

## **China Construction Bank (Asia) Corporation Limited (the "Bank") - Terms and Conditions for Electronic Direct Debit Authorisation Service (the "Terms")**

### **General**

- 1 These Terms govern the Bank's provision to the Customer and Customer's use of the service for effecting or facilitating fund transfers from a Designated Account to the Recipient Account using the Faster Payment System ("**FPS**"). Such service forms a part of the Bank's banking services.
- 2 FPS is managed and operated by the Hong Kong Interbank Clearing Limited ("**HKICL**") and is therefore subject to the rules, guidelines and procedures imposed by the HKICL from time to time in relation to FPS (the "**FPS Rules**"). For the avoidance of doubt, the provision and use of the Service is also subject to the Bank's "*Terms and Conditions for Bank Services relating to Faster Payment System*".
- 3 These Terms supplement, and should be read together with, the Existing Terms. If there is any inconsistency between the provisions of these Terms and any provision in the Existing Terms, the provisions in these Terms shall prevail insofar as the Service is concerned.
- 4 By requesting the Bank to set up any eDDA, the Customer will be regarded as having accepted and will be bound by the provisions of these Terms. The Customer should not request the Bank to set up any eDDA or use the Service unless he accepts the provisions of these Terms.
- 5 By agreeing to these Terms, the Customer authorises the Bank to facilitate each Transfer in accordance with each Instruction which the Bank may receive from time to time, subject to the provisions in these Terms and the Existing Terms (as the case may be).

### **Definitions and Interpretation**

- 6 Unless otherwise defined in these Terms, terms defined in the Existing Terms shall have the same meaning when used herein.
- 7 In these Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

"**Account Bank**" means a bank, a restricted licence bank or a deposit-taking company other than the Bank, authorised under the Banking Ordinance (Cap. 155) in which the Designated Account is maintained with.

"**Customer**" means each customer to whom the Bank provides the Service 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 Service.

"**Designated Account**" means an account maintained in the Customer's name with an Account Bank and designated by the Customer as the account in the eDDA for debiting funds for the purpose of making a Transfer or Transfers.

"**eDDA**" means the electronic direct debit authorisation set up by the Customer through the Bank's website and/or Mobile App authorising the Bank to instruct the

Account Bank to make a Transfer or Transfers in accordance with an Instruction via FPS. Only one eDDA can be set up between a Designated Account and a Recipient Account at any given time.

**"Existing Terms"** means the *"Terms and Conditions for Accounts and Related Services (For Individuals)"*, the *"Terms and Conditions for Online Banking Services"*, the *"Terms and Conditions for Bank Services relating to Faster Payment System"* and any other applicable agreements or terms and conditions that the Customer has entered into with the Bank, each as may be amended from time to time.

**"Instruction"** means an instruction or request given by the Customer to the Account Bank (through the Bank) instructing the Account Bank to make a Transfer.

**"Mobile App"** means means such mobile application software as may be designated by the Bank from time to time.

**"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.

**"Recipient Account"** means an eligible account (including a checking account, current account or multi-currency account) maintained in the Customer's name with the Bank and set by the Customer as the default account for receiving funds for the purpose of a Transfer or Transfers pursuant to an eDDA.

**"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, the Account Bank or any other Participant or the respective affiliates or group companies, or the Customer are subject or are expected to comply with from time to time.

**"Service"** means the service provided by the Bank to the Customer from time to time to facilitate a Transfer or Transfers using the eDDA.

**"Security Code"** means a one-time password that is automatically generated and sent to the designated mobile number at the relevant time to be used for the purpose of authenticating the Customer's identity from time to time.

**"Transfer"** means a transfer of funds from a Designated Account to the Recipient Account, and **"Transfers"** shall be construed accordingly. Each Transfer is made using FPS.

**"Transaction Currency"** means the currency in which a Transfer is made, which shall be Hong Kong dollars or Renminbi, or such other currency as permitted by the Bank from time to time.

**"Transaction Limit"** means a transaction limit to be designated by the Customer in the eDDA from time to time, but subject to the transaction limit as may be imposed or

updated by the Bank from time to time.

**“Minimum Transaction Amount”** means such minimum transaction amount for each Transfer as may be determined by the Bank from time to time.

### **The Service**

- 8 The Customer can submit a request to setup an eDDA by logging into the Bank's website or Mobile App and completing the steps prescribed by the Bank from time to time. As part of the prescribed process, the Customer must create an Instruction by selecting the Recipient Account, Transaction Currency, setting a Transaction Limit and providing details of the Designated Account and any other information prescribed by the Bank from time to time.
- 9 The Customer can submit a request to cancel the eDDA, and any corresponding Instruction, by logging into the Bank's website and/or Mobile App and completing the steps prescribed by the Bank from time to time.
- 10 To confirm the Customer's request to setup, activate or cancel an eDDA: (a) the Bank may send to the Customer a Security Code by way of short message service to the Customer's designated mobile phone number; and (b) the Customer shall input the Security Code in the manner required by the Bank to authenticate his identity. For the avoidance of doubt, the Customer can only set up, activate or cancel an eDDA involving accounts maintained in his own name
- 11 The eDDA and the corresponding Instruction will remain in effect when it is set up by the Bank until it: (a) is cancelled by the Customer; or (b) expires on the date specified in the Instruction, whichever occurs first.
- 12 The setup or cancellation of an eDDA, and the corresponding Instruction, will take effect on the date on which the Bank notifies the Customer, in a manner prescribed by the Bank from time to time, that such setup, amendment or cancellation has been approved and completed. The Customer acknowledges that any such effective date may be subject to an Account Bank's processing time, which may vary from one Account Bank to another.
- 13 The Customer agrees that the eDDA and the corresponding Instruction (including but without limitation to the Transaction Limit as specified in the eDDA) may not be amended once approved by the Bank. Such Instruction is irrevocable and binding on you until it is cancelled or has expired. The Customer agrees that any notice of cancellation of the eDDA and the corresponding Instruction will only become effective when the Bank and the Account Bank confirms the cancellation.
- 14 The Bank reserves the right to refuse any request of the Customer to setup or cancel an eDDA and the corresponding Instruction on any grounds it sees fit. The Bank has the right to set or vary from time to time the scope of the Service and the conditions and procedures for using the Service.
- 15 By successfully setting up an eDDA, the Customer authorises and consents the Bank to: (a) issue on his or her behalf, from time to time, an Instruction to the Account Bank instructing it to effect or facilitate a Transfer in accordance with such Instruction; and (b) disclose, via HKICL or any other Participants, the necessary information about

the Customer to the Account Bank and/or any other third parties for the purposes of providing and operating the Service. The Customer acknowledges that any request to setup or cancel an eDDA, and the corresponding Instruction, is subject to the Account Bank's approval or confirmation, which result will be communicated by the Bank to the Customer via email or SMS which will be sent to his or her designated mobile phone number.

- 16 The Customer agrees that the amount of each Transfer specified in an Instruction will be credited to the Recipient Account within the time period as the Bank may specify from time to time.
- 17 The Customer acknowledges that each Instruction is subject to various limitations or restrictions such as the Transaction Currency, the Transaction Limit, the Minimum Transaction Amount, an expiry date or any other limitations or restrictions as the Bank or the Account Bank may impose from time to time.
- 18 The Bank may, in its absolute discretion, refuse to act on an Instruction if it has any doubts as to its legality, authenticity, accuracy or for any reason it considers appropriate and such Instruction shall, immediately following such refusal, become invalid and cease to have any effect. The Customer agrees that the Bank is not obliged to make any enquiries as to the accuracy, authority or authenticity of any such Instruction.

#### **The Customer's responsibilities**

- 19 The eDDA is set up according to the information provided by the Customer and the Bank is not responsible for checking or verifying any such information. The Customer is solely responsible for ensuring that any information provided to the Bank for such purpose (including those in an Instruction) is true, complete and up-to-date. The Customer must notify the Bank as soon as reasonably practicable by such means or in such manner specified by the Bank from time to time of any changes, errors or updates to such information. The Bank shall not be responsible for any loss or damage suffered by the Customer arising from any inaccuracies or omissions in such information.
- 20 It is the Customer's responsibility to maintain sufficient funds in the Designated Account at all times to effect a Transfer. The Customer understands that: if (a) there are insufficient funds to honour the corresponding Instruction; or (b) the amount of any Transfer exceeds the Transaction Limit, the Account Bank may, in its absolute discretion, refuse to effect such Transfer without notice and/or levy its usual charges on the Customer or the Bank. The Customer accepts full responsibility for any overdraft (or increase in existing overdraft) on the Designated Account which may arise as a result of a Transfer, and the Bank shall not be liable to the Customer in any way. Accordingly, the Customer agrees to hold harmless and indemnify the Bank in accordance with Clause 27 of the Terms for any such charges.
- 21 The Customer shall immediately notify the Bank of any changes to his mobile phone number or email address or termination, disconnection or suspension of the same. The Bank will not assume any responsibility or liability for any communication sent to, but not received by, the Customer due to the Customer's failure to provide the Bank with updated or correct particulars or for any reason beyond the Bank's reasonable control.
- 22 The Customer shall be responsible for complying with the FPS Rules and all Regulatory

Requirements that govern his use of the Service, 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 Service for any unlawful purposes or any purposes other than those authorised or contemplated in the FPS Rules.

- 23 The Service may be subject to the applicable fees and charges that the Bank may charge from time to time. The Customer should refer to the relevant fee schedule for details.

### **The Bank's rights and limitation of liability**

- 24 The Bank reserves the right to vary, cancel, terminate or suspend the whole or any part of the Service without giving notice or reason. The Customer agrees that the Bank will not be liable for any loss, damage, cost or expense of any kind which the Customer or any other person may incur or suffer in connection with the Bank's exercise of the above mentioned right.

- 25 The Bank will use its reasonable endeavours to ensure that the Service is available but makes no representations, endorsements or warranties as to the Service's operation, functionality and reliability. The Bank does not guarantee that the Account Bank will be able to effect an Instruction or Transfer or approve any request to setup, amend or cancel an eDDA as this depends on, amongst other things, the operation, functionality and reliability of the Account Bank's own systems and operation, which are beyond the Bank's control.

- 26 The Bank is not liable for loss, damage, cost or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with any use of the Service, or the carrying out of any Instruction or Transfer by the Bank.

- 27 Without prejudice to any other rights or remedies that the Bank may have, the Customer agrees to hold harmless and indemnify the Bank: (a) against all actions, proceedings and claims which may be brought against the Bank; and (b) for all losses, damages, reasonable costs and expenses reasonably incurred by the Bank (including any legal fees) arising out of or in connection with the use of and the provision of the Service to the Customer.

- 28 The Bank may, by prior notice (in electronic or printed form), vary, amend or supplement any of these Terms and such variation, amendment or supplement shall take effect on the date specified in the notice. Such notice will be given to the Customer in accordance with the Existing Terms. The Customer should notify the Bank before the effective date if he or she does not accept any such amendment..

- 29 Each of the provisions of these Terms is severable and distinct from the others and, if at any time any of the provisions of these Terms is or becomes illegal, invalid or unenforceable in any respect, under the law of any applicable jurisdiction, the legality, validity or enforceability of the remaining provisions under that law and the legality, validity or enforceability of the relevant provisions under the law of any other jurisdictions shall not be affected.

- 30 No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of

the provisions of the Terms.

- 31 These Terms are governed by and shall be construed in accordance with the laws of Hong Kong SAR. Each transaction shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies. The Customer submits to the non-exclusive jurisdiction of the Hong Kong courts but these Terms may be enforced in the courts of any competent jurisdiction.
- 32 The English version of these Terms shall prevail whenever there is a discrepancy between the English and Chinese versions.