

客戶重要通知

Important Notice to Customers



更改「網上證券交易服務一般條款及條件」通知

本行將於 2017 年 4 月修訂「網上證券交易服務一般條款及條件」（簡稱「條款和條件」）的條文。

A. 條款和條件主要更新的摘要

已修訂的條款和條件旨在：

- 令條款和條件適用於本行透過流動應用程式軟件向客戶提供的網上證券交易服務；
- 使本行給予客戶合理通知後，網上證券交易服務條款和條件的任何修改及增補隨即生效，該等通知可在銀行網站上張貼或以本行認為適當的該等其他實物或電子方式發出，若客戶在更改的條款和條件生效日或之後繼續使用網上證券交易服務，該通知即對客戶構成約束力；
- 使條文涵義更清晰。

新增條文及完整修訂請參閱 B 部分。

B. 條款和條件內新增或已修訂的條文(新加內容已劃上底線，移除內容已被劃掉)：

原有項目號碼	修訂或新增項目號碼	修訂內容
1	不變	中國建設銀行（亞洲）股份有限公司（“本銀行”）於銀行業條例（第 155 章）下為一間認可機構及於《證券及期貨條例》（香港法例 571 章）下為註冊機構（中央號碼：AAC155），從事第一類（證券交易）、第四類（就證券提供意見）的受規管活動。本銀行向本銀行客戶（每一位均稱為“客戶”）提供可通過本銀行網站（“網上服務”）使用的互動服務的網上銀行服務，該服務容許客戶向本銀行發出指示，以讓本銀行為客戶買賣證券（本文當中除非文義另有規定，凡提及“證券”者，均指所有或任何證券）、查詢或計算客戶下盤、帳戶、數目及證券持有的情況以及獲取並接收與證券有關的財務及市場資料和數據（統稱為“網上證券交易服務”）。該網上證券交易服務及通過該服務進行的交易乃依照（甲）下文所列各項條款（“網上證券交易服務條件”）以及（乙）下列不時修訂的文件所列各項條款（統稱“一般條件”）施行，該等一般條款現特此納入為《網上證券交易服務條件》，以構成其整體所需的一部份：

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		<p>- 客戶不時與本銀行簽訂之《投資服務之條款和條件》、《投資服務之條款和條件及風險披露聲明》及/或其他有關文件¹；及...</p> <p>- <u>《網上銀行服務的條款及條件》</u>；及</p> <p>- 本銀行不時於本銀行網站內發出的《免責使用條款及私隱聲明》、《個人資料（私隱）條例通知有關個人資料（私隱）條例之客戶通告》以及《網上證券交易服務相關個人資料收集聲明》。</p> <p><u>「電腦系統」指進入網上銀行服務所需之電腦設備、流動裝置、其他設備或裝置及所有連接或裝載其內之硬件、軟件、應用程式及數據裝置。</u></p> <p><u>「銀行流動應用程式」指本銀行不時指定的流動應用程式軟件。</u></p> <p><u>「網上銀行服務」指銀行透過銀行網站及/或銀行流動應用程式向客戶提供的服務，客戶可使用電腦系統向銀行取得資料或數據及/或發出指示，包括但不限於透過銀行進行交易。</u></p> <p><u>「銀行網站」指 www.asia.ccb.com 或由銀行不時主辦之其他網站。</u></p>
2	不變	除非文義另有規定，《一般條件》中所使用的名稱及詞彙應與本文當中的意義相同。如《一般條件》所規定，...
3	不變	此外，須經兩名或以上戶口持有人簽字才可運用的聯名戶口將不可享用網上服務買賣證券。若本網上證券交易服務條件與網上銀行服務的條款及條件之間有任何歧異之處，應以本網上證券交易服務條件之內容為準。

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4	不變	<p>...若客戶意欲買賣某證券的數量不夠一手或其倍數，本銀行也可能拒絕執行其下盤。另外，在客戶帳戶中所持可動用資金或證券的數目不足以結算有關交易的情況下，本銀行保留權力以根據本銀行在相關時間決定的客戶所持可動用資金或證券數目來部份執行下盤而毋須遵照下盤要求的數目全額執行。此外，客戶不得通過透過網上證券交易服務下盤賣空證券。一旦客戶向本銀行發出下盤，除了通過本銀行網站或銀行流動應用程式內指定的電子功能，或者通過向本銀行股票交易熱線發出指示外，不得以其他方式對該下盤作出任何修改或刪除，而本銀行有權以合理理由拒絕接受該修改或刪除。在不限制上述本銀行擁有的權利的前提下，任何要求對客戶早必須在銀行執行指令前發出的下盤作出的刪除，向銀行提出取消或修改只能於有關交易執行前提出指令的要求。為避免誤解起見，任何免生疑問，已全額面或部份局部執行的任何客戶下盤均指令對客戶具有約束力。一旦下盤中的相關證券已在相關交易所/市場中進行交易，無需進一步通知，有關下盤即視為已被執行。每項交易將根據《一般條件》進行交收（包括支付與交易相關的各項費用，如佣金、印花稅、轉讓費、註冊費、交易稅及費用）。</p>
5	不變	<p>對於通過網上證券交易服務下盤並已向本銀行提供其有效電郵地址及/或可接收手機短訊的流動電話號碼的客戶，本銀行將合理地盡力將每項下盤的交易確認函在交易當日相關市場收市後一小時之內，通過電子郵件及/或手機短信訊發給客戶。...用以確認交易及會計報表內容的成交單據，將根據《一般條件》分開以信件方式寄給客戶。客戶可通過本銀行網站查詢下盤的狀況，但是只能取得本銀行不時在網站內列明的特定下盤數目或時段內的下盤狀況。</p>
7	不變	<p>客戶同意本銀行為進行網上證券交易服務，可以通過電子郵件、手機短訊或互聯網或本銀行不時採取的其他適當方式(不論電子渠道或其他方式)與客戶聯繫及向客戶發出通知以及傳遞數據或文件（包括交易確認書、成交單據及/或會計報表賬戶結單）。客戶須提供予本銀行其電子郵件地址及/或可接收手機短訊的流動電話號碼。並且如該電郵地址及/或流動電話號碼有任何改動、暫停、中斷或終止，客戶須立即通知本銀行。本銀行不會為與客戶不時提供予銀行之資料有關的任何訊息承擔任何責任或義務。如客戶並不向本銀行提供最新電郵地址及/或可接收手機短信訊的流動電話號碼，本銀行不會承擔任何責任或義務。</p>
8	不變	<p>為使用網上證券交易服務，除本銀行在銀行網站、銀行流動應用程式或本銀行指定的電話證券交易系統內所指定的電子器材外，客戶不得通過任何其他電子器材網絡瀏覽器或流動裝置向</p>

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		本銀行傳遞（本銀行也不會執行這類）任何要求、指示或下盤。
10	不變	客戶可以於任何時候通過網上證券交易服務下盤，但是本銀行會於 <u>銀行網站及/或銀行流動應用程式</u> 內列明本銀行不時定出的各交易日本銀行接受處理客戶下盤的截止時間。...
		新增以下第 11 條及第 12 條：
N/A	11	<u>除客戶及本銀行外，並無其他人士有權強制執行網上證券交易服務條件的任何條文。</u>
N/A	12	<u>本銀行可於任何時間及不時修訂網上證券交易服務條件及/或加入附加條款及條件。本銀行給予客戶合理通知後，網上證券交易服務條件的任何修改及增補隨即生效，該等通知可在銀行網站上張貼或以本銀行認為適當的該等其他實物或電子方式發出，若客戶在修訂或增補條款及條件生效日或之後繼續持有或使用網上證券交易服務，該通知即對客戶構成約束力。</u>

客戶可聯絡分行職員索取上述條款和條件之完整修訂本。客戶除可經分行查詢詳情，亦可致電客戶服務熱線277 95533了解。

本行會於2017年3月中旬通知客戶上述更改條款和條件的生效日。若客戶於生效日或之後繼續使用網上證券交易服務，上述更改將對客戶具有約束力。倘客戶不接受上述修訂，客戶有權於生效日前根據條款和條件中列明的有關條款終止網上證券交易服務，請致電客戶服務熱線通知本行以作安排。

本通知之中英文文本如有歧異，概以英文本為準。

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Notice of Amendments to TERMS & CONDITIONS IN RELATION TO ONLINE SECURITIES TRADING SERVICE

Please be informed that TERMS & CONDITIONS IN RELATION TO ONLINE SECURITIES TRADING SERVICE (the "Terms and Conditions") will be amended in April, 2017 as set out below:

A. Summary of the key changes to the Terms and Conditions

The Terms and Conditions are amended:

- to make the Terms and Conditions applicable to the Online Securities Trading Service provided by the Bank via mobile application software as may be designated by the Bank from time to time;
- to the effect that any revision or addition to provisions in the Terms and Conditions shall become effective subject to the Bank giving reasonable notice to customers which may be given by posting it on the Bank's website or by such other physical or electronic means as the Bank thinks fit, and shall be binding on customers if customers continue to use the Online Securities Trading Service on or after the effective date of the revised Terms and Conditions.
- to enhance clarity of the meaning of the provisions.

Please refer to Part B for full details of the newly added provisions and amendments.

B. New provisions and amendments to the Terms and Conditions (additions are underlined and deletions are crossed out):

Original Clause number	Amended or New clause number	Amendment(s)
1	No Change	China Construction Bank (Asia) Corporation Limited (the "Bank") is an Authorized Institution under the Banking Ordinance (Cap. 155) and a Registered Institution (CE number AAC155) under the Securities and Futures Ordinance (Cap.571) to carry on Type 1 (Dealing in Securities) and Type 4 (Advising on Securities) Regulated Activities. The Bank provides to its customers (each of them is herein referred to as the "Customer") interactive services accessible through the Bank's website (the "Online Service") <u>Online</u>

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	<p>Banking Services that allows <u>allow</u> the Customer to give instructions to the Bank to sell and/or purchase Securities for the Customer (all references herein to "Securities" shall mean, unless the context otherwise requires, all or any of the Securities), to check on or calculate the status of the Customer's orders, accounts, amounts and holdings and to access and receive financial and market information and data regarding Securities (collectively, the "Online Securities Trading Service"). The Online Securities Trading Service and the transactions conducted via such service are subject to the terms and conditions set out below (the "Online Securities Trading Service Conditions") as well as the terms and conditions of the following documents as they may be amended from time to time (collectively, the "General Conditions") which are hereby incorporated into the Online Securities Trading Service Conditions and form an integral part hereof :</p> <ul style="list-style-type: none">the Bank's "Terms and Conditions for Investment Services" <u>Terms and Conditions and Risk Disclosure Statement for Investment Services</u> and/or the other relevant documentation from time to time entered into by the Customer with the Bank¹; and...<u>Terms and Conditions for Online Banking Services; and</u>the Bank's statements on Disclaimer <u>Terms of Use and Privacy Statement, Notice to Customers relating to the Personal Data (Privacy) Ordinance Notification</u> and the Personal Information Collection Statement Relating to Online Securities Trading Service as posted in the Bank's website Website from time to time. <p><u>"Computer System" means the computer equipment, mobile devices, other equipment or devices, and all hardware, software, application and modem connected to or contained in it which is required to access the Online Banking Services.</u></p> <p><u>"Mobile App" means such mobile application software as may be designated by the Bank from time to time.</u></p> <p><u>"Online Banking Services" means the services rendered by the Bank via the Website and/or Mobile App which enable the</u></p>
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		<p><u>Customer to obtain information or data from the Bank and/or give instruction to the Bank including but not limited to effecting transactions through the Bank by the use of the Computer System.</u></p> <p><u>"Website" means www.asia.ccb.com or such other website(s) as the Bank may from time to time host.</u></p>
3	No Change	<p>Further, the Online Securities Trading Service will not be available in the case of a joint account requiring the authority of two or more account holders to sell or purchase Securities. In case of any inconsistency between this Online Securities Trading Service Conditions and the Terms and Conditions for Online Banking Services, this Online Securities Trading Service Conditions shall prevail.</p>
4	No Change	<p>...Without limiting the generality of the foregoing, the Bank may reject an order if the intended number of Securities to be bought or sold does not make up a board lot or a multiple thereof in respect of the Securities in question or the Customer has insufficient cleared funds or Securities in his account to settle the relevant transaction and, in this instance, the Bank reserves the right to partially execute the order up to the value of the available cleared funds or the amount of the Securities that the Customer has as determined by the Bank at the relevant time... Once an order has been sent by the Customer to the Bank, no amendment or cancellation will be allowed except through the designated features in the Bank's website <u>Website or the Mobile App</u> or through an instruction to the Bank's Securities Trading Hotline PROVIDED ALWAYS THAT the Bank is entitled to refuse such amendment or cancellation on reasonable grounds... For <u>the</u> avoidance of doubt, any Customer's order which has been executed in full or in part shall be binding on the Customer. An order will be deemed to be executed, without further notification, upon the relevant Securities having been traded at the relevant exchange/market. The settlement of each transaction (including payment of the related fees and expenses such as commissions, stamp duties, transfer fees, registration fees, transaction levies and trading fees wherever they are incurred) will be effected in accordance with the General Conditions.</p>
5	No Change	<p>For Customer who has entered order(s) via the Online Securities Trading Service and has provided to the Bank a valid email address</p>

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		<p>and/or mobile phone number (capable of receiving short messages via short messages service ("SMS")), the Bank will use reasonable endeavours to send to the Customer trade confirmation in respect of each order by way of email and/or short message via SMS no later than 1 hour after close of the relevant market on each trading day...</p> <p>The contract notes, advice confirming the transactions and statements of account will be separately sent by post in accordance with the General Conditions. The Customer may access the Bank's website to check on the status of the orders but such status details will only be made available in the Bank's website for access by the Customer for such number of orders or such a period of time as the Bank shall determine and specify in its website from time to time.</p>
8	No Change	<p>For the purpose of the Online Securities Trading Service, the Customer shall not transmit (and the Bank will not act upon) any request, instruction and/or order using <u>electronic web browsers or mobile devices</u> other than those electronic devices specified by the Bank in its website <u>the Website, the Mobile App</u> or the telephonic securities trading system designated by the Bank for the express purpose of entering requests, instructions and/or orders.</p>
10	No Change	<p>The Customer may enter orders via the Online Securities Trading Service at any time but the Bank will specify in its website <u>the Website and/or the Mobile App</u> the cut-off time on each trading day that the Bank designates from time to time for processing the orders of the Customer received by the Bank during that trading day....</p>
		Add the following new clauses 11 and 12:
N/A	11	<u>No persons other than the Customer and the Bank will have any right to enforce the provisions of the General Terms</u>
N/A	12	<u>The Bank may revise the Online Securities Trading Service Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision or addition to the Online Securities Trading Service Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Website or by such other physical or electronic means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or</u>

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		<u>use the Online Securities Trading Service on or after the effective date of the revision or addition.</u>
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Customers may contact our branch staff for a copy of the full version of the revised Terms and Conditions. For enquiries, please contact any of our branch staff or call Customer Service Hotline at 277 95533.

We will notify customers of the effective date of the revised Terms and Conditions in mid-March, 2017. The above amendments shall be binding on customers if they continue to use our Online Securities Trading Service on or after the effective date. If customers decline to accept the above amendments, they have the right to terminate their Online Securities Trading Service in accordance with the existing Terms and Conditions before the effective date. Should customers wish to terminate their Online Securities Trading Service, please notify us through the Customer Service Hotline.

The English version of this notice shall prevail if there is any discrepancy between the English and Chinese versions.