnified against all loss, damages, costs, charges, liabilities and expenses whatsoever incurred by the

Bank pursuant to or in connection with its acts hereunder.

**7. FEES CHARGES COMMISSIONS AND INTEREST**

- 7.1 The Bank has rights to impose or levy such fees, charges and/or commissions for the operation, maintenance or closing of any of the Bank Account or provision of any of the Banking Service to the Customer at such rate as prescribed by the Bank in any schedule of fees, charges and/or commission published by the Bank from time to time provided always that the Bank may vary, revise or amend the rate or the basis of calculation thereof upon not less than 30 days prior written notice to the Customer. Such schedule of fees, charges and/or commission may be requested by the Customer from the Bank. Any such fees, charges and/or commissions shall be payable by the Customer to the Bank on demand immediately.
- 7.2 The Customer agrees to pay the Bank all interest accrued on all sums payable by the Customer to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and for the actual number of days divided by 360 or 365 in accordance with the Bank's prevailing practice for the relevant currency.

**8. STATEMENTS AND CONFIRMATIONS**

- 8.1 The Customer is obligated to review and verify the accuracy of each and every entry in any advice, statement or confirmation issued by the Bank to the Customer with respect to any transactions and/or their incidental matters thereto and to notify the Bank immediately in writing of any entry which the Customer considers wrongful, irregular and/or unauthorized. Unless the Bank shall have actually received the notice to dispute accuracy, regularity or authority within ninety (90) days of the date of issuance of the advice, statement or confirmation, all the entries demonstrated in such advice, statement or confirmation are deemed and considered to be true, correct, regular and duly authorized.
- 8.2 Nothing in the preceding sub-clause 8.1 shall prejudice or impair the Customer's right of recourse against the Bank in relation to:-
- (i) unauthorized transaction arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill;
  - (ii) unauthorized transaction arising from forgery or fraud by any of the Bank's employees or agents; and
  - (iii) other unauthorized transactions arising from gross negligence or wilful default on the Bank's part.

**9. CONCLUSIVE EVIDENCE**

- 9.1 Except for manifest error, the books and records kept by the Bank (including, without limitation, tape recording and any handwritten information recorded by the Bank's employees or agents in the course of their dealing with the Customer) with respect to the Bank Account and/or Banking Service shall be conclusive evidence and binding on the Customer, for all purposes and in all courts of law.

## **10. LIEN SET-OFF AND CONSOLIDATION**

- 10.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which the Bank is entitled by law, the Bank for itself or as agent for any of the Associate may at any time and without notice or reference to the Customer:-

- (i) combine or consolidate all accounts including the Bank Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and/or the Associate and the Bank may, without prior notice or reference to the Customer, set off or transfer any securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Customer's part due and owing to the Bank or any of the Associate, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and
- (ii) if any sum is due but remains unpaid hereunder, retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank and/or the Associate for or in the Customer's name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as the Bank shall determine and the Bank may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after full deduction of all costs and expenses.

- 10.2 The Bank is authorized at any time and in its absolute discretion convert any sum in the Bank Account or under the Banking Service into any currency by any lawful means at its disposal and at the prevailing rate of exchange as determined by the Bank on the day of passing the entry for the purpose of set off or transfer without reference to the Customer.

## **11. FOREIGN CURRENCY INDEMNITY**

- 11.1 Payment by the Customer to the Bank shall be in the currency(ies) of the relevant liability(ies) or, if so agreed by the Bank, in a different currency or currencies (the "**Appropriate Currency**"), in which case the conversion(s) to that different currency(ies) shall be made at the exchange rate(s) which the Bank determines to be prevailing in the relevant foreign exchange market(s) at the relevant time(s) (the "**Applicable Exchange Rate**"). Such determination to be made by the Bank in its absolute discretion is conclusive and binding on

the Customer. If for any reason the Bank receives an amount in any currency other than the Appropriate Currency, the Bank is authorised to purchase the amount in the Appropriate Currency with the amount of the payment so received at the Applicable Exchange Rate in accordance with the Bank's usual practice and the Customer shall indemnify and keep indemnified the Bank from and against any shortfall (including the cost of conversion). Until such shortfall is repaid to the Bank, such shortfall shall form part of the sums due and owing hereunder to the Bank and bear interest accordingly. Any shortfall not paid on demands shall bear default interest in accordance with sub-clause 7.2 of this Agreement.

## **12. TERMINATION AND SUSPENSION**

- 12.1 The Bank may in its absolute discretion, subject to the Applicable Laws and without prejudice to the generality of the other provisions herein, terminate one or more or all of the Bank Account and/or the Banking Service at any time without prejudice to the continuation of the operation of any or more of the Bank Account and/or the use of any or more of the Banking Service provided always that the Bank shall serve the Customer a written notice of intention to terminate the Bank Account or the Banking Service not less than 30 days prior to the intended date of termination.
- 12.2 If the Bank is of reasonable opinion that the Bank Account or the Banking Service is being operated or used for criminal or other illegal activities, the Bank is, without giving prior notice to the Customer, entitled to terminate the same immediately.
- 12.3 For company incorporated in Hong Kong or registered as an overseas company in Hong Kong or companies incorporated outside Hong Kong, should there be any discrepancy between any search result conducted by the Bank from the Companies Registry or other independent and reliable sources and the information provided by such company, the Bank reserves the right (including but not limited) to decline the account opening request by such company, or if such company has already opened an account(s) with the Bank, to require rectification of such discrepancy and/or limit the use of, suspend and/or terminate, such account(s).
- 12.4 The Bank is entitled to suspend the Bank Account and/or the Banking Service upon occurrence of any one or more of the following events:-
- (i) the Bank has notice of irregularity (whether actual or constructive) in relation to the operation, maintenance or closing of the Bank Account; or
  - (ii) the Bank has conflicting instruction(s) from the Customer or the Authorized Person; or
  - (iii) the arising of any disputes involving interest of the Bank Account.
- 12.5 Pursuant to this clause 12, termination or suspension of the Bank Account

and/or the Banking Service shall be:-

- (i) without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination or suspension will be completed settled and delivery made;
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or liabilities or any contractual provision intended to survive termination; and
- (iii) without penalty or other additional payment save that the Customer will pay: -
  - (a) all outstanding fees and charges under the Agreement;
  - (b) any expenses incurred by the Bank under the Agreement and payable by the Customer;
  - (c) any additional expenses incurred by the Bank in relation to termination; and
  - (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Bank Account and/or the Banking Service.

12.6 The Customer may terminate any of the Bank Account and/or the Banking Service upon such prior written notice and in such manner and conditions as prescribed by the Bank from time to time and subject to settlement of the handling fees or charges which the Bank may in its absolute discretion impose or levy provided always that the remaining Bank Account and/or the Banking Service shall remain operative or available upon and subject to these Terms and Conditions.

12.7 In the event that the formalities or procedures for opening the Bank Account or using the Banking Service as prescribed by the Bank in its absolute discretion remain uncompleted or the required documents thereof are still outstanding or it is in the Bank's reasonable opinion that such required documents thereof submitted by the Customer do not fully reflect the circumstances and status of the Customer, until the completion of the formalities and procedures and the provision of outstanding documents to the satisfaction of the Bank, the Bank Account or the Banking Service shall be suspended from operation or use. Further, the sum of money deposited into the Bank Account or paid under the Banking Service shall not be withdrawn, transferred or otherwise disposed of except with the Bank's consent.

### **13. FULL PAYMENT**

13.1 Any sum payable by the Customer to the Bank under the Agreement shall be paid to the Bank in Hong Kong Dollars or otherwise as the Bank may from



time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.

**14. COLLECTION OF DEBT**

14.1 The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Customer under the Agreement. The Customer agrees and acknowledges that it has been warned that it shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).

**15. JOINT ACCOUNT PARTNERSHIP AND OTHERS**

15.1 Where the Customer consists of more than one person such as joint account holders or joint service users, trustees or personal representatives, this clause 15 shall apply.

15.2 Under the Agreement or in any other dealings between the Customers and the Bank, the Customers will be jointly and severally liable for all or any of the obligations or liabilities.

15.3 Unless otherwise agreed between the Customers and the Bank in writing:-

(i) each joint account holder of the Bank Account or joint users of the Banking Service will have sole and full authority on behalf of all the joint account holders or all the joint service users to deal with the Bank fully and completely as if he were the sole owner of the Bank Account or user of the Banking Service without any notice to the other joint account holders or other joint service users (as the case may be);

(ii) any of the joint account holders or the joint service users may give the Bank an effective and final discharge in respect of any of the Bank's obligations; and

(iii) once served on one of the joint account holders or the joint service users, any notice, request or communication shall be deemed to be given to all.

15.4 On the death of any of the account holders or the service users, the Agreement will not terminate but survive such death and remain binding on the other person(s) constituting the Bank's Customer and the Bank may treat such survivor(s) as the only party to the Agreement. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Bank Account or the Banking Service will be vested in the survivor(s) under the Bank Account or the Banking Service upon death of the account holder(s) or service user(s) by operation of the rule of

survivorship. This sub-clause 15.4 shall not apply to partnership account.

- 15.5 The Bank's right is reserved notwithstanding the foregoing provisions:-
- (i) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement; and
  - (ii) if the Bank receives instructions or directions from any one of the joint account holders or the joint service user which are not consistent with other instructions or directions, to advise one or more joint account holders or joint service users of such conflict or inconsistency and/or take no action on any such instructions or directions until the Bank receives further instructions or directions in the form and substance satisfactory to the Bank.
- 15.6 In the event of a joint account holder becoming mentally incapacitated, the other joint account holder(s) and/or the committee of the estate of the incapacitated joint account holder appointed by the court (if any) shall inform the Bank by way of a written notice immediately. Upon actual receipt of the notice, the Bank may suspend operation of the joint account until the Bank is satisfied that all other joint account holder(s) are aware of the circumstances and the Bank has been provided with all the required information and documentations relating to the incapacitated account holder for the purpose of reactivation of such joint account as conclusively determined by the Bank. For the avoidance of doubt, instructions given to and followed by, and/or the transactions executed by the Bank prior to the Bank's receipt of the above notice are conclusively binding on all the account holders. The Bank is, in its absolute discretion, entitled (but not obliged) to determine the conditions and limitations subject to which the joint account may be resumed before a legally valid arrangement with respect to the interest of the incapacitated joint account holder is made.
- 15.7 In case of a partnership, the following provisions shall apply:-
- (i) unless otherwise agreed by the Bank, the Customer's partnership agreement, if any, will not bind the Bank and the operation, maintenance or closing of a partnership account with the Bank or uses of the Banking Service by a partnership are entirely regulated and subject to these Terms and Conditions;
  - (ii) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
  - (iii) notwithstanding any change in partnership constitution, the remaining partners will have full power and authority to deal with the Bank Account or the Banking Service in any manner until the Bank shall have actually received the notice of change; and

- (iv) unless otherwise agreed by the Bank, the Customer will give the Bank a new mandate and open a new account upon any change of constitution.

## **16. TAX STATUS**

- 16.1 Unless otherwise specified by the Customer, the Customer hereby certifies that the Customer is not a US Person, nor a citizen of the United States of America, nor a resident of the United States of America for US federal income tax purposes and are not subject to the tax of United States of America. Further, the Customer is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. The Customer hereby consents for the Bank or any of the Associate (collectively the “**Bank Group**”) to share the Customer’s information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish the Customer’s tax liability in any jurisdiction. The Customer consents and agrees that the Bank Group may withhold from the Bank Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all applicable laws, rules, regulations and directives including, and without limitation, the Foreign Account Tax Compliance Act. The Customer hereby undertakes to notify the Bank Group of any change of the above tax status in writing forthwith.

## **17. CONFIDENTIALITY AND OUTSOURCING**

- 17.1 All information relating to the Bank Account or the Banking Service shall be kept confidential by the Bank but the Bank may provide any such information to the regulators or law enforcement agency to comply with the Applicable Laws and their requirements or requests for information (whether personal or otherwise) and to any of the Bank’s branches and/or the Associate for the purpose of providing the Banking Service to the Customer from time to time without any consent from or notification to the Customer.
- 17.2 In relation to the collection, transfer and process of personal data relating to the Bank’s Customer or the Authorized Person, the Bank is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data and, in addition, the Bank’s “Circular on the Personal Data (Privacy) Ordinance (the “**Ordinance**”)” (the “**Circular**”) is set out in Schedule hereto. The Customer agrees to be bound by the provisions set out in the Circular.
- 17.3 Subject to the Applicable Laws, the Bank is entitled to outsource or delegate any of its functions under the Agreement to the Associate or the Correspondent Agent for performance of such functions in such manner conclusively determined by the Bank and when the Bank considers fit without further notice to the Customer provided always that the Bank remains ultimately liable for

such outsourced activities.

## **18. CONFLICT OF INTEREST AND DISCLOSURE**

- 18.1 In relation to any transaction contemplated hereunder, the Bank and/or the Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Customer's interest(s) in relation to transaction directly or indirectly (the "**Material Interest**"). In relation to any of such transaction, the Bank shall take reasonable steps in order to ensure fair treatment to the Customer subject to the Applicable Laws.
- 18.2 The Bank, in accordance with the Applicable Laws, shall be entitled (but not obliged) to give advice or make recommendation to the Customer or enter into transaction for or with the Customer or act as the Customer's agent or provide the Banking Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Customer any profit arising therefrom to the fullest extent permitted by laws.
- 18.3 The Bank, in accordance with the Applicable Laws, shall not be liable to account to the Customer for or (save in respect of fees or commissions charged to the Customer) to disclose to the Customer any profit, commission or remuneration made or received (whether from any Customer or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for transaction.

## **19. COMPLIANCE ACTION**

- 19.1 Notwithstanding the provisions contained herein to the contrary, the Bank is, in its absolute discretion, entitled and empowered to take or omit to take any action as the Bank shall consider appropriate (the "**Compliance Action**") for the purpose of complying with the Applicable Laws and Compliance Rules as well as the Bank's internal policies and procedures with respect to prevention of money laundering and terrorist financing activities, other crimes and fraudulent activities; or non-provision of financial and other services to any persons or entities under sanction (whether the United Nations sanction or otherwise). The Compliance Action includes, without limitation:
- (i) declining the application or refusing to handle or process, or refusing to accept payment in or make payment out in connection with, any order, direction, Instruction or transaction contemplated under the Agreement;
  - (ii) suspending the Bank Account or putting a hold on the Bank Account's operations in whole or in part;
  - (iii) (if the Bank becomes aware that any payment made to, or at the request of, the Customer contravenes the Compliance Rules)

immediately recouping such payment from the Customer, irrespective of any other agreement with the Customer to the contrary;

- (iv) the interception and investigation of any payment messages and other information or communications sent to or by the the Bank via the systems of the Bank or other systems; and
- (v) making further enquiries as to whether a name which might refer to a sanctioned party actually refers to that party.

19.2 For the avoidance of doubt, the Bank will not be liable for any loss (whether direct, indirect or consequential), including, without limitation loss of profit or interest or any damage suffered by the Customer or any party arising out of or in connection with:

- (i) any delay or failure by the Bank in processing any payment messages or other information or communication or any request from the Customer, or in performing any of its duties or other obligations in connection with any order, direction, Instruction or transaction, triggered by the Compliance Action in whole or in part; or
- (ii) the exercise of any of the Bank's rights under, or any action taken or non-action made by the Bank, pursuant to this clause.

19.3 For the purpose of this clause,

- (i) "Applicable Law" means the legal and regulatory requirements of any place or any jurisdiction that the Bank operates in or such legal and regulatory requirements which are otherwise applicable on the Bank at any time and from time to time; and
- (ii) "Compliance Rules" means all rules, regulations, sanction regimes, international guidance or procedures of the relevant regulatory or industry body applicable to the Bank at any time and from time to time.

## **20. VARIATION OF INFORMATION**

20.1 The Customer and the Bank undertake to inform each other of any material change to the information provided in the Agreement. Particularly, the Customer and the Bank agree that:-

- (i) the Customer shall be notified by the Bank of any material change to the Bank's business which may affect the Banking Service rendered to the Customer by the Bank; and
- (ii) the Customer will notify the Bank of any change of name, address, tax status, particulars and information and provide such supporting

documents as reasonably required by the Bank to support such changes.

- 20.2 The Customer is required to provide valid mobile phone number and/or other contact numbers for liaison and notification purpose and the Customer shall notify the Bank in a timely manner if any of such number is changed. The supporting documents for such change should be provided as soon as reasonably required by the Bank.

**21. CURRENCY EXPOSURE**

- 21.1 The Customer acknowledges that, for any transaction contemplated hereunder in currencies other than Hong Kong Dollars, there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely on the Customer's account and at the Customer's own risk.

**22. AMENDMENT**

- 22.1 The Customer agrees and accepts that subject to the Applicable Laws, the Bank may unilaterally revise, amend, delete, revoke or vary the terms and conditions of these Terms and Conditions upon giving the Customer not less than 30 days' prior written notice or by way of displaying the revision, amendment, deletion, revocation or variation in a prominent position of the Bank's office premises or such other manner as the Bank shall in its absolute discretion consider fit.

**23. FORCE MAJEURE**

- 23.1 While the Bank shall use its best endeavour to comply with its obligations in a timely manner the Bank will incur no liability whatsoever for any partial or non-performance of any of its obligations by reason of any cause beyond its reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and the Bank shall not be held liable for any loss the Customer may incur as a result thereof.

**24. NOTICE**

- 24.1 The Bank's notice or demand under the Agreement may be served by post, personal delivery, electronic mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, electronic mail or facsimile transmission at the time on the day of such personal delivery, electronic mail or facsimile transmission if addressed to the Customer or its legal or personal representative(s) at the last known address, electronic mail address or facsimile number according to the Bank's record.

- 24.2 A notice by the Customer or the Customer's legal representative(s) or the

Customer's estate may be served by post, personal delivery or facsimile transmission at the Bank's registered office or principal place of business but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery or facsimile transmission by the Bank.

**25. PROCESS AGENT**

- 25.1 The service of any process connected with proceedings in the Hong Kong courts and relating to these Terms and Conditions and the Agreement will be deemed to have been validly served on the Customer if it is received by the process agent whose name and present address are set out in the Account Opening Form and service will be deemed to have been acknowledged by the Customer if it is acknowledged by the process agent.

**26. OTHER PROVISIONS**

- 26.1 The Bank or the Correspondent Agent, in the course of providing the Banking Service or entering into the transactions hereunder, may need (but not obliged) to record verbal instructions received from the Customer and/or any verbal communications between the Customer and the Bank in relation to any of the Banking Service.
- 26.2 The Bank may destroy any documents relating to the Bank Account or the Banking Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.
- 26.3 In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Banking Service, the Customer is obliged to notify the Bank in writing immediately. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.
- 26.4 In the event that the Customer consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.
- 26.5 No failure to exercise or enforce and no delay in exercising or enforcing on the Bank's part of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Bank.
- 26.6 The Agreement shall be binding upon, and enure to the benefit of, the parties

to the Agreement and their respective successors and permitted assigns.

- 26.7 The Bank may at any time assign all or any of its rights, benefits, powers, obligations or liabilities hereunder and in that event the assignee shall have the same rights, benefits or powers against the Customer and same obligations and liabilities towards the Customer as it would have had as if the assignee had been a party hereto and the Customer waives and forgoes all its rights, if any, to challenge the validity of any such assignment by way of this sub-clause 26.7.
- 26.8 The Customer will not assign any of its rights, benefits, powers, obligations or liabilities under the Agreement.
- 26.9 If at any time any provision of the Agreement is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 26.10 The right of the Bank to vary or revise the interest rate(s) in respect of the Bank Account as displayed in its office premises from time to time is reserved.
- 26.11 Time shall in all respects be of essence in the performance of any or all of the Customer's liabilities and obligations under the Agreement.
- 26.12 While the Bank shall follow reasonable procedures in selecting the Correspondent Agent, no assurance or guarantee can be given and no warranty or representation is made as to the Correspondent Agent's service, or its suitability, content, performance, timeliness, accuracy, reliability, solvency or completeness or otherwise. Further, under no circumstances shall the Bank be liable for any loss and damages, whether direct or indirect, arising out of or in connection with the Correspondent Agent's default, negligence, forgery or insolvency.
- 26.13 The Customer acknowledges, declares and warrants that all information and documents of the Customer and the Authorized Person(s) (including, without limitation the status or its status of good standing) provided to and maintained with the Bank are true, complete, accurate, up-to-date and not misleading. If the Customer's information and documents provided are altered, amended and/or updated, the Customer shall immediately and proactively notify the Bank in writing forthwith together with the corresponding document(s) and proof(s). The Customer agrees to provide any further information properly required by any competent authority from time to time.

**27. PREVAILING VERSION**

- 27.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the Customer and the Bank agree that the English version shall prevail.



**28. GOVERNING LAW AND JURISDICTION**

- 28.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce the Agreement in courts of other competent jurisdiction as the Bank may select.

**29. THIRD PARTY RIGHTS**

- 29.1 Without prejudice to sub-clause 29.3, a person who is not a party to these Terms and Conditions and the Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “**Third Parties Ordinance**”) to enforce or to enjoy the benefit of any term of these Terms and Conditions and the Agreement.
- 29.2 Notwithstanding any provision contained herein, the consent of any person who is not a party to these Terms and Conditions and the Agreement is not required to rescind or vary these Terms and Conditions and the Agreement at any time.
- 29.3 Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

## **PART II SPECIFIC PROVISIONS FOR BANKING SERVICE**

**These Specific Provisions should be read in conjunction with the General Provisions for Banking Service under Part I hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part II hereof shall prevail.**

### **1. COLLECTION**

- 1.1 For collection or clearing purpose for the Customer, the Bank may in its absolute discretion decline or accept an instrument. If the Bank accepts an instrument for collection, the Customer will pay the Bank collection charges as prescribed by the Bank together with expenses incidental thereto.
- 1.2 In the Bank's absolute discretion, the Bank may decline to accept an instrument for collection or clearing purpose for the Customer if:-
  - (i) the name of the payee thereof is not in conformity with the Customer's name notwithstanding that it bears an endorsement;
  - (ii) in relation to a joint account, the named payees of that instrument to be collected and/or cleared do not comprise of all the account holders; or
  - (iii) other reasonable cause.
- 1.3 Any clearing instrument deposited after the cut-off time as reasonably prescribed by the Bank will be treated as received on the immediately succeeding Business Day. In the event that it is deposited for clearing before the cut-off time, interest (if any) will be credited on that day and accrue on the immediately succeeding Business Day if deposited after the cut-off time. If the clearing instrument is dishonoured, the interest will be reversed.

### **2. SAVINGS ACCOUNT**

- 2.1 The Customer may open savings account with the Bank, which is denominated in the currencies provided by the Bank.
- 2.2 Interest will accrue on the daily ledger balance of the savings account at the rate as prescribed by the Bank from time to time. Such interest rate will be displayed from time to time in the Bank's office premises. Interest earned will be credited to the savings account on half yearly or on such other basis as may be specified by the Bank from time to time. Interest will not be paid if the balance of the savings account is lower than the minimum deposits as set by the Bank. Interest will only be accrued up to the day before the account is closed.
- 2.3 The Bank will send a statement of account to the Customer on a monthly basis or at regular intervals as determined by the Bank. No statement will be issued where no entry has been made in the relevant account.

- 2.4 The balance on the savings account cannot be withdrawn by way of cheque. No passbook will be issued for transaction purpose.
- 2.5 Withdrawals of foreign currency savings in foreign currency cash require 3 days prior notice and are subject to availability of the relevant currency.
- 2.6 Any payments made by the Bank to a person producing a withdrawal of transfer form purporting to be duly signed and or sealed by or on behalf of the Customer shall be deemed to have been made to the Customer personally. We accept no responsibility for any dispute arising out of the Customer's appointment of a third party to collect payment.

### **3. CURRENT ACCOUNT**

- 3.1 The Customer may open current account with the Bank denominated in the currencies provided by the Bank.
- 3.2 No interest is payable on credit balance in a current account unless otherwise agreed between the Customer and the Bank in writing.
- 3.3 If temporary overdraft is granted by the Bank, the Customer undertakes to refund to the Bank the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by the Bank.
- 3.4 The Bank will issue a cheque book to the Customer upon the Customer opens a current account and first deposits a specified amount with the Bank. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.
- 3.5 Application for new cheque book may be made by presenting a duly completed and signed application form to the Bank or by any other means acceptable to the Bank. The Bank may in its absolute discretion refuse to issue a cheque book. Unless otherwise agreed by the Bank, the Bank may deliver the cheque book to the correspondence address registered with the Bank by mail or by any other means as determined by the Bank in its absolute discretion. The Bank accepts no liability for any delay or loss occasioned by any mode of delivery.
- 3.6 Upon receipt of a new cheque book from the Bank, the Customer is obliged to verify the cheque serial numbers, account number and the Customer's name printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be promptly reported to the Bank.
- 3.7 Cheque should only be drawn in the form prescribed by the Bank subject to such terms and conditions as stipulated by the Bank and should only be used for the permitted account.
- 3.8 The Customer is obliged to forthwith report the same to the Bank in writing

when a signed cheque or a cheque book is lost, stolen or untraceable.

- 3.9 When cheques are delivered by way of post or other means, the word “OR BEARER” should be crossed out and the cheque should be crossed.
- 3.10 When drawing cheques, the Customer is required to exercise due care to ensure their correctness and accuracy and agree that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
- (i) the Customer should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions or additions;
  - (ii) the word “only” should be added immediately after the amount stated in words and only Arabic numerals should be adopted for figures when drawing cheques; and
  - (iii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Account Mandate provided to the Bank.
- 3.11 To the extent permitted by law, unless due to the Bank’s negligence, willful default or fraud the Bank shall not be liable under any circumstances to honour any forged cheque where the forgery is made possible by the use of erasable ink, pens, typewriters, cheque-writers or any other equipment with built-in erasure features, or where the unauthorized alteration, amendment, forgery and/or fraud could not be detected with due diligence.
- 3.12 The Customer agrees and acknowledges that:-
- (i) cheques drawn by the Customer which have been honoured may, after having been recorded in electronic form or other form as determined by the Bank, be retained by the collecting bank or the Hong Kong Inter-banking Clearing Limited (“HKICL”) for such period as stipulated in the rules relating to the operation of the clearing house for the relevant currency and, thereafter, they may be destroyed by the collecting bank or HKICL (as the case may be); and
  - (ii) the Bank, in accordance with the terms in the preceding sub-clause 3.12(i), is authorized and empowered to enter into contract with the relevant collecting banks and HKICL.
- 3.13 Any alteration or addition to a cheque must be confirmed by the drawer’s full signature. The Customer agrees and acknowledges that the Bank will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.
- 3.14 Cheques drawn against insufficient or uncleared funds shall be returned

unpaid by the Bank. The Bank may also return a cheque unpaid if it is not signed in accordance with the Account Mandate on the Bank's records, or is incorrectly completed, drawn with technical error, altered without confirmation by the Customer's full signature, mutilated, post-dated or stale. Administrative charges for cheque returned unpaid will be debited to the Customer's current account and will be borne by the Customer.

3.15 Any instruction to countermand payment of drawn cheque to the Bank must be clear and unambiguous, suffice to identify the cheque drawn by reference to cheque number and reach the Bank prior to its payment. In the event that the Customer identifies the cheque in question:-

- (i) by reference to other particulars in addition to the cheque number, the Bank shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
- (ii) by reference to other particulars instead of the cheque number, the Bank may not oblige to take any action but the Bank may in its absolute discretion and without accepting any responsibility, follow such instruction.

3.16 Where the Customer requests the Bank to countermand payment of a cheque drawn by means of an instruction which cannot be verified by the Bank, the Bank shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with the Customer. Notwithstanding the Bank may, in its absolute discretion and without accepting any responsibility, follow any such instructions which are, the Bank believes in good faith, initiated by the Customer and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.

3.17 The Customer should return all unused cheques to the Bank on closing or terminating his/her/its current account.

3.18 Unless otherwise instructed by the Customer, the Bank will provide the Customer with a monthly statement of the Bank Account. No statement will be issued in the month during which no withdraw or credit entry is made. The Customer is required to advise the Bank if he/she/it does not receive a statement for an interval of more than a month. In such circumstances, the Bank will send the Customer a copy of the same at his/her/its request.

#### **4. DORMANT ACCOUNT**

4.1 The Customer agrees that in the event that any Bank Account which has a balance of less than an amount which the Bank shall from time to time determine and/or which has been inactive or dormant for a period (which is, currently, twelve (12) months, or such other period as prescribed by the Bank from time to time) as determined by the Bank in its absolute discretion, the Bank shall have a right to classify such Bank Account to be a dormant account, which shall be non-interest-bearing, and charge a monthly fee (of such amount

which the Bank may prescribe from time to time) provided that the Bank shall give the Customer thirty (30) days' prior notice when such monthly fees accrue on such dormant account for the first time until either: -

- (i) the balance reaches an amount which is equal to or less than HK\$0.00, whereupon the Bank shall close the Bank Account by giving the Customer reasonable notice in writing at the Customer's registered office or the last known address; or
- (ii) the balance reaches an amount which equals to or more than an amount which the Bank shall from time to time determine.

4.2 For the avoidance of doubt, notwithstanding that the Bank Account has been or is at any time inactive or dormant, any Bank Account shall be maintained in accordance with these Terms and Conditions.

## **5. TIME DEPOSIT**

5.1 The Customer may open time deposit account with the Bank denominated in the currencies provided by the Bank.

5.2 Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either drawn or added to the principal. Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed.

5.3 Upon the Customer first places a time deposit with the Bank, a time deposit account will be opened. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by the Bank from time to time.

5.4 The Bank, upon the Customer's request, may in its absolute discretion repay a time deposit to the Customer before the maturity date and the Bank:-

- (i) shall not be required to pay any interest on such time deposit;
- (ii) are entitled to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by the Bank from the total sum to be repaid to the Customer; and
- (iii) are entitled to deduct any sums already paid to the Customer by way of interest and to the Government by way of taxation, if applicable, from the principal sum before repayment thereof.

5.5 Upon the Customer's withdrawal of the time deposit placed with the Bank, the Bank is entitled (but not obliged) to require production and surrender to the Bank of the deposit confirmation, deposit receipt or deposit certificate.

- 5.6 If the maturity date fall on a date which is not a Business Day, the maturity date shall be extended to the immediately succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to the Bank or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.
- 5.7 Subject to the transaction dates and hours determined by the Bank from time to time, all placements, renewals or withdrawals are accepted.
- 5.8 Any instruction or direction in relation to disposal of funds at the maturity date and any amendments thereto should be clear and unambiguous and given at least one Business Day prior to the maturity date. Where automatic renewal instructions are given by the Customer to the Bank for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as the Bank shall in its absolute discretion determine.
- 5.9 In the event that no instructions to dispose of the time deposit are received by the maturity date, interest on the maturity date and thereafter will accrue on the principal amount only. The interest will accrue at the Bank's daily savings account rate(s) as determined by the Bank. Accrued interest will be paid or credited into the time deposit account only when disposal instructions are received.
- 5.10 Unless otherwise agreed in writing between the Customer and the Bank, time deposit placed with the Bank is not assignable.

## **6. RENMINBI BUSINESS**

- 6.1 The Bank may take all necessary measures to comply with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within China or any other supervisory or competent authorities. If required, the Bank may also provide any transaction and account information related to any holder of a Renminbi bank account to the clearing bank and supervisory or competent authorities.
- 6.2 From time to time, the Bank is entitled to prescribe restrictions that apply only to Renminbi bank account or services and to amend and/or revise the terms and conditions applicable to Renminbi bank account or services.
- 6.3 The Customer confirms and declares that the Customer fully understands all the rules and regulations applicable to Renminbi bank account or services stipulated by the supervisory or competent authorities. The Customer agrees that all Renminbi bank account or services are to be bound by the applicable rules and regulations promulgated by the supervisory or competent authorities from time to time.
- 6.4 The Customer acknowledges and understands that Renminbi is subject to restriction and still not freely circulated and the Customer who conducts

Renminbi business may be subject to the following risks:-

- (i) the Customer should be cautious that, in the event that there is change in laws, assets or liabilities denominated in Renminbi may be required to be paid or discharged by way of other currency as payment tool:-
  - (a) whilst the Bank shall ensure to seek practical solutions or means, the Customer, who is beneficially entitled to assets or carries liabilities denominated in Renminbi or liable to payment obligations in Renminbi by reason of concluded transactions, may be required to pay or receive by means of other currency which is exchanged at the prevailing exchange rate for the reason that change in laws will have impact on the demand and supply of Renminbi in the market or settlement of the concluded transactions.
  - (b) the Customer to whom the banking facilities denominated in Renminbi is extended is advised to consider the ability to repay Renminbi upon maturity and exchange risk when the Customer is not capable of making repayment in Renminbi.
  - (c) notwithstanding that a specified loan amount or limit is provided in the consumer loan agreement between the Customer to whom the banking facilities is granted and the Bank, the Customer is still subject to the risk that the loan will not be drawdown in Renminbi on account of the legal restriction and, thus, the Customer is subject to risk of shortage of funding. If it is drawdown in other foreign currency, the Customer may suffer or sustain exchange loss by reason of exchange rate fluctuation.
- (ii) the Customer is advised that the circulation of Renminbi is subject to restrictions imposed by local laws in China, which may change from time to time.
- (iii) Renminbi remittance remitted to China will be turned away in the event that the same fails to comply with the legal or regulatory requirements and Renminbi is not freely circulated. Where the Customer remits Renminbi remittance to China and the remittance is not effectively paid to the payee for the reason as aforesaid, the Bank shall arrange the refund of the remitted amount provided that all cable, postage and other charges shall be borne by the Customer and will be deducted from the remitted amount.
- (iv) where the Customer to whom the banking facilities is extended in Renminbi wishes to utilize the banking facilities in China, the Customer should obtain the approval of China's competent authority to permit the remittance of the Renminbi funding to China and proceed with registration for complying with foreign debt administration rules in China. In the event that drawdown amount is



not effectively remitted to China for payment or returned on the ground of the Customer's failure to comply with the relevant laws in China, the accrued interest and expenses in connection therewith shall be borne by the Customer.

- (v) the Customer should fully understand that Renminbi is subject to exchange rate fluctuation which will create risk to transaction. The market movement is subject to numerous factors which will result in substantial exchange rate fluctuation. The Customer's entering into Renminbi transaction is subject to transaction risk and evaluation loss as a result of market turbulences or exceptional circumstances. Thus, the Customer should assess the Customer's own financial condition and risk tolerance prior to entering into of the transaction. The Customer is also advised to understand the financial, accounting, tax and legal rules relevant to the transactions and ensure that the Customer is willing to undertake the transaction risk and absorb loss.
- (vi) when opening Renminbi account, non-Hong Kong resident is required to acknowledge that he does not hold Hong Kong Identity Card of any kind. If the Customer obtains Hong Kong Identity Card at any time subsequent to the point of time of account opening, the Customer should notify the Bank immediately. Thereafter, the Bank shall provide the Customer with the service in accordance with the rules for Renminbi business applicable to Hong Kong resident.
- (vii) Hong Kong resident who opens Renminbi account with the Bank is required to acknowledge that he does not open any Renminbi account as non-Hong Kong resident with other licensed banks in Hong Kong.
- (viii) the Customer is required to acknowledge that the Customer fully understands the foregoing provisions and potential risks associated with Renminbi business before the Customer conducts the same and agree that the Customer is willing to pay expenses and absorb all losses in relation to the transactions under Renminbi business.

## **7. REMITTANCE**

- 7.1 All outward remittance will be paid and effected in the currency of the country where the payment is to be made unless otherwise instructed.
- 7.2 The Customer agrees that the Bank is at liberty to effect an outward remittance via the Correspondent Agent in any place if the circumstances so require and unless specifically agreed by the Bank, no warranty as to the value day is given. Value day of funds varies with the location, local telecommunication system and the banking practices of the remittance destination.
- 7.3 The Bank may transmit any message in respect of a telegraphic transfer or other electronic transfer in explicit language, code, or cipher and save for fraud or gross negligence on the Bank's part, the Bank shall not be held liable to any error, misinterpretation, neglect, or default of any Correspondent Agent.

- 7.4 The Bank, without prejudice to the generality of the foregoing provisions, shall not be liable for any loss or damage (whether direct, indirect or consequential) to the Customer or any other person as a result of any (i) delay or error in payment or in giving advice of payment and (ii) loss of remarks or messages provided by the Customer in transit or otherwise save for fraud or gross negligence on the Bank's part.
- 7.5 Except with the Bank's written consent, any instruction for remittance shall not be revoked or revised in whole or in part. If so agreed by the Bank, any amendment or cancellation of any outward remittance instruction shall be given by the Customer in writing in the form satisfactory to the Bank.
- 7.6 Any refund following the cancellation of effected outward remittance shall not be paid to the Customer unless and until the Bank has received the fund so remitted from the Correspondent Agent. Such refund shall be paid to the Customer after deduction of the Bank's fees, expenses and costs incurred by the Bank or the Correspondent Agent.
- 7.7 The Customer agrees that the Bank and the Correspondent Agent are entitled to charge such reasonable charges and fees as the Bank or the Correspondent Agent may determine from time to time. All charges incurred outside Hong Kong are for the account of the beneficiary unless otherwise instructed. In the event of the beneficiary failing to pay any such charges, the Customer shall be liable to reimburse on demand to the Bank and the Correspondent Agent for all such charges and fees.
- 7.8 When following the Customer's outward remittance instructions, the Customer agrees that the Bank merely acts as the Customer's remittance agent and have no control over the operations of and the charges and commissions levied or imposed by the Correspondent Agent.
- 7.9 Unless and until the draft is lost and the Customer agrees to provide the Bank with an indemnity in the form satisfactory to the Bank, counter-payment for a bank draft will not be accepted. Where counter-payment is accepted, such fees and charges will be charged to the Customer in the Bank's absolute discretion.
- 7.10 A draft with drawee agent's name and address preprinted, and relevant magnetic ink characters (MICR) encoded will be issued to the Customer, if available and appropriate. Upon the Customer's request to issue a draft payable at a place where the above preprinted draft is not available, a draft without MICR encoded may be issued and the clearing or collection time for such a draft will be longer than that with MICR encoded.
- 7.11 The Bank is obliged to comply with the Applicable Laws when providing remittance service. The right of the Bank to prescribe any conditions is subject to which the Bank provides any services or accept any instruction or to refuse to provide any services or act on any instruction to ensure its compliance with any of the Applicable Laws is reserved. The Bank will only provide remittance services or accept instructions to the extent that the Bank is (in the Bank's

reasonable opinion) practicable and reasonable to do so, having due regard to the Bank's prevailing business practices and procedures (whether internal or otherwise).

- 7.12 The Bank shall comply with all of the Applicable Laws, and particularly without limitation to, those laws regulating and supervising the prevention of money laundering and terrorist financing activities. The Bank shall take any action or implement any measure which the Bank shall in absolute discretion consider appropriate to take. Such action or measure may include, without limitation, the interception and investigation of any payment messages and other information or communications transmitted to or by the Customer or on the Customer's behalf via the the Bank's systems or the Bank Group's system; and making further enquiries in such manner as the Bank shall consider necessary in the its absolute discretion.
- 7.13 Remittance messages may contain the remitter's certain personal information (including the address, date of birth and the number of the identification document of the remitter) in order to comply with the Applicable Laws to which the Bank may be subject. The beneficiary and the paying bank may be permitted to see or access such information. Further, such information may also be made available to other parties or competent authorities, to the fullest extent permitted by any of the Applicable Laws.
- 7.14 If the Bank were unable to confirm the applicable exchange rate at the time when the Customer made the application for remittance, provisional exchange rate will be adopted and the Bank may make adjustment by debiting any deficit from or crediting any gain to the Bank Account after it has reasonably determined the applicable exchange rate.

## **8. E- CHEQUES DEPOSIT SERVICES**

- 8.1 For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

"e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong) with an image of the front and back of the e-Cheque

or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

"e-Cheques Deposit Services"	means the services offered by the Bank to Customers from time to time for depositing e-Cheques.
"e-Cheque Drop Box Service"	means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
"e-Cheque Drop Box Terms"	means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.
"Industry Rules and Procedures"	means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.
"Payee Bank"	means the bank at which a Payee Bank Account is held.
"Payee Bank Account"	means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.
"Payer Bank"	means the bank which digitally signed an e-Cheque created by its Customer.

## 8.2 Nature and scope of e-Cheques Deposit Services

- (i) The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be

required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.

- (ii) e-Cheques Deposit Services allows the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with sub-clause 8.3 below.
- (iii) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (iv) The Bank has the right to set or vary from time to time the conditions for using the Cheques Deposit Services. These conditions may include the following (or any of them):
  - (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
  - (b) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

### 8.3 e-Cheques Deposit Services

- (i) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
- (ii) e-Cheque Drop Box Service
  - (a) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to his use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing his obligations under the e-Cheque Drop Box Terms.
  - (b) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is his same-name account or an account other than his same-name account. The Customer is responsible for the presentment of all e-Cheques by him or any other person using his e-Cheque

Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than his same-name account).

- (c) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
- (d) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

(iii) The Bank's Deposit Channels

The Bank may specify or vary from time to time

- (a) the available Deposit Channels without notice; and
- (b) the terms governing the use of any Deposit Channel.

8.4 Handling of e-Cheques, associated risks and the Bank's liabilities

(i) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

(ii) Restriction of the Bank's liability, without prejudice to the provisions contained herein and all other applicable terms and conditions

prescribed by the Bank:

- (a) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank or the Bank's officers, employees or agents;
  - (b) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
    - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
    - (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Deposit Services;
    - (3) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance;
    - (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
  - (c) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- (iii) The Customer's confirmation and indemnity
- (a) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for

depositing e-Cheques.

- (b) Without prejudice to the effect of any indemnity given by the Customer under provisions contained herein and all other applicable terms and conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or the Customer's use of the e-Cheques Deposit Services.
- (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents.
- (d) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.



### **PART III SPECIFIC PROVISIONS FOR FASTER PAYMENT SYSTEM**

**These Specific Provisions should be read in conjunction with the General Provisions for Banking Service under Part I and Specific Provisions for Banking Service under Part II hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part III hereof shall prevail.**

#### **1. SERVICES RELATING TO FASTER PAYMENT SYSTEM**

##### **1.1 Services relating to Faster Payment System**

- (i) The Bank provides the FPS Services to Customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Part governs the Bank's provision to the Customer and the Customer's use of the FPS Services. The FPS Services form part of our banking services. The provisions contained herein and all other applicable terms and conditions continue to apply to the FPS Services to the extent that they are relevant and not inconsistent with the provisions in this Part. Unless otherwise specified, the provisions of this Part prevail if there is any inconsistency between them and the provisions of the provisions contained herein and all other applicable terms and conditions with respect to the FPS Services.
- (ii) By requesting the Bank to register any Proxy ID for the Customer in the HKICL FPS or to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Customer will be regarded as having accepted and will be bound by the provisions of this Part. The Customer should not request the Bank to register any Proxy ID or set up any eDDA for the Customer and should not initiate any payment or funds transfer using the HKICL FPS unless the Customer accepts the provisions of this Part.
- (iii) For the purpose of the Banking Services relating to Faster Payment System, the following terms have the following meanings:

"Addressing Service" means a service provided by HKICL as part of HKICL FPS to facilitate Customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

"Default Account" means the account maintained by the Customer with the Bank or any other

		Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.
"eDDA"		means a direct debit authorisation set up by electronic means using HKICL FPS.
"eDDA Service"		means a service provided by HKICL as part of HKICL FPS to facilitate Customers of Participants to set up direct debit authorisation.
"FPS Identifier"		means a unique random number generated by HKICL FPS to be associated with the account of a Customer of a Participant.
"FPS Services"		means the services provided by the Bank to Customers from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.
"HKICL"		means Hong Kong Interbank Clearing Limited and its successors and assigns.
"HKICL FPS" or "Faster Payment System"		means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.
"Hong Kong"		means the Hong Kong Special Administrative Region of the People's Republic of China.
"Participant"		means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system

operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

"Proxy ID"

means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a Customer of a Participant, including the mobile phone number or email address of the Customer, or the FPS Identifier.

"Regulatory Requirement"

means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Customer is subject or are expected to comply with from time to time.

## 1.2 Scope of FPS Services and conditions for use

- (i) The Bank provides the FPS Services to Customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the FPS Services and the conditions and procedures for using the FPS Services. In order to use the FPS Services, the Customer has to accept and follow these conditions and procedures.
- (ii) The Bank may provide the FPS Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
- (iii) In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.

- (iv) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (v) The Bank reserves the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.

### 1.3 Addressing Service - registration and amendment of Proxy ID and related records

- (i) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Customer has to register the Customer's Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Customer.
- (ii) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Customer, the Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
- (iii) At any time where the same Proxy ID is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorises the Bank to submit the request on the Customer's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

### 1.4 eDDA Service

In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or Customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

### 1.5 The Customer's responsibility

- (i) Present genuine owner or authorised user of Proxy ID and accounts

The Customer can only register the Customer's own Proxy ID for the

Customer's own accounts or set up eDDA for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Customer in relation to the Faster Payment System, the Customer confirms that the Customer is the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

(ii) Proxy ID

Any Proxy ID to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Customer as contact information on the Bank's records at the relevant time. The Customer understands and agrees that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without the Customer's consent.

(iii) Correct information

(a) The Customer has to ensure that all the information provided by the Customer for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.

(b) The Customer is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(iv) Timely updates

The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Customer's Proxy ID (or related records) or any eDDA setup, including without limitation changing the Customer's Default Account, or terminating any Proxy ID or eDDA. The Customer acknowledges that keeping the Customer's Proxy ID,

eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(v) Change of Default Account

If an account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where the Customer maintains that other account.

(vi) Transactions binding on the Customer

(a) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.

(b) For any Proxy ID registration or eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.

(vii) Use FPS Services responsibly

The Customer must use the FPS Services in a responsible manner. In particular, the Customer has to comply with the following obligations:

(a) The Customer must comply with all Regulatory Requirements that govern the Customer's use of the FPS Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL

(b) In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such

recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.

- (c) If the Bank offers the FPS Identifier as Proxy ID to the Customer, the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Customer desires.

- (viii) Other obligations regarding payments and funds transfers

Any instruction given by the Customer in relation to the FPS Services will be handled by the Bank in accordance with this Part and the applicable provisions in the contained herein and all other applicable terms and conditions. The Customer has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

- (ix) The Customer is responsible for the Customer's authorised persons

Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the FPS Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

- (a) the Customer is responsible for all the acts and omissions of each person authorised by the Customer;
- (b) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and
- (c) the Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Part that are applicable to him/her when acting on the Customer's behalf.

#### 1.6 The Bank's responsibility and restriction of liability

- (i) The Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Customer's instructions or

requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Customer's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.

(ii) Without prejudice to Clause 1.6(i) above or the provisions contained herein and all other applicable terms and conditions:

(a) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the FPS Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents;

(b) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:

(1) the Customer's failure to comply with the Customer's obligations relating to the FPS Services;

(2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond the Bank's reasonable control; and

(c) in no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

(iii) The Customer's confirmation and indemnity

(a) Without prejudice to any indemnity given by the Customer under the provisions contained herein and all other applicable terms and conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities,



claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the FPS Services or the Customer's use of the FPS Services.

- (b) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Services.

#### 1.7 Collection and use of Customer Information

- (i) For the purposes of using the FPS Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:
  - (a) the Customer;
  - (b) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and
  - (c) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Customer's directors, officers, employees, authorised persons and representatives,

all personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the FPS Services are collectively referred to as "Customer Information".

- (ii) The Customer agrees (and, where applicable, for and on behalf of each of the Customer's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
  - (a) providing the FPS Services to the Customer, maintaining and operating the FPS Services;

- (b) processing and executing the Customer's instructions and requests in relation to the FPS Services from time to time;
  - (c) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
  - (d) meeting the requirements to make disclosure under any Regulatory Requirements; and
  - (e) purposes relating to any of the above.
- (iii) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their Customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (iv) If the Customer Information includes personal data or other information of any person other than the Customer (including any persons specified in Clauses 1.7(i)(b) or 1.7(i)(c) above), the Customer confirms that the Customer will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Clause.

## **PART IV SPECIFIC PROVISIONS FOR INTERNET BANKING**

**These Specific Provisions should be read in conjunction with the General Provisions for Banking Service under Part I, Specific Provisions for Banking Service under Part II, and Specific Provisions for Faster Payment System under Part III hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part IV hereof shall prevail.**

### **1. Extent of Services and Variation**

- 1.1 The Bank shall, subject to and upon these Terms and Conditions, provide the Internet Banking Services and facility from time to time through any internet site commissioned, installed, operated and/or maintained by the Bank to enable the Customer to give instructions to and communicate with the Bank on-line for the purposes of effecting banking and other transactions and dealings of various nature and obtaining services, products and information.
- 1.2 For the avoidance of doubt, any internet site commissioned, installed, operated and/or maintained by the Bank is connected to the internet via an independent service provider. Such independent service provider is not an agent of the Bank and the Bank shall not be liable for any act or omission of act of such independent service provider in any respect.
- 1.3 In addition, the Bank may make financial, market or other information and data (the "**Market Information**") supplied by any person (the "**Information Provider**") available to the Customer via the Internet Banking Services and may provide the Customer with reports compiled from the Market Information in any form, medium or means (the "**Reports**"). The Market Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer and, where applicable, the Administrator (as defined hereafter). Neither the Bank nor any Information Provider warrants, represents or undertakes the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Market Information or the Reports or whether it is fit for any purpose. Nor do either of the Bank or any Information Provider the Bank assumes any liability (whether in tort or contract or otherwise) for any reliance on the Market Information or the Reports by the Customer, the Administrator or any other person.
- 1.4 The Bank is, in its absolute discretion, entitled to determine and update or modify from time to time the extent and type of the Internet Banking Services available to the Customer at any time including, without limitation:-
  - (i) expanding, modifying or reducing the Internet Banking Services at any time;
  - (ii) imposing and varying any restrictions (including, without limitation, transaction limit) applicable to the use of the Internet Banking Services; and

- (iii) prescribing and changing the normal service hours during which the Internet Banking Services are available and any daily cut-off time for any type of Internet Banking Services or transactions. The Customer's instruction given to the Bank via Internet Banking Services after any applicable daily cut-off time shall be deemed to be received on the next immediate business day. The Bank may determine business day and daily cut-off time by reference to the operating time of various markets in different time-zones.

## **2. Applicability**

- 2.1 The Internet Banking Services are tendered to the Customer only in jurisdictions where and when they may be lawfully offered. The Internet Banking Services and information relating to the Internet Banking Services are not intended for access or use by persons in other jurisdictions unless such access or use is lawfully permitted. Persons accessing the web pages must be aware of and observe any applicable laws rules and regulations.

## **3. Account Operation**

- 3.1 The Customer is required to nominate or register specified account(s) (the "**Designated Account**") for the purposes of the Internet Banking Services. Therefore, the Internet Banking Services are not available to any account maintained with the Bank by the Customer other than the Designated Account.
- 3.2 Where the Customer consists of more than one person such as joint account holders or joint service users, trustees or personal representatives, as the case may be, each of such joint account holders or joint service users, trustees or personal representatives shall sign, review and amend the application documents in relation to the Internet Banking Services as required by the Bank from time to time.
- 3.3 In the case of a personal customer, the Internet Banking Services are for the Customer's sole and exclusive use. In the case of a non-personal customer, the Customer shall nominate, according to such procedures as the Bank may from time to time prescribe, one or more individual(s) as shall be permitted by the Bank (including, where the Customer is a sole-proprietorship, the sole proprietor) (the "**Administrator**") to use the Internet Banking Services and the Internet Banking Services shall be used by the Administrator and not any other person.
- 3.4 The Customer or, in the case of a non-personal customer, the Administrator shall follow the guidance provided by the Bank on-line or otherwise in designating the user identification code (the "**User Name**") and the password (the "**Password**") for identifying the Customer and/or the Administrator for the purposes of the Internet Banking Services.
- 3.5 The Customer and, where applicable, the Administrator may change the Password at any time but any change shall be effective only if accepted by the

Bank. The User Name cannot be changed unless with the agreement of the Bank.

- 3.6 The Customer and, where applicable, the Administrator shall act in good faith, exercise reasonable care and diligence in keeping the User Name and the Password in secrecy. At no time and under no circumstances shall the Customer and, where applicable, the Administrator disclose the User Name and/or the Password to any other person.
- 3.7 The User Name and the Password will be dispatched to the Customer in such a manner as the Bank shall from time to time prescribe at the Customer's own risk.
- 3.8 In case of joint account, the User Name and the Password will be made available to all the account holders in such a manner and form as the Bank shall from time to time prescribe. Either one or all of the joint account holders is entitled and have full power and authority to operate the Designated Account subject to these Terms and Conditions unless otherwise agreed in writing.
- 3.9 Upon becoming aware or suspicious of the User Name, the Password, the electronic certificate and/or the private key being disclosed to any unauthorised person or any unauthorised use of the Internet Banking Services being made, the Customer (or, in the case of a non-personal customer, the Customer or the Administrator) shall notify the Bank in person as soon as practicable or by telephone or in such other manner as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer and, where applicable, the Administrator shall remain responsible for any and all use of the Internet Banking Services by unauthorised persons or for unauthorised purposes.
- 3.10 The Customer and, where applicable, the Administrator shall be fully responsible for any accidental or unauthorized disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or the Password being used by unauthorized persons or for unauthorized purposes.
- 3.11 Any instruction given by quoting the User Name and the Password, once given, may not be revoked or withdrawn in whole or in part without the consent of the Bank. All such instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer and, where applicable, the Administrator whether given by the Customer or the Administrator or by any other person purporting to be the Customer or the Administrator. Unless the Bank has actual knowledge that an instruction is a duplicated instruction before it has effected the relevant instruction, the Bank shall be entitled to deem such duplicated instruction as an independent instruction and effect the same and shall not be liable for any loss incurred by the Customer and the Administrator resulting thereof. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password.

#### **4. Rights and Obligations of the Customer**

- 4.1 The Customer may terminate the use of the Internet Banking Services at any time by giving to the Bank not less than 5 Business Days' prior written notice provided that the accrued rights of the Bank under these Terms and Conditions shall not be affected.
- 4.2 To activate the Internet Banking Services for the first time, the Customer and/or the Administrator are required to register on-line or in such other manner as the Bank may from time to time specify and indicate their acceptance of all the terms and conditions governing the use of the Internet Banking Services and to provide such information as the Bank may reasonably require for verifying the identity of the Customer and/or the Administrator.
- 4.3 By registering to use the Internet Banking Services, the Customer and the Administrator warrant and undertake that all information provided by the Customer to the Bank in relation to the Internet Banking Services is true, accurate, complete and up-to-date.
- 4.4 The Customer and, where applicable, the Administrator shall not use or knowingly allow any other person to use the Internet Banking Services, the Market Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer acknowledges and agrees that, as a condition of using the Internet Banking Services to give instructions, the Customer will immediately notify the Bank if:-
- (i) an instruction has been placed through the Internet Banking Services and the Customer has not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
  - (ii) the Customer has received acknowledgement (whether by hard copy, electronic or verbal means) of an instruction which the Customer did not issue or has error or irregularity;
  - (iii) the Customer becomes aware of any of the acts mentioned in Clause 5.1 being done or attempted by any person;
  - (iv) the Customer becomes aware of any unauthorized and/or illegal use of the User Name or Password belonging to you; or
  - (v) the Customer has difficulties in the use of the Internet Banking Services.
- 4.5 The Customer or, in the case of a non-personal customer, the Administrator is required to quote the User Name and the Password in order to log-on to the Internet Banking Services and give instructions to the Bank on-line. Instructions in connection with the Internet Banking Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may

prescribe from time to time and until the Bank has actually received them.

- 4.6 In the case of a non-personal customer, the liabilities and obligations of the Customer and the Administrator are joint and several and all transactions effected and services provided by the Bank pursuant to instructions received by the Bank shall be binding on the Customer and the Administrator in all respects. The Customer and the Administrator irrevocably authorise the Bank to effect debits and credits or fund transfers with the relevant accounts in accordance with instructions. The Customer and the Administrator shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Account for the purpose of any instructions. The Bank shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to the Customer or the Administrator and the Customer and the Administrator shall be fully responsible for any overdraft, advance or debit created as a result.
- 4.7 Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Internet Banking Services will be provided by the Bank on-line. Such advice or confirmation shall be deemed to have been received by the Customer and, where applicable, the Administrator immediately after transmission and it is the duty of the Customer and, where applicable, the Administrator to check such advice or confirmation. It is also the duty of the Customer and, where applicable, the Administrator to enquire with the Bank if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.
- 4.8 In addition to the other provisions in these Terms and Conditions, in the case of a non-personal customer:-
- (i) The Customer and the Administrator shall, at the Bank's request, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Internet Banking Services and the performance, exercise and preservation of its obligations, powers and rights under the provisions of these Terms and Conditions;
  - (ii) The Customer acknowledge that, subject to any daily limits or other restrictions which may be imposed by the Customer and/or the Bank in using the Internet Banking Services, the Administrator may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). The Customer authorises the Bank to carry out all instructions in accordance with the provisions of these Terms and Conditions and confirm that the Bank is not under any duty to verify the propriety or integrity of any instructions;

- (iii) It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Internet Banking Services from time to time, the appointment and change of the Administrator and the Designated Accounts, and to adopt proper safeguards against the Internet Banking Services being used by unauthorised persons or for unauthorised or illegal purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which the Administrator may debit, withdraw or transfer from the Designated Accounts; and
  - (iv) By designating any Designated Account, the Customer authorises the Administrator to operate singly such account by using the Internet Banking Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this sub-clause 4.8(iv).
- 4.9 Unless the following sub-clause 4.10 applies, the Customer and, where applicable, the Administrator shall be fully liable and responsible for all consequences arising from or in connection with use of the Internet Banking Services and/or access to any Market Information or the Reports or any other information as a result of such use by the Customer, the Administrator or any other person whether or not authorised.
- 4.10 Subject to the above sub-clause 3.9 and if, in the Bank's reasonable opinion, there is no negligence, fraud or fault on the part of the Customer and, where applicable, the Administrator, the Customer and the Administrator shall not be liable for loss or misplacement of funds caused by unauthorised transactions conducted through the use of the Internet Banking Services as a result of:-
- (i) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with the sub-clause 6.5;
  - (ii) a human or system error of us; or
  - (iii) a missed or mis-directed payment caused by our gross negligence or wilful default, our officers or employees.
- 4.11 The Customer and, where applicable, the Administrator shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Internet Banking Services.
- 4.12 The Customer and, where applicable, the Administrator authorise the Bank to disclose and transfer information relating to the Customer, the Administrator, their respective accounts and/or the transactions executed by the Bank on behalf of the Customer and/or the Administrator to such person(s) as the Bank may be requested (whether or not compelled by law) to do so by any law, rules or



regulations of any competent jurisdiction in which the Bank execute such transactions or any Exchange, government or regulatory authority in such jurisdiction.

- 4.13 The Customer and, in the case of a non-personal customer, the Administrator shall jointly and severally, indemnify the Bank, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by the Bank or any of the above persons and all actions or proceedings which may be brought by or against the Bank or any of the above persons in connection with the provision of the Internet Banking Services, the Market Information and/or the Reports or the exercise or preservation of our powers and rights under the provisions of these Terms and Conditions, unless due to the gross negligence or wilful default of the Bank, any Information Provider or their respective officers or employees or unless the above sub-clause 4.10 applies.
- 4.14 The Customer and, where applicable, the Administrator shall access to and maintain appropriate computer equipment, software and internet connection for the purpose of using the Internet Banking Service at their own expenses. The Customer and, where applicable, the Administrator shall be solely responsible for all telephone charges, internet service fees and other expenses incurred in connection with the use of the Internet Banking Service. The Bank shall not be liable for any loss incurred by the Customer and, where applicable, the Administrator in the event that they fail to access to the Internet Banking Service or false representations in respect of the Internet Banking Service are displayed on their screens by reason that inappropriate equipments, softwares and internet connection are employed.

## **5. Acknowledgement by the Customer**

- 5.1 The Customer and, where applicable, the Administrator acknowledge that the Internet Banking Services, the Bank's website and the software comprised in them, are proprietary to the Bank. The Customer undertakes and warrants that the Customer will not, and will not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized and/or illegal access to, any part of the Internet Banking Services, the Bank's website and any of the software comprised therein. The Customer agrees that the Bank shall be entitled to close any or all of the Designated Account immediately without notice to the Customer, and the Customer acknowledges that the Bank may take legal action against the Customer, if the Customer is at any time in breach of this warranty and undertaking. The Customer undertakes to notify the Bank immediately if the Customer becomes aware that any of the actions described above in this provision is being perpetrated by any other person.
- 5.2 The Customer acknowledges that no representation or warranty is given by the Bank as to the timeliness, sequence, accuracy or completeness of market data or any market information provided to the Customer through the Internet Banking Services.

- 5.3 The Customer and, where applicable, the Administrator acknowledge that it is his/her/its responsibility to determine independently market prices, interest rates, exchange rates for trading purposes through his/her/its usual trading channels, to verify any of the Market Information and/or the Reports before relying or acting on it and to seek independent professional advice on legal, financial, tax and other issues in connection with the use of the Internet Banking Services, the Market Information and the Reports, the provisions of these Terms and Conditions and any transactions and dealings which may affect the Customer and, where applicable, the Administrator under all applicable laws.
- 5.4 The Customer acknowledges that the Bank is not responsible for the content available on or the set-up of any other websites or resources linked to the Bank's website. Access to, and use of, such other websites or resources is entirely at the Customer's own risk and subject to any terms and conditions that may be applicable to such access or use. Any website hyperlinked on the Bank's website is for reference only. The Bank shall not be deemed to control, endorse, recommend, approve, guarantee or introduce any third parties or any of the services or products that they provide on their websites, whether directly or indirectly, nor does the Bank have any form of cooperation with such third parties and websites.
- 5.5 Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the internet site(s) or otherwise in response to an on-line inquiry is for reference only and is not binding. Any interest rate, exchange rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer and, where applicable, the Administrator upon his/her/its acceptance irrespective of any different interest rate, exchange rate, price or information quoted by the Bank.
- 5.6 The Customer and, where applicable, the Administrator acknowledge that there may be a time lag in transmission of instructions, information or communication via the internet.
- 5.7 The Customer and, where applicable, the Administrator acknowledge that, where they are entitled to a refund from or have a dispute with any third party recipient, it is the Customer and where applicable, the Administrator's own responsibility to directly contact the relevant third party recipient. The Bank shall neither be held liable for any loss the Customer and where applicable, the Administrator may incur as a result thereof nor responsible for following up any such dispute.

## **6. Rights of the Bank**

- 6.1 The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- 6.2 Information relating to any account or transaction made available on the internet site(s) are for reference only. The Bank's records of such account and

transaction and any use of the Internet Banking Services shall be conclusive unless and until the contrary is established.

- 6.3 The Bank shall be entitled to effect any payment and to require the Customer and, where applicable, the Administrator to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer and the Administrator.
- 6.4 The Bank reserves the right to charge fees in relation to the use and/or termination of the Internet Banking Services and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continue to maintain or use the Internet Banking Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.
- 6.5 The Bank will take reasonably practicable steps to ensure that the Bank's systems in connection with the Internet Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any laws, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- 6.6 None of the Bank, Associate or any Information Provider warrant or represent that the Internet Banking Services, the Market Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer and, where applicable, the Administrator.
- 6.7 To the extent permitted by the "Circular on the Personal Data (Privacy) Ordinance", the Bank shall be entitled to download information including identification data of the Customer and, where applicable, the Administrator to their computers and access devices.
- 6.8 The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Internet Banking Services or their use by the Customer and, where applicable, the Administrator.
- 6.9 The Bank may, at any time and without notice, apply any credit balance in any currency on any account of the Customer and, where applicable, any account of the Administrator, whether in the name of the Customer or the Administrator or in the names of the Customer or the Administrator and any other person, in or towards satisfaction of any indebtedness owed by the Customer or the Administrator to the Bank under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by the Customer or the Administrator or by the Customer or the Administrator and any other person.

- 6.10 Without prejudice to all other rights and powers hereunder or provided by law, the Bank shall be entitled to exercise a lien over all property of the Customer and, where applicable, the Administrator which is in our possession or control, for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to deal in, dispose or sell such property to satisfy such indebtedness owed by the Customer or the Administrator to the Bank.
- 6.11 Subject to applicable laws rules and regulations, the Bank may revise the provisions applicable to the Internet Banking Service and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving thirty (30) days' prior notice to the Customer and, where applicable the Customer have appointed Administrator, to the Customer and/or, the Administrator, the notice of which may be given by posting it on the internet site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer and, where applicable, the Administrator if the Customer and/or the Administrator continue to maintain or use the Internet Banking Services on or after the effective date of variation. Where a non-personal customer is requested by the Bank to confirm acceptance of any revision and/or addition to these Terms and Conditions, the Bank is authorised and instructed by the Customer to accept the confirmation given by the Administrator on behalf of the Customer and the Customer shall be bound accordingly.
- 6.12 Without prejudice to the foregoing provisions under these Terms and Conditions, the Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the provisions of these Terms and Conditions.

## **7. Obligations of the Bank**

- 7.1 To the extent permitted by law, unless due to our gross negligence or wilful default and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), the Bank shall not assume any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:-
- (i) use of the Internet Banking Services and/or access to any information as a result of such use by the Customer (or, in the case of a non-personal customer, the Administrator) or any other person whether authorized or not;
  - (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Internet Banking Services, in transmitting instructions or information relating to the Internet Banking Services or in connecting with the internet site(s) caused by any acts,

omissions or circumstances beyond our reasonable control including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes of conduct, directions, regulatory guidelines or government order (whether or not having the force of law); and

- (iii) transmission and/or storage of any information and/or data relating to the Customer, the Administrator, the Internet Banking Services and/or transactions or dealings conducted by the Customer and/or the Administrator pursuant to the Internet Banking Services through or in any system, equipment or instrument of any communication network provider.

7.2 In no event shall the Bank or any Information Provider be liable to the Customer, the Administrator or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

## **8. Market Information, Intellectual Property and Information Providers**

8.1 The Customer and, where applicable, the Administrator acknowledge and agree that the Services, the Market Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "**Confidential Information**") are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.

8.2 Unless expressly permitted by these Terms and Conditions, the Customer and where applicable, the Administrator, shall not, and shall not attempt to:-

- (i) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice;
- (ii) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information; or
- (iii) Incorporate or combine the Confidential Information with any other program.

8.3 The restrictions on disclosure shall not apply to any Confidential Information:-

- (i) where only after written consent to disclose has been given by the Customer or the Administrator to the Bank;

- (ii) where its disclosure is compelled by law but only to the extent required by law; or
- (iii) where the Bank has expressly agreed in writing to its disclosure.

8.4 The Customer and, where applicable, the Administrator agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Services, the Market Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer or the Administrator. The Customer and, where applicable, the Administrator shall not make any representation or declaration or do any act which may be taken to indicate that the Customer or the Administrator has any such right, title or interest.

8.5 From time to time, an Information Provider may impose terms and conditions in relation to the availability of any information supplied by it. Access to such information by the Customer and, where applicable, the Administrator on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by the Customer and the Administrator.

## **9. Account Aggregation Service**

9.1 The Bank and Hua Nan Commercial Bank, Head Office (the “**Head Office**”) jointly provide the account aggregation service (the “**Account Aggregation Service**”) to the Customer who has respectively maintained account(s) with the Bank and the Head Office and have access to their respective Internet Banking Service and e-banking service (the “**Head Office’s E-Banking Service**”), via which the Customer, and where applicable, the Administrator may, upon application to the Head Office, directly operate the Designated Account he/she/it maintains with the Bank after logging-on to his/her/its e-banking account maintained with the Head Office. Upon logging-on to the Customer’s e-banking account maintained with the Head Office by quoting his/her/its login ID, password, electronic certificate and/or private key (where applicable) under the Head Office’s E-Banking Service, the Customer will not be required to quote his/her/its User Name and Password for the purpose of operating the Designated Account which he/she/it maintained with the Bank.

9.2 Solely for the purpose of this section, the term “Customer” shall refer to any customer of the Bank who has been granted access to the Account Aggregation Service by the Head Office.

9.3 These Terms and Conditions will mutatis mutandis apply to instructions given and/or services, products and information obtained by the Customer in using the Account Aggregation Service to access to the Designated Account he/she/it maintains with the Bank. Any instructions given and/or services products and information obtained by the Customer from his/her/its e-banking account

maintained with the Head Office shall be governed by the Terms and Conditions for Hua Nan Commercial Bank e-Banking Service as amended from time to time.

- 9.4 For the avoidance of doubt and without prejudice to Clause 3.11, where the Customer, and where applicable, the Administrator uses the Account Aggregation Service to access to the Designated Account and give instruction(s), such instruction(s) shall be deemed as having the same binding effect as those given by quoting the User Name and the Password. Any instructions given by quoting the Bank's liability shall be limited to such extent as specified in Clause 7.

## **10. Others**

- 10.1 All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Internet Banking Services and/or the use of the Internet Banking Services shall remain in full force and effect after suspension or termination. Notwithstanding such suspension or termination, the Customer and, where applicable, the Administrator shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.
- 10.2 The Internet Banking Services provide an additional means for the Customer to operate the Designated Account, undertake transactions and effect dealings and obtain services, products, information, goods, benefits and privileges from the Bank as shall be made available from time to time. Transactions and dealings effected by using the Internet Banking Services are subject to these Terms and Conditions and all other applicable policies. All other provisions herein governing the relevant accounts, transactions, dealings, services, products, information, benefits or privileges shall continue to apply but in case of any difference, the provisions under these Terms and Conditions shall prevail for the purposes of the Internet Banking Services.

## Schedule

### Circular on the Personal Data (Privacy) Ordinance (the “Ordinance”)

1. From time to time, it is necessary for Customers and various other individuals (including but not limited to applicants for banking/financial services and facilities, sureties and persons providing security or guarantee for banking facilities, shareholders, directors, officers and managers of corporate Customers, and other contractual counterparties) (collectively, “**Data Subjects**”) to supply Hua Nan Commercial Bank, Ltd. (the “**Bank**”) with data in connection with the opening or continuation of accounts, the establishment or continuation of banking facilities or provision of banking, financial and other services by the Bank, or the provision of supplies or services to the Bank and the Bank’s Customers.
2. Failure to supply such data may result in the Bank being unable to open or continue accounts, establish or continue banking facilities, provide banking, financial and other services or accept or continue the provision of supplies or services to the Bank and the Bank’s Customers.
3. Data are collected from Data Subjects in the ordinary course of the continuation of the Bank’s relationships with the Data Subject, for example, when the Data Subjects write cheques, deposit money, apply for credit, or give instructions or gain access to or otherwise carry out transactions as part of the Bank’s services. The Bank will also collect data relating to the Data Subject from third parties, including third party service providers with whom the Customer interacts in connection with the marketing of the Bank’s products and services and in connection with the Customer’s application for the Bank’s products and services.
4. Data relating to a Data Subject may be used for the following purposes:
  - (i) considering and assessing the Customer’s application for the Bank’s products and services;
  - (ii) the daily provision or operation of banking, financial and/or other services/facilities provided by or to the Bank or the Bank’s Customers (including but not limited to the provision of credit card, charge card facilities and services provided via the internet);
  - (iii) the provision of relevant data to any credit reference agency;
  - (iv) in relation to the provision of banker’s references about the Data Subject to other financial institutions or other persons;
  - (v) the processing of banking, financial and/or other services/facilities’ applications;
  - (vi) in connection with the conducting of credit and other status checks with any credit reference agency, credit enquiry agency or other persons (including, without limitation, upon an application for any credit facility or upon periodic or special review or renewal of such facility, which will normally take place at least once each year) and collecting debts;
  - (vii) ensuring Data Subjects’ ongoing creditworthiness;



- (viii) creating and maintaining the Bank's credit and risk related scoring models;
- (ix) assisting other financial institutions to conduct credit checks and collect debts;
- (x) providing status reports on the Data Subject or the accounts of the Data Subject when so requested by any other bank, financial institution or recognized credit reference agency or credit enquiry agency;
- (xi) researching and designing banking, financial, investment and insurance services or related products of the Bank for use of the Data Subjects;
- (xii) marketing services, products and other subjects (please see further details in paragraph 6 below);
- (xiii) determining amounts owed to or by Data Subjects;
- (xiv) performing treasury functions;
- (xv) the enforcement of obligations of Data Subjects, including but not limited to collection of amounts outstanding from Data Subjects and those providing security, guarantees or other credit support for the Data Subjects' obligations (such persons referred to collectively as "**Credit Support Providers**");
- (xvi) enabling an actual or proposed successor of the Bank or any of its holding companies, subsidiaries, associates and/or any of their branches, offices or units (whether within or outside the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**")) (collectively, the "**Bank Group**", and each, the "**Bank Group Member**") or an actual or proposed assignee, transferee, participant or sub-participant of the Bank's rights and/or obligations in respect of the Data Subject (including without limitation an actual or proposed taker of a charge, assignment or other security or collateral over any of the Bank's rights in respect of the Data Subject) or an actual or proposed purchaser of all or any part of the Bank's business or its shares to evaluate the transaction intended to be the subject of such succession, assignment, transfer, participation, sub-participation or purchase (including without limitation any security or collateral arrangement);
- (xvii) purposes within the ordinary course of banking business, including but not limited to provision of administrative and data processing services to the Bank;
- (xviii) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any Bank Group Member or that it is expected to comply according to:
  - (a) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);

- (b) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
  - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any Bank Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- (xix) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xx) purposes specifically provided for in any particular service or facility offered by the Bank; and
  - (xxi) purposes relating to any of the above and the Bank may carry out “matching procedures” (as such expression is defined in the Ordinance) (whether or not with a view to taking any adverse action against the Data Subject) or data comparison in respect of all or any of such purposes.
5. Data held by the Bank in relation to a Data Subject will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- (i) any other Bank Group Member;
  - (ii) any person to whom the Bank or any Bank Group Member is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any Bank Group Member, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any Bank Group Member are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any Bank Group Member with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

- (iii) the Bank's professional advisors (including without limitation its auditors and legal advisors);
- (iv) any agent, contractor, service provider or person (whether or not such person is a Bank Group Member) who provides administrative, data processing, telecommunications, computer, payment, securities clearing or other services to the Bank (including without limitation any credit reference agency, rating agency, insurer or insurance broker, direct or indirect provider of credit protection and, in the event of default, any debt collection agency) in connection with the operation of its business, whether in or outside Hong Kong for the purposes of such services;
- (v) third party service providers with whom the Customer has chosen to interact with in connection with the Customer's application for the Bank's products and services;
- (vi) any other person including a Bank Group Member which has undertaken to keep such information confidential;
- (vii) any nominee, trustee, co-trustee, centralized securities depository, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to the Data Subject;
- (viii) any financial institution with which the Data Subject has or proposes to have dealings;
  - (a) any actual or proposed successor of the Bank or any other Bank Group Member;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding and privileges programme providers;
  - (d) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
  - (e) charitable or non-profit making organisations; and
  - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4(xii) above.

Such information may be transferred to a place outside Hong Kong.

- (ix) any actual or proposed assignee, participant, sub-participant or transferee of the Bank's rights in respect of the Data Subject including, without limitation, any actual or proposal security/collateral taker as referred to in paragraph 4(xvi) above, the Hong Kong Mortgage

Corporation (“**HKMC**”) or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by the Bank or any purchaser of all or any part of the Bank’s business or its shares as referred to in paragraph 4(xvi) above;

- (x) any person to the extent required for purposes of any litigation, arbitration, investigative or regulatory proceedings or procedure in Hong Kong or elsewhere;
- (xi) banks of drawers of cheques made payable to Data Subjects in order to confirm to such drawers payment to the Data Subjects under such cheques;
- (xii) any person who requests the Bank to provide references with respect to the Data Subject upon producing proof of the Data Subject’s prescribed consent; and
- (xiii) any other person with the Data Subject’s express written consent.

6. The Bank intends to use data of a Data Subject in direct marketing and the Bank requires the consent of a Data Subject (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the Bank may use the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Data Subject held by the Bank from time to time in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;
  - (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by the Bank’s co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
  - (a) the Bank Group Members;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers;

- (d) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;
  - (iv) Apart from marketing the above services, products and subjects itself, the Bank also intends to provide the data as set out in paragraph 6(i) above to all or any of the persons described in paragraph 6(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose.
  - (v) According to paragraph 6(iv) above, the Bank may receive money or other property in return for providing the data to the other persons and, when requesting the Data Subject's consent or no objection as described in paragraph 6(iv) above, the Bank will inform the Data Subject if it will receive any money or other property in return for providing the data to the other persons.
  - (vi) If a Data Subject does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the Data Subject may notify the Bank to exercise his opt-out right.
7. Under and subject to the terms of the Ordinance, any individual has the right:
- (i) to check whether the Bank holds data about him/her and may request access to such data;
  - (ii) to request the Bank to correct any data relating to him/her which is inaccurate; and
  - (iii) to request the Bank to ascertain its data policies and practices and to be informed of the kind of personal data held by the Bank;
8. Subject to the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
9. Data of a Data Subject may be used, processed, stored, disclosed or transferred in and to any country or territory as the Bank or any person who has obtained such data from the Bank (as referred to in paragraph 5) considers appropriate. Such data may also be disclosed in accordance with the local practices and the laws, regulations or guidelines (whether or not having the force of law), or court orders in such country or territory.
10. The person to whom requests for access to data or correction of data or for information regarding the Bank's policies and practices and kinds of data held are to be addressed as follows to:

Compliance Officer  
Hua Nan Commercial Bank, Ltd.  
Suite 5601-03.  
56/F Central Plaza,  
18 Harbour Road,  
Wanchai Hong Kong  
Telephone: [852-2824 0288]  
Fax: [852-2824 2573]

11. Nothing in this Circular shall limit the rights of Customers under the Ordinance.
12. If there is any conflict between the English and Chinese versions of this Circular, the English version shall prevail for all purposes.