

條款和條件

戶口及有關服務的
條款和條件（個人戶口）

Terms & Conditions

TERMS AND CONDITIONS
FOR ACCOUNTS AND RELATED SERVICES
(FOR INDIVIDUALS)

TERMS AND CONDITIONS FOR ACCOUNTS AND RELATED SERVICES (FOR INDIVIDUALS)

The terms and conditions set out below and in the Schedules (the “**Terms and Conditions**”) apply to all accounts and services provided by China Construction Bank (Asia) Corporation Limited (the “**Bank**”, which includes all the branches and offices of China Construction Bank (Asia) Corporation Limited wherever situated, its successors and assigns) to each of its individual customers (the “**Customer**”). By using or continuing to use such accounts or services after receiving these Terms and Conditions, the Customer shall be deemed to have agreed to be bound by these Terms and Conditions.

1. GENERAL PROVISIONS FOR ALL ACCOUNTS

1.1 Definitions

“**Account**” means any account(s) held by the Customer with the Bank from time to time which is subject to the Terms and Conditions.

“**Applicable Law**” means all relevant or applicable statute, laws and/or regulations of Hong Kong and other relevant jurisdictions and includes a Foreign Law Requirement.

“**Authorized Person**” means a person authorized or deemed to be authorized by the Customer to operate one or more Accounts of the Customer maintained with, and/or Services provided to the Customer, by the Bank in a duly completed mandate or other authorization form in such form and manner as the Bank may require from time to time.

“**Business Day**” means a day (excluding a Saturday, Sunday or public holiday) on which banks are open for business in Hong Kong.

“**CCB Group**” means the group comprising the Bank and/or its Holding Company, any Subsidiary or Affiliate of the Bank or its Holding Company and any of their branches, offices or units, in each case whether within or outside Hong Kong.

“**EMU**” means the European Economic and Monetary Union.

“**Euro**” means the lawful currency for the time being of the Participating Member States of the EMU.

“**FATCA**” means:

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (a) including as entered into by the government of Hong Kong;
- (c) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (a); and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

“**Foreign Law Requirement**” means any obligation imposed on the Bank pursuant to any future or present:

- (a) foreign laws (including foreign laws in respect of which the Bank considers itself bound and including laws and regulations of the PRC);
- (b) Hong Kong laws that implement Hong Kong’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator;

- (c) agreements entered into between the Bank and a foreign government (including the government of the PRC) or regulator; or
- (d) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (a) to (c).

For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank as amended or introduced from time to time, including pursuant to FATCA.

“**Government Authority**” means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Hong Kong Dollar**” means the lawful currency for the time being of Hong Kong.

“**HKMA**” means the Hong Kong Monetary Authority (or any successor or other agency or authority performing or assuming its or substantially similar functions).

“**Instruments**” means bills, drafts, promissory notes, orders, checks or other instruments for the payment of money as the Bank may determine from time to time.

“**IRS**” means the U.S. Internal Revenue Services.

“**PRC**” means the People’s Republic of China excluding, for the purposes of the Terms and Conditions only, Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“**Participating Member State**” means any member state of the European Communities that adopts or has adopted the Euro as its lawful currency in accordance with legislation of the European Community relating to the EMU.

“**Password**” means any one or more means accepted by the Bank to authenticate a Customer and (where applicable) an Authorized Person seeking to access, use and/or give instructions with respect to any Account and/or Service through telephone (including mobile or wireless telephone), internet, e-mail or any one or more other channels or means advised by the Bank from time to time, and which may include any confidential identification, numeric and/or alphabetic characters, codes, phrases, tokens, digital signatures or similar authentication methods (or a sequence of any of them), including:

- (a) the first Password and any replacement Password advised by the Bank to the Customer and (where applicable) the Authorized Person; and
- (b) any subsequent Password customized by the Customer and (where applicable) the Authorized Person.

“**Renminbi**” or “**RMB**” means the lawful currency for the time being of the PRC.

“**Renminbi Banking Services**” means any Renminbi-related banking services provided by the Bank to its Customer including Renminbi Account opening, Renminbi deposit-taking, Renminbi remittance, Renminbi conversion and such other services that the Bank may from time to time offered to its Customer.

“**Renminbi wealth management products**” means the Renminbi-denominated marketable wealth management products issued in accordance with the regulations in Hong Kong.

“**Service**” means any personal banking, investment or other product(s) and/or service(s) from time to time offered by the Bank at its discretion to the Customer subject to the Terms and Conditions.

“**Standard Fee Schedule**” means the Bank’s current standard scale of fees and charges for Accounts and Services published by the Bank from time to time.

“**Subsidiary**”, in relation to any company or entity, means any other company or entity directly or indirectly under the control of the first-mentioned company or entity; for this purpose, “**control**” means beneficial ownership (direct or indirect) of more than fifty per cent (50%) of the voting share capital or equivalent right of ownership of such company or entity, or power to direct its policies and management whether by contract or otherwise;

“**Holding Company**”, in relation to any company or entity, means the company or entity of which such last-mentioned company or entity is a Subsidiary and “**Affiliate**”, in relation to any member of the CCB Group, means any other company or entity in which any member of the CCB Group (alone or together with any other member of the CCB Group) owns directly or indirectly more than twenty per cent (20%) of the voting share capital or equivalent right of ownership of such company or entity.

“**TT**” means telegraphic transfer.

“**U.S.**” means the United States of America.

“**US Dollar**” means the lawful currency for the time being of the U.S..

1.2 Interpretation

Unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa and words importing a gender include every gender;
- (b) clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of these Terms and Conditions;
- (c) whenever the word “including” is used, it is deemed to be followed by the words “without limitation”;
- (d) a Clause or Schedule is a reference to a clause of or schedule to these Terms and Conditions; and
- (e) a person, where applicable, means that person’s executors, administrators, personal representatives and anyone authorized to take over their legal rights. “Person” also includes an individual, a company, a partnership or body unincorporated and its successors and assigns.

1.3 Terms Governing Accounts and Services

Any Account opened by the Customer with the Bank and other matters relating thereto shall be governed by the relevant account opening form signed by the Customer, these Terms and Conditions (as amended and supplemented from time to time in accordance with Clause 14) and any Applicable Laws. In the event of any conflict or inconsistency between these Terms and Conditions and any Applicable Laws, the provisions of the Applicable Laws shall prevail to the extent of such conflict or inconsistency, unless expressly provided otherwise.

These Terms and Conditions comprise:

- (a) the general terms and conditions (“**General Terms and Conditions**”) set out in the main body of these Terms and Conditions, which apply to all Accounts of, and Services provided to, the Customer by the Bank; and

- (b) the additional specific terms and conditions (“**Specific Terms and Conditions**”) set out in the Schedules of these Terms and Conditions, which apply to the relevant specific Account(s) of, and/or Services provided to, the Customer by the Bank.

In the event of any conflict or inconsistency between the General Terms and Conditions and the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail to the extent of such conflict or inconsistency insofar as the Specific Terms and Conditions apply to the particular Account and/or Service in question.

1.3A Applying for Accounts and Services and Bank-Customer Relationship

- (a) The Customer may apply for the opening of any Account or Service by giving an instruction in accordance with the Terms and Conditions, together with such identification and other documents and information as the Bank may in its discretion require. The Customer acknowledges and agrees that the Bank will rely on the correctness and completeness of all information provided in assessing any application for an Account and/or Service and represents and warrants to the Bank that all such information, and any other information from time to time provided to the Bank is and shall be complete, true and correct.
- (b) The Bank may decline an application for any Account or Service at its discretion and shall inform the applicant of the result as soon as practicable. Unless the Bank expressly agrees otherwise, documents submitted to the Bank in connection with any application for an Account and/or Service will not be returned.
- (c) In order to benefit from the Bank’s Services, the Customer must open one or more Account(s) and must not under any circumstances utilize any Account(s) opened by the Customer for business purposes or holding money for or on behalf of any other person.
- (d) The relationship between the Bank and every holder of Accounts opened or maintained with the Bank is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the Services provided by the Bank.
- (e) The Customer represents and warrants to the Bank that:
 - (i) the Customer has full capacity, or has full capacity to delegate others, to exercise his/her rights and perform his/her obligations under the Terms and Conditions;
 - (ii) the Terms and Conditions constitute legal, valid and binding obligations of the Customer enforceable in accordance with their terms;
 - (iii) the Customer will use all Account(s) and Services only for lawful purposes, and will not use any Account(s) or Services in a way which is connected with, or is at risk of being connected with any criminal, fraudulent and/or illegal activities or transactions (including gambling, money laundering and/or terrorist financing);
 - (iv) neither the execution of the Terms and Conditions nor the performance by the Customer of any of his/her

- obligations or the exercise of any of his/her rights hereunder will conflict with or result in a breach of or default under any Applicable Laws, judgment, order, authorization, agreement or obligation applicable to the Customer;
- (v) unless the Customer has notified the Bank in writing, the Customer is the sole beneficial owner of each Account, free from any third party rights, claims or interests and will enter into each transaction as principal and not as holder of a client account, trustee, nominee, agent or otherwise for or on behalf of any other person;
 - (vi) the Customer has made his/her own independent decision, on the basis of his/her own judgment and such advice from his/her third party advisers as the Customer has deemed appropriate, to enter into the Terms and Conditions and each transaction hereunder and as to whether the same is appropriate for the Customer and accepts the terms and risks of each such transaction and will not rely on the Bank's advice or recommendation;
 - (vii) to the Customer's knowledge, no action or proceedings (whether in Hong Kong or elsewhere) before any court, tribunal, arbitral or administrative body or government agency that is likely to affect the Customer's ability to perform the obligations under the Terms and Conditions is pending or about to be initiated;
 - (viii) the Customer is not bankrupt, insolvent or liquidated and is not aware of any bankruptcy, insolvency, liquidation or other analogous proceedings against him/her;
 - (ix) the Customer will provide the Bank with all documents and information as the Bank may reasonably require enabling the Bank to comply with any Applicable Law; and
 - (x) the foregoing representations and warranties will be repeated on the day each transaction is entered into and will survive termination of the Terms and Conditions.
- (b) act on any instructions to deliver or dispose of all or any securities, documents or other property of the Customer held by the Bank from time to time, whether held by way of security, safe custody or otherwise;
 - (c) accept and act upon any instructions to deposit any sum into Customer's Account;
 - (d) act on any instructions for the purchase or sale of foreign exchange (both spot and forward);
 - (e) act on any other instructions or directions given in connection with any Customer's Account; and
 - (f) accept and rely on any documents signed or given, or appear to be signed or given, by the Customer or any person authorized by the Customer (as determined in good faith by the Bank).

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1.6A Instructions and Authorized Persons

- (a) In addition to any right of the Bank under the Terms and Conditions, the Bank shall be entitled to accept and act upon any instructions believed by the Bank in good faith to have emanated from the Customer or any Authorized Person in respect of any matter relating to the operation of any Account or Service.
- (b) Any instruction from the Customer or any Authorized Person shall be given in the manner and pursuant to the mandate or other arrangements specified by and acceptable to the Bank from time to time.
- (c) Instructions must generally be given in writing, but the Bank may accept instructions:
 - (i) which may from time to time be given verbally (whether or not given by telephone, including wireless or mobile telephone);
 - (ii) which may from time to time be transmitted by fax or similar means and contain the facsimile signature of the Customer or the Authorized Person(s) authorizing or purporting to authorize its issue;
 - (iii) which may from time to time be transmitted by e-mail from any of the Customer's e-mail addresses specified in the Account opening application or the last e-mail address provided by the Customer to the Bank to any of the Bank's email address(es) specified in the Account opening application or such other e-mail address(es) as the Bank may from time to time specify by giving notice in writing to the Customer via e-mail or otherwise or other electronic or other means acceptable to the Bank, provided in each case that the Customer executes and provides such authorizations, indemnities and/or other documents as the Bank may require. The Bank may require different means of giving instructions for different Accounts and/or Services. The Bank may (without assuming or incurring any liability whatsoever) refuse to accept instructions not given in accordance with such manner or mandate or other arrangements.
- (d) The Customer or any Authorized Person shall observe the

1.3B Receipt of Fees, Commissions and Rebates by Bank

The Bank may, without accounting or disclosing the same to the Customer, pay or receive and retain charges, fees, commissions, rebates or other payments or benefits in any form to or from any counterparty, broker, agent, financial institution, correspondent or any other member of the CCB Group in respect of (i) any transactions, trades or investments effected with or for the Customer (including any hedging arrangements effected by the Bank in connection therewith) or (ii) Accounts and/or Services provided by the Bank to or for the Customer.

1.4 Compliance with orders

The Customer authorizes the Bank to:-

- (a) honor and comply with all checks, promissory notes, orders to pay, bills of exchange and other Instruments drawn, signed, endorsed, accepted or made by or on behalf of the Customer (even if, where the Bank permits, the relevant Account is or will become overdrawn);

same style of signature and/or chop (if applicable) as set out in the specimen registered at the Bank. If the Bank in its discretion accepts the chop of the Customer or any Authorized Person as the Customer's or the Authorized Person's signatures where instructions are given to the Bank in writing or by fax or similar means, the Bank shall be entitled to rely upon, and the Customer shall be bound by, any such instruction bearing an impression of the chop of the Customer or Authorized Person concerned which appears on its face to be similar to the specimen on the Bank's record, regardless by whomsoever affixed (whether authorized or unauthorized) and whether or not the impression or affixation concerned is from the same chop of which a specimen has been provided to the Bank. The Customer undertakes to:

- (i) give prior written notice to the Bank in respect of any change of specimen signature, chop, address or other pertinent particulars recorded with the Bank; and
- (ii) keep each chop safe at all times and immediately notify the Bank in writing of any loss, theft, destruction or change of any such chop.

Until the Bank's actual receipt of such notification under sub-Clause (i) or (ii) (as applicable) above, the Bank is entitled to act on the basis of the most recent instruction or information on the Customer then kept by the Bank, and the Customer shall remain responsible for any and all use of the relevant Account or Service by unauthorized persons or for unauthorized purposes, except where and to the extent caused directly by the gross negligence or wilful misconduct of the Bank or its employees, agents or servants.

- (e) In respect of instructions with use of Passwords:
 - (i) where the Bank in its discretion permits a Customer or its Authorized Persons to access an Account and/or Service through a Password, any such instruction given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or (where applicable) the Authorized Person or by any other person purporting to be the Customer or (where applicable) the Authorized Person. This is the case notwithstanding different requirements in the Customer's mandate or other arrangements.
 - (ii) changes in Authorized Persons or signing arrangements will not affect operation of an Account and/or Service by use of a Password.
 - (iii) 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 Password.
 - (iv) the Customer undertakes to ensure that its and (where applicable) its Authorized Persons' Passwords are at all times kept secret and secure and to comply with any user or security guidelines provided by the Bank from time to time.
 - (v) if the Customer (or, where applicable, the Authorized

Person) becomes aware or suspects that any Password has been stolen, lost, disclosed to any unauthorized person or otherwise compromised or in that any unauthorized use of an Account or Service is taking or has taken place, the Customer or (where applicable) the Authorized Person must immediately notify the Bank in person or by telephone or in such other manner as the Bank may from time to time prescribe. The Bank may ask the Customer to confirm any such verbal or telephone notification in writing and, until the Bank's actual receipt of such notification, the Customer and (where applicable) the Authorized Person shall remain responsible for any and all use of the relevant Account or Service by unauthorized persons or for unauthorized purposes.

- (f) Instructions, once received by the Bank, may not be cancelled, withdrawn or amended without the Bank's prior written consent.
- (g) The Bank shall have no duty to verify the identity or authority of the person giving any instruction or the authenticity of such instruction. The Bank is, however, entitled to verify an instruction before executing the same. This may include verification by calling the Customer and/or the Authorized Person(s). Where instructions are not given in writing, the Bank may (but shall not be obliged to) require that such instructions be confirmed in writing. Notwithstanding the foregoing, the Bank may (but is not obliged to) act on verbal instructions before it receives such written confirmation without assuming or incurring any liability whatsoever, even if no such written confirmation is subsequently received.
- (h) If the Bank receives instructions which are ambiguous, conflicting and/or which appear unauthorized, the Bank may (without assuming or incurring any liability whatsoever) decline to act on such instructions until it has received satisfactory confirmation of such instructions.
 - (i) The Bank shall from time to time at its sole discretion decide whether or not or when to act (or refuse to act) on any particular instructions. In this regard:
 - (i) the Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept instructions insofar as (in the Bank's opinion) practicable and reasonable to do so. The Bank reserves the right (without assuming or incurring any liability whatsoever) to prescribe any conditions subject to which it accepts any instructions or to refuse to act on any instruction on such grounds as it deems fit.
 - (ii) in particular, the Bank shall be entitled to refuse to execute or to delay the execution of any instruction if there are insufficient funds, assets or (if applicable) pre-arranged credit facilities in the relevant Account(s) to cover any payment, withdrawal, transfer and any other transactions and/or fees or other charges arising therefrom.
 - (iii) notwithstanding the aforesaid, the Bank may (but is not obliged to) execute any instruction despite the insufficiency of funds, assets or (if applicable) pre-

arranged credit facilities but the Customer shall immediately on demand repay any resulting overdraft or advance and all resulting interest, charges and fees at such rates as the Bank may determine at its discretion upon prior notice to the Customer. If the Bank places an order or enters into any transaction for purposes of executing an instruction which is subsequently not effected due to insufficiency of funds, assets or pre-arranged credit facilities, the Bank may (but is not obliged to) at any time in its discretion place other orders or enter into other transactions to set-off the order so placed or transaction so entered. Any resulting loss (as to which and the amount of which any certificate given by the Bank's officers shall be conclusive) shall be borne by the Customer but any resulting gain shall belong to the Bank.

- (j) The Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organization or system.
- (k) The Customer may appoint one or more Authorized Persons for or in connection with the operation of any Account(s) and/or Services provided by the Bank. The Customer shall provide the Bank with written instructions as to such Authorized Persons and any changes in Authorized Persons, together with the relevant specimen signature(s) of, and other details and information relating to, the Customer's Authorized Persons as the Bank may from time to time require. All instructions, Instruments and other documents signed or purported to be signed by the Customer or any Authorized Person in accordance with the relevant mandate and/or other authorization form shall be binding on the Customer and may be relied upon by the Bank (without assuming or incurring any liability whatsoever), except in the case of gross negligence, or wilful misconduct on the part of the Bank or any of its employees, agents or servants.
- (l) The Bank may treat an Authorized Person's authority as subsisting and such Authorized Person's authority shall be binding on the Customer until the Bank has received written notice of the revocation, amendment or other modification of an Authorized Person's authority (whether by the Customer or by virtue of the Authorized Person's bankruptcy, liquidation, death, mental incapacity or other legal disability or any other reason whatsoever). The Customer agrees that the Bank is under no obligation to ascertain or to inquire into the purpose for which any Authorized Person operates any of the Customer's Accounts and/or Services, but an Authorized Person shall not have the authority to modify the relevant mandate(s) and/or authorization form(s) and/or the signing arrangements relating to the relevant Account(s) and/or Service(s).
- (m) The Customer acknowledges that an Authorized Person may, in certain circumstances, give instructions to withdraw

and/or transfer funds from an Account for his own use and benefit. The Customer authorizes the Bank to execute such instructions in accordance with the Terms and Conditions and agrees that the Bank shall be under no duty to verify the propriety or integrity of any instructions.

- (n) Pending completion of the processing of any change in the Customer's address or any other Customer information (including signature, Authorized Person, authorized manner of signing, Password or other relevant particulars) as notified by the Customer to the Bank, the Customer authorizes the Bank to continue to process the Customer's instruction(s) in accordance with the mandate given to the Bank prior to the notice of such change or to continue to send statements of Account and other communication to the Customer at the Customer's Account mailing address and/or any other address as specified in the mandate or instructions given to the Bank in connection with the Customer's Account(s).
- (o) The Customer shall exercise reasonable care, take reasonable precautions and establish adequate controls and security arrangements to prevent fraud, forgery or other unauthorized use in relation to any Account or Service. The Customer must notify the Bank immediately upon becoming aware of any actual or suspected fraud, forgery or other unauthorized use (including the loss, theft or compromising of any Password). The Bank does not assume liability to the Customer or any third party for any consequences arising out of or in connection with such actual or suspected fraud, forgery or other unauthorized use, except for direct losses directly due to gross negligence or wilful misconduct by the Bank or its employees.

1.6B Dormant Accounts

The Bank may treat the following Account as dormant and charge a dormant account fee in accordance with the Bank's then current Standard Fee Schedule or as otherwise notified by the Bank to the Customer:

- (a) where no deposit, withdrawal or fund transfer activity is recorded on an Account for twenty-four (24) consecutive months (or such other period as the Bank may from time to time determine and notify to the Customer); and
- (b) where the Account holder cannot be contacted despite making reasonable efforts to do so for two (2) consecutive years (or such other period as the Bank may from time to time determine and notify to the Customer).

The Bank shall give fourteen (14) days written notice to the Customer before charging a dormant account fee for the first time. If no further action is taken by the Customer within thirty (30) days of the Bank's notification to the Customer, the Bank may:

- (a) without further notice, debit such sum (and all further dormant account fees accruing on such Account) from the Account until there is no credit balance in such Account, at which point the Bank may close the Account pursuant to Clause 1.6C; or
- (b) (where appropriate) ascertain the status of the Account holder of such dormant Account with the "Births and Deaths General Register Office" of the Immigration Department of

Hong Kong for possible deceased Account holders in order to support reunification of assets to their rightful owners and handle any credit balance in the dormant Account according to the Applicable Laws.

1.6C Closure and Suspension of Accounts or Services

- (a) The Customer may close any Account and/or Service at any time, provided that he/she gives the Bank thirty (30) days' prior written notice (or such shorter notice acceptable to the Bank) pursuant to Clause 16. Such notice shall be duly signed by the Customer and shall specify the effective date of closure.
- (b) Except in the exceptional circumstances as specified in Clause 1.6C(c) below, the Bank may:
 - (i) close any Account and/or Service of a Customer at any time provided that the Bank gives the Customer thirty (30) days' prior written notice; and
 - (ii) at its discretion restrict, freeze or suspend all of any part of any Account and/or Service of a Customer at any time by providing a written notice to the Customer prior to or as soon as practicable after the Account and/or Service is restricted, frozen or suspended;
- (c) In the event of the following exceptional circumstances, the Bank may in its discretion (without giving any reason and without assuming or incurring any liability whatsoever) immediately close, restrict, suspend, freeze or transfer any Account and/or Service of the Customer, without giving prior notice to the Customer and notwithstanding that any relevant Account is in credit:
 - (i) where the Bank deals with a dormant Account as prescribed in Clause 1.6B and there is no credit balance in such Account;
 - (ii) where the Customer fails to comply with any Applicable Law, or the Applicable Law prohibits or renders the operation or continuation of the Account and/or Service unlawful, or closure, suspension, freezing or transfer of the Account and/or Service is otherwise necessary or convenient for the Bank's compliance with any Applicable Law;
 - (iii) upon the actual or suspected use (in the Bank's sole opinion) of any Account and/or Service for or in connection with any criminal, fraudulent and/or illegal activities or transactions (including gambling, money laundering and/or terrorist financing);
 - (iv) where the Customer commits any breach of the Terms and Conditions which in the Bank's sole opinion, constitutes a material breach;
 - (v) where the Bank's customer records, Accounts and/or Services are not available or access thereto is hindered as a result of a force majeure, any calamity or condition, industrial actions, power failure, computer breakdown or sabotage, or any other reason whatsoever;
 - (vi) where a Customer is deemed to be unable to or admits his/her inability to pay his/her debts as they fall due, or a petition for bankruptcy or similar relief is filed against the Customer;

(vii) where the Bank receives notice of petition for bankruptcy or a similar relief of a Customer or a Customer begins negotiation with any creditor or creditors for the purpose of considering any individual voluntary arrangement; or

(viii) any other exceptional circumstances as prescribed by the Bank from time to time.

If permitted by the Applicable Law, the Bank will notify the Customer that it has closed, restricted, suspended, frozen or transferred the Account and/or Service as soon as practicable.

- (d) Following closure of an Account and/or Service, the Customer may collect the balance standing to the credit of the relevant Account (less all charges) from the Bank during the Bank's normal business hours or the Bank may, at its discretion, remit such balance (less all charges) at the Customer's risk to the last known address of the Customer by check, cashier's order or demand draft issued by it (whichever is applicable). If the account balance is in a foreign currency, the Bank shall be entitled to credit the Hong Kong Dollar equivalent of any balance due by converting such balance at the prevailing rate of exchange on the account closure date as conclusively determined by the Bank. The Bank shall be fully discharged when payment of such balance (less all charges) is made (whether by conversion of such balance in a foreign currency into Hong Kong Dollar equivalent or not).
- (e) Upon completion of the closure of Account and/or Service and during the period of suspension or freezing (as the case may be), the Bank shall be totally released or discharged from any further obligations, and shall be entitled to refuse to honor any instruction or Instruments (including check) drawn, accepted or made by the Customer on any such Account and subsequently presented to the Bank for payment (in each case whether dated before or after the date of closure, suspension or freezing (as applicable)). The Customer agrees to be solely responsible for any and all consequences resulting or arising from such closure, suspension or freezing (as applicable).
- (f) The Bank shall not be liable to the Customer for any action taken or not taken by the Bank with respect to such closure, suspension, freezing or transfer of Account and/or Service unless directly caused by the negligence or wilful misconduct of any officer, employee or agent of the Bank.
- (g) Closure, suspension, freezing or transfer of any Account and/or Service shall not, under any circumstances, discharge, diminish or otherwise affect any accrued, existing or contingent liabilities or obligations of the Customer to the Bank.

1.7 Sufficiency of Funds

- (a) The Customer shall ensure that there are sufficient funds in any Account in respect of which a Service is offered for withdrawing or transferring funds, whether by use of any electronic means or otherwise.
- (b) No Account may be overdrawn except by prior arrangement with the Bank.

1.8 Retention of Documents

The Bank shall have no obligation to retain the checks or documents relating to any Account of the Customer. Photocopies of such checks and documents, if available, may be supplied by the Bank upon payment of a service charge.

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2. INTEREST AND SERVICE CHARGES

2.1 Interest

- (a) Interest may be earned on such Accounts as are determined by the Bank at such times and at such rates as are determined and publicized by the Bank from time to time. These rates will be posted in the Bank's principal place of business and at all branches of the Bank and displayed on the Bank's website and principal internet banking platform for reference only.
- (b) No interest may be earned on an Account if the credit balance in that Account is less than the minimum amount specified by the Bank from time to time. Unless otherwise specified by the Bank, no interest will be earned on uncleared funds or on checking Accounts.

2.2 Service Charges

- (a) The Bank shall be entitled to:
 - (i) [INTENTIONALLY LEFT BLANK]
 - (ii) levy a service charge on any Account and/or any Service provided to the Customer according to its Standard Fee Schedule, including levying a service charge on an Account if the balance in that Account falls below the minimum balance prescribed by the Bank or that Account is closed within three (3) months (or any other period as the Bank may determine) from the date on which it is opened; and
 - (iii) with prior notice, impose other types of charges in accordance with the Applicable Law and in such manner as the Bank at its discretion thinks fit.
- (aa) The Bank shall give thirty (30) days prior written notice to affected Customers before any change in the level of service charges (including any change in the basis on which such charges are determined) takes effect except for fees and charges (if any) relating to overdrafts (see Clause 2A.4 below) and cards (see Clause 9 of Part B of the Schedule 4 below);
- (b) The Bank may debit the amount of all applicable charges from any Account of the Customer at any time without prior notice, and shall inform the Customer of the nature and the amount of such charges after they have been debited from any Account of the Customer.
- (c) Details of the Standard Fee Schedule are displayed in the Bank's principal place of business and at all branches of the Bank and are available upon request. The Standard Fee Schedule is also made available on the Bank's website and its principal internet banking platform.
- (d) Details of the basis of service charges not covered in the Bank's Standard Fee Schedule will be advised at the time the relevant Services are offered or upon request of the Customer.

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2A. DEPOSITS, WITHDRAWALS, COLLECTION AND PAYMENTS SERVICES

2A.1 Minimum Balance Requirements etc.

The Bank reserves the right to:

- (a) impose minimum or maximum amounts or balances in respect of the opening, operation and/or closing of Accounts, including minimum balances required to be maintained in interest-bearing Accounts before interest is payable on credit balances in such Accounts;
- (b) specify the currencies in which any foreign currency Account may be denominated and the method of payment from and/or into any such Account;
- (c) specify the time periods for which time deposits may be placed with the Bank; and
- (d) designate and change the Account numbers of any Account.

2A.2 Deposits and Withdrawals

The Bank may effect any payment of withdrawals from an Account to the Customer by cash payment in the currency of the Account, by issuing a check in the currency of the Account or by any other means the Bank considers suitable. The Bank may at any time (without giving reasons and without assuming or incurring any liability whatsoever) refuse to accept any deposit, limit the amount that may be deposited or return all or part of a deposit.

2A.3 Repayments

The Customer shall repay to the Bank on demand or on their respective due dates all moneys paid or to be paid or advanced (whether by way of overdraft or in any other form) by the Bank to the Customer and all sums of whatever nature for which the Customer is now or may at any time hereafter be indebted or liable to the Bank on any Account, in respect of any Service or in any manner whatsoever. The Bank may at any time debit any Account(s) of the Customer chosen by the Bank with all such sums and all moneys so paid or advanced or for which the Customer is or may become indebted or liable or which is or may become owing by the Customer.

2A.4 Overdrafts and Default Interest

Overdrafts are only allowed with the Bank's prior written agreement. However, the Bank may accept an instruction to withdraw or transfer any amount from an Account, or to pay any Instrument, notwithstanding that such withdrawal, payment or transfer results in an Account being overdrawn or in debit. If the Bank allows an overdraft, this only applies for that particular instruction and, unless the Bank expressly agrees otherwise, the Bank shall have no obligation to allow a similar overdraft in the future. If the Customer overdraws any Account or exceeds any agreed borrowing limit without the Bank's prior agreement, the Bank reserves the right to charge default interest and/or other charges at such rates as set out in the Standard Fee Schedule or as it may from time to time determine and notify to the Customer.

2A.5 Amounts to Include Interest

All moneys, payments, sums and amounts of money expressed herein to be payable by the Customer to the Bank shall include any and all interest payable thereon. Interest on such moneys, payments, sums and amounts shall be payable at the rate which shall from time to time be agreed, provided that where there is no agreement the rate shall be determined by the Bank. Interest shall accrue from day to day and shall be calculated on such basis and be payable at such times as the Bank may determine in accordance with its usual practice. Interest on amounts in default, both before and after judgment, shall be calculated monthly or at such intervals as the Bank may determine.

2A.6 Business During Normal Business Hours

Instruments and instructions (whether to pay money or otherwise) shall be lodged for acceptance, clearance, collection and/or payment during the Bank's normal business hours and (where necessary) properly endorsed in accordance with prevailing local banking practice. Such Instruments and instructions will be dealt with in accordance with such practice during the Bank's normal business hours and are subject, in accordance with such practice or as otherwise notified by the Bank to the Customer from time to time, to usual time for clearance. All other business of the Bank shall be transacted during the Bank's normal business hours in accordance with prevailing local banking practice. Notwithstanding the foregoing, the Bank may in its discretion (but shall not be obliged to) deal with such Instruments or instructions and/or transact such other business outside its normal business hours. In collecting checks for the Customer, the Bank's duty shall be limited to, and discharged by, presentation of such checks to the relevant clearing house.

2A.7 No Drawing Against Uncleared Instruments

Unless otherwise agreed by the Bank, the Customer may not draw against uncleared Instruments (whether drawn on the Bank or sent for collection) paid in by the Customer until the proceeds thereof have been received by the Bank and the Bank reserves the absolute right, for any reason and without assuming or incurring any liability whatsoever, not to honor withdrawals against any uncleared Instruments.

2A.8 Stop Payment Instructions, Post-Dated Instruments and Stale Instruments

Instructions to stop acceptance or payment of any Instrument must be given in writing (or verbally followed by writing not more than twenty-four (24) hours thereafter) and will be recorded by the Bank. Instruments bearing a date subsequent to or more than six (6) months prior to the date of presentment will generally not be accepted or paid provided that the Bank may, in its discretion and without assuming or incurring any liability, accept, pay or clear such Instruments at the Customer's sole risk.

2A.9 Signing, Making and Drawing of Instruments by Customer
The Customer shall:

- (a) exercise reasonable care when signing, making and/or drawing Instruments upon the Bank or signing instructions, orders or other documents upon which the Bank is intended to act so as not to facilitate forgery or fraud, mislead the

- Bank or enable the alteration of such Instruments, instructions, orders or other documents; and
- (b) inform the Bank promptly upon becoming aware of the forgery of the Customer's or any Authorized Person's signature on any Instrument signed, made or drawn upon the Bank or any other instrument, order or other document upon which the Bank is intended to act.

2A.10 Dishonored Instruments

In the event that any Instrument or instruction (whether to pay money or otherwise) lodged with the Bank for acceptance, clearance, collection and/or payment is dishonored, the Bank's sole obligation shall be to notify the Customer and, pending further instructions from the Customer, the Bank may retain possession of such Instrument or instruction and charge an administration fee in respect thereof as determined by the Bank.

2A.11 Inward Remittances

Inward remittances (whether in Hong Kong Dollars or any other currency) may not be credited to an Account on the same day if the Bank does not receive the related payment advice before the relevant cut-off times as specified by the Bank from time to time. Interest will not accrue on any inward remittance until the funds are actually cleared and credited to the Account. In relation to an inward remittance in a currency other than Hong Kong Dollars, if that currency is required to be converted into Hong Kong Dollars, the Bank's prevailing exchange rate will apply. An advice will be sent to the Customer after each inward remittance is made or received by the Bank. The Customer should promptly notify the Bank of any errors.

2A.12 Outward Remittances and TTs

If an outward remittance cannot be completed, the Bank will notify the Customer as soon as reasonably practicable. The Bank may (but shall not be obliged to) effect outward remittances or withdrawals by TT for the Customer. Where the Bank accepts to effect outward remittances (whether or not by TT), such remittances shall be subject to, and dispatched in accordance with, the Bank's terms and conditions for such remittances (including any charges and minimum or maximum amounts specified by the Bank) as in force from time to time. Without limiting the foregoing, unless otherwise specified by the Bank, all outward remittances shall be subject to the following rules:

- (a) The Customer is solely responsible for providing accurate information regarding the receiving party to the Bank for making an outward remittance. The Customer acknowledges that the Bank is acting solely as the Customer's agent when providing an outward remittance and has no control over the operations of and any service charge imposed at the receiving end. The time of availability of funds at the receiving end of an outward remittance is subject to the location, local telecommunication system and the banking practices of the receiving party.
- (b) The Bank will not be liable for any loss or damage due to delay in payment or in giving advice of payment, loss of items in transit or otherwise, mutilation, error, omission, interruption or delay in transmission or delivery of any

item, letter, telegram or cable or the actions of the Bank's correspondents, sub-agents or other agents, or declared or undeclared war, censorship, blockade, insurrection, civil commotion, or any law, regulation, control, restriction or other act of a domestic or foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond the Bank's control. The Bank will, however, promptly notify the Customer if an outward remittance cannot be effected.

- (c) Unless the Bank receives specific instructions to the contrary, payment will be effected in the currency of the destination country.
- (d) Unless otherwise specified, all charges incurred outside Hong Kong are for the Account of the beneficiary. If the Customer requires that the beneficiary receives the full amount without any deduction of charges, the Customer must instruct the Bank specifically in which case all charges will be for the Customer's Account.
- (e) Notwithstanding any specific Customer request or instruction to the contrary, the Bank reserves the right to effect payment through such means or correspondents as it may in its discretion determine if (in the Bank's sole opinion) operational circumstances so require.
- (f) Where conversion of currencies is required for making an outward remittance, such conversion shall not exceed the daily or transaction limits imposed by the Bank, if any. Any exchange rate which the Bank may quote at any time for purposes of a remittance shall be for indication only and the Bank shall be entitled to effect the remittance at the exchange rate prevailing in the relevant foreign exchange market at the time when the remittance is completed. The Bank is authorized to debit/credit (as the case may be) any difference between the rate quoted by the Bank and the rate at which the remittance is actually effected to any Customer's Accounts.
- (g) Outward remittances may be subject to laws, regulations, foreign exchange controls or other controls, restrictions or measures ("**Foreign Restrictions**"). It is the Customer's sole responsibility to ascertain and comply with such Foreign Restrictions and Customers are strongly advised to make their own enquiries in this regard. The Bank assumes no responsibility for advising the Customer of any Foreign Restrictions and the Bank shall not be liable for any loss or delay as a result of a payment being subject to such Foreign Restrictions.
- (h) The Bank may send any message relating to a TT either literally or in code or cipher and shall not be liable for errors in or misinterpretation of such message or any loss or damage caused by the negligence or default by any correspondents or other agents, except where and to the extent such error, misinterpretation, loss or damages is caused directly by the Bank's gross negligence or wilful misconduct.
- (i) Instructions received by the Bank after such cut-off times as the Bank may specify from time to time will not be processed on the same day.
- (j) All charges in respect of a remittance which may be levied

and/or claimed by the Bank's correspondents and agents subsequent to a remittance having been effected shall be borne by the Customer.

- (k) Payment in favor of a beneficiary not maintaining an Account with the Bank or another member of the CCB Group in the destination country may be subject to delay depending on the destination country's clearing system and action taken by the beneficiary's bank in collecting the remittance.
- (l) In case of cancellation of an outward remittance by the Customer, if the refund of the proceeds is to be made in a different currency, it will be made on the basis of the amount received by the Bank at the Bank's prevailing exchange rate on the day of refund. Any charges and expenses incurred by such cancellation will be borne by the Customer and will be deducted from the proceeds of the refund. All cable or other charges and commission collected are not refundable.
- (m) An advice will be sent to the Customer after each outward remittance is made or received by the Bank. The Customer should promptly notify the Bank of any errors.

The Customer agrees that the Bank may disclose any information in connection with a remittance to the relevant correspondent or intermediary bank. If an outward remittance cannot be completed (whether as a result of Foreign Restrictions or otherwise), the Bank shall not be required to refund the charges paid by the Customer for such remittance, except where and to the extent that the non-completion was caused directly by the Bank's gross negligence or wilful misconduct.

2A.13 Demand Drafts and Cashier Orders

- (a) Upon issue, unless the Customer specifically requests collection by an Authorized Person, any demand draft or cashier's order shall be sent to the Customer at the Customer's last known address and at the Customer's sole risk and cost.
- (b) Any request for amendment, stop payment, cancellation or refund shall be at the Bank's discretion and subject to any conditions as the Bank may in its discretion prescribe. The Bank is not obliged to notify any person upon receipt of a stop payment instruction or notice of loss in respect of a demand draft or cashier's order.
- (c) Encashment of any demand draft is subject to any requirements under the encashment practice of the drawee bank as well as subject to the laws and regulations of the country or territory where the demand draft is to be encashed. The Bank shall not be liable to the Customer or any other person for any loss or damage arising from any Applicable Laws (including any currency or exchange control or restriction) or other governmental action of the country or territory in which or in the currency of which the demand draft is drawn.

2A.14 Direct Debit Authorizations

The Bank will, at the Customer's request, arrange a direct debit or periodical payment arrangement from an Account, subject to the Customer executing such further documents as the Bank may from time to time require. If the Customer has arranged a direct debit authorization or periodical payment arrangement on an

Account and no transaction is performed under such direct debit authorization or periodical payment arrangement (as the case may be) for a continuous period of twelve (12) months, the Bank shall be entitled to cancel such authorization or arrangement without prior notice to the Customer, notwithstanding its non-expiry or the lack of a specified expiry date for the authorization or arrangement.

2A.15 Payments etc. Only in Hong Kong

Unless the Bank agrees otherwise, funds standing to the credit of any Account may only be withdrawn, and any other amount or item to be paid or delivered by the Bank will only be paid or delivered, in Hong Kong at the office of the Bank where the relevant Account is kept.

2A.16 Payments

- (a) All payments by the Customer to the Bank pursuant to these Terms and Conditions shall be made in Hong Kong Dollars (or in any other currency in which the relevant liability is incurred) without any deduction, set-off or counterclaim and any other restriction or condition and free and clear of any taxes or other deduction or withholdings of any nature. If the Customer is required by law to make any deduction or withholding, the Customer shall promptly pay to the Bank such additional amount as may be necessary to ensure that the Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to any deduction or withholding.
- (b) Any monies received by the Bank in respect of any of the Customer's liabilities to the Bank, howsoever arising, may be applied to such liabilities as the Bank may in its discretion determine, or be paid into and held in a suspense account for so long as the Bank thinks fit. In the event of any proceedings in or analogous to bankruptcy, winding-up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the Customer's outstanding liabilities as if there had been no suspended Account or no credit therein.
- (c) The Bank shall have the right at all times to reverse any erroneous entries to any of the Customer's Accounts with effective back-value to when the correct entry (or no entry) should have been made.

2A.17 Payments Affected by Foreign Law Requirements

- (a) The Customer acknowledges and agrees that notwithstanding any other provision of these Terms and Conditions:
 - (i) any payments by the Bank under these Terms and Conditions, will be subject to withholding and deduction as required under Foreign Law Requirements;
 - (ii) any amount withheld under (i) may be held in whatever Account or in whatever manner determined by the Bank; and
 - (iii) the Bank is not be liable for any gross up, loss or damage suffered as a result of the Bank's exercising its rights under this Clause 2A.17.

- (b) The Customer acknowledges and agrees that any transaction, payment or instruction under these Terms and Conditions may be delayed, blocked, transferred or terminated as required for the Bank to meet its obligations, including those under any Foreign Law Requirement as determined by the Bank.

3. CHECK DEPOSITS AND DRAWING AGAINST UNCLEARED INSTRUMENTS

3.1 Deposits of Instruments Subject to Clearing

- (a) Deposit of checks or other types of Instruments subject to clearing is accepted for collection only and the proceeds will not be available to the Customer until the relevant Instrument has been cleared.
- (b) The Bank shall exercise reasonable care in relation to the custody and presentation of checks and/or other types of Instruments presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of checks/Instruments or delay in presentation thereof in the absence of negligence or wilful misconduct on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of checks/Instruments or delay in presentation while the checks/Instruments are in the custody of any properly authorized third party through whom such checks/Instruments are presented for collection. In no event shall the Bank be liable for any consequential loss arising as a result of the loss or destruction of checks / Instruments or their delay in presentation.

3.2 Deposits of Third Party Checks

Checks payable to the order of a party other than the Customer must be duly endorsed by such party and such checks will be accepted for deposit only at the discretion of the Bank. The Customer agrees to indemnify the Bank against all losses, damages and claims reasonably and properly incurred or sustained by it in connection with such deposit.

3.3 Drawing against Uncleared Instruments

- (a) The Customer may not draw against uncleared bills, drafts or checks deposited in the Customer's Account until the proceeds or advice of final payment thereof has been received by the Bank. For Instruments that are cleared through the Hong Kong Interbank Clearing Limited, the proceeds of those Instruments will usually become available on the second Business Day after the date of deposit.
- (b) With respect to Instruments that have to be cleared outside Hong Kong, the collection schedule varies depending upon the country involved and the Customer should make inquiry at any branch of the Bank to determine the time required for advice of final payment. The effective date of deposit will be subject to the date of the final payment received by the Bank after the check has been duly cleared. Should any Instrument be dishonored and returned by the drawee bank, it will be returned to the Customer and the Customer will be debited accordingly together with all related charges.
- (c) No interest will accrue on uncollected funds.
- (d) All Instruments received for collection after the normal

clearing cut-off time on any Business Day will be treated as received for the Customer's Account on the following Business Day. All Instruments received for collection on any Saturday will be treated as received for the Customer's Account on the following Business Day.

3.4 Uncollected Funds

- (a) Without prejudice to Clause 3.3, if the Bank permits the Customer to draw against funds to be transferred from any Account or to be collected, the Customer shall on demand reimburse the Bank in full the amount so drawn if:
 - (i) the Bank does not receive the funds in full at the time when it ought to have received them;
 - (ii) the transfer or collection of such funds results in any Account of the Customer maintained with the Bank being overdrawn; or
 - (iii) after the Bank has accepted the transfer, it is prevented from collecting or freely dealing with the funds in accordance with its usual banking practice.
- (b) Further, if the Bank accepts any funds to be transferred in favor of the Customer or to be collected in lieu of cash settlement of the Customer's obligation, such settlement shall be conditional upon receipt by the Bank of full payment of such funds in immediately available funds.

4. ACCOUNT STATEMENTS AND TRANSACTIONS CONFIRMATIONS

4.1 Delivery of Account Statements

- (a) Account statements will normally be sent to the Customer monthly or at such other intervals as may be determined by the Bank from time to time. The Bank, however, reserves the right not to send an account statement to the Customer (or provide the Customer with an account statement at such intervals as the Bank may determine from time to time) if there has been no record of activity in the Account since the last Account statement was provided to the Customer.
- (b) If the Customer fails to receive an account statement within ten (10) Business Days after the end of the period to which the statement relates, the Customer should immediately notify the Bank by any means prescribed in Clause 16 and request a copy of the same.
- (c) The Customer agrees that the Bank may provide Statements (as defined in Clause 4.3 below) and other documents in a non-paper based format via the Bank's website ("**Access Service**"). Further, the Customer agrees to and accepts the following:
 - (i) computer equipment and software, internet access and a specific email address are required to use the Access Service;
 - (ii) internet and email services may be subject to certain IT risks and disruption;
 - (iii) the Customer may incur additional costs for using the Access Service;
 - (iv) without prejudice to Clause 16, email may be the Customer's only notice that documents have been posted on the Bank's website, and the Customer should check the designated email address regularly;
 - (v) the Customer may have to pay a reasonable charge for

obtaining a hardcopy of any document that is no longer available for access and downloading through the Bank's website;

- (vi) the Customer may revoke consent to provision of documents via the Bank's website subject to giving 30 days' advance written notice to the Bank by any means prescribed in Clause 16; and
 - (vii) the Customer should save an electronic copy of all Account statements and documents provided via the Bank's website for their own reference.
- (d) Before closure of an Account, the Customer are reminded to download and store the non-paper based Statements (if applicable) for record purposes. The Customer may no longer have access to such Statements after the Account is closed.

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4.3 Customer's Obligation to Examine and Verify

The Customer agrees to carefully check the entries and/or transactions on each Account statement or deposit receipt, confirmation or advice (as applicable) (collectively, "**Statements**") for errors, discrepancies, omissions, unauthorized debits or any other incorrect and/or unauthorized transactions or entries arising from whatever cause (including forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person) (collectively "**Discrepancies**", each a "**Discrepancy**"). The Customer also agrees that unless the Customer notifies the Bank in writing of any such Discrepancy within ninety (90) days from the date of the Statement, the Statement shall, as between the Bank and the Customer, constitute conclusive evidence as to the correctness and accuracy of the Statement and all transactions, entries and balances set out therein and shall be binding on the Customer, who shall be deemed to have agreed to waive any rights or objections or to pursue any remedies against the Bank in respect thereof, unless such Discrepancy was caused directly by the gross negligence, or wilful misconduct on the part of the Bank or any of its employees, agents or servants. Without prejudice to the above, the Bank may, at any time and without assuming or incurring any liability to the Customer, reverse, rectify and/or correct any Discrepancy in any Statement caused by administrative, operational or computer errors or otherwise by the Bank's own error or omission. A Statement so rectified or corrected shall be binding as between the Bank and the Customer.

4.4 Overpayments etc.

If, as a result of error, irregularity or omission by the Bank, the Customer or any other person:

- (a) any overpayment is made into the Customer's Account, and/or;
- (b) the Customer withdraws, transfers or otherwise makes use of any funds mistakenly transferred to the Customer's Account or otherwise paid to the Customer;

the Customer shall forthwith on demand refund the amount so overpaid or used to the Bank and the Bank may, without prior notice to the Customer, debit the amount overpaid to any of the Customer's Accounts.

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6. **FOREIGN CURRENCY ACCOUNTS**

- (a) Without prejudice to any other provisions of these Terms and Conditions which are applicable to foreign currency Accounts, all deposits into and withdrawals from any foreign currency Accounts must be in currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion shall not exceed the daily or transaction limits imposed by the Bank from time to time, if any, and is subject to the prevailing rate of exchange quoted by the Bank at the time of the deposit or withdrawal.
- (b) The Bank shall not be responsible or become liable for any diminution in the amount or the value of any amount credited to a foreign currency Account due to taxes, imposts or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, requisitions, involuntary transfers, exercise of military or usurped powers, or other similar causes beyond the Bank's control.

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8. **JOINT ACCOUNTS**

Where an Account is opened in the name of two or more persons, unless otherwise agreed in writing by the Bank:

- (a) all obligations and liabilities incurred with respect to the Account shall be joint and several;
- (b) references to the Customer shall be references to each and every person who holds a joint Account under the Terms and Conditions, or where the context permits, any one or more of them;
- (ba) each of such persons shall be bound by the Terms and Conditions notwithstanding that, for any reason whatsoever, any other of them intended to be bound is not so bound, or the Terms and Conditions are or become invalid or unenforceable against any other of them;
- (bb) acceptance by any such person of any terms and conditions governing any Services rendered by the Bank in respect of any Account held in their joint names shall be deemed to constitute acceptance by and bind each of them;
- (c) each of such persons shall, unless otherwise specified, be entitled to operate the joint Account independently from the others. The Bank is authorized to honor and comply with all Instruments, instructions, directions or receipts which are signed, sealed and/or chopped by any of such persons, whether or not the relevant Account(s) is/are in credit or overdrawn, and to comply with all instructions or other directions given for or in connection with the relevant Account(s), and to accept and act upon all receipts for monies deposited with or owing by the Bank on such Account(s);
- (ca) all representations, warranties, undertakings, agreements and obligations of the Customer expressed or implied in the Terms and Conditions shall, unless the context otherwise requires, be deemed to be made, given or assumed by each such person jointly and severally and, without limiting the foregoing, the Bank is entitled to exercise its rights under Clause 13 and apply any credit balance in any Account of the Customer in or towards satisfaction of any obligations

and/or liabilities owed to the Bank by one or more persons comprising the Customer;

- (d) the Bank shall be entitled to deal separately with any such person on any matter, including the variation or discharge of any liability to any extent and/or the granting of time or any other indulgence to, or making other arrangements with, any such person, in each case without prejudicing or affecting the Bank's rights, powers and/or remedies against any other such persons;
- (e) where separate instructions are given by the joint Account holders and they are in conflict or inconsistent, the Bank may (without assuming or incurring any liability whatsoever):
 - (i) act on any of those instructions;
 - (ii) delay in acting on those instructions until the apparent conflict or inconsistency has been resolved;
 - (iii) act only on the unanimous instructions of all joint Account holders; or
 - (iv) decline in acting on those instructions until it has received satisfactory confirmation of such instructions from all such persons;
- (ea) Without limiting or reducing the effect of Clause 15.2, the Bank is authorized, without further consent from any of such persons, to disclose amongst each of such persons:
 - (i) any information about the joint Account which may relate to any period before or after the joint Account is maintained in the joint names; and
 - (ii) any personal data and other information relating to or provided by any of such persons.
- (f) any notice or communication sent by the Bank to any one such person will be deemed to have been sent to all such persons and any notice or communication sent to the Bank by any one such person will be deemed to have been sent by each such person;
- (fa) closing of any joint Account, or amending or otherwise varying the signing arrangements for any such joint Account requires signatures of such one or more persons as authorised as per the existing signing arrangements;
- (fb) any transactions entered into by one or more persons as authorized as per the existing signing arrangements will be binding on all such persons;
- (g) all sums now or in the future received in the name of any one or more of such persons may be deposited, in the Bank's discretion and in the absence of contrary instructions, into the joint Account;
- (h) all checks, drafts or other monetary Instruments payable to any one or more but not all of such persons may be collected by the Bank and paid into the joint Account notwithstanding being crossed "Account Payee" or "Account Payee Only" and not endorsed by the payee;
- (i) any credit balance of such Account is and will be owned by such persons as joint tenants with right of survivorship;
- (ia) upon the Bank receiving written notice of the death, bankruptcy or liquidation or mental or other incapacity of any such person, any automatic disposal instructions or standing instructions for the operation of Accounts held in the joint names of such persons will cease to be effective;
- (j) subject to the Applicable Laws, on the death of any of such

persons, the Bank will hold any credit balance of the joint Account to the order of the survivor(s) and, in the case of the death of all such persons, the legal representative(s) of the last survivor, on production of a grant of probate or letters of administration in respect of that last survivor (without prejudice to any right the Bank may have in respect of such balances arising out of any security interest, lien, right of set-off, counterclaim or otherwise); and

- (k) in the event of death, bankruptcy or liquidation or mental or other incapacity of one or more of such persons, the Bank shall have the right to set off any claims the Bank has or may have against such person or persons howsoever incurred against any credit balance in the joint Account and further, the Bank shall have the right, in its sole discretion, to freeze the joint Account and refuse any dealings therewith or refuse to accept any instructions, where in respect of the joint Account, the Services or otherwise.

9. PAYMENT TO LEGAL REPRESENTATIVES

The Customer authorizes the Bank to pay and deliver to or to the order of the Customer's legal representative(s), on the production of a grant of probate or letters of administration in respect of the Customer, any credit balance of any Account in the Customer's name (without prejudice to any right the Bank may have in respect of such balance arising out of any security interest, lien, right of set-off, counterclaim or otherwise or to any step which the Bank may deem it desirable to take in view of any claim by any person other than the Customer's legal representative(s)). This paragraph does not apply to joint Accounts.

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11. FOREIGN LAW REQUIREMENT INFORMATION AND DISCLOSURE

11.1 Obligation to Provide Information and Supporting Materials

The Customer undertakes to provide the Bank with such information, documents and certifications as reasonably required by the Bank in order for it to meet its obligations under any Foreign Law Requirement. The Customer acknowledges and agrees that this may include information, documents or certifications in connection with:

- (a) the Customer;
- (b) the ultimate beneficial owner of any Account;
- (c) the person ultimately responsible for giving any instruction or for entering into any transaction;
- (d) any person on whose behalf the Customer acts in receiving payment; and/or
- (e) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer.

11.2 Use and Disclosure for the Purpose of any Foreign Law Requirement

The Customer agrees that the Bank may disclose any information, documents or certifications in relation to the Customer and/or any person referred to in Clause 11.1 to any person or Government Authority, whether or not established under Hong Kong law, as required under any Foreign Law Requirement as determined by the Bank.

11.3 Offshore Disclosure

The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

11.4 Change of Details

The Customer must promptly notify the Bank in writing of any change in:

- (a) the Customer's particular(s), circumstance(s), status, including any change in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number and email address; or
- (b) [INTENTIONALLY LEFT BLANK]
- (c) the address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 11.1.

12. COMPLAINTS, LIABILITY AND INDEMNIFICATION

12.1 Complaints

The Customer may register a complaint by writing to any branch of the Bank or by any other channels as specified by the Bank from time to time. Such complaint must clearly identify the Customer, the Customer's account number, the Customer's address and the specific nature of the complaint. The Customer's complaint will be followed up promptly and processed within a reasonable time by the Bank in accordance with the Applicable Laws. Correspondence with the Customer will be sent in Chinese or English in accordance with the language of the Customer.

12.2 General Exclusion of Liability and Indemnity

To the maximum extent permitted by the Applicable Laws:

- (a) the Bank shall not be liable for any liability, claim, loss or damage, demand, tax, cost, charge or expense of any kind which may be incurred or suffered by the Customer or any actions or proceedings which may be brought by or against the Customer as a result of or arising from:
 - (i) the failure of the Customer to comply with these Terms and Conditions and to exercise due care in his dealings with the Bank;
 - (ii) the Customer providing misleading or false information in respect of himself/herself of any other person or matter in connection with these Terms and Conditions;
 - (iii) the misunderstanding or misinterpretation of any instruction whether given by phone, electronic means or otherwise (provided that the Bank acts in good faith);
 - (iv) the inability of the Customer to gain access to or utilize any electronic banking service offered by the Bank;
 - (v) any failure of the Bank to perform any obligation or Service or take any action where such inability or failure is attributable directly or indirectly to any circumstance or event beyond the reasonable control of the Bank, including any equipment or computer malfunction, power, network or telecommunication failure or inadequacy, interruption, interception, error, delay or loss in transmission or transfer facilities, or the act or omission of any third party,

- (vi) any reasons or causes beyond the Bank's control, including without limitation, complying with any law, regulation, code, order, court freezing order, notice, guideline, directive or at the request of public or regulatory or governmental authorities or as a result of any levy, tax, embargo, moratorium, exchange restriction or other act of government or other authority, any loss and mistake of postal or other strikes, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, typhoon storm, explosion of force majeure.

except where such loss or damage is reasonably foreseeable and directly caused by (1) unauthorized transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Customer and in relation to which the Bank has failed to exercise reasonable care and skill; (2) unauthorized transactions arising from forgery or fraud by any employee, agent or servant of the Bank; or (3) other unauthorized transactions arising from the wilful misconduct or negligence on the part of the Bank or any of its employees, agents or servants.

- (aa) the Bank shall not be liable for any content posted on any third-party social media channel or platform, including posts or messages made by any employee, agent or servant of the Bank, unless such content has been officially approved by the Bank. The Bank has no control over any unofficial or unapproved content, including but not limited to any social media messaging communicated by our employees, on any third-party social media channel or platform and therefore makes no representation in terms of its accuracy, completeness or suitability.
- (b) the Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, suits, proceedings, liabilities, claims, demands, losses, damages and taxes, of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by it (including interest, commission payments and legal fees) in connection with the maintenance of, or dealings with, the Account or dealing with any Instrument for payment of money at the request of the Customer or the Bank's provision of Services, and/or the exercise of the powers and rights of the Bank under these Terms and Conditions, unless such liabilities, claims, costs, damages, expenses, actions or proceedings are caused directly by the negligence or wilful misconduct of any officer, employee or agent of the Bank.

12.3 No Consequential Damages

If the Bank is found liable for any act or omission, negligence or default, its liability shall be limited to the lesser of the amount of the direct loss or actual damage and the amount of the relevant transaction. The Bank shall not be responsible for any loss of profit or any special, consequential or indirect loss or damage arising out of such act, omission, negligence or default.

12.4 Agents

The Bank may appoint such agent(s) as it thinks fit to perform duties in connection with any of the Customer's business transacted with the Bank and forward any document or item to such agent(s) as it considers appropriate. To the maximum extent permitted by the Applicable Laws, the Bank shall not be liable for the negligence or any wrongful act, omission, delay, default or the solvency of any such agent, unless the Bank has expressly authorized the same.

13. CONSOLIDATION, LIEN AND SET-OFF

13.1 Consolidation and Set-Off

The Bank may, at any time without prior notice, combine or consolidate all or any of the Customer's Accounts (of whatever nature, wherever located, whether in the name of the Customer solely or jointly with other(s), whether subject to notice or not and whether or not any sum in any such Account is then due and payable), and set-off, debit, withhold, apply and/or transfer any sum standing to the credit of one or more of the Accounts in or towards satisfaction of the Customer's obligations and/or liabilities to the Bank on any other Account or in any other respect whatsoever, whether such obligations and/or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owed by the Customer to the Bank in whatever capacity. Where such combination, consolidation, set-off, debit, withholding, application or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange prevailing in the relevant foreign exchange market at the relevant time (as conclusively determined by the Bank). In the case of a joint Account, the Bank may exercise its rights in these Terms and Conditions and apply any credit balance in such joint Account in or towards satisfaction of any obligations and/or liabilities owed to the Bank by any one or more of the Customers. The Bank shall, where applicable, not contrary to the Applicable Laws and not prejudicial to any legal claims of the Bank over the Customer's funds held with the Bank, give notice to the Customer of the Bank's intention to exercise the Bank's right under this Clause 13 before doing so (for example, in a demand letter). The Bank shall, as soon as practicable, give notice to the Customer after exercising its right under this Clause 13.

13.2 Lien

The Customer authorizes the Bank to exercise a lien over all the Customer's property coming into the possession or control of the Bank for custody or for any reason whatsoever, and whether or not in the ordinary course of banking business, with power for the Bank to sell such property, if necessary, and apply the net proceeds to satisfy any of the Customer's obligations and/or liabilities to the Bank.

13.3 Other Rights

The rights of the Bank under this Clause 13 shall be in addition and without prejudice to any lien or other right whatsoever to which the Bank may be entitled by law and shall apply to all liabilities of the Customer to the Bank, whether such liabilities or any of them arise on any Account or in any other respect or manner whatsoever.

14. AMENDMENTS

The Bank may at its discretion alter, amend, delete or substitute any of these Terms and Conditions or adopt new terms and conditions and/or other rules by giving the Customer reasonable notice prior to any such variation taking effect (the “**Effective Date**”) and such variation shall be deemed to be incorporated in these Terms and Conditions as of the Effective Date, and shall be binding on the Customer, if the Customer (including any Authorized Person) continues to operate the Account or maintain or use the Services on or after the Effective Date. The Bank will give the Customer thirty (30) days’ notice before any variation to these Terms and Conditions which affects fees and charges, or liabilities or obligations of the Customer takes effect, except for variations in respect of overdrafts as set out under Clause 2A.4 and cards as set out under Clause 9 of Part B of the Schedule 4.

Such notice will be given in writing, by statement insert, message in an Account statement, email, push notification, posting on the Bank’s website, display, advertisement or by such other means as the Bank considers an appropriate and effective means of notification.

15. PERSONAL DATA PROTECTION

15.1 Provision of Data

To enable the Bank to consider whether to provide or continue to provide the Customer with any Account or Service and/or comply with any Applicable Laws or court orders of Hong Kong or elsewhere and/or for the purposes of detecting, reporting and preventing known or suspected fraud, criminal offence and/or unlawful activities the Bank may require the Customer to supply to the Bank from time to time information, documents or certifications about:

- (a) the Customer;
- (b) the ultimate beneficial owner of any Account or Service;
- (c) the person ultimately responsible for giving any instruction or for entering into any transaction or obtaining any Service;
- (d) any person on whose behalf the Customer acts in receiving payment; and/or
- (e) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer (including but not limited to transaction and information of counterparties and related parties),

(including personal data as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (“**Personal Data**”)) (collectively, “**Data**”). Failure to provide such Data to the Bank may result in the Bank’s inability to provide or continue to provide such Account or Service to the Customer and/or comply with any Applicable Laws or court orders and banking practices of Hong Kong or elsewhere. The Customer represents and warrants that all such Data is accurate and correct and undertakes to notify the Bank immediately and in writing if any information previously provided to the Bank by the Customer changes or becomes inaccurate or incorrect, together with the relevant documents evidencing or supporting such change, as required by the Bank. Where the Data relates to any other person, the Customer represents and warrants that the Customer has obtained all necessary consents (i) to provide such Data to the Bank; (ii) for and in relation to any disclosure, transfer, access and/or sharing of

such Data in accordance with and/or as contemplated under these Terms and Conditions; and (iii) to provide all necessary consents on behalf of that person.

15.2 Disclosure

The Customer agrees that the Bank may disclose the Customer’s Data and any other information, documents or certification in relation to the Customer and/or any person referred to in Clause 15.1 (including the state of any Account or any transaction of the Customer with the Bank or any other information relating to the Customer or the Customer’s transactions or dealings with the Bank), whether or not acquired through the keeping of any Account, subject to the Customer’s separate consent (insofar as the Personal Information Protection Law of the People’s Republic of China (“**PIPL**”) is applicable to the Bank’s process and/or use of the Customer’s Data and requires Customers’ separate consent) to:

- (a) any other member of the CCB Group;
- (b) any actual or prospective assignee, transferee or successor of the Bank or any other member of the CCB Group or of all or part of the Bank’s business or shares;
- (c) any actual or prospective assignee or transferee of or participant in any rights or obligations of the Bank in respect of the Customer (including 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 Customer);
- (d) the Bank’s professional advisers and agents and any other persons (whether or not they are a member of the CCB Group) providing services to it (including any legal advisor, auditor, debt collection agency, credit reference agency, rating agency, insurer or insurance broker, direct or indirect provider of credit protection, or contractor);
- (e) any actual or prospective provider of a guarantee, indemnity, security or other credit support for the Customer’s obligations to the Bank;
- (f) any financial institution or merchant acquirer with which the Customer has or proposes to have dealings;
- (g) any person to the extent required for purposes of any litigation, arbitration, investigative or regulatory proceedings or procedures;
- (h) any person to whom, and to the extent that, such information is required to be disclosed by any member of the CCB Group under any Applicable Law or court order of Hong Kong or elsewhere with which such member of the CCB Group is expected to comply, including to any Government Authority, whether or not established under Hong Kong Law, as required under any Foreign Law Requirement;
- (i) any person under a duty of confidentiality to the Bank (including a member of the CCB Group which has undertaken to keep such information confidential);
- (j) a drawee bank which provides a copy of a paid check (which may contain information about the payee) to the drawer;
- (k) any person making any payment into the Customer’s account (by providing a copy of a deposit confirmation slip which may contain the name and/or account particulars of the Customer);
- (l) (subject to the Bank’s policy on the use of Personal Data for promotional and marketing purposes as notified to such

Customers from time to time in any statements, circulars, notices or other documents and the Bank's compliance with Applicable Law), selected persons providing or marketing the following services and products (in respect of which the Bank may or may not be remunerated):

- (i) banking, financial, insurance, securities and investment, credit or other cards, and/or similar services and products;
- (ii) reward, loyalty or privileges programs and related services and products;
- (iii) services and products offered by the Bank's co-branding partners;
- (m) any other person with the Customer's consent, in each case whether in Hong Kong or elsewhere; and/or
- (n) any information sharing platforms, systems and/or tools and/or any other fraud information-sharing initiatives which may be accessed and used by regulators, other authorities, the Bank and other financial institutions that have access to such platforms, systems, tools and/or initiatives (alone or with other information and documents) for the purpose of detecting, reporting and preventing known or suspected fraud, criminal offence and/or unlawful activities.

Without prejudice to the foregoing, the Customer acknowledges that the Bank shall be entitled to outsource or sub-contract any part of the Bank's banking or other operations to any other member of the CCB Group or to a third party (in each case whether or not in Hong Kong) on such terms and conditions as the Bank may think fit and, where the Bank considers necessary or appropriate, the Bank may transfer such Data, details or information to any service provider (whether or not the service provider is a member of the CCB Group and whether in or outside Hong Kong) for the purpose of data processing or providing any service to the Bank or on the Bank's behalf to the Customer.

In addition, the Customer consents to the Bank giving status reports on his Accounts and banker's references when requested to do so by any bank, financial institution, recognized credit reference or credit enquiry agents and/or any other person.

Each person to whom the Bank has disclosed the Customer's Data pursuant to this Clause 15 may also disclose such Data where required under any Applicable Law or court order of Hong Kong or elsewhere with which such person is expected to comply.

15.3 Use of Personal Data

Personal Data will be used for considering the Customer's request and subject to the Bank agreeing to provide or continue to provide the relevant Account or Service, the Personal Data and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such Account or Service to the Customer and/or the compliance by the Bank and any other member of the CCB Group with any Applicable Laws or court orders, voluntary code, any guidelines, guidance or requests 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 Hong Kong or elsewhere and/or for the purposes of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities. The Bank will use, store, disclose, transfer (whether within or outside Hong

Kong) and/or exchange Personal Data to or with all such persons listed in Clause 15.2 (including any member of the CCB Group and any service or information provider whether within or outside the CCB Group) for any and all purposes:

- (a) in connection with such Account and/or Service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Customer) Personal Data with other personal data concerning the Customer in the Bank's possession;
- (b) in connection with the provision of banker's references about the Customer to other financial institutions or other persons;
- (c) in connection with the conducting of any checks with any credit reference agency, credit enquiry agency or other persons (including upon an application for any credit facility or upon periodic review or renewal of such facility);
- (d) in connection with meeting the Bank's obligations, requirements or arrangements or those of any member of the CCB Group, to comply with or in connection with any law, regulation, judgment, court order, sanctions regime, international guidance within or outside the Hong Kong existing currently and in the future; and/or
- (e) any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in any statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time (the terms of which shall be deemed to be an integral part of these Terms and Conditions).

The Customer has the right to request access to, and correction of, any of the Personal Data or object to the use of his/her Personal Data for direct marketing purposes. Any such request may be made in writing and addressed to the Bank's Data Protection Officer at such address and number as specified by the Bank from time to time. The Bank will comply with such request unless the Bank may or is required to refuse to do so under any Applicable Law or court order in Hong Kong or elsewhere with which the Bank is expected to comply.

15.4 Notice to Customers Relating to the Personal Data (Privacy) Ordinance

These Terms and conditions shall be supplemented by the "Notice to Customers relating to the Personal Data (Privacy) Ordinance" ("**Data Privacy Notice**") (as updated and supplemented by the Bank from time to time) provided to the Customer and which is expressly incorporated into these Terms and Conditions.

15A. **ANTI-MONEY LAUNDERING OBLIGATIONS, ETC.**

The Customer acknowledges and agrees that the Bank and any other member of the CCB Group are required to act in accordance with Applicable Laws in Hong Kong and other jurisdictions including anti-money laundering, anti-terrorist financing, sanctions and anti-tax evasion-related laws and regulations. The Customer agrees that the Bank may take, and may instruct any other member of the CCB Group (or may be so instructed by any other member of the CCB Group) to take any action which it or such other member of the CCB Group, in its discretion, considers appropriate in connection with such Applicable Laws. This may include:

- (a) the interception and investigating of any payment message and other information or communications sent to, by or on behalf of the Customer via the systems of the Bank or any other member of the CCB Group;
 - (b) the delaying or blocking of, or refusing to make, any payment;
 - (c) conducting further enquiries to ascertain whether the name of a sanctioned person actually refers to that person; and
 - (d) disclosing any information concerning the Customer to any law enforcement entity, regulatory agency or court where required by Applicable Law.
- (f) sent the notice or announcement by short message service to the mobile number of the Customer in the Bank's record.
- 16.3 In relation to any notice or other communication sent by the Customer to the Bank, the Customer may use any means prescribed in Clause 15.1 above. Such notice or communication shall be deemed to have been given when actually received by the Bank, provided that where such notice or communication is received outside the Bank's normal business hours, the notice or communication shall be deemed to have been given to the Bank on the next Business Day.

To the maximum extent permitted by the Applicable Laws, neither the Bank nor any other member of the CCB Group shall be liable for any loss or damage (whether direct or indirect including loss of profit or interest) suffered by any person arising as a result of or in connection with any such action, delay, blocking or failure to make any payment or the exercise of the Bank's rights under this Clause 15A. In certain cases, the Bank's action may prevent or delay the processing of certain information. Neither the Bank nor any other member of the CCB Group warrants that any information on the Bank's systems relating to a payment message or other information or communication which is the subject of such action is correct or up-to-date when accessed whilst such action is being taken.

16. NOTICES

- 16.1 In relation to any notice, demand, or other communication required to be given by the Bank to the Customer, such notice, demand or communications may be sent to the Customer in writing to his/her address last known to the Bank or by facsimile, telex or email to his/her facsimile or telex number or email address last registered with the Bank. Written notice, demand or other communication shall be deemed to have been duly sent to and received by the Customer:
- (a) if delivered personally, at the time of delivery;
 - (b) if sent by post, on the second Business Day after the day of posting if the address is in Hong Kong (and seven days after posting if the address is outside Hong Kong); and
 - (c) if sent by facsimile, telex or email or other electronic means, at the time of dispatch.
- 16.2 All notices or announcements by the Bank in connection with any of the Accounts, Services or charges governed by these Terms and Conditions shall also be deemed duly given or made and effective and binding on the Customer if the Bank has:
- (a) displayed the notice or announcement at the Bank's branches; or
 - (b) advertised the notice or announcement in a daily newspaper circulating in Hong Kong; or
 - (c) sent the notice or announcement by ordinary mail to the address of the Customer in the Bank's record; or
 - (d) in relation to transactions operated through electronic banking services offered by the Bank, put the notice or announcement on the Bank's website whether or not the Customer has retrieved or read the notice; or
 - (e) sent the notice or announcement by e-mail to the e-mail address of the Customer in the Bank's record; or

- 16.4 The Customer will notify the Bank of any change in his or her contact details (including address for correspondence, email, phone number and facsimile number) as soon as possible.

16A. ALERTS AND MONEY TRANSFERS

- 16A.1 This Clause 16A applies to the Alerts and the Money Transfers as defined in Clause 16A.2 below. If there is any inconsistency between this Clause 16A and the other provisions in these Terms and Conditions, this Clause 16A will prevail insofar as the Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which this Clause 16A comes into effect, the Customer confirms that he or she has accepted and will be bound by this Clause 16A.

- 16A.2 Under this Clause 16A:

- "Alert" means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.
- "Anti-fraud Database" includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organizations.
- "Money Transfer" means a transfer of money by the Customer through the Bank via any channel or means or in any currency determined by the Bank from time to time including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank, whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by the Customer to the Bank to make a Money Transfer.
- (a) The Customer confirms and acknowledges that the Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing the Customer's responsibility for safeguarding his or her own interests, money and assets from fraud or other illegal activities.
 - (b) The Customer confirms and acknowledges that the Bank:
 - (i) does not control the management, operation or any other aspect of the Anti-fraud Databases;
 - (ii) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and

- (iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases. Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank's records of its delivery of any Alert to the Customer and any response from the Customer whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error;
- (c) The Customer confirms and acknowledges that the Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to the Customer, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to the Customer by electronic or other means;
- (d) the Bank shall not be liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control;
- (e) the Bank shall not be 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 Alerts (or any delay or unavailability of the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's gross negligence or wilful default or that of its officers, employees or agents;
- (f) in no event will the Bank, its affiliates or group companies, its licensors, and its 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);
- (g) nothing in this Clause 16A is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted; and
- (h) The Customer agrees and acknowledges that:
- (i) the Customer is responsible for taking reasonably practicable steps to safeguard his or her own interests, money and assets from fraud or other illegal activities;
- (ii) the Customer is responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case;
- (iii) The Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert; and
- (iv) the Customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.

17. MISCELLANEOUS

17.1 No Waiver

No act or omission by the Bank pursuant to these Terms and Conditions shall affect its rights, powers or remedies under the Terms and Conditions or other exercise of such rights, powers or remedies.

17.2 Assignment

The Customer is not allowed to assign or transfer any of his/her rights or obligations under these Terms and Conditions to any person without the prior written consent of the Bank. The Bank may at any time assign or transfer any or all of its rights and obligations to any person without the agreement of the Customer.

17.3 Business Practice

The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so and may refuse to accept or act on any instruction which may adversely affect the interests of the Bank. For the avoidance of doubt, the Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organization or system.

17.4 Recording and Records

- (a) The Bank (or its agents) may (but, unless otherwise required by Applicable Law or court order of Hong Kong or elsewhere, is/are not obliged to) without prior warning or notice, record by all means, all telephone conversation and all forms of instructions given by the Customer (or any person acting on Customer's behalf) in connection with any Accounts and/or Services provided by the Bank. Such recordings are the property of the Bank and the Bank may deal with such recordings, including keeping those records for the period as the Bank considers necessary, and destroy such recordings after such time periods, as it deems prudent. Such record as may be deemed by the Bank as conclusive and binding evidence in any dispute that may arise.

(b) The Bank may at its discretion and at any time destroy any documents relating to any Account or Service after microfilming or scanning such documents and/or after converting such documents into digital form and storing them on a computer disc or other computer storage device. The Bank may destroy such microfilm, scanned or digital records after such time period as it considers prudent. Upon the Customer's request, the Bank may at its discretion provide the Customer within a reasonable time period with photocopies upon payment of a reasonable charge determined by the Bank.

17.5 Severability

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time any of the provisions of these Terms and Conditions is or becomes illegal, void or unenforceable in any respect, under the laws 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.

17.6 Governing Version

The English version of these Terms and Conditions is the governing version and shall prevail if there is any discrepancy between the English version and the Chinese version.

17.7 Rights of Third Parties

No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the Terms and Conditions.

17.8 Certificates

For all purposes, including any legal proceedings, a certificate by any of the Bank's officers as to the sums and liabilities for the time being due or incurred to the Bank by the Customer shall, in the absence of manifest error, be conclusive evidence thereof against the Customer.

17.9 Reliability of Information

Unless the Bank specifically agrees otherwise, information including interest and exchange rates, stock prices and product information quoted by the Bank's customer service hotlines or through the internet or other electronic channels is for indication purposes only and is not binding. The actual rate or price that shall apply to a particular transaction can only be determined at the time the transaction is entered into. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon their acceptance by the Customer or (where applicable) the relevant Authorized Person irrespective of any different rate, price or information quoted by the Bank.

17.10 Successors

The Terms and Conditions shall be binding on the Customer and its estate, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor in title.

17.11 Further Assurance

At the Bank's request, the Customer shall promptly execute and deliver such documents and perform such acts as the Bank (or its nominee or agent) may request to allow the Bank to provide the Account(s) and Service(s) and operate and/or enforce the Terms and Conditions, including, but not limited to, the execution, perfection and registration of any security created in favor of the Bank pursuant to the Terms and Conditions.

18. GOVERNING LAW AND JURISDICTIONS

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong. Each transaction or its underlying investment or Instrument 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 and Conditions may be enforced in the courts of any competent jurisdiction.

SCHEDULE 1

SPECIFIC TERMS AND CONDITIONS FOR CHECKS

The following terms and conditions apply if the Bank issues a check book to the Customer. Upon request, the Bank may at its discretion arrange for the Customer a checking Account for such currencies as the Bank may permit. For foreign currency-related clauses, please refer also to Schedule 5 (Specific Terms and Conditions for Foreign Currency Accounts and Renminbi Banking Services) below. The General Terms and Conditions from time to time issued and amended by the Bank shall apply to the following as if those General Terms and Conditions are set out in this Schedule in full.

1. Drawing of Checks

- (a) Checks may only be drawn on check forms provided by the Bank in the currency in which the Account is denominated.
- (b) Checks issued by the Bank should be used only for drawing on the Account for which the checks are issued. Upon closure of any checking Account with the Bank, the Customer must either return to the Bank or destroy all unused checks.

2. Delivery of Check Books

Where the Bank receives an application for new check book(s) and, in its discretion, issues a check book, the Bank will deliver, at the cost and risk (including the risk of disclosure of any information concerning the Customer arising thereby) of the Customer, the required check book to the Customer's last known address provided to the Bank by ordinary post, courier or other mode of delivery which the Bank deems appropriate unless otherwise requested by the Customer and agreed by the Bank. The Bank assumes no responsibility for any delay or loss occasioned by such mode of delivery unless such delay or loss is directly caused by the negligence and wilful misconduct of the Bank. If the Customer does not inform the Bank of any non-receipt within two (2) weeks from the date of the Customer's check book request, the Bank will assume that the Customer has received the check book. The Bank reverses its right to refuse to issue a check book.

2A. Safety of Check Books

The Customer shall ensure that all check books issued to him/her are, at all times, kept in a secure place and under proper control, so as not to be available to, or accessible by, unauthorized persons. Upon becoming aware that any check or check book provided to the Customer by the Bank has been stolen, lost or misplaced or that any check has been forged or otherwise used or altered fraudulently, unlawfully or in any other unauthorized manner, the Customer must immediately notify the Bank by telephone (followed by written notice). The Bank shall not be responsible if the Bank has paid any check before it receives, and has had reasonable opportunity to act upon, such notice and the Bank may debit the Customer's Account for the amount paid. The Customer shall indemnify the Bank, and hold the Bank harmless, in full for any consequences arising from, and any claims made against the Bank by any third party as a result of, any loss, falsification, forgery, alteration or unauthorized use of any check issued by the Bank to the Customer.

3. Manner in Dealing with Check Books

- (a) Upon receipt of a check book, the Customer should count the number of checks carefully and examine the serial numbers of the check book and the Customer's Account number and name printed thereon to ensure that they are correct. Any discrepancy should immediately be reported to the Bank. The Customer irrevocably agrees to be bound by the terms and conditions from time to time printed on the inside of the check book issued to the Customer by the Bank.
- (b) [INTENTIONALLY LEFT BLANK]
- (c) [INTENTIONALLY LEFT BLANK]
- (d) Check books remain the Bank's property and shall be returned to the Bank immediately upon request. If the Customer has no further use for any check book issued to him/her or if the Customer's Account is closed, the Customer shall return the check book to the Bank as soon as possible.

4. Manner in Drawing Checks

- (a) [INTENTIONALLY LEFT BLANK]
- (b) [INTENTIONALLY LEFT BLANK]
- (c) [INTENTIONALLY LEFT BLANK]
- (d) The check book should be used only by the Customer whose name appears on the check (which may be drawn only on the Bank branch of issue).
- (e) Prior to issuing any check, the Customer should ensure that sufficient funds are in the checking Account on which the check is drawn. The Bank reserves the right to dishonor and return a check if there are insufficient funds in the relevant checking Account and impose a service charge for each check so dishonored and returned. Alternatively, the Bank may in its discretion (but shall not be obliged to) honor such check and permit the Customer's checking Account to be overdrawn.
- (f) In drawing a check, the Customer should exercise care to ensure its correctness and must not draw checks by any means and/or in any manner which may enable a check to be altered or which may facilitate fraud or forgery. The amount both in words and figures should be written distinctly in dark color non-erasable ink or ball-point pen in English or Chinese and should be signed by the Customer or his/her Authorized Person(s) in conformity with the relevant specimen signature(s) registered with the Bank. The amount in both words and figures in the spaces provided on the check should be written as close to each other and begin as near to the left-hand margin as possible, so that any addition or alteration of words or figures would be impossible without immediate detection. A line should be drawn or the words "only" should be added immediately after the amount expressed in words. Only Arabic numerals should be used for figures and figures and words should be written as clear and plain as possible.
- (g) The Customer should never pre-sign checks in blank.
- (h) To help avoid fraud, the Customer should never issue blank checks or incomplete checks which are pre-signed in blank.
- (i) Any alterations to checks should be written distinctly and clearly so that they can be readily detected. All alterations

on checks must be confirmed by the full signature of the Customer or the Authorized Person(s) in conformity with the relevant specimen signature(s) registered with the Bank and as close as possible to where such alteration appears. Where alterations on a check are not confirmed in this manner, the Bank may (without assuming or incurring any liability) dishonor the check. In particular, and without limiting the generality of the foregoing, the Bank will not accept checks using initials and abbreviations, as such checks can be easily altered. The Customer acknowledges that the Bank will not be liable for any losses, damages, costs or expenses resulting from or in connection with any alteration which cannot be readily detected. If a mistake is made in the amount of the check, it is advisable to cancel the check and issue a new one.

- (j) It is always safer if checks are crossed by drawing two parallel lines “/ /” across the front and not made out “TO BEARER”. Crossed checks can only be paid through bank accounts, order checks can only be paid to the payee or his/her endorsee, while bearer checks are like cash which are payable to any person holding the same.
- (k) The Bank may, without assuming or incurring any liability, dishonor and/or return all checks not correctly completed in accordance with the Terms and Conditions and charge for each check so dishonored and/or returned a service charge or such other amount as the Bank may from time to time prescribe.

5. Checks Sent by Post

All checks sent by post or otherwise should be crossed with the words “OR BEARER” deleted so that they can then only be paid through bank Accounts. The checks should also be accompanied by a letter giving details of instructions to the Bank if they are sent for credit of an Account.

6. Stop Payment

- (a) Should a Customer desire to cancel, countermand or stop payment on a check, complete instructions fully identifying the check must be given to the Bank together with any further documentation required by the Bank. Such instructions shall be in writing (or verbally followed by written instructions within twenty-four (24) hours thereafter) and shall include (together with an other information requested by the Bank from time to time):
 - (i) the check number;
 - (ii) the date of issuance;
 - (iii) the payee’s name; and
 - (iv) the amount.

The Bank will only comply with such instructions if the details of such instructions accord strictly with those of the check presented and the check has not yet been encashed, transferred or paid into another Account at the Bank (or through any other bank). In acting on instructions to cancel, countermand or stop payment of a check, the Bank has no obligation to verify the status of the check. The charges payable by the Customer for such instructions are set out in the Bank’s current Standard Fee Schedule. The Bank may

debit such charges from the Customer’s Account whether or not such instruction is successful. The Bank may mark checks drawn by the Customer as “good for payment” to another bank and debit the Customer’s Account immediately for the amount of the check so marked. Thereafter, payment of the check cannot be stopped.

- (b) The Customer agrees:-
 - (i) to indemnify the Bank against any loss of reasonable amount which may be reasonably incurred or sustained by the Bank as a result of payment or non-payment of the check;
 - (ii) that the Bank will not be liable for failing to carry out the Customer’s instructions unless the failure is caused by the negligence or wilful misconduct of any officer, employee or agent of the Bank;
 - (iii) to notify the Bank promptly in writing or by other means acceptable to the Bank, if the check is recovered or destroyed or when the instructions are to be cancelled; and
 - (iv) that instructions are automatically cancelled six (6) months after the date of the issuance of the check.

7. Liability

- (a) The Customer acknowledges that the Bank shall not be liable for any loss incurred by the Customer arising out of his failure to comply with these terms and conditions and to exercise due care in the handling and use of checks and the conduct of the Account generally.
- (b) The Bank is not obliged to honor any stale check (i.e. a check which has been issued for more than six (6) months or such other period as is customary for this purpose), any post-dated check or any check which is out of date, defaced, incorrectly completed or altered without confirmation by the full signature of the Customer. If it does so other than as a result of negligence or wilful misconduct of any officer, employer or agent of the Bank, the Bank shall incur no liability to the Customer for having done so.
- (c) If a check is incorrectly completed, altered without authorization, out of date or post-dated, the Bank reserves the right to return it to the payee and impose a charge in accordance with the Bank’s current Standard Fee Schedule. All checks presented for payment after closure of the checking Account will be returned.

8. Service Charge

- (a) The Bank may levy a service charge at such rate as determined by the Bank for each check issued by the Customer and dishonored by the Bank on account of insufficient funds in the Customer’s Account or any irregularities appearing on the check.
- (b) The Bank may impose a handling fee for all returned checks, if applicable to a particular checking Account, calculated on such basis as from time to time determined by the Bank on the aggregate payments drawn on such checking Account which exceeds the daily limit as imposed by any relevant authorities from time to time.

9. Withdrawal and Payments

- (a) The Bank reserves the right at any time, in its sole discretion, to satisfy a withdrawal request from a checking Account by:
- (i) telegraphic transfer;
 - (ii) payment in bank notes;
 - (iii) issuing a cashier's order or demand draft; or
 - (iv) in the case of a withdrawal from a foreign currency checking Account, issuing a check drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in Hong Kong Dollars calculated at the Bank's buying rate prevailing at the time of payment.
- (b) Any withdrawal from a foreign currency checking Account of banknotes in that currency is subject to the availability of banknotes in that foreign currency at the time of withdrawal.
- (c) Where more than one check is presented for payment on any day, the Bank shall be entitled to determine the order of payment at its discretion and the Bank shall not be liable in connection with such determination.

10. Method of Clearing Checks

- (a) The Bank may at its discretion destroy any checks, drafts or other documents relating to any Account of any Customer after microfilming the same. Checks drawn by the customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the clearing house and after the expiry of such period, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (b) The Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with the terms stated in (a) above.
- (c) The Bank may levy a service charge at such a rate as determined by the Bank for each request for a presentation of the original or copy of the paid check by the customer(s).
- (d) The Bank shall not become liable for any unavailability of the physical original or copy of the paid check, nor the Bank has any control over the retrieval time.

SCHEDULE 2

SPECIFIC TERMS AND CONDITIONS FOR SAVINGS AND TIME DEPOSIT ACCOUNTS (INCLUDING FIXED RATE TARGET SAVINGS ACCOUNTS)

A. GENERAL PROVISIONS

The following terms and conditions apply to savings (statement or passbook savings) and time deposit Accounts (including fixed rate target savings Accounts) denominated in any currency and related services provided by the Bank to its Customer. In addition to Part A of this Schedule, fixed rate target savings accounts are subject to the additional terms, as applicable, set out in Part C of this Schedule which shall prevail in case of any inconsistency between Parts A, B and C. The General Terms and Conditions from time to time issued and amended by the Bank shall apply to the following as if those General Terms and Conditions are set out in this Schedule in full.

1. Withdrawals and Payments

- (a) Withdrawals from any savings or time deposit Account of the Customer at the counter may be made at any branches of the Bank in Hong Kong during the Bank's normal business hours subject to production of evidence of identification and/or authority satisfactory to the Bank together with the Account card or passbook upon completion of the appropriate withdrawal process required by the Bank or in any other manner prescribed by the Bank.
- (b) the Bank reserves the right at any time, in its sole discretion to satisfy a withdrawal request by either of the following:
- (i) telegraphic transfer;
 - (ii) payment in bank notes;
 - (iii) issuing a cashier's order or demand draft; or
 - (iv) in the case of a withdrawal from a foreign currency Account, issuing a check drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in Hong Kong Dollars calculated at the Bank's buying rate prevailing at the time of payment.
- (c) Any withdrawal from a foreign currency Account of banknotes in that currency is subject to the availability of banknotes in that foreign currency at the time of withdrawal.
- (d) Any payment made by the Bank to a person producing the passbook or withdrawal slip purporting to be signed or chopped as authorized by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.

1A. Minimum Balance Requirements

The Bank shall be entitled to prescribe such minimum and maximum balance requirements, and the fees and charges payable or other consequences if such requirements are not complied with, for each savings Account and time deposit Account maintained by the Customer.

2. **Interest**

- (a) In the case of a savings Account, the Bank will pay interest on account balance. Interest is accrued daily and calculated at such rates and time as determined and prescribed by the Bank from time to time. The accrued interest will be credited to or debited from (if negative interest is applicable to that type of deposits) the savings Account on monthly basis or at such other time as determined and prescribed by the Bank from time to time (which may fall on a non-business day). Interest will be calculated for each day over a 365-day year (including a leap year) for HKD, GBP and SGD or a 360-day year for other currencies according to the Bank's practice for the relevant currency (or any other basis as may be determined and prescribed by the Bank from time to time). If an Account is closed before a date for crediting or debiting interest, interest will be calculated and paid or debited up to the preceding month or up to any date of the current month as may be determined by the Bank in its absolute discretion. Where such interest becomes payable by the Customer to the Bank, the Bank is entitled to debit such amounts from any of the Accounts for the purpose of settling such negative interest. If the debiting transaction causes the relevant Account to be overdrawn (if applicable), the Customer is liable to repay the outstanding amounts to the Bank on demand together with any fees and interest accruing on the outstanding amounts at such rate as the Bank may determine and prescribe.
- (b) Interest on a time deposit (including, inter alia, fixed rate target savings deposit) is fixed for the entire deposit period and is payable to the Customer on the maturity date (except under arrangement specifically agreed by the Bank in writing). Details of the terms applicable to time deposit will be made available to the Customer at the time of placing the deposit or upon request.

3. **Charges**

The Bank may charge an administrative fee calculated by reference to the face amount of foreign currency notes, checks, drafts, payment orders or other monetary instruments for depositing the same into a foreign checking account.

4. **Initial and Further Deposits**

- (a) The Customer shall place an initial deposit with the Bank in such amount as specified by the Bank from time to time.
- (b) For time deposits and other types of deposits as specified by the Bank, any further deposit, transfer or withdrawal shall be in a minimum amount as specified by the Bank from time to time.

5. **Passbook Service**

The Customer agrees to present the passbook to the Bank upon its request for update from time to time and/or review to ensure the accuracy of the details and the Account balance.

6. **Statement Savings Accounts**

The following additional provisions in this Clause 6 apply in the case of a statement savings Account:

- (a) A periodic statement of Account will be sent to the Customer by the Bank unless requested otherwise. The Customer shall

examine each statement of Account received and shall notify the Bank of any error or discrepancy in accordance with Clause 4.3 of the General Terms and Conditions.

- (b) Hold statement/mail services are not available, except by written agreement of the Bank. An additional charge for such services may be levied.

B. ADDITIONAL TERMS AND CONDITIONS FOR TIME DEPOSIT ACCOUNTS

The following terms and conditions apply to time deposit Accounts opened and/or maintained by the Customer with the Bank. Upon request, the Bank may at its discretion arrange for the Customer a time deposit Account for such currencies as the Bank may permit. For foreign currency-related provisions, please also refer to Schedule 5 (Specific Terms and Conditions for Foreign Currency Accounts and Renminbi Banking Services) below.

1. Maturity of Deposits

- (a) On maturity, the principal plus interest of the time deposit will be dealt with in accordance with any instructions then held by the Bank, requesting that the principal plus interest be:
- (i) renewed, either with respect to principal and interest or with respect to principal only, for the same or a different deposit period;
 - (ii) credited, in whole or in part, to one or more savings or checking Accounts with the Bank; or
 - (iii) disposed of in other ways agreed by the Bank as instructed, and
 - (iv) absent any instructions referred to above, deposited into such Account as the Bank may in its discretion determine pending withdrawal (subject to the Bank's rights under the General Terms and Conditions) by the Customer.
- (b) The Customer shall provide the Bank, in writing or in any other form acceptable to the Bank, with renewal or disposal instructions at least one (1) Business Day prior to the maturity of a time deposit. Interest ceases to be payable after the maturity date unless the time deposit is renewed. Upon each renewal of a time deposit, a renewal confirmation will be issued to the Customer. Where automatic renewal instructions are given for a time deposit, the prevailing rate on the maturity date will be applied for the succeeding deposit period. If the Bank does not receive any renewal or disposal instructions prior to the maturity date, the Bank may (but shall have no obligation to) automatically renew the time deposit (together with interest accrued thereon) for the same deposit period, at the then applicable interest rate.

1A. Time Deposits

- (a) Time deposits placed with the Bank will be evidenced by a contemporaneous deposit receipt, confirmation or advice. Such deposit receipt, confirmation or advice is only evidence of the relevant deposit and not a document of title and shall not be pledged, charged or otherwise encumbered as security.
- (b) Time deposits may only be placed in such currencies, in such minimum initial deposit amounts and for such fixed deposit periods as the Bank may from time to time determine.

2. **Non-Business Day**

If a deposit matures on a day which is not a Business Day, the deposit shall be payable to the Customer on the next Business Day, and interest shall be paid up to but excluding that day.

3. **Early or Partial Withdrawal**

Time deposits may not be withdrawn at any time prior to maturity date. Any withdrawal or partial withdrawal of a time deposit prior to maturity shall only be permitted at the discretion of the Bank in which case the Bank may:

- (a) not to pay interest, to deduct any interest already paid or to pay reduced interest on such time deposit (or the relevant part thereof) withdrawn early; and/or
- (b) to prescribe such charges and/or other terms and conditions as the Bank may consider appropriate.

4. **Deposit Protection**

The Customer acknowledges and agrees that time deposits with a term of more than five (5) years are not a protected deposit under the Deposit Protection Scheme in Hong Kong.

C. **ADDITIONAL TERMS AND CONDITIONS FOR FIXED RATE TARGET SAVINGS ACCOUNTS**

The following terms and conditions apply to fixed rate target savings Accounts opened and/or maintained by the Customer with the Bank.

1. **Deposit Amount and Installment**

- (a) The Customer shall place a minimum initial deposit as well as make a minimum monthly installment not less than such amount as the Bank may from time to time specify to the Customer, in order to open and/or maintain a fixed rate target savings Account. All subsequent installments must be paid:
 - (i) by direct debit from any Account of the Customer maintained with the Bank; or
 - (ii) if the Account is designated for fixed rate target savings deposit in a currency other than Hong Kong Dollars, by making payment at any branch of the Bank by way of cash, cashier's order or check.

The Bank may impose charges as regards the direct debit arrangement and shall be entitled to debit the amount of such charges from the relevant Account of the Customer. If the direct debit instruction is received on a day which is a non-Business Day, the direct debit will be effected on the next Business Day.

- (b) Where conversion of currencies is required for making a deposit, installment payment or maturity payment or otherwise, such conversion shall not exceed the daily or transaction limits imposed by the Bank from time to time (if any) and shall be subject to the availability of the currency requested and calculated at the prevailing rate of exchange quoted by the Bank at the time of the exchange. The Bank reserves the right to accept or reject any currency exchange request from the Customer at its sole discretion and the Bank shall not be responsible or become liable for any loss or damage suffered by the Customer arising out of the Bank's rejection of any exchange request. Unless otherwise agreed between the Bank and the Customer, the Bank's service

charges and expenses incurred by the Bank for conversion of currencies shall be borne by the Customer and the Bank shall be entitled to deduct the same from the funds deposited/withdrawn by the Customer.

2. **Term of Deposit**

The term of each of the fixed rate target savings deposit shall be one of the fixed terms prescribed by the Bank from time to time. The Customer may select any one of such fixed terms for his/her fixed rate target savings deposit.

3. **Interest Rate**

- (a) The interest rate applicable to fixed rate target savings deposit is a fixed rate for the entire deposit period as specified by the Bank at the time of opening of the fixed rate target savings deposit Account.
- (b) Interest on the fixed rate target savings deposit will accrue monthly on a compound basis but it is only payable at maturity.

4. **Default (For Fixed Rate Target Savings Deposit Only)**

If any installment is not paid by the Customer on the designated monthly installment payment date, interest on such installment will not be accrued until actual payment of the installment. Late payment of an installment made on or after the next designated monthly installment payment date will not be accepted by the Bank. If two (2) consecutive installments (or such other number of installments as the Bank may from time to time specify) are not paid on time, interest on the deposit balance for the remaining term will accrue at the Bank's regular savings rate from time to time prescribed by the Bank.

5. **Early Termination and Withdrawal**

- (a) Subject to Clause 5(b) of Part C of this Schedule 2 below, if a fixed rate target savings Account is closed within three (3) months from its opening (or such other period as the Bank may from time to time specify), no interest will be paid on the fixed rate target savings deposit and a fee or such other charge as the Bank may determine will be charged. For a fixed rate target savings Account closed beyond the initial 3-month period (or such other period as the Bank may from time to time specify) but before the maturity, the lower of the Bank's regular savings rate on (i) the account opening day and (ii) the Account closing day will apply to the whole balance of the fixed rate target savings Account.
- (b) The Customer may not withdraw a fixed rate target savings deposit prior to maturity. Any withdrawal prior to maturity shall only be permitted at the discretion of and on such terms as agreed by the Bank in which case the Bank may:
 - (i) levy a charge;
 - (ii) recover additional cost (if any) of obtaining funds in the market for the remaining period of deposit, and to recover the loss of the Bank if there is a lack of funds in the market; and/or
 - (iii) forfeit the interest accrued on the deposit in whole or in part

SPECIFIC TERMS AND CONDITIONS FOR PRIVATE WEALTH / PREMIER BANKING / WISE BANKING SERVICE

Please visit www.asia.ccb.com or refer to PRIVATE WEALTH / PREMIER BANKING / WISE BANKING Customer Guide for the terms and conditions for China Construction Bank (Asia) PRIVATE WEALTH, PREMIER BANKING and WISE BANKING service.

The General Terms and Conditions from time to time issued and amended by the Bank shall apply to China Construction Bank (Asia) PRIVATE WEALTH, PREMIER BANKING and WISE BANKING service as if those General Terms and Conditions are set out in this Schedule in full.

SPECIFIC TERMS AND CONDITIONS FOR ELECTRONIC BANKING SERVICES

The following terms and conditions apply to the Electronic Banking Services provided by the Bank to its Customer who wishes to use the Electronic Banking Services of the Bank and has filled out and signed an Account Application Form. The General Terms and Conditions from time to time issued and amended by the Bank shall apply to the following as if those General Terms and Conditions are set out in this Schedule in full.

A. GENERAL PROVISIONS RELATING TO ELECTRONIC BANKING SERVICES**1. Definitions**

“**Account Application Form**” means the form in which the Customer provides the Bank with its Customer information, and nominates more specifically, that he/she wants to access the Electronic Banking Services and agrees to be bound by the specific terms and conditions for Electronic Banking Services.

“**ATM**” means an automatic teller machine.

“**ATM Card**” means the UnionPay Dual Currency Debit Card or Cross Border Long Card issued by the Bank.

“**ATM Card Transaction**” means any withdrawal, fund transfer, bill payment, Account balance inquiry or other permitted transaction effected by use of the ATM Card.

“**ATM Remittance Card**” means the ATM remittance card and UnionPay ATM Remittance Card issued in the name of the Beneficiary.

“**ATM Remittance Card Transaction**” means any withdrawal, account balance inquiry or other permitted transaction effected by use of the ATM Remittance Card.

“**ATM Remittance Service**” means any facility or service provided by the Bank in connection with any proposed or actual ATM Remittance Card Transaction.

“**ATM Service**” means any facility or service provided by the Bank in connection with any proposed or actual ATM Card Transaction.

“**Beneficiary**” means the person designated as the “Beneficiary” by the Customer for the purposes of the ATM Remittance Card Transactions.

“**Beneficiary Account**” means the Customer’s Account at the Bank designated by the Customer as the “Beneficiary Account” for the purposes of the ATM Remittance Card Transactions.

“**Card**” means the ATM Card or the ATM Remittance Card, collectively known as the “Cards”.

“**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 Electronic Banking Service.

“**Customer ID**” means the login ID number for the purpose of any Electronic Banking Transaction.

“**Designated Currency**” means the currency of the Card for the purposes of determining the account balance.

“**Electronic Banking Instruction**” means an instruction given by the Customer to the Bank through any Electronic Banking Service.

“**Electronic Banking Services**” means any banking services

provided by the Bank which enables its Customer to obtain information from the Bank, give instructions to the Bank and effect transactions by ATM, Computer System, telephone or any other device linked to the Bank's system by any means as the Bank may from time to time prescribe, including in particular and not limited to the ATM Service and the Online Banking Services.

“**Electronic Banking Transaction**” means a transaction effected by the Bank on an Electronic Banking Instruction.

“**Main Account**” means the Customer's Account at the Bank designated by the Customer as the “Main Account” for the purposes of the ATM Remittance Card Transactions.

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

“**Online Banking Services**” means the services rendered by the Bank via the Bank's website and/or Mobile App which enable the Customer to obtain information or data from the Bank and/or give instructions to the Bank including but not limited to effecting transactions through the Bank by the use of Computer System.

“**Password**” means a personal identification code issued by the Bank to the Customer or self-selected by the Customer for the purpose of utilizing any Electronic Banking Service.

“**Security Code**” means a one-time password that is automatically generated and displayed on the Security Token or sent to the designated mobile number at the relevant time to be used for the purpose of utilizing certain Electronic Banking Services specified by the Bank from time to time.

“**Security Token**” means the digital device provided by the Bank to the Customer at the Customer's request for the purpose of generating and displaying a Security Code.

2. Scope of Service, Limits on Amounts and Cut-off Time

- (a) The Electronic Banking Services are offered by the Bank to the Customer only if the Customer maintains at least one Account with the Bank in Hong Kong.
- (b) The scope and types of service made available by the Bank, the applicable transaction limits, the cut-off time and date applicable to a particular type of service and the applicable service fees in respect of the Electronic Banking Services will be determined by the Bank from time to time at its absolute discretion to the Customer.
- (c) Unless otherwise specified by the Bank, any transaction effected after the daily cut-off time as stipulated by the Bank from time to time or on a non-Business Day shall be processed on the next Business Day.
- (d) The Bank may at its discretion add to, vary all or any of the Electronic Banking Services at any time without notice to the Customer. In particular, the Bank may at any time, and without notice, require the Customer to maintain a valid Security Token in order to use any Electronic Banking Services.
- (e) The Electronic Banking Services provide an additional means for the Customer to operate his Account and conduct transactions in accordance with the terms and conditions of this Schedule 4. All other terms and conditions governing the Customer's Accounts shall continue to apply but, where there is any discrepancy, the terms and conditions of this Schedule 4 shall prevail insofar as the Electronic Banking Services are concerned.

- (f) Without prejudice to the application of other provisions of the terms and conditions of this Schedule 4, different types of Electronic Banking Services are further subject to their respective terms and conditions (if any) as the Bank may from time to time prescribe. For instance, Online Banking Services are further subject to the “Terms and Conditions for Online Banking Services” posted by the Bank in its website or Mobile App.

Where there is any discrepancy between these terms and conditions and the respective terms and conditions of a particular type of Electronic Banking Services, the latter shall prevail insofar as that particular type of Electronic Banking Services is concerned.

3. Customer ID, Password, Security Code and Other Authentication Factors

- (a) The Customer shall take reasonable steps to keep the Customer ID, the Password the Security Code and other authentication factors confidential. The Customer is advised:
 - (i) to change the Password provided by the Bank (if any) to a self-selected Password in accordance with the Bank's instruction immediately upon receipt of the initial Password advice from the Bank (if any);
 - (ii) to set a Password that is difficult to guess (e.g. by avoid using date of birth, telephone number or recognizable part of the Customer's name) and different from the Customer's passwords for other services;
 - (iii) to memorize the Customer ID and the Password and destroy any correspondence from the Bank to the Customer concerning the Customer ID and the Password;
 - (iv) not to disclose to, share with, allow access to or use by any third party the Card, Customer ID, the Password the Security Code or other authentication factors;
 - (v) not to write down or record the Customer ID, the Password, the Security Code or other authentication factors without disguising it or store the Password on any devices, and not to keep the Password and the Card together;
 - (vi) to change the Password on a regular basis;
 - (vii) to stay vigilant while logging into the Electronic Banking Services and take all reasonable steps to avoid shoulder surfing over the Customer ID, Password, Security Code or other authentication factors;
 - (viii) not to use public or shared personal computers or mobile devices or public Wi-Fi to access the Electronic Banking Services;
 - (ix) if the Bank sends a Security Code to the Customer's mobile device, refrain from sending such Security Code to another mobile device;
 - (x) to install appropriate anti-virus, personal firewall software and other security software to protect the devices the Customer uses to access the Electronic Banking Services;
 - (xi) to adopt proper dual controls and authorization before conducting high-risk transactions via the Electronic Banking Services;
 - (xii) to safeguard against social engineering techniques for

obtaining the Customer's information such as the Customer ID, the Password the Security Code or other authentication factors through fake or suspicious emails, websites or internet banking mobile applications or impersonating the Bank's staff or the police;

- (xiii) to only connect to the Bank's website by typing the authentic website address into the browser or by book marking the genuine website for subsequent access and not to access the Bank's website through hyperlinks embedded in emails, internet search engines or suspicious pop-up windows;
 - (xiv) to only connect to the Mobile App downloaded from the Bank's website or app stores designated or approved by the Bank; and
 - (xv) to promptly check the relevant notification and account statements or advice sent by the Bank to the Customer and information about the date and time of the last login to Electronic Banking Service, and to notify the Bank as soon as practicable by calling the Bank's customer hotline posted by the Bank in its website or Mobile App whenever unusual or suspicious transactions or observations are detected; and
 - (xvi) to ensure the Customer's contact details registered with the Bank for the purpose of receiving important notifications from the Bank are up-to-date to allow relevant notifications to be delivered to the Customer on a timely basis;
The Customer may be held liable for the losses if he has failed to comply with any of the above safeguards. The Customer further agrees to keep the Bank indemnified against all actions, proceedings, costs, loss and damages of any kind which the Bank, its affiliates and/or its licensees (as applicable) may suffer as a result of the Customer's failure to complete with the above safeguards.
- (b) The Customer understands and acknowledges that there are risks of the Card, Customer ID, the Password, the Security Code and/or other authentication factors (such as biometric, soft token and device binding) of the Customer being abused by unauthorized persons or used for unauthorized purposes. The Customer shall stay vigilant of such risks and shall notify the Bank as soon as reasonably practicable upon notice or suspicion of the Card, the Customer ID, the Password and/ or the Security Code or other authentication factors being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with the Card, Customer ID, the Password and/or the Security Code or other authentication factors. If the Customer fails to report such incidents to the Bank as soon as reasonably practicable, or has otherwise acted fraudulently or with gross negligence, the Customer may be held responsible for all such transactions involving the use of the Card, Customer ID, the Password and/or the Security Code or other authentication factors and all direct losses as a result.
- (c) All Instructions given to the Bank by anyone using the Card, Customer ID, the Password and/or the Security Code or

other authentication factors of the Customer prior to the Bank receiving notice as mentioned in paragraph (b) above and the Bank having a reasonable opportunity to take action in respect of such notice will be relied on or acted upon by the Bank and shall be irrevocable. The Bank shall have no obligation or duty to enquire or verify the authenticity of any Instruction or the identity or authority of any person giving any Instruction if the correct Card, Customer ID, Password and/or the Security Code or other authentication factors of the Customer were provided and the Bank shall not be liable to any party in any manner whatsoever.

- (d) A Card, Customer ID, Password or Security Token shall remain effective until changed or cancelled by the Customer, the Bank or any other issuing authority (as the case may be). The Customer agrees that any notice of change or cancellation originated from the Customer will only become effective when the Bank confirms such change or cancellation and has a reasonable opportunity to act upon the notice.
- (e) To help reduce Internet related risks relating to the use of the Electronic Banking Services, the Bank may from time to time impose, remove and/or amend limitations on the size of transactions, approved fund transfer destinations and other features of the Electronic Banking Service and/or set user requirements generally or upon any specific Customer.
- (f) In addition and without prejudice to Clause 3(a) of Part A of this Schedule 4 above, the Customer undertakes to act in good faith and prudently and exercise reasonable care in:
 - (i) safeguarding the security of the Customer ID, Security Token, Security Code or other authentication factors, Password and the Electronic Banking Service;
 - (ii) ensuring that the Customer only accesses the Electronic Banking Service by means and procedures approved by the Bank;
 - (iii) ensuring that no other person has unauthorized access to the Electronic Banking Service (whether by use of the Computer System or otherwise), including but not limited to the Security Token, Security Code or other authentication factors required to obtain such access;
 - (iv) the use of any Security Token, software, Computer System, user guide or any other facilities provided by the Bank to the Customer to facilitate him in effecting any transaction(s) and in returning the same to the Bank immediately upon its request;
 - (v) ensuring that the browser, cache memory and/or app cache memory (as the case may be) will be cleared as soon as the Customer signs off from or exits the Bank's website and/or Mobile App;
 - (vi) ensuring that the Customer signs off from the Bank's website and exits the browser and/or Mobile App (as the case may be) immediately after each time he uses the Bank's website and/or Mobile App; and
 - (vii) complying with and carrying out such security measures that the Bank may from time to time impose.

4. Suspension or Termination of Services

- (a) The Bank may at its discretion restrict, suspend or terminate all or any part of the Electronic Banking Services by

providing a written notice to the Customer prior to or as soon as practicable after the Electronic Banking Services are restricted, suspended or terminated, unless exceptional circumstances apply (for example, the Account or the Electronic Banking Services is being used or is suspected of being used by the Customer for illegal activities).

- (b) The Customer may request for suspension or termination of any Electronic Banking Service and these terms and conditions by giving prior notice to the Bank in the form and by means specified by the Bank from time to time. The Customer agrees that any notice of suspension or termination originated from the Customer will only become effective when the Bank confirms such suspension or termination and has a reasonable opportunity to act upon the notice. Any suspension or termination of the Electronic Banking Services will not affect any of the rights or obligations which may have accrued on or before the date of suspension or termination, and the provisions of these terms and conditions will continue to bind the Customer after the termination of these terms and conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged. The Bank shall not be liable for any loss or damage suffered by the Customer as a result of or arising out of any voluntary or involuntary suspension or termination of any Electronic Banking Services for any reason whatsoever, except for any direct loss suffered by the Customer attributable to the gross negligence, fraud or wilful misconduct of the Bank, or as a result of faults occurring at terminals or other systems used in relation to ATM Service and ATM Remittance Service where such faults are not obvious and where notice of such faults has not been given to the Customer pursuant to normal practices of the Bank or the relevant parties operating such terminals or other systems.

5. Joint Accounts

- (a) For joint accounts that may be operated on the signature of only one of the Account holders, if required by any one or more of the joint Account holders, each such applicant will be issued with:
- (i) a separate ATM Card or ATM Remittance Card and related Password; and
 - (ii) a separate Customer ID, Password and Security Token (when applicable) for Electronic Banking Services.
- (b) The Electronic Banking Services will not be available in the case where a joint Account can only be operated with the signatures of two or more Account holders.

6. Rate Information Inquiry

- (a) Any exchange rate, loan rate or interest rate and other prices and information quoted by the Bank in the course of providing any Electronic Banking Services is for reference only and is not binding on the Bank unless otherwise confirmed by the Bank. Any exchange rate, loan rate or interest rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon his/her acceptance irrespective of any different exchange rate, loan rate or interest rate, price and

information price or information quoted by the Bank at the relevant time through other means of communication.

- (b) Information relating to any Account or any Electronic Banking Transaction made available through the Electronic Banking Services is for the Customer's reference only. The Bank's records of use of the Electronic Banking Services by the Customer and all dealings and transactions relating to the Customer's Accounts shall be conclusive and binding on the Customer unless and until the contrary is established.

7. Recordings, Records and Reference Numbers

To the fullest extent permitted by the Applicable Law, the Bank is authorized to record by any means of all Electronic Banking Instructions between the Bank and the Customer or any person acting on the Customer's behalf, and to keep those recordings for as long as the Bank considers necessary; any reference numbers, if any, provided by the Bank thereto shall be an acknowledgement and for Customer's reference only.

8. Electronic Banking Instruction

- (a) Any Electronic Banking Instruction must be given by the Customer to the Bank by quoting the Customer ID, Password, Security Code or other authentication factors (if requested by the Bank) and other information required by the Bank to effect Electronic Banking Transactions. Electronic Banking Instructions shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe and has been actually received by the Bank.
- (b) A record of each Electronic Banking Transaction will be shown in the regular account statements provided by the Bank to the Customer.
- (c) Any Electronic Banking Instruction once given by the Customer by using the Electronic Banking Services may not be amended, revoked or withdrawn without the consent of the Bank. Any such Electronic Banking Instruction acted on by the Bank in good faith shall be irrevocable and binding on the Customer, whether given by the Customer or any person purporting to be the Customer. If a dispute arises at any time in relation to the contents of any Electronic Banking Instruction, the Bank's relevant recordings shall be conclusive evidence of such contents.
- (d) The Bank will only act upon or carry out an Electronic Banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Unless otherwise specified by the Bank, any Electronic Banking Instruction received by the Bank after the cut-off time and/or date applicable to particular type of services of the Bank or outside the normal business hours of the Bank or on a non-Business Day will be considered to have been received by the Bank on the next Business Day.
- (e) The Customer is responsible for all his acts and omissions and shall comply with the provisions of the Account Application Form and these terms and conditions.
- (f) Although the Bank will use reasonable endeavors to ensure that the Electronic Banking Instruction is executed in a timely fashion, there may be a time lag in transmission of

data online. The Electronic Banking Service is also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Accordingly, the Electronic Banking Instruction may not be executed at the time when the Electronic Banking Instruction is placed or at all and the Bank shall not be responsible for such delay or any interest thereon (if any). The Customer accepts all risks arising from its acceptance of any of the Electronic Banking Services made available by the Bank, including but not limited to, any loss suffered as a result of any delay, error or omission of transmission and communication of instructions or any information through the Electronic Banking Services between the Customer and the Bank.

- (g) Although the Bank has endeavored to avoid interruptions to the Electronic Banking Services, the Electronic Banking Services may suffer failure or delays and periods of malfunction or outage. During such periods, the Customer shall place its instruction or may make enquiries by alternative methods such as by contacting the Bank's branches and hotlines. In the event of system failure of the Electronic Banking Services, the Bank may cancel any Electronic Banking Instruction placed by the Customer. The Bank may (but is not obliged to) notify the Customer of the cancellation of such Electronic Banking Instruction by any means that the Bank may consider appropriate (including but not limited to written notice, statement insert, message in an Account statement, push notification, email message or short message via SMS) and in all the circumstances, the Bank will not assume any liability or responsibility for such cancellation of Electronic Banking Instruction or the non-notification of the cancellation of such Electronic Banking Instruction, or inability on the part of the Customer to receive notification of such cancellation of Electronic Banking Instruction (whether or not due to the failure of the Customer to provide valid email address and/or mobile phone number capable of receiving short messages via SMS whatsoever). The Customer shall conduct his/her own checks for the status of the Account(s) and whether the Electronic Banking Instruction has been implemented.

9. Customer's Undertakings, Representations and Warranties

- (a) The Customer undertakes to use the Electronic Banking Services in accordance with these terms and conditions and the operation policy and procedure relating to Electronic Banking Services provided by the Bank from time to time.
- (b) The Customer undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Electronic Banking Services or the Bank's website, the Mobile App or any of the software comprised in them. The Bank is entitled to terminate the use of the Electronic Banking Services by the Customer without notice and to take legal action against the Customer for breach of this undertaking.

- (c) The Customer shall notify the Bank as soon as the Customer encounters any irregularity or difficulty in using any Electronic Banking Service.
- (d) The Customer represents and warrants to the Bank that his use of the Electronic Banking Service will comply with all Applicable Laws, rules and regulations and the user guides, policies and procedures applicable to the Electronic Banking Service and these terms and conditions and any other agreement between the Customer and the Bank, as may be amended from time to time.

10. Liabilities of the Customer

- (a) The Bank will take reasonably practicable steps to ensure that its systems in connection with the Electronic Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.
- (b) Subject to Clause 12.2 of the General Terms and Conditions and without prejudice to Clause 3 of Part A of this Schedule above, in the absence of gross negligence, fraud or fault on the part of the Customer, such as failing to properly safeguard his device(s) for using the Electronic Banking Services, the Customer will not be liable for any direct loss suffered by the Customer as a result of any unauthorized Electronic Banking Transaction.
- (c) The Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by it (including legal fees) in connection with the Bank's provision of the Electronic Banking Services and/ or the exercise of the powers and rights of the Bank under these terms and conditions, unless such liabilities, claims, costs, damages, expenses, actions or proceedings are caused directly by the gross negligence, fraud or wilful misconduct of any officer, employee or agent of the Bank and without gross negligence, fraud or fault on the part of the Customer.

11. Ownership of the Security Token

The Security Token is and shall at all times remain the property of the Bank and issued at the Bank's discretion and the Customer shall return it to the Bank immediately upon the Bank's request. The Customer will ensure that the Security Token is kept secure and under the personal control of the Customer and will not permit any person other than the Customer to use the Security Token.

12. Loss or Theft of the Security Token

In the event of loss or theft of the Security Token, the Customer shall as soon as reasonably practicable notify such loss or theft to the Bank by telephone at such telephone number as the Bank may from time to time prescribe and confirm the same in writing if requested by the Bank. If the Customer fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with gross negligence, the

Customer may be responsible for all direct losses as a result of all unauthorized transactions involving the use of, as the case may be, the lost Security Token by any person. The Bank may charge a fee for issuing a replacement Security Token.

13. Disclosure of Information

The Bank shall have the right to disclose, in strict confidence, to the other banks and/or entities such information concerning the Electronic Banking Services, as may be necessary or required for the processing of any withdrawal, transfer and/or other Electronic Banking Transactions.

B. ATM SERVICES AND ATM REMITTANCE SERVICES

1. Use of ATM or ATM Remittance Card

(a) The ATM Card or the ATM Remittance Card can be used at:

- (i) any ATM installed by or belonging to the Bank or any member bank of the UnionPay in the PRC or JETCO ATM networks;
- (ii) EPS Company (Hong Kong) Limited (“EPSCO”) or UnionPay’s point of sale terminals or such other point of sale terminals as the Bank may announce from time to time; or
- (iii) any other devices or terminals for effecting payment or transfer of funds by electronic means notified by the Bank to the Customer.

The Bank reserves the right at any time hereafter to add or withdraw in its sole and absolute discretion any of the facilities available for the use of the ATM Card or the ATM Remittance Card without giving any prior notice and reasons.

(b) Under all the circumstances, the ATM Card and the ATM Remittance Card are not transferable and shall only be used exclusively by the Customer.

2. Electronic Payment System

(a) The Bank has the right to determine the transaction limits and shall have discretion to add to or amend such limits applicable to each ATM Card or the ATM Remittance Card. The Bank shall not be liable for the refusal of any merchant establishment to accept or honor the ATM Card or the ATM Remittance Card, any breakdown or malfunction of an ATM, a point of sale terminal or any other devices or terminals or related equipment, or for the title to, merchantability, quality or fitness for purpose of any goods, or the adequacy or quality of any services, supplied or purchased through the use of the ATM Card or the ATM Remittance Card.

(b) Any complaints by the Customer to a merchant establishment relating to the purchase of goods or services through a point of sale terminal must be resolved by the Customer directly with the relevant merchant establishment and no claim by the Customer against any merchant establishment may be the subject of any set-off, claim or counterclaim against the Bank.

3. Ownership of Cards

The Cards are and shall at all times remain the property of the

Bank and issued at the Bank’s discretion and the Customer shall return them to the Bank immediately upon the Bank’s request. The Customer will act in good faith, exercise reasonable care and diligence to ensure that the Cards and the corresponding Passwords are kept secure and under the personal control of the Customer (or the Beneficiary in the case of the ATM Remittance Card) and will not permit any person other than the Customer (or the Beneficiary in the case of the ATM Remittance Card) to use the Cards or have access to the corresponding Passwords.

4. Loss or Theft of Card

In the event of loss or theft, disclosure or unauthorized use of any Card, the Customer shall as soon as reasonably practicable notify such loss or theft to the Bank as soon as reasonably practicable at the registered office or any branch of the Bank as the Bank may from time to time notify or by telephone at such telephone numbers as the Bank may from time to time prescribe (which the Bank may ask the Customer to confirm in writing any details given). If the Customer fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with negligence, the Customer may be responsible for all direct losses as a result of all unauthorized transactions involving the use of the lost Card by any person. The Bank may charge a fee for issuing a replacement Card.

5. Retention or Damage of Card

A Card may be retained by an ATM and a proposed transaction through an ATM may be declined in certain circumstances, including where the Card has been damaged or has expired, an incorrect Password has been entered consecutively or an alert exists on the Customer’s Account as a result of the Card having been reported lost or stolen. If this occurs, the Customer should notify the Bank as soon as reasonably practicable at the registered office or any branch of the Bank as the Bank may from time to time notify or by telephone at such telephone numbers as the Bank may from time to time prescribe (which the Bank may ask the Customer to confirm in writing any details given).

6. Transactions in Foreign Currency

ATM Card Transactions or ATM Remittance Card Transactions that are effected in a currency other than the Designated Currency will be debited from the designated Account of the Customer after conversion into the Designated Currency at:

- (a) the prevailing rates determined by the Bank and/or the network provider on the day of conversion; or
- (b) in the case of any cash withdrawal or Point of Sales from overseas ATMs or point of sales terminals, at a rate of exchange determined by reference to the exchange rate adopted respectively by Visa or Jetco or UnionPay and/or other intermediaries or service provider to the Bank on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged respectively by Visa or Jetco or UnionPay and/or other intermediaries or service provider to the Bank.

7. Disclosure of Information

The Bank shall have the right to disclose, in strict confidence, to the other banks and/or entities such information concerning the Customer’s Account, as may be necessary or required for the

processing of any withdrawal, transfer and/or ATM Card Transactions or ATM Remittance Card Transactions by the use of the Card.

8. Conclusive Evidence

The Bank's records in relation to any withdrawal, transfer and/or ATM Card Transactions or ATM Remittance Card Transactions involving the use of the Card and/or the Password shall in all respects be conclusive against and binding on the Customer unless and until the contrary is established.

9. Variation of Terms and Conditions Applicable to Card

The Bank may at its discretion alter, amend, delete or substitute any of these terms and conditions applicable to Card, and will give the Customer sixty (60) days' notice before any significant variation of such terms and conditions takes effect. The notice will be given in writing, by statement insert, message in an Account statement, email, push notification, posting on the Bank's website, display, advertisement or by such other means as the Bank considers an appropriate and effective means of notification.

FOR ATM CARD ONLY

1. Debiting of Accounts for ATM Card Transactions

The Customer authorizes the Bank to debit directly from the designated Account of the Customer the amount of any withdrawal, transfer or transaction involving the use of the ATM Card, including any transaction at an ATM or any purchase of goods or services at a point of sale terminal. All fees and charges relating to any ATM Service or any ATM Card Transaction will also be debited from such designated Account or any other Accounts of the Customer with the Bank when due and are not refundable.

FOR ATM REMITTANCE CARD ONLY

1. Debiting of Accounts for ATM Card Transactions

The amount of any ATM Remittance Card Transaction will be debited from the Beneficiary Account. All fees and charges relating to any ATM Remittance Service or any ATM Remittance Card Transaction will be debited from the Main Account, the Beneficiary Account or any other Accounts of the Customer with the Bank when due and are not refundable in any circumstances.

2. Responsibility for Facilities and Services

The ATM Remittance Card and Password issued in the name of the Beneficiary will be deemed to have been issued to the Customer. The Customer shall ensure that the Beneficiary keeps the relevant Password secure and secret and safeguards the use of the ATM Remittance Card as if the Beneficiary were the Customer. The Customer will be responsible for all facilities granted with respect to the ATM Remittance Services and the relevant Accounts, and all ATM Remittance Cards and Passwords issued by the Bank at the Customer's request. All ATM Remittance Card Transactions effected with the ATM Remittance Card will be binding on the Customer and if the Beneficiary fails to observe the safeguards regarding the ATM Remittance Card and Password mentioned above, the Customer will be held responsible for all losses as a result of all unauthorized ATM Remittance Card Transactions.

3. Beneficiary's Rights

The Beneficiary shall have no rights with respect to the Main Account or the Beneficiary Account other than the ability to withdraw funds from, and make account balance inquiries with respect to, the Beneficiary Account.

C. ATM WHICH SUPPORTS CASH DEPOSIT AND/OR CHECK DEPOSIT FUNCTIONS

1. Cash/Check Deposit

(a) Cash and/or checks may be deposited with the Bank by the use of the Card at the ATM subject to the following:

(i) Cash deposit will only be credited to the Customer's Account after verification by the Bank (and such verification may not take place on the same day), and the Customer cannot withdraw or utilize the deposit unless it is so credited, and the Bank reserves the right to verify and/or reverse such transaction.

(ii) Check deposits via ATM are accepted for collection only. The proceeds will not be available for withdrawal or transfer until the check(s) are cleared and credited to the Customer's Account. Clearance of checks may not take place on the same day as the deposit of checks. Customer advice issued by the ATM for acceptance of the relevant cash deposit or check deposit transaction only represents input purportedly made by the Customer or any third party in relation to the transaction and shall in no way bind the Bank as to its correctness. In the event of discrepancy between such customer advice and the Bank's records in relation to any accepted cash or check deposit transaction, the Bank's records shall in all respects be conclusive against and binding on the Customer unless and until the contrary is established.

(b) The cash deposit(s) or check deposit(s) accepted by the ATM shall only be treated as having been received by the Bank upon:

(i) in the case of cash deposit(s), the Bank's duly crediting the same into the Customer's designated Account; and

(ii) in the case of check deposit(s), the Bank's duly crediting the same into the the Customer's designated Account subject to the said check(s) being duly honored and paid.

(c) The Bank shall at its discretion determine the transaction date in respect of every cash deposit or check deposit transaction and may reject any such transaction and/or any cash and/or check presented via the ATM without providing reasons to the Customer.

(d) The Customer agrees to be wholly responsible for and to fully indemnify the Bank against all suits, actions, expenses, costs, losses, claims, damages and demands which may be suffered or incurred by the Bank arising from or relating to the cash deposit or check deposit transaction originated by the Customer using the ATM Card at the ATM except where such suit, action, expense, cost, loss, claim, damages or demand is direct and reasonably foreseeable arising directly

and solely from the gross negligence, fraud or wilful default of the Bank.

SCHEDULE 5

SPECIFIC TERMS AND CONDITIONS FOR FOREIGN CURRENCY ACCOUNTS AND RENMINBI BANKING SERVICES

2. Deposit of Foreign Currency Note(s)

Deposit of foreign currency note(s) other than currency announced as acceptable by the Bank or coin(s) by use of ATM is not permitted and the Bank will not be responsible for the consequences of deposit and/or attempted deposit of such items.

The following terms and conditions apply to foreign currency Accounts and Renminbi Banking Services provided by the Bank to its Customer. The General Terms and Conditions from time to time issued and amended by Bank shall apply to the following as if those General Terms and Conditions are set out in this schedule in full.

A. FOREIGN CURRENCY ACCOUNTS

1. Foreign Currency Deposits and Withdrawals

The Bank shall not be obliged to:

- (a) accept foreign currency notes or coins for deposit; or
- (b) pay out any foreign currency notes or coins.

2. Payments in Hong Kong Dollars or Alternative Currency

The Bank may, in its discretion, effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in the Hong Kong Dollar equivalent of the relevant foreign currency amount, calculated at the spot rate of exchange prevailing in the relevant foreign exchange market at the relevant time (as conclusively determined by the Bank). To the extent that circumstances in currency markets render certain particular currencies unobtainable from time to time, the Bank also reserves the right to effect payments from a foreign currency Account, or redeem time deposits which are denominated in foreign currencies, in full or in part in an alternative currency as agreed between the Customer and the Bank at the prevailing exchange rate determined by the Bank.

3. Conversion of Account Currency

Without limiting Clause 2 of Part A of this Schedule 5, if an event occurs which the Bank determines in its discretion as being beyond the Bank's reasonable control and where such event affects or may affect the currency of a Customer Account, the Bank may, at its discretion, convert the currency of that Account at the prevailing exchange rate determined by the Bank to another currency which is a freely transferable currency at the time, as selected by the Bank in its discretion and every payment for the Account will be in the new currency.

4. Foreign Currency Funds

Funds in an Account in any foreign currency will be payable when due by the Bank's draft to the order of the Customer, or to the order of the Customer's nominee, drawn on the Bank's banking correspondents in the relevant country or, at the Customer's expense, by cable, mail, TT or electronic transfer made by the Bank through such correspondents. All such funds may be held in the Bank's name as part of its general Account with such correspondents at the Customer's sole risk, and will be subject to all present and future laws, regulations and other usages (whether in or outside Hong Kong) which may be applicable to balances in such currency and to any charges or taxes which may be payable thereon.

5. **Tax and Currency Risk**

The Customer understands and accepts that foreign currency deposits and Accounts and foreign currency transactions involve currency exchange rate risk. In particular, the Customers understands and accepts the following:

- (a) any earnings on foreign currency deposits are dependent on the exchange rates prevalent at the time of maturity or withdrawal, as the case may be; and
- (b) adverse exchange rate movements may erase interest earnings completely and reduce the principal amount.

The Bank is not responsible or liable for any reduction in value of funds in a foreign currency Account due to any taxes or currency depreciation, or for the unavailability of such funds for withdrawal at any time or on maturity, as the case may be, due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes, or other causes beyond the Bank's reasonable control. In addition:

- (c) if the currency's country or territory of origin restricts availability, credits or transfers of such funds, the Bank shall have no obligation to pay to the Customer the funds in the relevant foreign currency Account, whether by way of draft or cash in the relevant currency or any other currency;
- (d) if, for any reason, the Bank is unable to effectively deploy the funds, the Bank reserves the right without notice to the Customer, to:
 - (i) suspend the payment of interest on the funds for such period;
 - (ii) impose zero or negative interest rates; and/or
 - (iii) revise the placement period; and/or
 - (iv) take any other action,as the Bank may, in its discretion, deem fit; and
- (e) in the event of any matter arising in relation to, or in connection with, the EMU (including the disbanding of the EMU, the withdrawal of one or more Participating Member States from the EMU or any change in the composition of the Participating Member States of the EMU) which, in the opinion of the Bank:
 - (i) restricts availability, credit or transfers of the Euro; or
 - (ii) renders it impossible or impracticable for the Bank to perform its obligations in respect of Euro deposits and balances,the Bank shall have no obligation to pay the Customer the funds in the relevant Account, whether in Euro or any other currency.

6. **Foreign Currency Checks**

The Bank may (but shall not be obliged to) accept deposits of foreign currency checks. Any acceptance of foreign currency checks by the Bank is subject to the following conditions:

- (a) In accepting checks drawn on banks abroad, the Bank reserves the right to elect which checks to purchase and which checks to send for collection. Where the Bank decides to purchase a check, the Bank will credit the relevant deposit Account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the Customer, subject to (i) the required time for clearing the check in question before the funds credited to the Customer's

Account can be withdrawn and (ii) the Bank's right of recourse to the Customer in the event of dishonor.

- (b) Where the Bank decides to send a foreign currency check for collection, the Uniform Rules for Collection of the International Chamber of Commerce (as revised or amended from time to time) will apply and the proceeds of the check will only be credited to the Customer's Account after the Bank has received payment from the bank abroad.
- (c) If checks purchased are dishonored or checks collected are subsequently, pursuant to any Applicable Laws, required to be repaid or refunded, the Bank may debit the Customer's Account with the value of the check as calculated by the Bank using the higher of (i) the Bank's prevailing selling rate or (ii) the original buying rate, plus any charges as determined by the Bank.
- (d) The Bank will debit overseas charges (if any) to the Customer's Account under advice to the Customer.
- (e) Checks received after the relevant cut-off times specified by the Bank from time to time will be processed on the next following Business Day.

The Customer acknowledges the risks involved in accepting foreign currency checks as payment or settlement of transactions, including the risk arising from refund periods imposed by the laws or regulations of some foreign jurisdictions which may require the Bank to refund a check, in certain cases even after clearing and payment of the proceeds to the payee. The Bank may seek repayment from the Customer in respect of any check required to be refunded or repaid. The Customer shall indemnify the Bank, and hold the Bank harmless, in full for any consequences arising from, and any claims made against the Bank by any third party as a result of the payment and settlement of foreign currency checks by the Bank for the Customer.

7. **US Dollar and Euro Clearing**

In connection with any banking transactions denominated in US Dollars and Euro (as the case may be) which are cleared or settled (as applicable) through the US Dollar or Euro clearing system established in Hong Kong respectively (each a "**Relevant Foreign Currency Clearing System**"), the Customer agrees as follows:

- (a) The operation of the Relevant Foreign Currency Clearing System is subject to (in the case of US Dollar transactions) the US Dollar Clearing House Rules and the US Dollar Operating Procedures referred to therein and (in the case of Euro transactions) the Euro Clearing House Rules and the Euro Operating Procedures referred to therein (each as amended, supplemented, replaced or otherwise modified from time to time) (collectively, the "**Relevant Clearing System Rules and Operating Procedures**").
- (b) The HKMA shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - (i) anything done or omitted to be done in good faith by

- the HKMA or by the settlement institution, HKICL or any member of (as the case may be) the US Dollar or Euro Clearing House in the management, operation or use (including the termination and/or suspension of the settlement institution, the US Dollar or Euro clearing facilities or any such member) of the US Dollar Clearing House, Euro Clearing House or the US Dollar or Euro clearing facilities or any part of any of them; or
- (ii) without prejudice to paragraph (i) above, the giving of any notice, advice or approval in relation or pursuant to the Relevant Foreign Currency Clearing System Rules and Operating Procedures.

B. RENMINBI BANKING SERVICES

1. Scope of Service and Limits on Amounts

- (a) The scope and types of service made available by the Bank, the applicable transaction limits and the applicable interest rate and service fees in respect of the Renminbi Banking Services will be determined by the Bank from time to time at its absolute discretion.
- (b) The Bank may at its discretion add or vary all or any of the Renminbi Banking Services at any time without notice.
- (ba) The Bank may at its discretion restrict, suspend or terminate all or any of the Renminbi Banking Services at any time by providing a written notice to the Customer prior to or as soon as practicable after the Renminbi Banking Services are restricted, suspended or terminated, unless exceptional circumstances apply (for example, the Account or the Renminbi Banking Services is being used or is suspected of being used by the Customer for illegal activities).
- (c) The Bank reserves the right at its sole discretion to suspend the operation or change the status of the Renminbi Account(s) if the Customer becomes a holder of Hong Kong Identity Card. The Bank will notify the Customer as soon as practicable after the Renminbi Account(s) is suspended or its status is changed.

2. Account Opening

- (a) The Bank may at the request of the Customer open no more than one Renminbi checking Account with the Bank. The Bank may also open Renminbi savings Account and take deposits denominated in Renminbi in the form of time deposits with the Customer subject to the daily payment and daily transaction limits imposed by the Bank from time to time.
- (b) Any Renminbi savings and checking Account opened by the Customer with the Bank and other matters relating thereto shall be governed by the relevant Account opening form or mandate signed by the Customer, the General Terms and Conditions and these Specific Terms and Conditions (as amended and supplemented from time to time in accordance with Clause 14 of the General Terms and Conditions) and the applicable laws of Hong Kong.

3. Initial and Further Deposits

- (a) The Customer shall place an initial deposit with the Bank in an amount as from time to time specified by the Bank in Renminbi banknotes or checks or from Account transfer or

Renminbi funds exchanged from Hong Kong Dollars at the prevailing rate of exchange quoted by the Bank at the time of placing the deposit.

- (b) Any deposit of Renminbi banknotes must be in such version and denomination that is acceptable to the Bank. The Bank shall have the absolute discretion to accept or reject any Renminbi banknote deposited by the Customer.
- (c) For time deposits and other types of deposits as specified by the Bank, any further deposit, transfer or withdrawal shall be in a minimum amount as from time to time specified by the Bank.
- (d) The Customer may make such deposit(s) into and/or withdrawal(s) from the Renminbi Account for the purpose of subscription, acquisition and/or disposal of the Renminbi wealth management products and/or repayment of the principal and interest of the Renminbi wealth management products, by way of deposit(s) or withdrawal(s) of Renminbi banknotes and/or interbank transfer of Renminbi.

4. Renminbi Checking Account

- (a) Subject to Clause 4(b) of Part B of this Schedule 5, the Bank shall not pay any one check or checks in aggregate which exceed(s) the daily payment limit drawn on a Renminbi checking Account as set out by the Bank from time to time. The Customer shall pay the Bank's charges for all returned checks.
- (b) Notwithstanding the daily limits imposed under Clause 4(a) of Part B of this Schedule 5, the Customer may issue check(s) in Renminbi for any amount for payment in Hong Kong.

5. Renminbi Exchange

- (a) The Bank may at the Customer's request provide Renminbi to Hong Kong Dollars or Hong Kong Dollars to Renminbi exchange service to the Customer at the prevailing rate of exchange quoted by the Bank at the time of the exchange subject to the availability of the currency requested and to the daily or transaction limits imposed by the Bank from time to time. The Bank reserves the right at any time, at its sole discretion, to accept or reject any exchange request from the Customer.
- (b) Any Renminbi banknote presented to the Bank for the purpose of exchange must be in such version and denomination that is acceptable to the Bank and the Bank reserves the right to reject any banknote presented by the Customer.
- (c) Any loss, damage, claim, cost, expense of reasonable amount which is reasonably incurred by the Bank in connection with any exchange transaction shall be indemnified and reimbursed by the Customer immediately and at the Bank's discretion, shall be debited from the Customer's Account after the transaction.
- (d) The Bank shall not be responsible or become liable for any loss or damage suffered by the Customer arising out of the Bank's rejection of any exchange request unless such loss is directly caused by the Bank's negligence or wilful misconduct.

6. Renminbi Remittance

- (a) Subject to the rules and requirements of the PRC or other relevant jurisdictions of the receiving end, the Bank may at the request of the Customer who has a Renminbi Account

with the Bank remit funds from such Customer's Renminbi Account with the Bank to the bank Account opened in the PRC or in other places outside Hong Kong. The aggregate amount of outward Renminbi remittances made by the Customer shall not exceed the limit set by the Bank from time to time and each outward Renminbi remittance shall be subject to such conditions as the Bank may from time to time specify. The Bank is not obliged, and shall be entitled to decline to act on any instructions, to effect any outward Renminbi remittance to the PRC or to other places outside Hong Kong that does not comply with the conditions set out in these Specific Terms and Conditions and/or the law.

- (b) The Customer acknowledges that the Bank is acting solely as the Customer's agent when providing outward Renminbi remittance and has no control over the operations of and any service charge imposed by the receiving banks in the PRC and other places outside Hong Kong. The Customer agrees and confirms that all Renminbi remittances to the PRC or other places outside Hong Kong shall be subject to currency control or restrictions from time to time imposed by the PRC or other places outside Hong Kong and the Customer agrees to observe and comply with all applicable rules and regulations.
- (c) The Customer shall be solely responsible for providing accurate information regarding the recipient of the remittance to the Bank. The Customer acknowledges that a remittance will not be effected and funds will be returned if the remittance is rejected by the receiving bank or inaccurate information is provided regarding the bank Account in the PRC or other places outside Hong Kong or the aggregate amount of the remittance made by the Customer (either through the Bank or other financial intermediaries in Hong Kong) shall exceed the limits imposed by the relevant authority in the PRC or other places outside Hong Kong. Any charges and expenses incurred by such return will be borne by the Customer and will be deducted from the proceeds of the refund. All cable or other charges and commission collected are not refundable.
- (d) Incoming Renminbi remittances in favour of the Customer will only be credited into the Renminbi Account of the Customer with the Bank if the payment advice is received before the cut-off time as required by the Bank from time to time; otherwise, the incoming Renminbi remittances will be processed and credited into the Renminbi Account of the Customer on the next Business Day. The Bank may levy a service charge at such rate as determined by the Bank from time to time for each incoming remittance and at the Bank's discretion, such service charge shall be debited from the Customer's Account after the remittance.

7. Renminbi Clearing

In connection with any banking transactions denominated in Renminbi which are cleared or settled (as applicable) through Renminbi clearing system established in Hong Kong ("**Relevant Renminbi Clearing System**"), the Customer agrees as follows:

- (a) The operation of the Relevant Renminbi Clearing System is subject to the Renminbi Clearing House Rules and the Renminbi Operating Procedures referred to therein (as amended, supplemented, replaced or otherwise modified

from time to time) (collectively, the "**Relevant Renminbi Clearing System Rules and Operating Procedures**").

- (b) The HKMA shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the HKMA knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
 - (i) anything done or omitted to be done in good faith by the HKMA or by the settlement institution, HKICL or any member of (as the case may be) the Renminbi Clearing House in the management, operation or use (including the termination and/or suspension of the settlement institution, the Renminbi clearing facilities or any such member) of the Renminbi Clearing House or the Renminbi clearing facilities or any part of any of them; or
 - (ii) without prejudice to paragraph (i) above, the giving of any notice, advice or approval in relation or pursuant to the Relevant Renminbi Clearing System Rules and Operating Procedures.

8. Renminbi Currency Risk

Without limiting the generality of Clause 5 of Part A of this Schedule 5, the Customer acknowledges that Renminbi transactions involve additional currency risk as a result of currency, convertibility and other controls which are or may be imposed from time to time and which may affect the availability or convertibility of Renminbi, the availability of certain or all Renminbi transactions (including the exchange and conversion of Renminbi through banks in Hong Kong or elsewhere) and/or gains or losses arising from Renminbi transactions.

9. Reporting

The Bank may report all or any transactions and information relating to the Customer, any Renminbi Account, Renminbi Banking Services and/or Renminbi transaction to the relevant authorities, clearing or settlement banks or bodies and/or domestic agent banks as required by the Applicable Laws and/or the relevant Renminbi clearing agreements. Unless the Applicable Laws and/or the relevant Renminbi clearing agreements require otherwise, the Bank may do so without prior notice and without giving reasons.

10. Minimum or Maximum Limits

The Bank may not act on any instruction as a result of which the balance of a Renminbi Account may, in the Bank's sole opinion, fall below any minimum limit or exceed any maximum limit specified by the Bank from time to time. If a Renminbi Account ceases to meet any applicable minimum limit or exceeds any applicable maximum limit, the Bank may (but shall have no obligation to) transfer funds from any other Account of the Customer to the relevant Renminbi Account or transfer funds from the relevant Renminbi Account to any other Account of the Customer to restore compliance with the applicable minimum or maximum limits (as the case may be)

SCHEDULE 6

SPECIFIC TERMS AND CONDITIONS FOR E-CHEQUES

The following terms and conditions apply to the Bank's services relating to e-Cheques. The General Terms and Conditions from time to time issued and amended by the Bank shall apply to the following as if those General Terms and Conditions are set out in this Schedule in full. The provisions of the Terms and Conditions which apply to paper checks or generally to the Bank's services continue to apply to e-Cheques and the e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the terms and conditions in this Schedule. The terms and conditions in this Schedule shall prevail if there is any inconsistency between them and the provisions of the Terms and Conditions with respect to the e-Cheques Deposit Services.

1. Definitions

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 of the 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 check (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 of the 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" mean the services offered by the Bank to Customers from time to time for depositing e-Cheques.

"e-Cheque Drop Box" or **"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 Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into 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.

2. Nature and Scope of e-Cheques Deposit Services

- (a) 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.
- (b) e-Cheques Deposit Services allow 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 Deposit Channels, in accordance with Clause 3 of this Schedule 6 below.
- (c) 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.
- (d) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
 - (ii) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

3. e-Cheques Deposit Services

- (a) 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 Deposit Channels.
- (b) e-Cheque Drop Box Service
 - (i) 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 the use of the e-Cheque Drop Box Service by the Customer. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
 - (ii) 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 the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques

to a Payee Bank Account other than the Customer's same-name account).

(iii) 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.

(iv) 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.

(c) Deposit Channels

The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

4. Handling of e-Cheques, Associated Risks and the Bank's Liabilities

(a) 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 checks.

(b) Restriction of the Bank's liability

Without reducing the effect of the provisions of the Terms and Conditions:

(i) 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 negligence or wilful default of the Bank or that of the Bank's

officers, employees or agents;

(ii) 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; and

(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

(iii) 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.

(c) Customer's confirmation and indemnity

(i) 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.

(ii) Without reducing the effect of any indemnity given by the Customer under the Terms and Conditions, any other document forming banking agreement between the Bank and the Customer, 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.

(iii) 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 negligence or wilful default of the Bank or that of the Bank's officers, employees or agents.

(iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services

戶口及有關服務的條款和條件（個人戶口）

下列及附件所載的條款和條件（「**條款和條件**」）適用於由中國建設銀行（亞洲）股份有限公司（下稱「**銀行**」），包括中國建設銀行（亞洲）股份有限公司在各地的分行和辦事處，其繼承人或受讓人向其每一位個人客戶（下稱「**客戶**」）提供的所有戶口和服務。客戶收到此等條款和條件後若使用或繼續使用該等戶口或服務，即可被視為已同意接受此等條款和條件的約束。

1. 各戶口的一般規定

1.1. 定義

「**戶口**」指客戶不時在銀行持有且受條款和條件約束的任何戶口。

「**適用法律**」指香港及其他相關司法管轄區的所有相關或適用成文法、法律和/或法規，並包括外國法規定。

「**獲授權人士**」指以銀行不時要求的形式及方式透過妥為填寫的委託書或其他授權表格由客戶授權或被視為獲客戶授權操作客戶於銀行維持的一個或多個戶口和/或使用銀行向客戶提供的服務的人士。

「**營業日**」指銀行在香港開門營業的日子（不包括星期六、星期日或公眾假期）。

「**建行集團**」指銀行和/或其控股公司、銀行或其控股公司的任何附屬公司或關聯公司，以及任何其分行、辦事處或單位（不論其各自位於香港或香港以外的地方）組成的集團。

「**歐洲貨幣聯盟**」指歐洲經濟與貨幣聯盟。

「**歐元**」指歐洲貨幣聯盟參與成員國目前的法定貨幣。

「**海外戶口稅收合規法案(FATCA)**」指：

- (a) 《1986年美國國內收入法》(U.S. Internal Revenue Code of 1986) (修訂版) 第1471至1474節或其任何修訂或繼任版本；
- (b) 政府與規管機構之間就第(a)項訂立的任何政府間協議、諒解備忘錄、承諾及其他安排（包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排）；
- (c) 銀行與IRS或其他規管機構或政府機構根據或就第(a)項訂立的協議；及
- (d) 根據任何前述者在美國、香港或其他地方採納的任何法律、規例、規則、詮釋或慣例。

「**外國法規定**」是指根據任何日後或現行的以下各項，向銀行施加的任何義務：

- (a) 外國法律（包括銀行按認為其受約束的外國法律，並包括中國的法律及規則）；
- (b) 執行香港在與外國政府（包括中國政府）或規管機構的協議下的義務的香港法律；
- (c) 銀行與外國政府（包括中國政府）或規管機構訂立的協議；或
- (d) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就第(a)至(c)項頒佈的指引或準則。

為免存疑，這個定義包含根據海外戶口稅收合規法案(以及經不時修訂或頒佈)適用於銀行的任何義務或規定。

「**政府機關**」指於香港境內或境外的任何政府、政府團

體、政府機構或規管機構，包括香港稅務局及IRS。

「**香港**」指中華人民共和國香港特別行政區。

「**港元**」指香港目前的法定貨幣。

「**金管局**」指香港金融管理局（或履行或承擔其職能或與其職能大致類似的職能的任何繼任人或其他機構或機關）。

「**票據**」指票據(bill)、匯票、承兌票據、本票、支票或銀行不時決定的其他付款票據。

「**IRS**」指美國國家稅務局(Internal Revenue Services)。

「**中國**」指在中華人民共和國，僅就條款和條件而言，不包括香港、中華人民共和國澳門特別行政區及台灣。

「**參與成員國**」指根據歐洲共同體有關歐洲貨幣聯盟的立法採用或已經採用歐元作為其法定貨幣的任何歐洲共同體成員國。

「**密碼**」指銀行接受的任何一種或多種方式，以用於認證客戶和（如適用）獲授權人士透過電話（包括行動電話或無線電話）、網絡、電子郵件或銀行不時告知的任何一種或多種其他渠道或方式尋求存取、使用和/或發出有關任何戶口和/或服務的指示，其中可能包括任何機密的身分識別、數字和/或字母字元、代碼、短語、令牌、數碼簽署或類似的身分認證方法（或同時包括上述其中數項），即包括：

- (a) 銀行向客戶和（如適用）獲授權人士告知的首個密碼和任何替換密碼；及
- (b) 客戶和（如適用）獲授權人士隨後自行設定的任何密碼。

「**人民幣**」指中國目前的法定貨幣。

「**人民幣銀行服務**」指由銀行為客戶提供任何與人民幣相關的銀行服務，包括開立人民幣戶口、接納人民幣存款、人民幣匯款、人民幣兌換及其他銀行不時提供予客戶之服務。

「**人民幣財富管理產品**」指根據有關法規於香港發行以人民幣計值之財富管理產品。

「**服務**」指銀行根據條款和條件自行決定不時向客戶提供的任何個人銀行、投資或其他產品和/或服務。

「**標準費用表**」指銀行不時公佈與戶口和服務有關的銀行現行的劃一費用及收費標準。

「**附屬公司**」，就任何公司或實體而言，指其直接或間接控制的任何其他公司或實體；就此而言，「**控制**」指（直接或間接）實益擁有該公司或實體超過百分之五十(50%)投票權的股本或同等控制權，或通過合約或其他方式擁有直接干預其政策和管理的權力；「**控股公司**」，就任何公司或實體而言，指該公司或實體為其附屬公司的公司或實體；及「**關聯公司**」，就建行集團的任何成員公司而言，指建行集團的任何成員公司（單獨或連同建行集團的任何其他成員公司）直接或間接持有任何其他公司或實體超過百分之二十(20%)投票權的股本或同等控制權的該公司或實體。

「**電匯**」指電匯。

「**美國**」指美利堅合眾國。

「**美元**」指美國目前的法定貨幣。

1.2 釋義

除非文意另有所指：

- (a) 單數詞之含義包括複數詞，反之亦然；而單一性別之詞語亦包含所有性別；

- (b) 每一條文的標題是為方便閱讀內容而加入，在解釋此等條款和條件時須不予理會；
- (c) 無論何時當「包括」詞被使用時，另一詞「但不限於」須視作緊接著「包括」一詞出現；
- (d) 條文或附件是指本條款和條件的條文或附件；
- (e) 凡適用之處，人士指該人士的遺囑執行人、遺產管理人、個人代表以及任何獲授權接管其合法權利的人士。「人士」亦包括個人、公司、合夥或非法人團體及其繼承人和受讓人。

1.3 規限戶口及服務的條款

客戶在銀行開立的任何戶口及其他有關事項，須受客戶簽署的有關戶口開立表格、本條款和條件（可根據第14項條文不時加以修改和補充）以及任何適用法律的規限。若條款和條件與任何適用法律之間存在任何衝突或不一致之處，則應在該衝突或不一致之處的範圍內以適用法律的規定為準（除非另有明確規定）。

本條款和條件包括：

- (a) 條款和條件正文中所載的一般條款和條件（「**一般條款和條件**」），適用於客戶的所有戶口和銀行向客戶提供的服務；及
- (b) 條款和條件附件中所載的附加具體條款和條件（「**具體條款和條件**」），適用於客戶的相關特定戶口和/或銀行向客戶提供的服務。

如果一般條款和條件與具體條款和條件之間存在任何衝突或不一致之處，則應在該衝突或不一致之處的範圍內以具體條款和條件為準，前提是具體條款和條件適用於特定戶口和/或有服務。

1.3A 申請戶口和服務以及銀行與客戶之間的關係

- (a) 客戶可以根據條款和條件發出指示，並按銀行的酌情要求提供身分證明及其他文件和資料，以申請開立任何戶口或開設任何服務。客戶知悉並同意，銀行將依賴於評估任何戶口和/或服務申請時所提供的資料的正確性和完整性，並向銀行聲明和保證所有該等資料以及任何其他不時向銀行提供的資料均屬及應屬完整、真實和正確。
- (b) 銀行可自行決定拒絕任何戶口或服務的申請，並會在切實可行範圍內儘快將結果通知申請人。除非銀行另有明確同意，否則提交予銀行的與任何戶口和/或服務申請相關的文件將不會被退還。
- (c) 為了從銀行的服務受惠，客戶必須開立一個或多個戶口，並且在任何情況下均不得將客戶開立的任何戶口用於商業目的或者為或代表任何其他人士持有資金。
- (d) 銀行與在銀行開立或維持的戶口的各名持有人之間的關係基本上是債務人與債權人之間的關係。然而，根據銀行提供的服務，其他關係或會出現，例如當物件獲妥善保管時，便會出現委託保管人與受託保管人之間的關係。
- (e) 客戶向銀行聲明及保證：

- (i) 客戶完全有能力或完全有能力委託他人行使其於條款和條件項下的權利以及履行其於條款和條件項下的義務；
- (ii) 條款和條件構成客戶的合法、有效、具有約束力及可根據其條款強制執行的義務；
- (iii) 客戶僅將所有戶口和服務用於合法目的，且不會以與任何犯罪、欺詐行為和/或非法活動或交易（包括賭博、洗錢和/或恐怖主義融資）相關或可能與之相關的方式使用任何戶口或服務；
- (iv) 條款和條件的執行、客戶對其於條款和條件項下任何義務的履行或任何權利的行使均不會與任何適用於客戶的適用法律、判決、命令、授權、協議或義務相衝突或違反或不履行任何該等法律、判決、命令、授權、協議或義務；
- (v) 除非客戶已書面通知銀行，否則客戶是各個戶口的唯一實益擁有人，且不受任何第三方權利、申索或利益的影響，並將作為主事人而非客戶戶口的持有人、受託人、代名人、代理人或者為或代表任何其他人士以其他方式訂立每項交易；
- (vi) 客戶已根據其自身判斷以及其已認為適當的第三方顧問的意見自行作出獨立決定，以訂立條款和條件以及條款和條件項下的每項交易並決定其是否適合客戶，同時接受各該等交易的條款和風險，並且不會依賴銀行的意見或推薦意見；
- (vii) 據客戶所知，並無在任何法院、審裁處、仲裁或行政組織或政府機構提起任何可能影響客戶履行條款和條件項下義務的能力的訴訟或法律程序（無論是在香港或其他地方提起）正在等待判決或即將展開；
- (viii) 客戶並非已破產、無力償債或已進入清盤程序，亦並不知悉任何針對客戶的破產、無力償債、清盤或其他類似的法律程序；
- (ix) 客戶將向銀行提供銀行可能合理要求的所有文件和資料，以使銀行能夠遵守任何適用法律；及
- (x) 上述聲明與保證將在每項交易的訂立之日重複作出，並將在條款和條件終止後繼續有效。

1.3B 銀行收取費用、佣金和回贈

銀行可以在不為客戶核算或向其披露的情況下，就(i)與客戶或為客戶進行的任何交易、買賣或投資（包括銀行就此而進行的任何對沖安排）或(ii)銀行向客戶或為客戶提供的戶口和/或服務向或從任何交易對手、經紀人、代理人、金融機構、往來行、建行集團的任何其他成員公司支付或收取並保留任何形式的收費、費用、佣金、回贈或其他付款或利益。

1.4 依循指令

客戶茲授權銀行：

- (a) 兌現及遵循客戶或其代表客戶所提取、簽署、背

書、接納或開出的所有支票、本票、付款指令、匯票及其他的票據（在銀行允許的情況下，即使有關戶口已經或將被透支）；

- (b) 依循任何指示，交付或處理由銀行不時地以擔保、保管或以其他任何形式持有的客戶的所有或任何證券、文件或其他財產；
- (c) 接受及依循任何指示，存入任何款項於客戶的戶口；
- (d) 執行(包括即期及遠期)外匯買賣的指示；
- (e) 執行由客戶發出就其戶口的任何指示或指令；及
- (f) 接納並依賴由銀行真誠地認為是由客戶或其所授權的人士簽署的任何文件。

1.5 [特意留白]

1.6 [特意留白]

1.6A 指示和獲授權人士

- (a) 除了銀行根據條款和條件享有的任何權利外，銀行亦有權接受銀行善意地相信已由客戶或任何獲授權人士就有關操作任何戶口或使用任何服務的任何事項發出的任何指示並按照該指示行事。
- (b) 客戶或任何獲授權人士的任何指示應按照銀行不時指定且可接受的方式及根據其不時指定且可接受的委託書或其他安排發出。
- (c) 指示一般必須以書面形式發出，但銀行可以接納以下指示：
 - (i) 可能不時以口頭方式提供（無論是否透過電話（包括無線或行動電話）提供）的指示；
 - (ii) 可能不時以傳真或類似方式傳輸並包含客戶或授權或聲稱授權發出指示的獲授權人士的傳真簽署的指示；
 - (iii) 可能會不時透過電子郵件從戶口開立申請所指定的客戶的任何電子郵件地址或客戶向銀行提供的最後一個電子郵件地址發送至戶口開立申請所指定的銀行的任何電子郵件地址或銀行透過電子郵件或其他方式或銀行可接受的其他電子或其他方式向客戶發出書面通知而不時指定的其他電子郵件地址的指示，

在每種情況下，客戶均須簽立並提供銀行可要求的授權、彌償保證和/或其他文件。就不同的戶口和/或服務而言，銀行可規定不同的指示發出方式。銀行可以（在不承擔或招致任何法律責任的情況下）拒絕接納並不按照該方式或委託書或其他安排所發出的指示。

- (d) 客戶或任何獲授權人士應遵循在銀行登記的式樣中所列的相同風格的簽署和/或印鑑（如適用）。若銀行自行決定接納客戶或任何獲授權人士的印鑑作為客戶或獲授權人士的簽署，且若客戶以書面或傳真或類似方式向銀行發出指示，則銀行有權依賴帶有客戶或相關獲授權人士蓋章的任何有關指示（其表面上與銀行記錄中的式樣相似，無論由何人加蓋（無論經授權或未經授權）以及有關加印或加蓋是否與已向銀行提供的式樣中所列的印鑑相同），且客戶應受其約束。客戶承諾：

- (i) 如銀行記錄的簽署式樣、印鑑、地址或其他相關詳情發生任何變更，應事先以書面通知銀行；及

- (ii) 始終妥善保管各個印章，並倘若任何有關印章被遺失、被盜、損毀或被更換，應立即以書面通知銀行。

在銀行實際收到上述第(i)款或第(ii)款（如適用）所列的通知之前，銀行有權根據最新指示或銀行當時保存的客戶資料行事，而客戶仍應就未經授權的人員或出於未經授權的目的對相關戶口或服務的任何及所有使用負責，除非是由銀行或其員工、代理人或僱員的重大過失或故意不當行為直接造成，並以此為限，則另作別論。

- (e) 就使用密碼的指示而言：

- (i) 若銀行自行決定允許客戶或其獲授權人士透過密碼使用戶口和/或服務，則如銀行善心地理解並執行所發出的任何有關指示均不可撤銷，並且對客戶具有約束力，無論有關指示是由客戶或（如適用）獲授權人士或由自稱是客戶或（如適用）獲授權人士的任何其他人士發出。儘管客戶的委託書或其他安排有不同的規定，上述情況仍然同樣適用。
- (ii) 獲授權人士或簽署安排的變更將不會影響透過使用密碼而對戶口和/或服務的操作。

- (iii) 除核實密碼外，銀行並無義務核實發出任何有關指示的人士的身分或權力或有關指示的真實性。

- (iv) 客戶承諾確保持其及（如適用）其獲授權人士的密碼安全地保密，並遵守銀行不時提供的任何用戶或安全指引。

- (v) 若客戶（或（如適用）獲授權人士）得悉或懷疑任何密碼已被盜、遺失、披露予任何未經授權的人士或以其他方式被外洩，或者他人正在或已經於未經授權的情況下使用任何戶口或服務，客戶或（如適用）獲授權人士必須立即親自或透過電話或以銀行不時規定的其他方式通知銀行。銀行可以要求客戶以書面形式確認任何有關口頭或電話通知，並且在銀行實際收到有關通知之前，客戶及（如適用）獲授權人士仍應就未經授權的人員或出於未經授權的目的對相關戶口或服務的任何及所有使用負責。

- (f) 銀行一經收到指示，不得在未經銀行事先書面同意的情況下取消、撤回或修改有關指示。

- (g) 銀行並無義務核實發出任何指示的人士的身分或權力或有關指示的真實性。然而，銀行有權在執行有關指示之前核實有關指示。上述情況可能包括透過致電客戶和/或獲授權人士進行核實。若並未以書面形式發出指示，銀行可以（但並無義務）要求以書面形式確認有關指示。儘管有上述規定，

銀行可以（但並無義務）在收到有關書面確認之前按照口頭指示行事，而無需承擔或招致任何法律責任，即使隨後仍然並無收到有關書面確認。

- (h) 若銀行收到含糊、相互矛盾和/或似乎未經授權的指示，銀行可以（在無需承擔或招致任何法律責任的情況下）拒絕按照有關指示行事，直至其收到有關該等指示令人信納的確認為止。
- (i) 銀行應不時按其唯一酌情權決定是否或何時按照任何特定指示行事（或拒絕按此行事）。就此：
- (i) 銀行有權按照其一般業務慣例和程序行事，並且將會僅在（銀行認為）可行且合理的情況下接受指示。銀行（在無需承擔或招致任何法律責任的情況下）保留規定其接受任何指示的任何條件或以其認為合適的理由拒絕按照任何指示行事的權利。
- (ii) 尤其是，若相關戶口中並無足夠的資金、資產或（如適用）預先安排的信貸額度來進行任何付款、提款、轉賬和任何其他交易和/或由此產生的費用或其他收費，銀行有權拒絕執行或延遲執行任何指示。
- (iii) 儘管有上述規定，雖然資金、資產或（如適用）預先安排的信貸額度不足，銀行仍可（但並無義務）執行任何指示，但客戶應立即按要求根據由銀行在事先通知客戶後自行釐定的費率償還任何由此產生的透支或預付款以及由此產生的所有利息、收費和費用。若銀行為執行指示而發出指令或訂立任何交易，而該指示隨後因資金、資產或預先安排的信貸額度不足而未能生效，則銀行可以（但並無義務）隨時自行決定發出其他指令或訂立其他交易以抵銷如此發出的指令或如此訂立的交易。由此產生的任何損失（損失及損失金額以銀行管理人員所發出的任何證明為準）應由客戶承擔，但由此產生的任何收益應歸銀行所有。
- (j) 銀行獲授權參與制定並遵守監管銀行業和/或證券業守則以及為銀行提供中央結算及交收服務和類似平台的任何系統的任何組織和/或與證券有關的法規和規則，但在每種情況下概不對任何有關組織或系統的營運商或管理商的任何作為或不作為承擔任何法律責任。
- (k) 客戶可為或就任何戶口的操作和/或銀行提供的服務指定一名或多名獲授權人士。客戶應向銀行提供有關該等獲授權人士以及獲授權人士的任何變更的書面指示，以及銀行不時要求的客戶的獲授權人士的相關簽署式樣以及與其相關的其他詳情和資料。由客戶或任何獲授權人士或者看來由彼等根據相關委託書和/或其他授權表格簽署的所有指示、票據和其他文件應均對客戶具有約束力，並且（在無需承擔或招致任何法律責任的情況下）可由銀行依賴，但發生銀行或其任何員工、代理人或僱員犯下重大過失或故意作出不當行為的情況則除外。

- (l) 銀行可將獲授權人士的權力視為持續存在，且該獲授權人士的權力應對客戶具有約束力，直至銀行已收到撤銷、修改或以其他方式更改該獲授權人士的權力的書面通知為止（無論是由客戶發出或由於該獲授權人士破產、清盤、死亡、精神上無行為能力或其他法律上的無能力或任何其他原因而發出）。客戶同意，銀行並無義務查明或查究任何獲授權人士操作客戶的任何戶口和/或使用客戶的任何服務的目的，但獲授權人士應無權修改與相關戶口和/或服務相關的相關委託書和/或授權表格和/或簽署安排。
- (m) 客戶知悉，在若干情況下，獲授權人士可以發出指示，從戶口中提取和/或轉移資金供其自身使用，以及為其自身利益而如此行事。客戶授權銀行根據條款和條件執行有關指示，並同意銀行應並無義務核實任何指示的適當性或完整性。
- (n) 在完成處理客戶通知銀行有關客戶地址或任何其他客戶資料（包括簽署、獲授權人士、經授權的簽署方式、密碼或其他相關詳情）的任何變更之前，客戶授權銀行繼續按照在通知有關變更之前交予銀行的委託書處理客戶的指示，或者繼續根據交予銀行的委託書或向銀行發出的指示中所指定的郵寄地址和/或任何其他地址透過客戶的戶口向客戶發送有關其戶口的戶口結單和其他通訊。
- (o) 客戶應採取合理的謹慎態度，採取合理的預防措施，並設立適當的控制措施和安全安排，以防止與任何戶口或服務有關的欺詐行為、偽造行為或其他未經授權的使用。客戶在發現任何實際或可疑的欺詐行為、偽造行為或其他未經授權的使用（包括任何密碼的遺失、被盜或外洩）後，必須立即通知銀行。銀行概不為客戶或任何第三方因上述實際或可疑的欺詐行為、偽造行為或其他未經授權的使用而引起或與之相關的任何後果而承擔任何法律責任，但由於銀行或其員工的重大過失或故意不當行為而直接造成的直接損失則除外。

1.6B 非活躍戶口

- 銀行可將以下戶口視為非活躍戶口，並根據銀行當時的標準費用表或銀行向客戶另行通知的方式收取非活躍戶口費用：
- (a) 戶口連續二十四(24)個月（或銀行可能不時釐定並通知客戶的其他期間）並無存款、提款或資金轉賬活動的記錄；及
- (b) 連續兩(2)年（或銀行可能不時釐定並通知客戶的其他期間）盡合理努力仍無法與戶口的持有人取得聯繫。
- 在首次收取非活躍戶口費用之前，銀行應向客戶發出十四(14)天的書面通知。若客戶收到銀行通知後三十(30)天內仍未採取進一步行動，銀行可以：
- (a) 在不另行通知的情況下，從戶口中扣除該筆款項（以及於該戶口累計的所有進一步的非活躍戶口費用），直至該戶口中並無結餘（銀行此時可以根據第1.6C條關閉該戶口）；或

- (b) (如適用) 向香港入境事務處生死登記總處就可能已故的戶口持有人查明該非活躍戶口的戶口持有人的身分，以支持將資產重新歸回其合法權益擁有人的身分，並根據適用法律處理非活躍戶口中的任何結餘。

1.6C 關閉和暫停戶口或服務

- (a) 客戶可以隨時關閉任何戶口和/或服務，但須根據第 16 條提前三十(30)天(或銀行可接受的較短通知期)向銀行發出書面通知。該通知應由客戶妥為簽署，並應指定關閉的生效日期。
- (b) 除發生下文第1.6C(c)條規定的特殊情況外，銀行可以：
- (i) 隨時關閉客戶的任何戶口和/或服務，但銀行須提前三十(30)天向客戶發出書面通知；及
- (ii) 透過於戶口和/或服務受到限制、凍結或暫停之前或之後在可行的情況下儘快向客戶提供書面通知，自行決定隨時限制、凍結或暫停客戶的任何戶口和/或服務的所有或任何部分；
- (c) 若發生以下特殊情況，銀行可自行決定(在無需提供任何理由且無需承擔或招致任何法律責任的情況下)立即關閉、限制、暫停、凍結或轉移客戶的任何戶口和/或服務，而無需事先通知客戶，即使任何相關戶口仍有結餘亦是如此：
- (i) 若銀行根據第1.6B條的規定處理非活躍戶口，且該戶口中並無結餘；
- (ii) 若客戶未能遵守任何適用法律，或者適用法律禁止戶口和/或服務的運作或存續或使其違法，或者關閉、暫停、凍結或轉移戶口和/或服務屬銀行遵守任何適用法律所必需的程序或便利銀行如此行事的程序；
- (iii) 若任何戶口和/或服務實際上或涉嫌(銀行單方面認為)被用以進行任何犯罪、欺詐和/或非法活動或交易(包括賭博、洗錢和/或恐怖主義融資)或被用以達到與之相關的目的；
- (iv) 若客戶違反條款和條件，且銀行單方面認為該違反構成重大違反；
- (v) 若銀行的客戶記錄、戶口和/或服務因不可抗力、任何災難或狀況、行業行動、電力故障、電腦故障或破壞或任何其他原因而無法使用或有關存取受到阻礙；
- (vi) 若客戶被視為無法或承認其無法支付到期債務，或者針對客戶提出破產呈請或類似救濟措施；
- (vii) 若銀行從客戶收到有關破產呈請或類似救濟措施的通知或客戶為考慮任何個人的自願安排而開始與任何債權人進行談判；或
- (viii) 銀行不時規定的任何其他特殊情況。

若適用法律允許，銀行將在可行的情況下儘快通知客戶其已關閉、限制、暫停、凍結或轉移戶口和/或服務。

- (d) 於關閉戶口和/或服務後，客戶可在銀行的正常營業時間向到銀行收取相關戶口的結餘(經扣除所有收費)，或者銀行可以自行決定將該結餘(經

扣除所有收費)以支票、本票或即期匯票(以適用者為準)送達至最後為銀行所知的客戶地址，風險由客戶自負。若戶口結餘以外幣計值，銀行有權透過按照銀行最終釐定的戶口關閉日的實時匯率兌換該結餘，以記入任何到期結餘的港元等值。當支付該結餘(經扣除所有收費)後(無論是否將以外幣計值的該結餘兌換成港元等值)，銀行的責任即獲悉數免除。

- (e) 於戶口和/或服務關閉完成後以及在暫停或凍結期間(視情況而定)，銀行將完全免除承擔或解除其後的任何進一步責任，且銀行有權拒絕兌現客戶就任何有關戶口提款、接受或發出並隨後提交予銀行兌付的任何指示或票據(包括支票)(在每種情況下無論日期是在關閉、暫停或凍結(如適用)的日期之前或之後)。客戶同意單獨對因關閉、暫停或凍結(如適用)戶口而產生的任何和一切後果負全部責任。
- (f) 銀行概不為客戶對銀行就戶口和/或服務的關閉、暫停、凍結或轉移所採取或未採取的任何行動承擔任何法律責任，除非是由銀行的任何管理人員、員工或代理人的過失或故意不當行為直接造成則另作別論。
- (g) 任何戶口和/或服務的關閉、暫停、凍結或轉移在任何情況下均不得免除、減損或以其他方式影響客戶對銀行的任何應計、現有或者或有負債或義務。

1.7 足夠的存款

- (a) 客戶在透過任何電子方式或其他方式在任何戶口中提款、轉賬或使用其他服務時，須確保其戶口有足夠存款。
- (b) 除非與銀行有預先安排，否則戶口不得透支。

1.8 保留文件

銀行並無責任為客戶保存任何與戶口有關的支票或文件。如客戶要求提供時，銀行可在收取服務費用後向客戶提供該等支票或文件的影印本，如有。

1.9 [特意留白]

2. 利息和服務費

2.1 利息

- (a) 銀行指定的戶口可依照銀行不時釐定並公布的時間和利率賺取利息。此等利率將於銀行主要營業地點及銀行的各分行公告，並展示於銀行的網址及主要網上銀行平台，並僅供參考。
- (b) 任何戶口的結餘少於銀行不時規定的最低存款額，該戶口將不獲享利息。除非銀行另有規定，仍未結算的資金或支票戶口均不會賺取利息。

2.2 服務費

- (a) 銀行有權：
- (i) [特意留白]
 - (ii) 根據其標準費用表就向客戶提供的任何戶口和/或任何服務收取服務費，包括在該戶口的餘額低於銀行規定的最低餘額或該戶口在開立之日起三(3)個月(或銀行可能釐定的任何其他期間)內被關閉的情況下對該戶口收取服務費；及
 - (iii) 經預先通知，根據適用法律，以銀行酌情認為適當的方式收取其他類別的費用。
- (aa) 在服務費水平的任何變更(包括與釐定有關收費的基準相關的任何變更)生效之前，銀行應提前三十(30)天向受影響的客戶發出書面通知，但與透支(見下文第 2A.4 條)及銀行卡(見下文附件四乙部第 9 條)相關的費用和收費(如有)則除外。
- (b) 銀行可在不另行事先通知的情況下從客戶的任何戶口中扣除所有適用收費的金額，並於扣除收費後通知客戶，說明收費的性質和金額。
- (c) 標準費用表的詳情及細則在銀行的主要營業地點和銀行的所有分行均有展示，客戶亦可隨時向銀行要求索閱。標準費用表亦可在銀行網址及其主要網上銀行平台上閱覽。
- (d) 銀行的標準費用表中尚未涵蓋的服務收費基準的詳情將在提供相關服務時或應客戶要求而告知。

2.3 [特意留白]

2.4 [特意留白]

2A. 存款、提款、收款和付款服務

2A.1 最低結餘規定等

銀行保留以下的權利：

- (a) 就戶口的開立、運作和/或關閉規定最低或最高金額或結餘，包括在就計息戶口中的結餘支付利息之前規定在該等戶口中需要維持的最低結餘；
- (b) 指定任何外幣戶口的計價貨幣以及從任何有關戶口付款和/或向任何有關戶口付款的方式；
- (c) 規定可在銀行存入定期存款的存款期；及
- (d) 指定和更改任何戶口的戶口號碼。

2A.2 存款和提款

銀行可以透過以戶口貨幣進行現金支付、以戶口貨幣簽發支票或銀行認為合適的任何其他方式從戶口提款以向客戶支付。銀行可隨時(在無需提供任何理由且無需承擔或招致任何法律責任的情況下)拒絕接受任何存款、限制可存入的金額或退回全部或部分存款。

2A.3 還款

客戶應按要求或在各自的到期日就任何服務或以任何方式向銀行償還銀行向客戶支付或將予支付或墊付(無論是透過透支或任何其他形式)的所有款項以及客戶現在已經或其後可能在任何時間就任何戶口對銀行負有債務

或責任的任何性質的所有金額。銀行可隨時從銀行選擇的客戶的任何戶口中扣除如此支付或預付的所有有關金額及所有款項，或者客戶已經或可能負有債務或責任的所有有關金額及所有款項，或者客戶已經或可能欠下的所有有關金額及所有款項。

2A.4 透支和違約利息

透支只有在獲得銀行事先書面同意的情況下方被允許。然而，銀行可以接受從戶口中提取或轉移任何金額或支付任何票據的指示，即使有關提取、支付或轉移會導致戶口透支或出現借貸亦是如此。若銀行允許透支，透支則僅適用於該特定指示，且除非銀行另有明確同意，否則銀行於日後並無義務允許類似的透支。若客戶在未經銀行事先同意的情況下於任何戶口作出透支或超過任何協定的借款限額，銀行保留按照標準費用表中規定的利率或銀行不時釐定並通知客戶的利率收取違約利息/或其他收費的權利。

2A.5 包含利息的金額

條款和條件中所列的客戶應付予銀行的所有款項、付款、總額和金額應包括其任何及所有應付利息。有關款項、付款、總額和金額的利息應按不時協定的利率支付，但若並無達成任何協議，則該利率應由銀行釐定。利息應按日累計，並應按銀行根據其一般慣例釐定的基準及時間計算和支付。違約金額的利息(無論是於判決之前或之後)均應按月或按銀行釐定的間隔計算。

2A.6 於正常營業時間內營業

票據和指示(無論是付款或其他指示)應在銀行正常營業時間內提交以供承兌、清算、領取或付款，並(如有必要)根據當地現行的銀行業慣例妥為背書。有關票據和指示將在銀行正常營業時間內按照有關慣例進行處理，並需按照有關慣例或銀行不時向客戶通知的其他慣例於慣常時間進行清算。銀行的所有其他業務應在銀行正常營業時間內按照當地現行的銀行業慣例進行。儘管有上述規定，銀行可自行決定(但並無義務)處理有關票據或指示和/或在其正常營業時間以外進行有關其他業務。在為客戶領取支票時，銀行的職責應僅限於向相關清算所提交有關支票並藉此履行。

2A.7 不得提取仍未結算的票據

除非銀行另有協定，直至銀行已收到有關款項為止，客戶不得提取其存入的仍未結算的票據(無論是由銀行出票或託收)，並且銀行基於任何理由及在不承擔或招致任何法律責任的情況下，保留不兌現針對任何仍未結算的票據進行提款的絕對權利。

2A.8 止付指示、逾期票據和過期票據

停止承兌或支付任何票據的指示必須以書面形式發出(或以口頭形式發出，然後在二十四(24)小時內以書面形式確認)，並將由銀行記錄。日期為提交日期之後的日期或提交日期之前超過六(6)個月的日期的票據一般將不予接受或付款，除非銀行在無需承擔或招致任何法律

責任的情況下自行決定接受、支付或結算有關票據，而客戶需自行承擔有關風險。

2A.9 客戶簽署、發出及開出票據客戶應：

- (a) 在向銀行簽署、發出和/或於開出提款指示，或簽署銀行擬據此行事的指示、指令或其他文件時保持合理的謹慎態度，以免促致偽造或欺詐行為、誤導銀行或導致更改有關票據、指示、指令或其他文件；及
- (b) 一經發現客戶或任何獲授權人士已被發出或已於銀行開出的任何票據，或銀行擬據此行事的指令或其他文件被冒簽，立即通知銀行有關情況。

2A.10 被拒絕兌現的票據

若向銀行提交用於承兌、清算、收款和/或付款的任何票據或指示（無論是付款或其他指示）被拒絕兌現，銀行唯一的義務是通知客戶，並且在客戶發出進一步指示之前，銀行可以保留對該票據或指示的管有，並就此收取銀行所釐定的管理費。

2A.11 匯入匯款

若銀行在其不時指定的相關截數時間前尚未收到相關付款通知書，則匯入匯款（無論以港元或任何其他貨幣計值）可能無法於同一天存入戶口。在資金實際結算並存入戶口之前，任何匯入匯款均不會累計利息。就以港元以外的貨幣計值的匯入匯款而言，如需將該貨幣兌換成港元，則將以銀行的實時匯率兌換。銀行於發出或收到每筆匯入匯款後，將向客戶發出通知書。如有任何錯誤，客戶應立即通知銀行。

2A.12 匯出匯款和電匯

若匯出匯款無法完成，銀行將在合理可行的情況下儘快通知客戶。銀行可以（但並無義務）為客戶透過電匯進行匯出匯款或提款。若銀行接受匯出匯款（無論是否透過電匯進行），則該等匯款應遵守銀行就該等匯款訂立且不時生效的條款和條件（包括銀行規定的任何收費以及最低或最高金額）並按照該等條款和條件發出。在不限制上述規定的前提下，除非銀行另有規定，所有匯出匯款均應遵守下列規則：

- (a) 客戶全權負責向銀行提供有關匯出匯款的收款方的準確資料。客戶知悉，在提供匯出匯款時，銀行僅作為客戶的代理人，無法控制收款方的運作和收款方收取的任何服務費。匯出匯款的收款方的到賬時間需視乎收款方的所在地、當地電訊系統及銀行業慣例而定。
- (b) 對於因延遲付款或提供付款通知書、於運輸途中或以其他方式遺失物品、任何物品、信函、電報或電子訊息傳輸或交付時出現損毀、錯誤、遺漏、中斷或延遲、銀行往來行、分代理人或其他代理人的行為、已宣戰或未宣戰的戰爭、審查、封鎖、暴動、民眾騷亂或國內或國外政府或其他行使政府權力（無論是法律上或事實上）的團體

的任何法律、法規、管制、限制或其他行為或銀行無法控制的任何行為或事件而造成的任何損失或損害，銀行概不承擔任何法律責任。然而，若無法進行匯出匯款，銀行將及時通知客戶。

- (c) 除非銀行收到相反的具體指示，否則付款將以收款地所在國家的貨幣進行。
- (d) 除另有指明外，所有在香港境外產生的費用均由收款人承擔。若客戶要求收款人在不扣除任何收費的情況下悉數收到有關金額，客戶必須具體地指示銀行，而所有收費就此將從客戶的戶口收取。
- (e) 儘管客戶提出任何相反的具體要求或指示，倘（銀行自行認為）根據營運情況有此需要，銀行保留透過其自行決定的方式或往來行進行付款的權利。
- (f) 當需要兌換貨幣以進行匯出匯款，該兌換金額不得超過銀行規定的每日或交易限額（如有）。銀行為匯款目的隨時所報的任何匯率僅供參考，而銀行有權按照在完成匯款時相關外匯市場的實時匯率進行匯款。銀行有權支取/存入（視情況而定）銀行所報的匯率與就任何客戶戶口實際進行匯款的匯率之間的任何差額。
- (g) 匯出匯款可能受到法律、法規、外匯管制或其他管制、限制或措施（「**國外限制**」）所規限。客戶全權負責了解並遵守有關國外限制，且銀行強烈建議客戶自行查詢有關情況。銀行概不承擔向客戶告知任何國外限制的責任，且銀行概不對因付款受到有關國外限制所規限而導致的任何損失或延誤承擔任何法律責任。
- (h) 銀行可以按照原有內容或以代碼或加密形式發送任何與電匯相關的訊息，並且對於有關訊息的錯誤或對有關訊息的誤解，或者因任何往來行或其他代理行的過失或違約而造成的任何損失或損害，銀行概不承擔任何法律責任，除非有關錯誤、誤解、損失或損害是由銀行的重大過失或故意不當行為直接造成則另作別論。
- (i) 銀行在銀行不時指定的截數時間後收到的指示將不會在同一天處理。
- (j) 銀行的往來行和代理人可能於完成匯款後徵收和/或申索的所有與匯款相關的收費應由客戶承擔。
- (k) 向並未在收款地所在國家開立銀行或建行集團其他成員公司戶口的收款人付款可能會受到延遲，具體情況視乎收款地所在國家的清算系統以及收款銀行於收取匯款時所採取的行動而定。
- (l) 如客戶取消匯出匯款後需以其他貨幣退回有關款項，則按照銀行於退款當日的實時匯率根據銀行收到的金額進行退款。因有關取消而招致的任何收費和開支將由客戶承擔，並將從所退回的有關款項中扣除。所收到的所有電報或其他收費和佣金均不可退還。
- (m) 銀行於發出或收到每筆匯出匯款後，將向客戶發出通知書。如有任何錯誤，客戶應立即通知銀行。

客戶同意銀行可以向相關往來行或代收行披露與匯款有關的任何資料。如果匯出匯款無法完成（無論是由於國外限制或其他原因），銀行無需退還客戶就該匯款支付的收費，除非無法完成該匯款因銀行的重大過失或故意不當行為而直接造成則另作別論。

2A.13 即期匯票及本票

- (a) 一經發出後，除非客戶明確要求由獲授權人士收取，否則任何即期匯票或本票均應按照最後已知的客戶地址發送予客戶，並由客戶自行承擔風險和費用。
- (b) 任何修改、止付、取消或退款的要求應由銀行自行決定是否接納，並須根據銀行自行規定的任何條件而提出。銀行在收到有關即期匯票或本票的止付指示或損失通知後，並無義務通知任何人士。
- (c) 任何即期匯票的兌現須接受付款銀行兌現慣例下的任何規定以及即期匯票兌現所在國家或地區的法律和法規所規限。對於客戶或任何其他人士因任何適用法律（包括任何貨幣或外匯管制或限制）或發出即期匯票或當中所採用貨幣所在的國家或地區的其他政府行為而產生的任何損失或損害，銀行概不承擔任何法律責任。

2A.14 直接付款授權

銀行將根據客戶的要求，安排從戶口直接扣款或於戶口進行定期付款安排，但客戶須簽立銀行不時要求的進一步文件。若客戶已在戶口安排直接付款授權或進行定期付款安排，並且連續十二(12)個月內並無根據該直接付款授權或定期付款安排（視情況而定）進行任何交易，則銀行有權取消有關授權或安排而無需事先通知客戶，即使有關授權或安排尚未到期或並無指定有關授權或安排的到期日亦是如此。

2A.15 僅限於香港進行付款等

除非銀行另有協定，否則記入任何戶口的資金只能於香港在開立相關戶口的銀行辦事處提取，而銀行將予支付或交付的任何其他金額或物品將只能於香港在開立相關戶口的銀行辦事處支付或交付。

2A.16 付款

- (a) 客戶依照此等條款和條件應向銀行支付的所有付款應以港元（或引致有關債務的任何其他貨幣）支付，且無任何扣除，抵銷或反訴及任何其他限制或條件且毋須因該付款支付任何稅款或任何性質的其他扣除或預扣。倘若客戶按法律要求需就該付款作任何扣除或預扣，客戶應及時向銀行支付額外所需款額以確保銀行收到的款額相當於在毋須扣除或預扣的情況下所應該收到的全數款額。
- (b) 銀行因客戶欠付銀行的任何負債而收到的任何款項（無論是如何產生）均可用於償還銀行自行釐定的負債，或者存入暫記戶口並於銀行認為合適的期間內由暫記戶口持有。若進入任何破產、清

盤或清算程序或訂立任何債務重整協議或作出任何債務償還安排或者進入或訂立以上任何類似的程序、協議或安排，銀行可以證明並同意接受與客戶未清償負債有關的任何攤還債款或債務重整協議，猶如並無暫記戶口或其中並無結餘一樣。

- (c) 銀行始終有權推翻任何客戶的戶口中的任何錯誤記項，並將其回復至原應作出正確記項（或根本無須作出記項）時的數字。

2A.17 受外國法規規定影響的付款

- (a) 客戶認可及同意，儘管此等條款和條件有任何其他規定：
 - (i) 銀行根據此等條款和條件作出的任何付款必須受外國法規規定的預扣及扣減所規限；
 - (ii) 根據第(i)項預扣的任何款項可存放於銀行決定的任何戶口或按其決定的方式處理；及
 - (iii) 銀行毋須就其行使本第2A.17條項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。
- (b) 客戶認可及同意，根據此等條款和條件進行的任何交易、付款或指令可能會因銀行遵守其義務（包括該等銀行認為必須遵守的任何外國法規規定項下規定者）而被延遲、限制、轉移或終止。

3. 存入支票及提取未結算的票據

3.1 存入需結算的票據

- (a) 銀行只接受支票或其他需結算票據的託收，而在有關票據結算前，客戶不能提取有關票據的款項。
- (b) 銀行應運用合理之審慎態度保管及處理客戶所託收之支票或其他需結算票據；有關支票/票據如有不是因銀行疏忽或故意不當行為所導致之損毀、損壞或延遲，銀行毋須為客戶所蒙受之損失承擔任何責任。銀行亦可能因應客戶之託收所需授權第三者保管及處理所託收之支票/票據，如有任何損毀、損壞及延遲，銀行亦毋須為客戶所蒙受之損失承擔任何責任。在任何情況下，銀行概不須為支票/票據損毀、損壞及延遲等原因而導致之損失而負上任何責任。

3.2 以第三者抬頭支票存款

若支票上之指定抬頭人為客戶以外的第三者，該支票必須由該第三者正式背書，而銀行有權酌情決定是否接納存入該支票。客戶同意補償銀行因存入該支票所引致的所有合理及適當的費用、損失和索償。

3.3 提取仍未結算的票據

- (a) 在銀行收到款項或證明已付款的最終通知書前，客戶不可就存入其戶口仍未結算的票據、銀行匯票或支票提取款項。通過香港銀行同業結算有限公司結算的票據，其款項通常可在存款後的第二個營業日收妥。

- (b) 需經香港境外結算的票據的託收時間因應所涉及之國家而異，客戶應向銀行的任何分行查詢，以確定收取最終通知書的所需時間。存款的有效日期以票據兌現後銀行確認收妥最終款項為準。如任何交易被拒絕承兌或遭付款銀行退回，該票據將退還客戶及客戶須支付有關服務收費。
- (c) 未結算資金不累計利息。
- (d) 所有於營業日正常結算時間之後收到需結算的票據，將被視作於下一個營業日託收至客戶的戶口。所有於星期六收到需結算的票據，將被視作於下一個營業日託收至客戶的戶口。

3.4 未結算款資金

- (a) 在不損第3.3項條文的情況下，如銀行允許客戶提取託收賬項或來自任何戶口的轉賬資金，一旦出現以下情形，客戶須按要求全數補還給銀行：
 - (i) 銀行未能在預定收款時間內收到全部款項；
 - (ii) 上述賬項的託收或資金的轉賬導致客戶在銀行的任何戶口出現透支；或
 - (iii) 銀行在接受轉賬後，無法根據銀行業務慣例收取或自由處理該款項。
- (b) 此外，假如銀行接受以客戶為受益人的託收賬項或轉賬資金代替以現金償還客戶的債務，則該項交收須於銀行全額收到上述賬項或資金時方可作實。

4. 戶口結單和交易確認

4.1 發出戶口結單

- (a) 戶口結單通常按月或按照銀行不時釐定的其他時間間隔寄給客戶。然而，對於自向客戶提供上一份戶口結單以來無進支活動的戶口，銀行保留不向客戶寄發戶口結單（或按照銀行不時釐定的間隔向客戶提供戶口結單）的權利。
- (b) 如果客戶在戶口結單有關期間過後十(10)個營業日內仍未收到該戶口結單，客戶須透過第 16 條規定的任何方式即時通知銀行並要求發給賬單的副本。
- (c) 客戶同意，銀行可以透過銀行網站以非紙張形式提供結單（定義見下文第4.3條）和其他文件（「**登入服務**」）。此外，客戶同意並接受以下條款：
 - (i) 使用登入服務時需要電腦設備和軟件、互聯網服務以及特定的電子郵件地址；
 - (ii) 網絡和電子郵件服務可能會面臨若干資訊科技風險和干擾；
 - (iii) 客戶可能因使用登入服務而招致額外費用；
 - (iv) 在不影響第16條的情況下，電子郵件可能是通知客戶文件已在銀行網站上公佈的唯一途徑，而客戶應定期檢查所指定的電子郵件地址；
 - (vi) 客戶可能需要支付合理費用才能取得不可再次透過銀行網站查閱和下載的任何文件的紙質副本；
 - (vii) 客戶可撤銷對透過銀行網站提供文件的同意，但需透過第16條規定的任何方式提前三十(30)天向銀行發出書面通知；及

- (iv) 客戶應儲存透過銀行網站提供的所有戶口結單和文件的電子副本，以供其自行參考。
- (d) 在關閉戶口之前，務請客戶下載並儲存非紙質結單（如適用）以供記錄之用。在關閉戶口後，客戶可能無法查閱有關結單。

4.2 [特意留白]

4.3 客戶的審核及核實義務

客戶同意仔細檢查每份戶口結單或存款單、確認書或通知書（如適用）（統稱「**結單**」）上的記項和/或交易是否出現錯誤、不一致之處、遺漏、未經授權的扣款或因任何原因（包括偽造文書、偽造簽署、欺詐、並無授權或客戶或任何其他人士的過失）而產生的任何其他不正確和/或未經授權的交易或記項（統稱為「**不一致之處**」，各稱為「**一項不一致之處**」）。客戶亦同意，除非客戶在結單所示的日期起九十(90)天內以書面形式通知銀行任何有關的不一致之處，否則結單應在銀行和客戶之間構成關於結單以及其中列出的所有交易、記項和餘額的正確性和準確性的決定性證據，並應對客戶具有約束力，而客戶應被視為已同意就有關結單放棄任何權利或提出任何異議或針對銀行尋求任何救濟措施，除非有關的不一致之處由銀行或其任何員工、代理人或僱員的重大過失或故意不當行為直接造成則另作別論。在不影響上述規定的情況下，銀行可隨時推翻、糾正和/或更正任何結單中因行政、操作或電腦錯誤或銀行自身原因造成的任何錯誤或遺漏所產生的任何不一致之處，而無需對客戶承擔或招致任何法律責任。如此糾正或更正的結單對銀行和客戶之間具有約束力。

4.4 超額付款等

若因銀行、客戶或任何其他人士的錯誤、違規或遺漏而導致：

- (a) 任何的超額付款均存入客戶的戶口，和/或；
- (b) 客戶提取、轉移或以其他方式使用錯誤轉入客戶戶口或以其他方式支付予客戶的任何資金；

客戶應按要求隨即將如此多付或使用的金額退還予銀行，並且銀行可以在不事先通知客戶的情況下，將多付的金額從客戶的任何戶口中扣除。

5. [特意留白]

6. 外幣戶口

- (a) 在不損本條款和條件適用於外幣戶口的其他規定的情況下，所有外幣戶口的存款或提款，必須以銀行所接納的貨幣進行。如需將貨幣兌換，折換金額將不能超過銀行不時規定的每日或每項交易限額（如有），而折換價須按存款或提款當時銀行提供的匯率計算。
- (b) 對於因稅項、費用或貶值以致存入戶口的任何外幣減值，或是因兌換或匯款的限制、收購、非自願性轉賬、使用軍事或篡奪力量，或其他銀行無法控制的類似原因引致無法提供該等貨幣，銀行均不負或承擔任何責任。

7. [特意留白]

8. 聯名戶口

當戶口是由兩名或以上的人士聯名開立時，除非銀行另以書面表示同意，否則：

- (a) 所有聯名人士皆對有關戶口的義務有共同及個別責任；
- (b) 當提及到客戶時，即指根據條款和條件持有聯名戶口的每名人士，或在上下文允許的情況下，則指其中任何一名或多名人士；
- (ba) 每名有關人士均應受條款和條件的約束，即使出於任何原因，其中擬受約束的任何其他人士均不受條款和條件的約束，或者條款和條件對其中任何其他人士均屬或變成無效或不可強制執行，亦應如此；
- (bb) 任何該等人士接受規管銀行就其聯名持有的任何戶口提供的任何服務的任何條款和條件，應被視為構成其中各名人士的接受並對其中各名人士具有約束力；
- (c) 除另作訂明外，每一位聯名人士均有權獨立運用該聯名戶口。銀行獲授權兌現並遵守由任何有關人士簽署、蓋章和/或蓋印的所有票據、指示、指令或收據（無論相關戶口是否有結餘或存在透支的情況），並且遵守為相關戶口發出或與相關戶口相關的所有指示或其他指令，同時接受存入該銀行戶口或就戶口銀行欠付的款項的所有收據並據此行事；
- (ca) 除非上下文另有要求，否則條款和條件所明示或默示的所有客戶陳述、保證、承諾、協議和義務均應被視為由每名有關人士共同及各別作出、給予或承擔，並且在不限制上述規定的情況下，銀行有權行使其在第13條項下的權利，並將客戶任何戶口中的任何結餘用於清償包括客戶在內的一名或多名人士欠付銀行的任何義務和/或負債；
- (d) 銀行有權與該任何人士就任何事宜分別進行交易，並可於每種情況下在不損害或不影響銀行針對任何其他該等人士所享有的權利、權力和/或補救措施的情況下，在任何程度上對任何責任作出改變或給予時間的寬限，或者給予該任何人士寬限或與其作出任何其他安排；
- (e) 倘聯名賬戶持有人發出不同指示，且互相抵觸或不一致，本行可（在無需承擔或招致任何法律責任的情況下）：
 - (ea) 在不限制或削弱在第15.2條下的效力的情況下，銀行獲授權向每一位聯名人士全權披露下列資料而不須另行取得任何一位聯名人士的同意：
 - (i) 以聯名方式持有聯名戶口之前或之後任何期間內與聯名戶口有關的任何資料；及
 - (ii) 有關任何一位聯名人士或由任何一位聯名人士提供的任何個人資料及其他資料。
 - (i) 按照任何該等指示行事；

- (ii) 延遲按照該等指示行事直至明顯的抵觸或不一致之處已獲解決；
- (iii) 僅按照所有聯名賬戶持有人一致同意的指示行事；或
- (iv) 在收到所有有關人士信納有關指示的確認之前，拒絕按照有關指示行事；
- (f) 銀行向任何一名該等人士發出的任何通知或通訊將被視為已發送予所有該等人士，且任何一名該等人士向銀行發送的任何通知或通訊將被視為已由各該等人士發送；
- (fa) 關閉任何聯名戶口或修改或以其他方式變更任何有關聯名戶口的簽署安排，須根據現有簽署安排獲得授權的一名或多名有關人士的簽署；
- (fb) 根據現有簽署安排獲得授權的一名或多名有關人士訂立的任何交易對所有該等人士均具有約束力；
- (g) 在銀行有酌情決定權及在無相反指示的情況下，所有以一位或以上聯名人士之名義收取的款項均可存入該聯名戶口內；
- (h) 銀行可以代收任何發給一名或以上（但非全部）聯名戶口持有人的支票、匯票或其他金融票據，包括載有特別劃線，而未經抬頭人背書之支票，並將有關票據存入該戶口；
 - (i) 戶口的任何結餘由聯名人士以聯權共有人身份擁有，而尚存者取得權亦適用；
 - (ia) 在銀行收到任何有關人士死亡、破產或清盤或精神或其他無行為能力的書面通知後，操作有關人士聯名持有的戶口的任何自動處理指示或常行指示將不再有效；
 - (j) 在不違反適用法律的情況下，當任何該等人士去世時，銀行將按尚存者的指令；或當所有該等人士去世時，銀行將按最後尚存者的法定代表（經出示遺囑認證書或遺產管理書後）的指令處理該聯名戶口的任何結餘。但該指令不損銀行就此該結餘而享有的擔保權利、留置權、抵銷權、反訴權及其他方面的任何權利；及
 - (k) 倘一名或以上有關人士身故、破產或清盤或精神或其他方面喪失能力，銀行將有權以聯名戶口內的貸款結餘、抵銷本行向該人士作出或可作出的任何申索。此外，本行將有權全權凍結聯名戶口及拒絕任何與此有關的交易或拒絕接受有關聯名戶口或服務或其他方面的任何指示。

9. 付款予法定代表人

客戶授權銀行在客戶的法定代表人出示遺囑認證書或遺產管理書時，將客戶名下任何戶口的結餘支付及交給其法定代表人。但銀行就該等結餘而享有的擔保權利、留置權、抵銷權、反訴權及其他方面的任何權利，以及就其他並非客戶法定代表的人士所作出之申索而銀行認為應當採取的任何步驟，均不受影響。本段不適用於聯名戶口。

10. [特意留白]

11. 外國法規定的資料及披露

11.1 提供資料及支持材料的責任

客戶有責任向銀行提供銀行合理所需的該等資料、文件及證明書，以履行其在任何外國法規定項下的責任。客戶認可及同意，該等資料可包括有關以下各項的資料、文件或證明書：

- (a) 客戶；
- (b) 任何戶口的最終實益擁有人；
- (c) 須就發出任何指令或訂立任何交易負上最終責任的人士；
- (d) 客戶代為領取付款的任何人士；及/或
- (e) 銀行按其唯一絕對酌情權所識別與客戶有關聯的任何其他人士。

11.2 就任何外國法規定目而採用及披露資料

客戶同意，銀行可根據任何外國法規定向任何人士或政府機構（不論是否根據香港法例成立）披露客戶及/或第11.1條提述的任何人士的任何資料、文件或證明書。

11.3 離岸披露

客戶認可及同意，可向位處香港境內或境外的第三方披露資料及文件。

11.4 更改資料詳情

客戶必須就以下各項的任何更改即時以書面方式知會銀行：

- (a) 客戶資料詳情、情況、狀況，包括公民身份、住處、納稅地方、住址、電話或傳真號碼，以及電郵地址的任何更改；或
- (b) [特意留白]
- (c) 第11.1條提述的任何人士於銀行紀錄的住址或聯絡電話號碼或其他個人資料詳情。

12. 投訴、法律責任及彌償

12.1 投訴

客戶可以書面向銀行任何一間分行提出或透過銀行不時指定的任何其他渠道提交投訴。有關投訴必須清楚列明客戶的身份、客戶的賬戶號碼、客戶的地址以及投訴的具體性質。銀行將根據適用法律及時跟進並在合理時間內處理客戶的投訴。與客戶的通訊將根據客戶的語言以中文或英文發送。

12.2 法律責任及彌償的一般豁免

在適用法律允許的最大範圍內：

- (a) 對因下列情況所可能引起、或使客戶蒙受、或客戶被提出的司法程序或起訴，銀行均不須為此負上任何債務、索償、損失或損害賠償、訴求、稅務、成本、收費或支出的責任：
 - (i) 客戶未能遵循此等條款和條件及未能在與銀行進行交易時盡謹慎責任；

- (ii) 客戶就其自身或任何其他人士或此等條款和條件的事宜提供任何誤導或錯誤資料；
- (iii) 銀行以誠信執行的情況下，客戶誤會或誤解任何由電話、電子媒介或其他方式發出之指令；
- (iv) 客戶不能連接上或使用銀行提供的任何電子銀行服務；
- (v) 銀行直接或間接因任何不受其合理控制之情況或事件影響（包括設備或電腦故障、停電、網絡或電訊停止、電匯或轉賬設施出現干擾、阻斷、錯誤、延誤或損壞、或第三者拒絕或拖延採取任何行動）而未能履行任何責任或服務或採取任何行動；
- (vi) 不受銀行控制的任何原因或理由，包括但不限於遵守任何法例、法規、守則、法令、法院凍結令、通知、指引、指令或應公眾或監管或政府部門的要求或由於任何徵費、稅項、禁運令、暫緩、外匯限制或政府或其他部門的其他行為，郵遞的任何遺失及失誤或任何交易所、同業公會、市場或結算所的其他罷市、收市或暫停買賣、任何天災、火災、水災、霜凍、颱風、爆炸或不可抗力事件。除非該等損失或損毀是合理地可預期的及直接由於(1)由任何第三者（包括任何客戶的僱員、代理人或傭工）假冒或欺詐所提出的未經授權交易，而銀行未能就此交易使用合理的管理及技能；(2)由任何銀行的僱員、代理人或傭工假冒或欺詐導致的未經授權交易；或(3)由銀行或其任何僱員、代理人或傭工的故意不當行為或疏忽所造成的其他未經授權交易。
 - (aa) 銀行概不對於任何第三方社交媒體渠道或平台上發布的任何內容承擔任何法律責任，包括銀行任何員工、代理人或僱員發布的貼文或訊息，除非有關內容已獲得銀行正式批准。銀行無法控制任何非官方或未經批准的內容，包括但不限於銀行的員工在任何第三方社交媒體渠道或平台上傳達的任何社交媒體訊息，因此對其準確性、完整性或合適性不作任何闡述。
 - (b) 客戶須賠償銀行、其管理人員、僱員及銀行委派的其他人士因客戶持有銀行戶口、與銀行戶口進行交易、或銀行執行客戶要求的支付金錢交易、或銀行提供的服務，及/或銀行根據此等條款和條件行使其權力及權利而可能引致的一切法律行動、訴訟、法律程序、債務、索償、訴求、損失或損害賠償、稅務費用及任何銀行因此而合理引起的成本或支出（包括利息、佣金和法律費用），除非該等債務、索償、費用、損害賠償、支出、訴訟或司法程序直接因銀行的管理人員、僱員或代理人員的疏忽或故意犯錯造成。

12.3 無間接損害賠償

如發現銀行對其任何行為或遺漏、疏忽或過失需要負責，其責任只限於直接損失或實際損害的數額或有關交易數額兩者之較少者。銀行毋須對由於該等行為，遺漏、疏忽或過失引致的任何收益損失或任何特殊、間接或非直接的損失或損害負責。

12.4 代理人

銀行可指定其認為適當的代理人履行與客戶與銀行進行的任何業務相關的職責，並在其認為適當時將任何文件或物品轉交予代理人。在適用法律允許的最大範圍內，銀行概不對任何有關代理人的過失或任何不當行為、遺漏、延誤、違約或償付能力承擔任何法律責任，除非銀行已明確授權則另作別論。

13. 合併、留置權和抵銷

13.1 合併和抵銷

銀行可隨時及在毋須預先通知的情況下，組合或合併所有 或任何客戶的戶口（不論戶口屬於任何類別、任何地方、不論戶口是否以客戶個人或與其他人聯名名義管有，是否需要通知以及不論該任何戶口中的任何款項當時是否到期應付），及抵銷、扣除、提款、運用及/或轉移其總額並存入一個或多個戶口內以滿足客戶對銀行的其他戶口或任何有關的客戶的義務及責任，不論該義務及/或責任是否屬於現在的或將來的，真實的或可能發生的，基本的或附屬性的，多項的或共同的，有抵押的或沒有可抵押的，及不論客戶以任何身份拖欠銀行的所有義務及責任。若組合、合併、抵銷、扣除、提款、申請或轉賬涉及由一種貨幣兌換至另一種貨幣時，該外幣兌換將以當時於相關的外幣交易市場的即時外幣兌換率為準（由銀行最後決定）。如屬聯名戶口，銀行可行使此條款和條件賦予的權利，運用該聯名戶口之結餘以符合一個或多個客戶在銀行的義務及責任。在適用的情況下，銀行應在不違反適用法律且不損害銀行對客戶在銀行持有的資金的所有合法債權的情況下，在擬行使銀行根據本第13條所享有的權利之前向客戶發出有關通知（例如於催收信中）。銀行應在行使其根據本第13條所享有的權利後於可行的情況下儘快向客戶發出通知。

13.2 留置權

客戶授權銀行就銀行接管或控制的客戶所有資產（不管該資產因託管或任何理由由銀行接管或控制及是否與一般性的銀行業務往來相關）行使留置權，銀行有權變賣該資產，如有需要，更可使用其淨收入以償還客戶對銀行應履行的義務及/或責任。

13.3 其他權利

銀行於第13項條文下的權利是額外及沒有損害任何由法律授予銀行的留置權或其他權力。銀行的權力適用於所有客戶對銀行的債務，無論該債務或其他部份是由任何戶口或以任何形式出現。

14. 修改

銀行可自行決定更改、修改、刪除或取代本條款和條件的任何條款或條件，或者採納新訂的條款和條件和/或其他規則，並在任何有關變更生效之前（「生效日期」）向客戶發出合理通知。若客戶（包括任何獲授權人士）於生效日期當日或之後繼續操作戶口或維持使用或使用服務，則有關變更應被視為自生效日期起納入本條款與條件，並對客戶具有約束力。銀行將在本條款和條件的任何影響費用和收費或客戶責任或義務的變更生效之前提前三十(30)天向客戶發出通知，但對第2A.4條所載的透支以及附件四乙部第9條所載的銀行卡所作的變更則除外。

有關通知將以書面、透過結單插入、戶口結單中的訊息、電子郵件、推送通知、在銀行網站上發布、展示或廣告的方式或銀行認為適當且有效的其他通知方式發出。

15. 個人資料保障

15.1 資料的提供

為了讓銀行能夠考慮是否向客戶提供或是否繼續向客戶提供任何戶口或服務和/或遵守香港或其他地方的任何適用法律或法院命令和/或為了偵測、報告和防止已知或可疑的欺詐行為、刑事犯罪和/或非法活動，銀行可能會要求客戶不時向銀行提供有關以下各項的資料、文件或證明：

- (a) 客戶；
- (b) 任何戶口或服務的最終實益擁有人；
- (c) 最終負責發出任何指示或進行任何交易或獲取任何服務的人士；
- (d) 客戶代表其收款的任何人士；及/或
- (e) 銀行按其唯一及絕對酌情權確定的任何其他與客戶有關聯的人士（包括但不限於交易對手和相關各方的交易和資料），

（包括《個人資料（私隱）條例》（香港法例第486章）所定義的個人資料（「個人資料」））（統稱為「資料」）。未能向銀行提供有關資料可能會導致銀行無法向客戶提供或繼續提供有關戶口或服務和/或遵守香港或其他地方的任何適用法律或法院命令和銀行業慣例。客戶聲明並保證所有該等資料準確無誤，並承諾若客戶先前向銀行提供的任何資料有所變更或變得不準確或不正確，則立即以書面形式通知銀行，並附上銀行所要求證明或支持該等變更的相關文件。若資料涉及任何其他人士，客戶聲明並保證客戶已獲得所有必要的同意以(i)向銀行提供有關資料；(ii)根據本條款和條件就有關資料進行和/或根據本條款和條件擬就有關資料進行任何披露、轉移、查閱和/或共享；(iii)及代表該人提供所有必要的同意。

15.2 披露

客戶同意銀行可以披露客戶的資料以及與客戶和/或第15.1條中提及的任何人士有關的任何其他資料、文件或證明（包括客戶於銀行開立的任何戶口或與銀行進行的

任何交易的狀態或與客戶或客戶與銀行進行的交易或業務往來有關的任何其他資料），無論是否透過維持任何戶口而取得，（若《中華人民共和國個人信息保護法》（「**個人信息保護法**」）適用於銀行對客戶資料的處理和/或使用並要求獲得客戶單獨同意的，上述披露須經客戶單獨同意）：

- (a) 建行集團的任何其他成員公司；
- (b) 銀行或建行集團任何其他成員公司或銀行全部或部分業務或股份的任何實際或潛在承讓人、受轉人或繼任人；
- (c) 銀行對客戶的任何權利或義務的任何實際或潛在承讓人、受轉人或參與人（包括銀行對客戶的任何權利的押記、轉讓或其他擔保或抵押品的實際或擬議接受人）；
- (d) 銀行的專業顧問和代理人以及向銀行提供服務的任何其他人士（無論是否為建行集團成員公司，包括任何法律顧問、審計師、收債機構、信貸諮詢機構、評級機構、保險公司或保險經紀、直接或間接的信貸保護提供者或承包商）；
- (e) 為客戶對銀行的義務提供保證、彌償、擔保或其他信貸支持的任何實際或潛在提供者；
- (f) 與客戶進行或擬議與客戶進行業務往來的任何金融機構或收單行；
- (g) 任何訴訟、仲裁、調查或監管法律程序或程序所要求範圍內的任何人士；
- (h) 建行集團任何成員公司根據其預期需遵守的香港或其他地方的任何適用法律或法院命令須向其披露該等資料（並以該範圍為限）的任何人士，包括任何外國法規定下要求向其披露的任何政府機關（無論是否根據香港法律設立）；
- (i) 對銀行負有保密責任的任何人士（包括已承諾對該等資料保密的建行集團成員公司）；
- (j) 向出票人提供已付支票副本（可能包含收款人資料）的付款銀行；
- (k) 向客戶戶口存入任何款項的任何人士（透過提供存款確認單的副本，當中可能包含客戶的姓名和/或戶口詳情）；
- (l) （在遵守銀行在任何結單、通函、通知或其他文件中不時通知有關客戶的關於將個人資料用於促銷和營銷目的的政策以及銀行遵守適用法律的情況下）提供或銷售以下服務和產品的經選定人士（銀行未必可以從中獲得報酬）：
 - (i) 銀行、金融、保險、證券和投資、信用卡或其他銀行卡和/或類似的服務和產品；
 - (ii) 獎勵、忠誠或禮遇計劃以及相關服務和產品；
 - (iii) 銀行的聯營品牌合作夥伴提供的服務和產品；
- (m) 經客戶同意的任何其他人士（在每種情況下不論在香港或其他地方）；及/或
- (n) 任何資料共享平台、系統和/或工具和/或任何其他欺詐資料共享措施，可由可以登入上述平台、系統、工具和/或措施（可被單獨地或與其他資料和

文件一併登入）的監管機構、其他權力機關、銀行和其他金融機構登入及使用，用以偵測、報告和預防已知或可疑的欺詐行為、刑事犯罪和/或非法活動）。

在不影響上述規定的情況下，客戶知悉銀行有權根據銀行認為適當的條款和條件將銀行的銀行業務或其他業務的任何部分外包或分包予建行集團的任何其他成員公司或第三方（在每種情況下無論是否於香港進行），且在銀行認為有必要或適當的情況下，銀行可以將該等資料、詳情或資訊轉移予任何服務提供者（無論該服務提供者是否為建行集團的成員公司及是否在香港境內或境外），以進行資料處理或向銀行或代表銀行向客戶提供任何服務。

此外，客戶同意銀行因應任何銀行、金融機構、獲認可的信貸諮詢或信貸查詢代理人和/或其他人士的要求，提供有關其戶口的狀態報告和銀行資信證明。

銀行已根據本第 15 條向其披露客戶資料的每名人士亦可以根據其預期需遵守的香港或其他地方的任何適用法律或法院命令的要求披露有關資料。

15.3 個人資料的使用

個人資料將用於考慮客戶的要求，並且在銀行同意提供或繼續提供相關戶口或服務的情況下，個人資料以及與銀行進行的交易或業務往來有關的所有資料將用於有關以下各項的用途：向客戶提供有關戶口或服務和/或銀行和建行集團任何其他成員公司遵守任何適用法律或法院命令、自願守則、任何香港境內或境外或其他地方的法律、監管、政府、稅務、執法或其他機構或金融服務提供者的自我監管或行業組織或協會提供或發布的任何指引、準則或要求和/或為了偵測、報告和/或防止已知或可疑的欺詐行為、刑事犯罪和/或非法活動。銀行將出於以下任何及所有目的使用個人資料及於或向第 15.2 條所列的所有該等人士（包括建行集團的任何成員公司以及任何服務或資料提供商，無論是在建行集團以內或以外披露、轉移（無論於香港境內或境外進行）及/或交換個人資料：

- (a) 與有關戶口和/或服務有關和/或與出於任何目的（無論是否旨在對客戶採取任何不利行動）就個人資料與銀行所管有關客戶的其他個人資料進行匹配有關的目的；
- (b) 與向其他金融機構或其他人士提供客戶的銀行征信資料有關的目的；
- (c) 與對任何信貸諮詢機構、信貸查詢機構或其他人士進行的任何檢查有關（包括在申請任何信貸融資時或在定期檢討或續批有關融資時）的目的；
- (d) 與履行或符合銀行或建行集團任何成員公司的義務、規定或安排以遵守香港境內或境外的現行及日後頒布的任何法律、法規、判決、法院命令、制裁制度或國際準則有關或與上述任何法律、法規、判決、法院命令、制裁制度或國際準則有關的目的；和/或

- (e) 任何其他目的以及根據銀行不時向客戶提供的任何結單、通函、通知或其他條款和條件（其條款應被視為本條款和條件的必要部分）所載的銀行一般個人資料披露政策向有關人士進行個人資料的使用、披露、轉移或交換。

客戶有權要求查閱和更正任何個人資料，或者反對將其個人資料用於直接營銷目的。任何有關要求均可以書面提出，並按照銀行不時指定的地址和號碼發送予銀行的資料保護主任。銀行將會遵守有關要求，除非根據銀行預期需遵守的香港或其他地方的任何適用法律或法院命令，銀行可能或必須拒絕如此行事，則另作別論。

15.4 有關《個人資料（私隱）條例》的客戶通知

本條款和條件須以向客戶提供且明確納入本條款和條件的「有關《個人資料（私隱）條例》的客戶通知」（「**資料私隱通知**」）（由銀行不時更新及補充）作為補充。

15.A. 反洗錢義務等

客戶知悉並同意，銀行及建行集團任何其他成員公司均須按照香港及其他司法管轄區的適用法律（包括反洗錢、反恐怖分子融資、制裁及反逃稅相關法律及法規）行事。客戶同意，銀行可採取並可指示建行集團的任何其他成員公司（或可由建行集團的任何其他成員公司指示）採取其或建行集團的該其他成員公司按其酌情權認為與有關適用法律相關的任何適當行動。有關行動可能包括：

- (a) 攔截並調查透過銀行或建行集團任何其他成員公司的系統發送予客戶、由客戶發送或代表客戶發送的任何支付訊息和其他資料或通訊；
- (b) 延遲或阻止或拒絕支付任何款項；
- (c) 進一步查詢以確定受制裁人士的姓名是否確實指該人；及
- (d) 根據適用法律的要求，向任何執法實體、監管機構或法院披露有關客戶的任何資料。

在適用法律允許的最大範圍內，銀行或建行集團的任何其他成員公司均不對任何人因或就任何有關行為、延遲、阻止或無法進行任何付款或銀行行使其於本第 15A 條項下的權利而遭受的任何損失或損害（無論是任何直接或間接的損失或損害，包括利潤或利息損失）承擔任何法律責任。在若干情況下，銀行的行為可能會阻止或延遲對若干資料的處理。銀行或建行集團的任何其他成員公司均不保證銀行系統上與支付訊息相關的任何資料或有關行為所涉及的其他資料或通訊在有關行為發生期間被查閱時屬正確或最新。

16. 通知

- 16.1 就銀行需要向客戶發出的任何通知、要求或其他通訊而言，有關通知、要求或通訊可以書面形式發送至銀行最後所知的客戶地址或透過傳真、電傳或電子郵件發送至客戶最後在銀行登記的傳真或電傳號碼或電子郵件地址而發送至客戶。書面通知、要求或其他通訊在下列情況即視為已經正式發出，並為客戶收妥：

- (a) 如專人送遞，在送遞之時；
- (b) 如以郵遞，如地址為香港，在郵寄日後的第二個營業日；如地址為香港以外，則在郵寄日後的七日；及
- (c) 如以傳真、電傳或電子郵件或其他電子方式傳送，則在發出當日。

- 16.2 所有由銀行發出並受此等條款和條件規限的戶口收費或有關服務的通知或宣佈，如按以下方式處理，即被視為已有效發出，並對客戶具約束力：

- (a) 銀行在其分行放置或展示該等通知或宣佈；或
- (b) 銀行於香港每日流通的報紙登載或展示該等通知；或
- (c) 銀行以普通郵遞方式將通知寄往於銀行紀錄的客戶地址；或
- (d) 通過銀行提供的電子銀行服務就運作的交易在銀行的網站上放置或展示該等通知，無論客戶是否收看或閱讀該等通知；或
- (e) 銀行以電郵方式將通知發送往於銀行紀錄的電郵地址；或
- (f) 銀行以短訊方式將通知發送往於銀行紀錄的手提電話號碼。

- 16.3 就客戶向銀行發送的任何通知或其他通訊而言，客戶可以使用上述第 15.1 條規定的任何方式。該通知或通訊應在銀行實際收到時視為已發出，但若該通知或通訊是在銀行正常營業時間以外收到，則該通知或通訊應視為於下一個營業日向銀行發出。

- 16.4 客戶應儘快通知銀行有關其聯繫方式（包括通訊地址、電子郵件地址、電話號碼和傳真號碼）的任何變更。

16.A. 提示和資金轉賬

- 16.A.1 本第16A條適用於下文第16A.2條中定義的提示和資金轉賬。若本第16A條與本條款和條件中的其他條文有任何不一致之處，就提示和資金轉賬而言，概以本第16A條為準。在本第16A條生效之日當日或之後進行任何資金轉賬，即表示客戶確認其已接受本第16A條並將受本第16A條約束。

- 16.A.2 根據本第16A條：

「**提示**」指資金轉賬或相關收款人或收款人戶口可能涉及欺詐行為或騙局的警告訊息。

「**反詐騙資料庫**」包括由香港警務處或香港任何其他執法機關或政府機構或監管機構營運或管理的任何反詐騙搜尋引擎和/或反欺詐資料庫（包括但不限於防騙視伏器），無論是可由一般大眾或指定實體或組織使用。

「**資金轉賬**」指客戶透過銀行不時決定的任何渠道或方式或以銀行不時確定的任何貨幣經由銀行進行的資金轉賬，有關渠道或方式包括但不限於電子銀行、電子錢包、手機銀行、自動提款機、現金存款機及銀行各分行櫃檯的其中一種或多於一種的渠道或方式，無論收款人是否

持有銀行的戶口；若上下文需要或允許，亦包括客戶向銀行發出進行資金轉賬的指示。

- (a) 客戶確認並知悉，提示旨在協助客戶在進行資金轉賬時保持警惕，以防範欺詐行為、騙局和欺騙行為。客戶不得將提示視為取代客戶保護其自身利益、金錢和資產免受欺詐或其他非法活動影響的責任。
- (b) 客戶確認並知悉，銀行：
 - (i) 並不控制反詐騙資料庫的管理、營運或任何其他方面；
 - (ii) 僅根據反詐騙資料庫不時提供的資料擬備提示；及
 - (iii) 若反詐騙資料庫中並無提供有關收款人、收款人戶口或交易的資料，則不會擬備任何與收款人、收款人戶口或交易相關的提示。

因此，銀行不會且不能保證任何反詐騙資料庫提供的資料是否完整、真實、準確和最新，以及客戶未收到提示的資金轉賬不存在欺詐成分，亦概不保證客戶收到提示的資金轉賬存在欺詐成分。除出現明顯錯誤外，有關銀行向客戶發出任何提示的銀行記錄以及客戶對是否繼續或取消任何資金轉賬所作的任何回應均具有最終效力；

- (c) 客戶確認並知悉，銀行可以其認為適當的方式擬備和發送提示。銀行應按其唯一的酌情權，在不另行通知客戶的情況下且經考慮銀行的需要以及相關人士的回饋、意見、指導或建議，不時確定和/或更改提示的內容、發送提示的渠道或方式和/或資金轉賬的貨幣。相關人士可包括但不限於香港的執法機構或其他政府組織、監管機構或行業協會。銀行可以透過電子或其他方式向客戶發送提示；
- (d) 對於客戶或任何其他人士可能因任何反詐騙資料庫中已有或被刪除的任何資料或者任何反詐騙資料庫出現或引起的任何延遲、不可用情況、干擾、故障或錯誤或者超出銀行合理控制範圍內的任何情況而招致或蒙受的任何損失、損害或開支，銀行概不承擔任何法律責任；
- (e) 對於客戶或任何其他人士因或就提示（或提示的任何延遲或不可用）或提示（或提示的任何延遲或不可用）影響資金轉賬的處理、執行或取消而可能招致或蒙受的任何類別的損失、損害或開支，銀行概不承擔任何法律責任，除非所招致或蒙受的任何損失、損害或開支是直接且合理可預見，並且是直接和僅因銀行或其管理人員、員工或代理人的重大過失或故意失責而造成，則另作別論；
- (f) 在任何情況下，銀行、其關聯公司或集團公司、其發牌人及彼等各自的管理人員、員工和代理人均不對客戶或任何其他人士就任何利潤損失或任何特殊、間接、附帶、後果性或懲罰性損失或損害（無論是否可預見或可能發生）承擔任何法律責任；
- (g) 本第16A條的任何內容均無意免豁或限制任何不得合法免除或限制的權利或法律責任；及

- (h) 客戶同意並知悉：
 - (i) 客戶有責任採取合理可行的措施來保障其自身的利益、金錢和資產免受欺詐行為或其他非法活動的影響；
 - (ii) 戶有責任檢查並確保收款人、收款人戶口、交易及交易詳情在每種情況下均真實可信；
 - (iii) 客戶應仔細考慮是否繼續或取消受提示影響的資金轉賬；及
 - (iv) 客戶對繼續或取消受提示影響的資金轉賬的決定對客戶具有約束力，且客戶應對由此產生的後果承擔全部責任。

17. 其他

17.1 並非豁免

銀行任何根據本條款和條件的作為或不作為均不影響其在本條款和條件下的權利、權力或補救措施或對該等權利、權力或補救措施的其他行使。

17.2 轉讓

未經銀行事先書面同意，客戶不得將其在本條款和條件項下的任何權利或義務轉讓或轉移予任何人士。未經客戶同意，銀行可隨時將其任何或全部權利和義務轉讓或轉移予任何人士。

17.3 業務慣例

銀行有權依據一般業務慣例及程序執行及只接納可行及合理(由銀行評定)的指示；及拒絕接受或進行任何可能對銀行造成不良影響或損害銀行利益的指示。為免爭議，銀行獲授權參與及按照有關監管經營銀行業務的機構及為銀行提供中央結算、清算及相關設備的系統的規則及章程，可是，在每個情況下，銀行不會對該機構或系統的部份操控者或管理人員的任何行為或疏忽負責任。

17.4 錄音及記錄

- (a) 銀行（或其代理人）可以（但除非香港或其他地方的適用法律或法院命令另有要求，否則並無義務）在並無事先警告或通知的情況下，以一切方式記錄所有電話對話內容及客戶（或代表客戶行事的任何人士）就銀行提供的任何戶口和/或服務發出的所有形式的指示。有關記錄為銀行的財產，而銀行可以處理有關記錄，包括在銀行認為必要的期限內保留有關記錄，並在其謹慎決定的期限後銷毀有關記錄。如有任何爭議該等記錄將被銀行視為最終及受約束之證據。
- (b) 在對與任何戶口或服務相關的任何文件進行縮微拍攝或掃描後和/或將有關文件轉換為數碼形式並將其儲存在電腦磁碟或其他電腦儲存裝置上後，銀行可自行決定隨時銷毀該等文件。銀行可在其謹慎決定的期限後銷毀有關縮微膠卷、經掃描文件或數碼記錄。銀行可自行決定應客戶要求在客戶支付銀行釐定的合理收費後在合理期限內向客戶提供影印本。

17.5 可分割性

此條款和條件的每一項條文均可被分割及獨立與其他條文分開，如根據任何適用的司法法例，當任何情況此等條款和條件的條文已屬或變成違法、無效或不可執行時，其餘條款根據此法例的合法性、有效性或可執行性，及根據其他司法法例的相關條文的合法性、有效性或可執行性均不受影響。

17.6 準據文本

此等條款之英文本為準據文本，中英文本文義若有分歧，須以英文本為準。

17.7 第三者權利

除銀行及客戶外，並無其他人士有權按《合約(第三者權利)條例》(香港法例第623章)強制執行條款和條件的任何條文，或享有條款和條件的任何條文下的利益。

17.8 證明書

就所有目的(包括任何法律程序)而言，銀行任何管理人員所簽發對於當時客戶結欠銀行或客戶須對銀行承擔的款項及責任的證明書，在並無出現明顯錯誤的情況下，應作為針對客戶的決定性證據。

17.9 資料的可靠性

除非銀行另有明確同意，透過銀行客戶服務專線、互聯網或其他電子渠道所報的利率、匯率、股價、產品資料等資料僅供參考，不具有任何約束力。適用於特定交易的實際費率或價格只能在訂立有關交易時釐定。銀行就相關交易所報的任何費率、價格和資料在被客戶或(如適用)相關獲授權人士接受後即對客戶具有約束力，不論銀行所報的費率、價格或資料有何不同。

17.10 繼承人

本條款和條件對客戶及其遺產、個人代表、破產受託人、接管人、清盤人或其他權利繼承人具有約束力。

17.11 進一步保證

客戶應銀行要求須立即簽署並交付銀行(或其代名人或代理人)可能要求的有關文件並執行銀行(或其代名人或代理人)可能要求的有關行為，以允許銀行提供戶口和服務以及實行和/或執行條款和條件，包括但不限於執行、確立和登記根據條款和條件為銀行設立的任何抵押。

18. 適用法律及司法管轄權

本條款和條件受香港之法律管限，並據此作法律詮釋。每項交易或其潛在投資或文件將根據其製作或所位處地點的司法法例以及所有有關的政府及其他監管團體及相關的條例、監管條文、指引、政策及指令所約束。客戶服從香港法院之非專屬性司法管轄權，惟此等條款可在任何具司法管轄權之法院中強制執行。

有關支票的具體條款和條件

若銀行向客戶簽發支票簿，則以下的條款和條件適用。銀行可應要求自行決定為客戶安排以銀行允許的貨幣結算的支票戶口。有關外幣相關條款，另請參閱下文附件五(外幣戶口及人民幣銀行服務的具體條款和條件)。銀行不時發布和修訂的一般條款和條件應適用於以下內容，如同該等一般條款和條件已在本附件中全文列出。

1. 簽發支票

- (a) 客戶簽發支票，只可使用銀行提供的格式支票以戶口記賬貨幣開出。
- (b) 銀行簽發的支票應只能從簽發支票的戶口開出。客戶與銀行結束任何支票戶口，必須向銀行退還或銷毀所有未使用的支票。

2. 遞交支票簿

若銀行收到新支票簿的申請並自行決定簽發支票簿，則銀行將在客戶自行承擔費用和風險(包括由此產生的披露有關客戶的任何資料的風險)的情況下透過普通郵寄、快遞或銀行認為適當的其他交付方式將所需的支票簿交付至已向銀行提供且銀行最後所知的客戶地址，除非客戶另有要求並經銀行另行同意，則另作別論。銀行概不對有關交付方式造成的任何延誤或損失承擔任何責任，除非該延誤或損失是由銀行的過失及故意不當行為直接造成，則另作別論。若客戶在其提出有關支票簿的要求之日起兩(2)週內並無通知銀行任何未收到支票簿的情況，銀行將假設客戶已收到支票簿。銀行保留其拒絕簽發支票簿的權利。

2A. 支票簿的安全

客戶應確保向其發出的所有支票簿始終保存在安全的地方並被妥為保管，以免被未經授權的人士取得或使用。當發現銀行向客戶提供的任何支票或支票簿被盜、遺失或放置於不適當的地方，或者任何支票被偽造或以欺詐、非法或任何其他未經授權的方式使用或塗改時，客戶必須立即透過電話通知銀行(並隨後發出書面通知)。若銀行在收到該通知，並且有合理機會根據該通知行事之前兌現任何支票，則銀行概不承擔任何責任，而銀行可以從客戶的戶口中扣除所支付的金額。客戶應就因銀行向客戶簽發的任何支票的任何遺失、捏改、偽造、塗改或未經授權使用而引起的任何後果以及任何第三方由此向銀行提出的任何申索，向銀行進行全額彌償並使銀行免受損失。

3. 處理支票簿的方式

- (a) 客戶收到支票簿時，應仔細計算支票的數目，並檢查支票簿的序號及當中所印的客戶戶口號碼和姓名，以確保準確。若有任何不符，客戶應立即通知銀行。客戶不可撤銷地同意受銀行向客戶簽發的支票簿內不時所印的條款和條件約束。

- (b) [特意留白]
- (c) [特意留白]
- (d) 支票簿屬銀行的財產，應在銀行要求時立即歸還予銀行。若客戶不再使用向其簽發的任何支票簿或客戶的戶口已經關閉，客戶應儘快將支票簿歸還予銀行。

4. 簽發支票的方式

- (a) [特意留白]
- (b) [特意留白]
- (c) [特意留白]
- (d) 支票簿只能由姓名顯示在支票上的客戶使用（而有關支票只能從簽發支票的銀行分行提款）。
- (e) 在簽發任何支票之前，客戶應確保開出支票的支票戶口中有足夠的資金。若相關支票戶口中的資金不足，銀行保留拒絕兌現並退回有關支票的權利，並對每張被拒絕兌現和退回的支票收取服務費。銀行或可以自行決定（但並無義務）兌現有關支票並允許客戶的支票戶口透支。
- (f) 在簽發支票時，客戶應謹慎確保其正確性，並不得以任何可能導致支票被塗改或可能促使欺詐或偽造行為的方法和/或方式簽發支票。應使用深色且不可擦除的墨水或原子筆以英文或中文清晰填寫文字和數字金額，並應由客戶或其獲授權人士以其在銀行登記的相關簽署式樣進行簽署。在支票空白處上填寫文字和數字金額時應盡可能互靠近，並盡可能靠近左側邊距，以使不可能在不被立即覺察的情況下添加或修改任何有關文字或數字。若以文字表示金額，應於該段文字後立即劃上一條線或添加“整”的字樣。客戶只能以阿拉伯數字填寫數字，而數字和文字應盡可能以清晰及簡單的方式填寫。
- (g) 客戶不應預先簽署空白支票。
- (h) 為避免出現欺詐行為，客戶不應簽發經預先簽署的空白支票或未完成填寫的支票。
- (i) 支票的任何修改均應清晰明確地填寫，以便易於發現。支票上的所有修改必須由客戶或獲授權人士的完整簽署確認，而該簽署須與在銀行登記的相關簽署式樣一致，並盡可能靠近有關修改的位置。若支票上的修改並未以上述方式確認，銀行可以（在不承擔或招致任何法律責任的情況下）拒絕兌現支票。尤其是，在不限制上述規定的一般性的情況下，銀行不會接受使用縮寫和簡稱的支票，因為有關支票易被修改。客戶知悉，對於因或就不易發現的任何篡改而導致的任何損失、損害、費用或收費，銀行概不承擔任何法律責任。若支票金額有誤，銀行建議客戶取消支票並簽發一張新支票。
- (j) 為安全起見，客戶應在支票正面劃上兩條平行斜線“//”及劃去“給持票人”的字樣。劃線支票只能透過銀行戶口支付，記名支票的支付對象僅為支票

收款人或支票收款人背書支付的人士，而不記名支票則猶如現金一樣，可以支付予任何持票人。

- (k) 銀行可以在不承擔或招致任何法律責任的情況下，拒絕兌現和/或退回所有並未按照條款和條件正確填寫的支票，並對每張被拒絕兌現和/或退回的支票收取服務費或銀行可能不時規定的其他金額。

5. 郵寄支票

以郵寄或其他方式發送的所有支票，均應加劃線並刪去“或持票人”字樣，使之只可通過銀行戶口兌付。如果所發送的支票為入賬支票，應附函對銀行作出詳細指示。

6. 停止支付

- (a) 如客戶欲取消、撤回或停止支付任何一張支票，必須向銀行發出完整的指示使銀行可完全識別該支票，同時必須附上銀行進一步要求的文件。上述指示應以書面形式發出（或以口頭形式發出，然後在二十四(24)小時內以書面形式確認），並應包括（連同銀行不時要求的其他資料）：
 - (i) 支票號碼；
 - (ii) 支票簽發日期；
 - (iii) 收款人名稱；及
 - (iv) 金額。

銀行將僅在有關指示的詳情與所承兌的支票的詳情絕對一致且該支票尚未被兌現、轉讓或存入（或透過任何其他銀行存入）銀行的另一個戶口時才會接受有關指示。在根據取消、撤回或停止支付支票的指示行事時，銀行並無義務核實該支票的狀況。客戶就有關指示應付的費用列於銀行現行的標準費用表。無論該指示是否被成功執行，銀行均可以從客戶的戶口中扣除有關收費。銀行可以將客戶開出的支票標為「有效支付」給另一間銀行，並立即從客戶的戶口中扣除該支票所示的金額。此後，有關支票將不得被止付。

- (b) 客戶同意：
 - (i) 補償銀行因兌付或拒付支票而可能合理地引起或讓銀行承擔的合理金額的損失；
 - (ii) 銀行不須對未有執行客戶指示承擔責任，除非未執行指示是由於銀行任何管理人員、僱員或代理人的疏忽或有意行為不當所導致；
 - (iii) 如果支票已被收回或銷毀，或需取消停止支付指示時，儘快以書面或任何銀行接受的方式通知銀行；及
 - (iv) 支票簽發日期六(6)個月後該指示即告自動取消。

7. 責任

- (a) 客戶確認，如果客戶未遵守此等條款和條件和在保管及使用支票以及一般使用戶口時不謹慎而蒙受任何損失，銀行不須承擔責任。
- (b) 銀行無義務承兌任何過期支票（即已開出超過六(6)個月或超過其他慣例規定期限的支票）、任何期票或任何過期、有污損、填寫有誤或塗改後未經客

戶全簽確認的支票。如果銀行在其主管人員、僱員或代理人並無疏忽或有意行為不當的情況下承兌上述任何支票，銀行不須因此而對客戶承擔任何責任。

- (c) 若支票被不正確地填寫、在未經授權的情況下被修改、過期或屬遠期，銀行保留將其退回收款人並根據銀行現行的標準費用表收費的權利。於關閉支票戶口後呈列的支票將會被退回。

8. 服務費

- (a) 銀行因客戶戶口存款不足，或因支票票面上出現不合常規而拒付客戶所開的支票時，銀行可按所定收費收取服務費。
- (b) 銀行可能在適當時可於個別支票戶口收取所有退回支票的手續費。該手續費根據銀行不時釐定的基準及以該支票戶口所支付超過有關機構不時為該戶口設定的每日上限的總金額計算。

9. 提款及支付

- (a) 銀行保留其權利，酌情於任何時間以下述任何方式滿足支票戶口的提款要求：
- (i) 電匯傳送；
 - (ii) 現鈔付款；
 - (iii) 簽發銀行本票或即期匯票；或
 - (iv) 如從外幣戶口提款時，銀行簽發一張以該貨幣為單位、可向該貨幣所屬國家的銀行提款，並受該國的法律、法規及其政府的措施和限制所規限的支票；或按付款時的銀行買入價，將該等外幣結算成等值的港元，並以港元支付。
- (b) 任何由外幣戶口以該外幣的現鈔提款均限於提款時該外幣的供應量。
- (c) 若在任何一天內呈列多於一張的支票，銀行有權自行決定付款次序，且銀行概不承擔任何與該決定相關的法律責任。

10. 支票結算方式

- (a) 銀行可自行決定在進行縮微拍攝後銷毀與任何客戶的任何戶口相關的任何支票、匯票或其他文件。由客戶所開出並已獲支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留。保留期為與結算所操作有關的規則所列明的期間，而在該期間屆滿之後，代收銀行或香港銀行同業結算有限公司（視屬何情況而定）可銷毀該等支票；及
- (b) 銀行獲授權按照上述(a)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。
- (c) 銀行可向要求提供已獲支付支票實物正本或副本的客戶，按所定收費收取服務費。
- (d) 銀行不須承擔任何無法出示已獲支付支票實物正本或副本之責任，更不能控制檢索支票所需之時間。

儲蓄戶口和定期存款戶口(包括「零存進富儲蓄計劃」戶口)的具體條款和條件

甲. 一般條款

以下的條款和條件適用於銀行向其客戶提供的任何貨幣的儲蓄戶口(結單或存摺儲蓄)和定期存款戶口(包括「零存進富儲蓄計劃」戶口)及有關服務。除本附件甲部的條款外，「零存進富儲蓄計劃」戶口亦需依從列明於此條款和條件內附件丙部適用的附加條文(凡文意所需之處)，若附件甲部、乙部及丙部的條文出現分歧，以本附件丙部為準。銀行不時制定及修訂的“一般條款和條件”適用於下述情況，如同該等一般條款和條件已在本附件中全文列出。

1. 提款和付款

- (a) 客戶可於銀行正常營業時間內在銀行的任何香港分行的櫃檯完成銀行要求的適當提款程序後以銀行規定的任何其他方式出示銀行信納的身份證明和/或授權書連同戶口卡或存摺簿，從客戶的任何儲蓄戶口或定期存款戶口提款。
- (b) 銀行保留其權利，酌情在任何時候以下述任何一種方式滿足提款要求：
- (i) 電匯傳送；
 - (ii) 現鈔付款；
 - (iii) 簽發銀行本票或即期匯票；或
 - (iv) 如從外幣戶口提款，銀行簽發一張以該貨幣為單位、可向該貨幣所屬國家的銀行提款，並受該國的法律、法規及其政府的措施和限制所規限的支票；或按付款時銀行的現行買入價將該等外幣結算成等值的港元，並以港元支付。
- (c) 任何由外幣戶口以該外幣的現鈔提款均限於提款時該外幣的供應量。
- (d) 銀行支付款項予提交聲稱已由客戶授權簽署或蓋章的存摺簿或提款單的提款人，應相當於向客戶本人付款，並免除銀行對客戶或任何其他方面的所有責任。

1A. 最低結餘要求

銀行有權對客戶持有的各個儲蓄戶口和定期存款戶口規定最低和最高結餘要求，以及在不遵守有關要求的情況下應支付的費用及收費或其他後果。

2. 利息

- (a) 儲蓄戶口的利息將按戶口結餘計算。利息每日累計並按銀行不時釐定及規定的利率及時間計算，而累計利息將每月或銀行不時釐定及規定的其他時間(或會於非營業日內執行)存入該儲蓄戶口或從該儲蓄戶口扣除(如負利息適用於該類型的存款)。每日利息將按照銀行對有關貨幣的慣例

計算，港元、英磅或新加坡元以每年（包括閏年）365日計算利息；而任何其他貨幣，則以每年360日（或銀行不時釐定及規定的任何其他基準）計算利息。如果賬戶在存入或扣除利息當日之前結束，銀行支付或扣除的利息將截至上一個結息月份或當月任何一個由銀行按其絕對的酌情權釐定的日期為止計算。如該利息應由客戶向銀行繳付，銀行有權從任何戶口扣除該負利息，如任何利息扣除使相關戶口出現透支的情況（如適用），客戶有責任應銀行要求以銀行釐定和規定的利率向銀行償還欠款以及有關欠款產生的任何費用和利息。

- (b) 定期存款(包括但不限於「零存進富儲蓄計劃」)的利息在整個存款期內固定不變，並在到期日向客戶支付（經銀行書面協定的特別安排則除外）。適用於定期存款的條款詳情將在開立定期存款時或按要求向客戶提供。

3. 收費

客戶向外幣戶口存入外幣現鈔、支票、匯票、付款憑單或其他款項票據，銀行可按其面額計算及收取管理費。

4. 起存額及其後存款

- (a) 客戶應按銀行不時規定的起存額向銀行存入款項。
(b) 定期存款戶口及其他銀行指定之戶口的其後每次存款、轉賬或提款，應符合銀行不時規定的最低額。

5. 存摺服務

客戶同意不時應銀行要求向銀行出示存摺補記賬項及核對和/或審查存摺內所記的記項及戶口結餘是否正確無誤。

6. 結單儲蓄戶口

本第6條的以下額外條文適用於結單儲蓄戶口：

- (a) 除非另有要求，否則銀行將定期向客戶發送戶口結單。客戶應檢查所收到的各份戶口結單，並根據一般條款和條件第4.3條將任何錯誤或差異通知銀行。
(b) 除非銀行書面同意，否則銀行並不提供保留結單/郵件的服務。銀行可能會就有關服務額外收費。

乙. 定期存款戶口補充條款和條件

以下之條款和條件適用於客戶於銀行開立及/或維持的定期存款戶口。銀行可應要求自行決定為客戶安排以銀行允許的貨幣結算的定期存款戶口。有關外幣相關規定，另請參閱下文附件五（外幣戶口及人民幣銀行服務的具體條款和條件）。

1. 到期存款

- (a) 於定期存款到期時，銀行將按當時持有的任何指示處理該定期存款的本金加利息，而該指示要求有關本金加利息：
(i) 就該等本金及利息或僅就該本金續存，續存

期限可和存款期限相同或不同；

- (ii) 全部或部分存入於銀行開立的一個或多個儲蓄或支票戶口；或
(iii) 按指示以銀行協定的其他方式處理；以及
(iv) 在並無上述任何指示的情況下，於客戶提款（須受限於銀行在一般條款和條件項下的權利）之前存入銀行自行決定的戶口。
(b) 客戶應在定期存款到期前至少一(1)個營業日以書面或銀行可接受的任何其他形式向銀行提供續存或處理指示。除非客戶進行續存，否則定期存款到期日後不會再產生應付利息。於每次續存定期存款時，銀行均會向客戶發出續存確認書。若客戶發出有關定期存款的自動續存指示，到期日的現行利率將會適用於下一個存款期。若銀行在到期日之前並無收到任何續存或處理指示，銀行可以（但並無義務）自動按當時適用的利率和相同的存款期續存定期存款（連同其應計利息）。

1A. 定期存款

- (a) 存入銀行的定期存款將以同期存款收據、確認書或通知書作為證明。有關存款收據、確認書或通知書僅是相關存款的證據，並非所有權憑證，且不得被質押、押記或以其他方式設置抵押。
(b) 定期存款只能按照銀行不時釐定的貨幣、最低起存額及固定的存款期存入。

2. 非營業日

如果存款到期日並非營業日，應於下一營業日向客戶支付該存款，而利息應計至該日（但不包括該日的利息）。

3. 到期前提款或提取部份金額

定期存款不得在到期日之前的任何時間提取。銀行可行使酌情權允許客戶於定期存款到期前提取全部或部份金額，同時，銀行可以：

- (a) 就提前提取的定期存款（或其相關部分）不支付利息、扣除任何已支付的利息或支付已扣減的利息；和/或
(b) 收取銀行認為適當的收費和/或加設其他條款和條件。

4. 存款保障

客戶知悉並同意，存款期限超過五(5)年的定期存款不屬於香港存款保障計劃下的受保障存款。

丙. 「零存進富儲蓄計劃」補充條款和條件

以下條款和條件適用於客戶於銀行開立或維持的「零存進富儲蓄計劃」戶口。

1. 存款金額及分期存款

- (a) 客戶於開立及/或維持「零存進富儲蓄計劃」戶口時需存入不少於由銀行不時指定的金額的最低起存金額，並維持每月存入不少於由銀行不時指定

的金額的最低每月分期存款。及後的所有分期存款必須：

- (i) 以直接繳款授權方式由客戶於銀行開立的戶口直接授權繳款；或
 - (ii) 如戶口被指定用於以港元以外的貨幣結算的「零存進富儲蓄計劃」，客戶可以現金、本票或支票於銀行任何一間分行繳款。銀行有權徵收直接授權繳款安排之相關費用及從客戶相關之戶口內扣除此費用。如直接繳款指示將會於非營業日收到，該繳款將會在隨後的營業日生效。
- (b) 如支付存款、分期供款或到期本利發放或其他情況下需兌換貨幣，兌換金額將不能超過銀行不時規定的每日或每筆交易限額(如有)，並將視乎所需幣種的供應量，而兌換價須按兌換當時銀行提供的匯率計算。銀行保留其獨有酌情權接受或拒絕客戶任何貨幣兌換的要求，而對因銀行拒絕接受兌換要求而導致客戶蒙受的任何損失或損害，銀行均不須負任何責任。除非銀行與客戶另有協議，客戶須支付銀行有關貨幣兌換的任何服務收費及銀行的支出，而銀行有權從客戶存入/提取的款項中扣除有關費用。

2. 存款期

「零存進富儲蓄計劃」的存款期分別為由銀行向客戶不時指定的固定存款期。客戶可從該等指定的存款期任擇其一作為其「零存進富儲蓄計劃」的存款期。

3. 利率

- (a) 「零存進富儲蓄計劃」之適用利率在存款期內固定不變，並於開立「零存進富儲蓄計劃」戶口時由銀行訂定。
- (b) 「零存進富儲蓄計劃」的利息每月複息計算，並僅可於存款到期日連本金一併提取。

4. 違約（只適用於及「零存進富儲蓄計劃」）

如客戶於經指定的每月分期付款日期未能如期存款，該期存款將不獲發息，直至存款收妥為止。存款必須於下一個經指定的每月分期付款日期前繳付，否則將不被銀行接納。如連續兩(2)期(或銀行不時指定的其他存款期)未能按期收到客戶存款，客戶的「零存進富儲蓄計劃」戶口中結餘於餘下期限內的利息將以銀行不時規定的普通儲蓄利率累計。

5. 提早結束戶口及提取部份款項

- (a) 受限於本附件二下述丙部第 5(b) 條，如開戶三(3)個月（或由銀行不時指定的其他時限）內取消「零存進富儲蓄計劃」戶口，「零存進富儲蓄計劃」將不獲發息，客戶並需繳付終止服務手續費或其他由銀行決定的費用。開戶三個月（或由銀行不時指定的其他時限）後但在存款到期日前取

消「零存進富儲蓄計劃」戶口，「零存進富儲蓄計劃」全數之利息將以下列兩利率之較低者計算：
(i)開立戶口時之普通儲蓄利率或(ii)取消戶口當日之普通儲蓄利率。

- (b) 「零存進富儲蓄計劃」不可在到期之前提款。任何到期前提款須經銀行酌情批准及遵守銀行所同意的條款，同時，銀行可以：
 - (i) 收取費用；
 - (ii) 收回在餘下存款期內從市場獲取資金的額外費用（如有），並在市場資金短缺時彌補銀行的損失；和/或
 - (iii) 沒收存款的全部或部份已累積的應計利息。

「私人財富」/「貴賓理財」/「智選理財」服務的具體條款和條件

「私人財富」/「貴賓理財」/「智選理財」服務條款和條件，詳情請參閱 www.asia.ccb.com 或「私人財富」/「貴賓理財」/「智選理財」客戶指南。

銀行不時制定及修訂的一般條款和條件適用於中國建設銀行(亞洲)「私人財富」/「貴賓理財」/「智選理財」服務，如同該等一般條款和條件已在本附件中全文列出。

電子理財服務的具體條款和條件

以下的條款和條件適用於銀行向其客戶提供的電子理財服務，而客戶希望使用銀行的電子理財服務並已填妥並簽署戶口申請表。銀行不時制定及修訂的一般條款和條件適用於下述情況，如同該等一般條款和條件已在本附件中全文列出。

甲. 電子理財服務的一般規定

1. 定義

「**戶口申請表**」指客戶向銀行提供其客戶資料並更具體地表明其希望使用電子理財服務並同意受電子理財服務的具體條款和條件約束的表格。

「**自動櫃員機**」指自動櫃員機。

「**自動櫃員機卡**」指由銀行發出的銀聯雙幣卡及陸港通龍卡。

「**自動櫃員機卡交易**」指使用自動櫃員機卡進行的提款、轉賬、付賬、結餘查詢或其他獲准許的交易。

「**環球迅匯卡**」指發給受益人名下的環球迅匯卡或銀聯環球迅匯卡。

「**環球迅匯卡交易**」指使用環球迅匯卡進行的提款、結餘查詢或其他獲准許的交易。

「**環球迅匯服務**」指銀行為任何擬定進行或實際進行的環球迅匯卡交易所提供的任何設施或服務。

「**自動櫃員機服務**」指銀行為任何擬定進行或實際進行的自動櫃員機卡交易所提供的任何設施或服務。

「**受益人**」指客戶為進行環球迅匯卡交易而指定為「受益人」的人士。

「**受益人戶口**」指客戶為進行環球迅匯卡交易而在銀行開立並指定為「受益人戶口」的客戶戶口。

「**銀行卡**」指自動櫃員機卡或環球迅匯卡，兩者合稱「銀行卡」。

「**電腦系統**」指進入電子理財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。

「**客戶名稱**」指用來進行電子理財服務交易的登入名稱。

「**特定貨幣**」指用以釐定銀行卡戶口結餘的貨幣。

「**電子理財指示**」指客戶以透過電子理財服務發出的指示。

「**電子理財服務**」指銀行通過任何方式向其客戶提供的任何銀行服務使客戶可透過自動櫃員機、電腦系統、電話或由其他銀行不時規定可連接銀行系統之裝置向銀行取得資料、發出指示及進行交易，包括但不限於自動櫃員機服務及網上銀行服務。

「**電子理財交易**」指銀行根據電子理財服務指示進行的交易。

「**基本戶口**」指客戶為進行環球迅匯卡交易而在銀行開立並指定為「基本戶口」的客戶戶口。

「**銀行流動應用程式**」指銀行不時指定的流動應用程式軟件。

「**網上銀行服務**」指銀行透過其網站及/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。

「**私人密碼**」指銀行提供給客戶或由客戶自選之個人識

別密碼/號碼，用來使用電子理財服務。

「**保安編碼**」指於有關時間由保安編碼器自動計算和顯示的或向指定流動電話號碼發出之一次性密碼，以用作使用銀行不時指定的某類電子理財服務。

「**保安編碼器**」指銀行根據客戶要求所提供給客戶用來計算及顯示保安編碼的電子儀器。

2. 服務範圍、限額及截數時間

- (a) 客戶須在香港於銀行持有至少一個戶口，銀行才向客戶提供電子理財服務。
- (b) 銀行電子理財服務的**服務範圍及種類、適用的交易限額、適用於個別服務的截數日期及時間以及適用的服務收費**，將由銀行不時為客戶全權決定。
- (c) 除非銀行另作訂明，否則在銀行不時規定的每日截數時間過後或於非營業日進行的任何交易一律於下一營業日處理。
- (d) 銀行可酌情隨時增加或更改所有或任何電子理財服務，恕不通知客戶。銀行可在任何時間及不給予通知的情況下要求客戶為能使用任何電子理財服務而持有有效的保安編碼器。
- (e) 電子理財服務乃根據本附件四的條款和條件為客戶提供另一個處理戶口及進行交易的途徑。所有其他關於“客戶戶口的條款和條件”仍然適用，如有任何不一致之處，任何與電子理財服務有關的皆以本附件四的條款和條件為準。
- (f) 在不損本附件四的條款和條件其他規定的應用之情況下，不同類別之電子理財服務進一步受由銀行不時訂定之各別條款和條件(如有)所規限。例如網上銀行服務進一步受銀行於其網站或銀行流動應用程式發佈之“網上銀行服務條款和條件”所規限。如本附件四的條款和條件及某類別之電子理財服務的條款和條件有任何不一致之處，任何與該類別之電子理財服務有關的皆以後者為準。

3. 客戶名稱、私人密碼、保安編碼和其他認證方法

- (a) 客戶應採取合理措施以將客戶名稱、私人密碼、保安編碼和其他認證方法保密。客戶應該：
 - (i) 於收到銀行提供的預設私人密碼時(如有)，依照銀行的指示即時更改由銀行提供的私人密碼(如有)至一個自選的私人密碼；
 - (ii) 設定難以猜測(例如：避免選用如出生日期、電話號碼或客戶姓名中可認知的部份等資料)及有別於客戶就使用其他服務而設定的密碼；
 - (iii) 熟記客戶名稱及私人密碼並銷毀由銀行發給客戶有關客戶名稱及私人密碼的任何通訊記錄(如有)；
 - (iv) 不向任何第三方透露、分享及容許獲得或使用銀行卡、客戶名稱、私人密碼、保安編碼或其他認證方法；
 - (v) 不要不加掩飾地寫下或記錄客戶名稱、私人密碼、保安編碼或其他認證方法或將私人密

碼儲存於任何裝置，不要將私人密碼與銀行卡放置一起；

- (vi) 定時更改私人密碼；
 - (vii) 登入電子理財服務時保持警惕，並採取一切合理措施以避免客戶名稱、私人密碼、保安編碼或其他認證方法遭窺視；
 - (viii) 不使用公共或共用個人電腦或流動裝置或公共Wi-Fi進入電子理財服務；
 - (ix) 如銀行向客戶的流動裝置發送保安編碼，避免將該保安編碼傳送至另一流動裝置；
 - (x) 安裝適當的防毒、個人防火牆軟件及其他保安軟件，保護客戶用以進入電子理財服務的裝置；
 - (xi) 於透過電子理財服務進行高風險交易前採用雙重監控及授權；
 - (xii) 採取防範社交工程技術的措施，避免遭受虛假或可疑電郵、網站或網上理財流動應用程式或偽冒銀行職員或警務人員索取客戶資料(如：客戶名稱、私人密碼、保安編碼或其他認證方法)；
 - (xiii) 只在瀏覽器鍵入真確的網站地址或收藏真確的網站供日後存取的方式連結至銀行網站，不要透過電郵內嵌入的超連結、互聯網搜尋器或可疑彈出視窗進入銀行網站；
 - (xiv) 只連結至由銀行指定或認可的銀行網站或應用程式商店下載的銀行流動應用程式；
 - (xv) 即時查閱銀行向客戶發出的相關通知及戶口結單或通知書及最後登入電子理財服務的日期及時間的資料，並在發現不尋常或可疑交易或狀況時，在可行情況下儘快致電於銀行網站或銀行流動應用程式發佈之客戶熱線通知銀行；及
 - (xvi) 確保客戶為接收銀行的重要通知而在銀行登記的聯繫方式為最新，以便能夠及時向客戶發送相關通知；
若客戶未能遵守上述措施，客戶可能需要負上由此引起的損失的責任。客戶進一步同意，客戶就銀行、其關聯公司和/或其持牌人(如適用)因客戶未能遵守上述措施而可能遭受的所有法律行動、法律程序、費用、損失和損害作出彌償使銀行免受損失。
- (b) 客戶明白及知悉客戶的銀行卡、客戶名稱、私人密碼、保安編碼及/或其他認證方法(例如生物特徵、軟令牌及裝置綁定)有被未獲授權人士濫用或被用於未獲批准的用途的風險。如果客戶得知或懷疑銀行卡、客戶名稱、私人密碼及/或保安編碼或其他認證方法已被洩露給任何未獲授權人士或被任何未獲授權人士取得，或有人用銀行卡、客戶名稱、私人密碼及/或保安編碼或其他認證方法作出任何未獲授權的指示或交易，客戶應對有關風險保持警惕，並應在合理可行情況下儘快通

知銀行。若客戶未能在合理可行情況下儘快通知銀行該等事情，或存在欺詐或嚴重疏忽行為，一切由他人使用銀行卡、客戶名稱、私人密碼及/或保安編碼或其他認證方法進行的所有未經授權交易及所引致的直接損失，可能需由客戶負責。

- (c) 在銀行如上述(b)款所述收到通知並且有合理機會就該通知採取行動之前，他人使用銀行卡、客戶名稱、私人密碼及/或保安編碼或其他認證方法發出的所有指示將被銀行所依賴或執行，且不可撤回。假如所提供的客戶銀行卡、客戶名稱、客戶私人密碼及/或客戶保安編碼或其他認證方法正確，銀行並無義務或責任查究或核證任何指示的真實性或作出任何指示的任何人士的身份或授權，而銀行概不以任何方式對任何一方承擔任何法律責任。
- (d) 客戶的銀行卡、客戶名稱、私人密碼或保安編碼於未被客戶、銀行或其他發出機構（視乎情況而定）更改或取消之前將一直有效。客戶同意，由客戶發出的任何更改或取消通知僅在銀行確認該等更改或取消並有合理機會根據該通知行事時才會生效。
- (e) 為了協助減低有關使用電子理財服務時互聯網的相關風險，銀行可不時設定、刪除和/或修改交易的限額、認可轉賬的戶口及其他電子理財服務的功能及/或為一般客戶或任何特定客戶設立用戶的要求。
- (f) 在不損害本附件四上述甲部第3(a)條的情況下，客戶承諾秉誠行事並採取合理程度的謹慎作下列事宜：
- (i) 安全保管客戶名稱、保安編碼器、保安編碼或其他認證方法、私人密碼及電子理財服務；
 - (ii) 確保只會以銀行所認可的方法及程序進入電子理財服務；
 - (iii) 確保沒有其他人在未授權的情況下進入電子理財服務（不論以電腦系統或其他方式），包括但不限於保安編碼器、保安編碼或其他進入電子理財服務之認證方法；
 - (iv) 使用任何保安編碼器、軟件、電腦系統、用戶指引或銀行向客戶提供之任何其他設備，以便客戶可執行任何交易，及按銀行要求立即向銀行交還該等設備；
 - (v) 當客戶登出或離開銀行網站及/或銀行流動應用程式時，確保瀏覽器、緩存記憶及/或應用程式緩存記憶（視乎情況而定）會被清除；
 - (vi) 當客戶每一次使用銀行網站及/或銀行流動應用程式後，立即登出銀行網站及離開瀏覽器及/或登出銀行流動應用程式（視乎情況而定）；及
 - (vii) 遵守及作出銀行不時施行之保安措施。

4. 暫停或終止服務

- (a) 銀行可自行決定通過在電子理財服務被限制、暫停或終止之前或之後在可行的情況下儘快向客戶發出書面通知，限制、暫停或終止全部或任何部分的電子理財服務，除非出現特殊情况（例如戶口或電子理財服務正在被客戶用於非法活動或涉嫌正在被客戶用於非法活動）則另作別論。
- (b) 客戶可以按照銀行不時指定的形式和方式向銀行發出事先通知，要求暫停或終止任何電子理財服務以及本條款和條件。客戶同意，由客戶發出的任何暫停或終止通知僅在銀行確認該暫停或終止並有合理機會根據該通知行事時才會生效。電子理財服務的任何暫停或終止均不會影響在暫停或終止之日或之前可能已產生的任何權利或義務，並且本條款和條件的規定將在終止後繼續對客戶具有約束力，前提是該等規定與仍待履行或免除的客戶的任何義務或責任有關。對於因或出於任何原因自願或非自願暫停或終止任何電子理財服務而導致客戶遭受的任何損失或損害，銀行概不承擔任何法律責任，但銀行的重大過失、欺詐行為或故意不當行為或有關自動櫃員機服務或環球迅匯服務的終端機或其他系統有故障，而該故障並不明顯及沒有依據銀行或操作該終端機或其他系統之有關人士的正常慣例向客戶顯示警告所引致而客戶因此而蒙受的直接損失則除外。

5. 聯名戶口

- (a) 對於只需一名戶口持有人簽字就可運用的聯名戶口，經任何一名或多名戶口持有人要求，每名申請人將獲發出：
- (i) 獨立的自動櫃員機卡或環球迅匯卡及有關的私人密碼；及
 - (ii) 獨立的電子理財服務客戶名稱、私人密碼及保安編碼器（如適用）。
- (b) 須經兩名或以上戶口持有人簽字才可操作的聯名戶口將不享有電子理財服務。

6. 查詢利率資料

- (a) 銀行提供任何電子理財服務時所報的任何匯率、貸款利率或息率以及其他價格和資料僅供參考之用，除非經銀行另行確認，否則對銀行並無約束力。銀行為相關交易所提供的任何匯率、貸款利率或息率、價格及資料一經客戶接受即對客戶具有約束力，儘管銀行在相關時間通過其他通訊方式報出了不同的匯率、貸款利率或息率、價格及定價資料或資料。
- (b) 透過電子理財服務提供的任何戶口或電子理財交易有關的資料僅供客戶參考。銀行有關客戶使用電子理財服務的紀錄以及與客戶戶口有關的所有買賣及交易，在並無出現相反情況下應屬定論，並對客戶構成約束力。

7. 錄音、記錄及參考號碼

在適用法律允許的最大範圍內，錄音、記錄及參考號碼銀行有權以任何方式記錄銀行與客戶或任何代表客戶行事的人士之間所有的電子理財指示，並按銀行認為需要的期限保存此等記錄。銀行就此提供的任何參考號碼（如有），僅為確認及作客戶參考之用。

8. 電子理財指示

- (a) 如客戶需要作出任何電子理財交易，客戶必須（在銀行要求下）提供客戶名稱、私人密碼、保安編碼或其他認證方法及其他銀行要求的資料作出適當的電子理財指示。電子理財指示必須按照銀行規定的方式發出並且銀行已實際接收，否則不應被認為已被銀行所接收。
- (b) 每一項電子理財交易將於銀行發給客戶的每月賬單中列出。
- (c) 未經銀行同意，任何電子理財指示一經客戶透過電子理財服務發出，即不可修改、取消或收回。銀行已真誠遵行的任何該等電子理財指示乃屬不可撤銷並對客戶具有約束力，無論由客戶或聲稱其為客戶的任何人士發出。如對任何電子理財指示的內容有任何爭議，應以銀行的有關記錄作為該內容的確實證據。
- (d) 銀行將只執行對於銀行為切實可行或合理可行的電子理財指示，並只按其正常業務慣例及程序執行。除非銀行另作訂明，否則銀行在某一類別服務的適用截止時間及／或日期或正常營業時間之外或在非營業日收到的任何電子理財指示將被視為於下一個營業日收到。
- (e) 客戶須為一切行動或疏忽負責，並保證遵守戶口申請表及本條款和條件的規定。
- (f) 雖然銀行會合理地努力確保電子理財指示被適時執行，但數據在網上的傳遞可能有時間的差距。電子理財服務亦可能會受到干擾、硬件或軟件失靈、誤差、傳遞阻塞、因互聯網線路繁忙導致傳遞延遲或因互聯網的公開性質導致數據傳遞錯誤、市場交易量或波動、系統故障、提升或維修或其他原因所影響（並可能因而導致指示、通訊或資料的處理及／或傳遞上產生故障或延誤）。因此電子理財指示未必可以在其發出之時及時被執行甚至不能被執行，銀行概不對有關延誤或由此產生的任何利息（如有）承擔任何責任。客戶接受因接受銀行提供的任何電子理財服務而產生的所有風險，包括但不限於因透過客戶與銀行之間的電子理財服務傳輸和溝通指示或任何資訊出現任何延遲、錯誤或遺漏而遭受的任何損失。
- (g) 雖然銀行已盡力避免電子理財服務被中斷，但銀行的電子理財服務仍可能發生故障或延誤或間歇性的機件失常或運作中斷。在此情況期間，客戶應以其他方法作出指示或作出查詢，例如聯絡銀行分行或熱線。如電子理財服務系統失靈，銀行

可能取消客戶作出的任何電子理財指示。銀行可能（但無責任）以任何銀行認為合適的方法（包括但不限於書面通知、透過結單插入、戶口結單中的訊息、推送通知、電郵或短訊）通知客戶有關電子理財指示已被取消。但在任何情況下，銀行不會就取消有關電子理財指示、或沒有就取消有關電子理財指示作出通知或客戶無法收到取消有關電子理財指示的通知（無論是否因為客戶沒有提供有效的電郵地址及／或可接收短訊的流動電話號碼）而負上任何責任。客戶應自行檢查戶口的狀況及電子理財指示有否被執行。

9. 客戶的承諾、聲明及保證

- (a) 客戶承諾在使用電子理財服務時遵守此等條款和條件以及銀行不時規定的有關電子理財服務的使用政策及程序。
- (b) 客戶承諾不干擾、修改、解讀、反向解構或以其他方式改動或擅自進入電子理財服務、銀行網站、銀行流動應用程式的任何部分或其中之任何軟件。如果客戶違反此項承諾，銀行有權終止客戶使用電子銀行服務，不必通知客戶，並可對客戶採取法律行動。
- (c) 客戶使用任何電子理財服務時一旦遇到任何不正常情況或困難，客戶應儘快通知銀行。
- (d) 客戶向銀行聲明及保證，客戶使用電子理財服務時將符合一切適用法律、規則及法規，以及電子理財服務適用的用戶手冊、政策及程序、本條款和條件及客戶與本銀行訂立的任何其他協議（可不時予以修訂）。

10. 客戶的責任

- (a) 銀行將參照不時適用於銀行的任何法律、規則、條例、指引、通告、行為守則和市場通行慣例，採取合理可行的措施，確保其有關電子理財服務的系統安裝有足夠的保安設施，並對操作系統時的風險加以控制和管理。
- (b) 在一般條款和條件第12.2條的前提下及不影響本附件甲部第3條的情況下，如果客戶方面並無嚴重疏忽、欺詐或錯誤，例如客戶未能妥善保管接駁電子理財服務的設備，則客戶將無須負責其因任何未經授權的電子理財服務所蒙受的任何直接損失。
- (c) 客戶須賠償銀行、其管理人員、僱員及銀行委派的任何其他人士就有關銀行提供電子理財服務及／或銀行根據本條款及條件行使其權力及權利而可能引致的一切訴訟、債務、索償、訴求、損失、損害賠償及稅務費用及任何銀行因此而合理引起的合理費用及支出（包括法律費用），使銀行免受損失。除非該等債務、索償、費用、損害賠償、支出、訴訟或司法程序直接因銀行的管理人員、僱員或代理人員的嚴重疏忽、欺詐行為或故意犯錯造成，而客戶方面並無嚴重疏忽、欺詐或錯誤。

11. 保安編碼器的擁有權

保安編碼器是及在任何時候均屬銀行財產並由銀行酌情決定發出，客戶應在銀行要求時立即將之退還銀行。客戶須自行保管其保安編碼器，不可准許除客戶之外的任何其他人士使用該保安編碼器。

12. 保安編碼器遺失或被竊

如果客戶的保安編碼器遺失或被竊，客戶應在合理可行情況下儘快撥打銀行不時規定的電話號碼通知銀行，並在銀行要求時作出書面確認。如客戶未能在合理可行情況下儘快向銀行知會該等事項，或在其他情況下有欺詐或嚴重疏忽的行為，在可能情況下，因客戶所失之保安編碼器進行的所有未經授權交易所引致的直接損失，一律可能需由客戶負責。銀行補發新保安編碼器時可收取費用。

13. 資料披露

銀行有權在嚴格保密的情況下，向其他銀行和/或實體披露處理任何提款、轉賬和/或其他電子理財交易所必需或所須的有關電子理財服務的資料。

乙. 自動櫃員機服務和環球匯匯服務

1. 自動櫃員機卡或環球匯匯卡的使用

- (a) 自動櫃員機卡或環球匯匯卡於以下地方使用：
 - (i) 銀行、銀通或中國銀聯自動櫃員機網絡所設置或擁有的任何自動櫃員機；
 - (ii) 易辦事(香港)有限公司(“EPSCO”)或中國銀聯網消費系統或銀行不時所公布的其他銷售點終端機；或
 - (iii) 由銀行通知客戶的任何其他以電子技術進行付款或轉賬的裝置或終端機。

銀行保留在此後隨時按其唯一及絕對酌情權增加或撤銷有關使用自動櫃員機卡或環球匯匯卡的任何設備的權利，而無需給予任何事先通知和理由。

- (b) 在任何情況下，自動櫃員機卡或環球匯匯卡均不可轉讓，且僅供客戶專用。

2. 電子付款系統

- (a) 銀行有權決定交易限額，並有酌情權決定增加或更改適用於自動櫃員機卡或環球匯匯卡各自的交易限額。如有任何商戶拒絕接受或承付自動櫃員機卡或環球匯匯卡，或如有自動櫃員機、銷售點終端機或任何其他裝置、終端機或相關設備出現故障或失靈，概不由銀行負責，此外，使用自動櫃員機卡或環球匯匯卡獲得或購買的任何商品或服務的所有權、適銷性、商品的質量或適用性、服務的充分性及質量亦不由銀行負責。
- (b) 客戶如就通過銷售點終端機購買的商品或服務對商戶有任何投訴，必須直接與有關商戶解決，不得將其對任何商戶的索償變為向銀行要求抵銷、索償或反索償。

3. 銀行卡的擁有權

銀行卡是及在任何時候均屬銀行財產並由銀行酌情決定發出，客戶應在銀行要求時立即將之退還銀行。客戶將善意行事，並採取合理的謹慎和勤勉態度，自行妥善保管其銀行卡（環球匯匯卡則由受益人保管）及相應的私人密碼，不可准許除客戶（或受益人，如對環球匯匯卡而言）之外的任何其他人士使用或取得相應的私人密碼。

4. 銀行卡遺失或被竊

如果客戶的任何銀行卡遺失或被盜、被洩或在未經授權的情況下被使用，客戶應在合理可行情況下儘快在銀行不時通知的銀行註冊辦事處或任何分行通知銀行有關遺失或被盜的情況或撥打銀行不時規定的電話號碼通知銀行有關遺失或被盜的情況（銀行可能會要求客戶以書面確認所提供的任何詳情）。如客戶未能在合理可行情況下儘快向銀行知會該等事項，或在其他情況下有欺詐或疏忽的行為，他人使用客戶所失銀行卡進行的所有未經授權交易所引致的直接損失，可能需由客戶負責。銀行補發新銀行卡時可收取費用。

5. 銀行卡的保留或損壞

在某些情況下，自動櫃員機可能會保留銀行卡或拒絕客戶擬進行的交易，此等情況包括銀行卡有損或過期，或連續輸入了不正確的私人密碼，或客戶戶口因銀行卡已被報失或報竊而有警告提示。如果發生上述情況，客戶應在合理可行情況下儘快在銀行不時通知的銀行註冊辦事處或任何分行通知銀行有關遺失或被盜的情況或撥打銀行不時規定的電話號碼通知銀行（銀行可能會要求客戶以書面確認所提供的任何詳情）。

6. 以外幣交易

如以特定貨幣以外的貨幣進行自動櫃員機卡交易或環球匯匯卡交易，銀行將：

- (a) 按兌換當日銀行及/或網絡供應商確定的匯率，把該交易金額折算為特定貨幣；或
- (b) 如涉及任何從海外自動提款機作提款或聯網消費作消費交易，分別參考Visa/銀通或中國銀聯及/或其他中介人或服務供應商於折算當日釐定的匯率，加上銀行徵收的百分率，連同分別由Visa/銀通或中國銀聯及/或其他中介人或服務供應商向銀行收取的交易費用計算，把該交易金額折算為特定貨幣，並從指定的客戶戶口扣取。

7. 資料披露

銀行有權在嚴格保密的情況下，向其他銀行和/或實體披露處理使用銀行卡進行的任何提款、轉賬和/或自動櫃員機卡交易或環球匯匯卡交易所必需或所須的有關客戶戶口的資料。

8. 最終證據

銀行有關涉及使用銀行卡和/或私人密碼的任何提款、轉賬和/或自動櫃員機卡交易或環球匯匯卡交易的記錄在所

有方面均對客戶具有決定性作用，並均對客戶具有約束力，除非及直至相反證明成立，則作別論。

9. 銀行卡適用條款和條件的變更

銀行可自行決定更改、修訂、刪除或取代適用於銀行卡的本條款和條件的任何條款或條件，並將在有關條款和條件的任何重大變更生效之前提前六十 (60) 天通知客戶。該通知將以書面、透過結單插入、戶口結單中的訊息、電子郵件、推送通知、在銀行網站上發布、展示、廣告的方式或銀行認為適當且有效的其他通知方式發出。

只適用於自動櫃員機卡

1. 自動櫃員機卡交易的戶口扣數

客戶授權銀行直接從客戶指定的戶口扣除使用自動櫃員機卡進行的任何提款、轉賬或其他交易，包括通過自動櫃員機進行的任何交易或通過銷售點終端機購買商品或服務。任何自動櫃員機服務或任何自動櫃員機卡交易的有關費用及收費亦將於到期應付時從該指定戶口或客戶於銀行開設的其他戶口扣數，且不可退還。

只適用於環球匯卡

1. 環球匯卡交易的戶口扣數

任何環球匯卡交易所涉及的款項將從受益人戶口扣除。任何環球匯服務或任何環球匯卡交易的全部有關費用及收費將於到期應付時從基本戶口、受益人戶口或客戶於銀行開設的其他戶口扣數，且在任何情況下均不可退還。

2. 對便利及服務負責

向受益人名下提供的環球匯卡和私人密碼將被視同向客戶提供。客戶應視受益人為客戶自己一樣，確保受益人對有關的私人密碼妥善保管及保密並安全使用環球匯卡。客戶須對環球匯服務以及有關戶口項下所獲得的一切服務以及銀行按客戶要求所發給的所有環球匯卡和私人密碼負責。用環球匯卡進行所有環球匯卡交易將對客戶有約束力。如受益人未能遵守上述關於環球匯卡及私人密碼的保安措施，客戶需對由未經授權的環球匯卡交易所引至的所有損失承擔責任。

3. 受益人的權利

受益人除能夠從受益人戶口提款和查詢受益人戶口結餘之外，對基本戶口或受益人戶口並無其他權利。

丙. 支援現金存款及/或存入支票服務的自動櫃員機

1. 存入現金及/或支票

- (a) 現金和/或支票可透過在自動櫃員機上使用銀行卡存入銀行，但須符合以下條件：
 - (i) 在銀行核實後方存入客戶的戶口，而該等核實不一定在存款當日進行。客戶需要在款項存入戶口後才可提取或運用該等款項，惟銀行保留核對及/或更正有關交易之權利；

- (ii) 所有存入自動櫃員機的任何支票僅作託收用途。有關款項須經清算及過賬予客戶戶口後方可提取或轉賬，清算工作並不限定在存入支票當日進行。自動櫃員機發出有關接受相關現金存款或支票存款交易的客戶通知書僅反映客戶或任何第三方就該交易所聲稱輸入的資料，而其正確性並未以任何方式對銀行具有任何約束力。若有關客戶通知書與銀行有關任何所接受的現金或支票存款交易的記錄之間存在差異，則銀行的記錄在所有方面均針對客戶具有決定性作用並對客戶具有約束力，除非及直至相反證明成立，則作別論。

- (b) 自動櫃員機接受的現金存款或支票存款僅在以下情況下才被視為已被銀行收到：
 - (i) 就現金存款而言，銀行將現金存款妥為存入客戶的指定戶口；及
 - (ii) 就支票存款而言，銀行將支票存款妥為存入客戶的指定戶口，但前提是上述支票已被妥為兌現和兌付。
- (c) 銀行可酌情決定每筆現金存款或支票存款交易的交易日期，並可拒絕透過自動櫃員機進行的任何有關交易及/或存入的任何現金及/或支票，而無需向客戶提供任何理由；及
- (d) 客戶同意對銀行因或就客戶在自動櫃員機上使用自動櫃員機卡進行的現金存款或支票存款交易而可能遭受或招致的所有訴訟、法律行動、開支、費用、損失、申索、損害賠償和要求承擔全部責任，並向銀行就此進行全額彌償，除非有關訴訟、法律行動、開支、費用、損失、申索、損害賠償和要求是直接且可合理預見，並且直接且完全由於銀行的重大過失、欺詐行動或故意失責而引起，則另作別論。

2. 存入外幣現鈔

自動櫃員機不接受存入銀行宣布可接受的貨幣以外之現鈔及輔幣，銀行將不會對客戶使用或嘗試使用自動櫃員機存入該類款項而引致之一切後果負責。

附件五

外幣戶口及人民幣銀行服務的具體條款和條件

以下的條款和條件適用於銀行向其客戶提供的外幣戶口及人民幣銀行服務。銀行不時制定的及修訂的一般條款和條件適用於下述情況，應視為已全文載於本附件，如同該等一般條款和條件已在本附件中全文列出。

甲. 外幣戶口

1. 外幣存款及提款

銀行並無義務：

- 接受存入外幣現鈔或輔幣；或
- 支付任何外幣現鈔或輔幣。

2. 以港元或其他貨幣付款

銀行可自行決定按照於相關時間相關外匯市場現行的即期匯率（由銀行最終釐定）計算的相關外幣金額的港元等值金額全部或部分從外幣戶口支付款項或贖回以外幣計值的定期存款。若貨幣市場的情況導致若干特定貨幣不時無法取得，銀行亦保留按照由銀行釐定的實時匯率以客戶與銀行協定的其他貨幣全部或部分從外幣戶口支付款項或贖回以外幣計值的定期存款的權利。

3. 兌換戶口貨幣

在不限制本附件五甲部第2條的情況下，若發生銀行自行決定認為超出銀行合理控制範圍的事件，並且該事件影響或可能影響客戶戶口的貨幣，則銀行可以自行決定將該戶口的貨幣按銀行釐定的實時匯率兌換為屬於銀行自行選擇於當時可自由兌換的另一種貨幣，並且該戶口的每筆付款均將以新的貨幣作出。

4. 外幣資金

在按照客戶或客戶代名人的指示以銀行匯票付款時，或者在客戶從銀行在相關國家的往來行提款時，或者客戶在客戶承擔相關費用的情況下，透過電報、郵件、電匯或電子轉賬的方式從銀行的有關往來行提款時，戶口中的任何外幣資金即為應付。所有該等資金可以銀行名義存入其在該等往來行的一般戶口，但客戶應自行承擔有關風險，並須受限於可能適用於以有關貨幣計值的結餘的所有現行和日後頒布的法律及法規以及其他用途（無論在香港境內或境外），且須負責繳納可能需要繳納的任何收費或稅款。

5. 稅務和貨幣風險

客戶了解並接受外幣存款和戶口以及外幣交易涉及的外幣匯率風險。尤其是，客戶了解並接受以下各項：

- 外幣存款的任何收益取決於到期或提款時（視情況而定）的實時匯率；及
- 不利的匯率變動可能完全抵銷利息收益並減少本金金額。

對於因任何稅收或貨幣貶值而導致的外幣戶口內的資金出現任何貶值，或者由於兌換限制、徵用、非自願轉讓、任何性質的扣押、對政府或軍事權力的行使、戰爭、罷工或銀行無法合理控制的其他原因而使該等資金無法在任何時間或到期時（視情況而定）被提取，銀行概不承擔任何責任或法律責任。此外：

- 若貨幣的來源國或地區限制有關資金的可用性、記入或轉賬，銀行並無義務向客戶支付相關外幣戶口中的資金，無論是透過以相關貨幣或任何其他貨幣計價的匯票或現金；
- 若銀行因任何原因無法有效配置資金，銀行可保留按其自行決定認為合適的以下權利而無須另行通知客戶：
 - 在特定時間內暫停支付相關資金的利息；
 - 實施零利率或負利率政策；及/或
 - 修改存款時間；及/或
 - 採取任何其他行動；及
- 若發生因歐洲貨幣聯盟引起或與之相關的任何事項（包括歐洲貨幣聯盟解散、一個或多個參與成員國退出歐洲貨幣聯盟或歐洲貨幣聯盟的參與成員國發生任何變化），而按照銀行的意見該等事項：
 - 限制歐元的供應、記入或轉賬；或
 - 使銀行無法或不能履行其有關歐元存款和結餘的義務，則銀行並無義務向客戶支付相關戶口中的資金（無論是以太元或任何其他貨幣計值）。

6. 外幣支票

銀行可以（但並無義務）接受外幣支票的存款。銀行接受承兌的任何外幣支票須符合以下條件：

- 在承兌海外銀行開出的支票時，銀行保留選擇購買或託收其中任何支票的權利。若銀行決定購買支票，銀行將根據銀行的買入匯率承兌，以立即將有關款項存入相關存款戶口並向客戶發出通知書，但須受限於(i)存入客戶戶口內的資金可以提款之前所需的支票結算時間；以及(ii)在發生拒絕承兌的情況下銀行對客戶的追索權。
- 若銀行決定託收外幣支票，則將根據國際商會的託收統一規則（經不時修訂或修改）項下的規則辦理，待銀行收到國外銀行的支票款項後，才將有關款項存入客戶的戶口。
- 若已購買的支票被拒絕承兌或所託收的支票隨後根據任何適用法律需要被退還或退回，則銀行可從客戶的戶口中扣除銀行根據(i)銀行現行的賣出匯率或(ii)原本買入匯率的較高者計算得出的支票金額（另加銀行釐定的任何有關收費）。
- 若銀行收取任何海外費用（如有），銀行會從客戶的戶口扣除有關款項，並向客戶發出通知書。
- 在銀行不時規定的相關截數時間後收到的支票將在下一個營業日處理。

客戶知悉接受外幣支票作為交易付款或結算方式所涉及的風險，包括銀行按照某些外國司法管轄區的法律或法規規定的退款期限可能須退回有關支票的風險（在若干情況下，即使銀行已經結算支票款項並已付予收款人）。對於任何需要被退款或退還的支票，銀行可能會要求客戶償還有關款項。客戶應就因銀行代客戶支付和結算外幣支票而引起的任何後果以及任何第三方向銀行提出的任何申索全額彌償銀行，並使其免受損害。

7. 美元和歐元清算

就銀行分別通過在香港設立的美元或歐元清算系統（各稱為「**相關外幣清算系統**」）清算或結算（如適用）以美元及歐元（視情況而定）計值的任何銀行交易而言，客戶同意如下條款：

- (a) 相關外幣清算系統的運作須遵守（在美元交易的情況下）美元清算所規則和其中提及的美元操作程序以及（在歐元交易的情況下）歐元清算所規則和其中提及的歐元操作程序（均經不時修訂、補充、取代或以其他方式進行修改）（統稱為「**相關外幣清算系統規則和操作程序**」）。
- (b) 金管局不會對就或因下列原因以任何方式直接或間接產生的任何種類或性質的任何申索、損失、損害或開支（包括業務損失、商業機會損失、利潤損失、特殊、間接或由此產生的損失）（即使金管局知道或本應合理知道其可能存在）而對客戶或任何其他人士負責或承擔任何法律責任：
 - (i) 金管局或結算機構、香港銀行同業結算有限公司或美元或歐元清算所任何成員公司（視情況而定）在管理、操作或使用（包括終止和/或暫停結算機構或美元或歐元清算平台或其他有關成員公司）美元清算所、歐元清算所或美元或歐元清算平台（或上述任何實體的任何部分）時善意作出的任何作為或不作為；或
 - (ii) 在不影響上述第(i)段的情況下，發出與相關外幣清算系統規則和操作程序有關或據此發出的任何通知、建議或批准。

乙. 人民幣銀行服務

1. 服務範圍及金額限制

- (a) 銀行有絕對的情權去不時釐定其所提供的人民幣銀行服務範圍及種類，交易限制，適用利率及服務收費。
- (b) 銀行可自行決定隨時增加或更改全部或任何人民幣銀行服務，恕不另行通知。
- (ba) 銀行可自行決定通過在人民幣銀行服務被限制、暫停或終止之前或之後在可行的情況下儘快向客戶發出書面通知，隨時限制、暫停或終止全部或任何的人民幣銀行服務，除非出現特殊情況（例如戶口或人民幣銀行服務正在被客戶用於非法活

動或涉嫌正在被客戶用於非法活動）則另作別論。

- (c) 如客戶的居民身份已改變為香港身份證持有人，銀行保留酌情權利去暫停該人民幣戶口的服務或更改該人民幣戶口的身份。於人民幣戶口被暫停或其狀況發生變更後，銀行將在可行的情況下儘快通知客戶。

2. 開立戶口

- (a) 銀行可為客戶開立不多於一個人民幣支票戶口。銀行亦可為客戶開立人民幣儲蓄戶口及接受客戶以定期存款存有人民幣，但須根據銀行不時訂定的每日支付及每日交易上限。
- (b) 客戶在銀行開立的人民幣儲蓄及/或支票戶口及其有關事項，須受客戶簽署的戶口開立表格或委託書，一般條款和條件及補充本具體條款和條件（可根據一般條款和條件第14項條文不時加以修改和補充）以及香港適用法律的限制。

3. 起存額及其後存款

- (a) 客戶應按銀行不時規定的起存金額向銀行存入人民幣現鈔或支票或轉賬或由港元經銀行以存款時的兌換價兌換之人民幣款項。
- (b) 存入之人民幣現鈔必須為銀行接受的版本及面額。銀行有絕對的情權接受或不接受客戶存入的人民幣現鈔。
- (c) 定期存款戶口及銀行指定之其他存款種類的其後每次存款，轉賬或提款，應符合銀行不時規定的最低金額。
- (d) 客戶可通過提存人民幣鈔票及/或銀行間人民幣轉賬從人民幣戶口提存款項作認購、收購、賣出人民幣財富管理產品及/或償付人民幣財富管理產品之本金及利息之用途。

4. 人民幣支票戶口

- (a) 受制於本附件五乙部第4(b)條，如一張或多張支票的付款總額超過銀行不時釐定的人民幣支票戶口的每日可支付上限，銀行將拒絕支付。客戶需繳付所有退回支票的銀行服務收費。
- (b) 客戶在香港開出人民幣支票的支付並不受制於本附件五乙部第4(a)條每日可支付上限的限制。

5. 人民幣兌換

- (a) 銀行可按客戶的要求，以銀行即時的兌換價為客戶提供人民幣兌換港元或港元兌換人民幣的兌換服務。銀行是否接納兌換的要求將視乎所需幣種的供應量及兌換金額有否超過銀行不時規定的每日或每項交易限額。銀行保留其權利，酌情隨時接受或拒絕客戶任何兌換的要求。
- (b) 客戶遞交給銀行作兌換港幣之用的人民幣現鈔，必須為銀行所接受的版本及面額。銀行保留權利拒絕兌換客戶交來之任何人民幣現鈔。
- (c) 所有由於兌換交易而令銀行合理地產生之合理金

額的損失、損害、索償、成本、費用概由客戶立即賠償及支付及銀行亦可按其酌情權於兌換交易完成後即時從客戶之戶口中扣除。

- (d) 除非損失或損害是直接由於銀行的疏忽及故意的行為而引起，否則銀行不須為銀行提出拒絕接受兌換要求而導致客戶蒙受的任何損失或損害負上任何責任。

6. 匯款服務

- (a) 銀行可就客戶的要求，把客戶於銀行開立之人民幣戶口內的款項，匯至客戶於中國或香港以外其他地方，但該等匯款須受制於中國的條例及規定或收款地方的相關管轄權限。每一筆人民幣匯款必須依照銀行不時指定的條件進行，同時累積的匯款額不能超過銀行不時規定的限額。銀行不須遵守並有權拒絕接受任何不符合本具體條款和條件及/或法例的人民幣匯款至中國或香港以外其他地方的指示。
- (b) 客戶知悉，當銀行向客戶提供人民幣匯款服務至中國或香港以外其他地方時，銀行只是擔當代理人的角色。對於中國或香港以外其他地方收款銀行的運作或收取的服務費，並無任何控制權。客戶同意及確認，所有電匯至中國或香港以外其他地方的人民幣匯款將受中國或香港以外其他地方不時訂明的貨幣管制或約束所限及客戶同意遵守及依從該等規則及條例。
- (c) 客戶應自行負責向銀行提供收款人的資料及自行負責其準確性。客戶確認如匯款被收款銀行退回，或客戶所提供之中國或香港以外其他地方的銀行戶口資料失實，或客戶累積匯款金額（經銀行或其他在香港的金融服務中介人）超過中國或香港以外其他地方的有關當局的規定的限額，電匯將不能生效及匯款將被退回。任何因退回匯款而產生的收費或費用，概由客戶支付，並從退還款項中扣除。客戶已繳付之電報費與其他費用及佣金將不獲退還。
- (d) 若客戶的人民幣匯入款項通知是在銀行不時規定的截止時間前收到，匯款將被存入客戶於銀行開立的人民幣戶口內，否則人民幣匯入款項會於下一個工作天處理，並被存入客戶於本行開立的人民幣戶口內。銀行可就每項匯入款項向客戶徵收匯款服務費。銀行亦可行使酌情權，於客戶的銀行戶口中扣除有關匯款服務費。

7. 人民幣清算

就銀行通過在香港設立的人民幣清算系統（「**相關人民幣清算系統**」）清算或結算（如適用）以人民幣計值的任何銀行交易而言，客戶同意如下條款：

- (a) 相關人民幣清算系統的運作須遵守人民幣清算所規則和其中提及的人民幣操作程序（經不時修訂、

補充、取代或以其他方式進行修改）（統稱為「**相關人民幣清算系統規則和操作程序**」）。

- (b) 金管局不會對就或因下列原因以任何方式直接或間接產生的任何種類或性質的任何申索、損失、損害或開支（包括業務損失、商業機會損失、利潤損失、特殊、間接或由此產生的損失）（即使金管局知道或本應合理知道其可能存在）而對客戶或任何其他人士負責或承擔任何法律責任：
- (i) 金管局或結算機構、香港銀行同業結算有限公司或人民幣清算所任何成員公司（視情況而定）在管理、操作或使用（包括終止和/或暫停結算機構或人民幣清算平台或其他有關成員公司）人民幣清算所或人民幣清算平台（或上述任何實體的任何部分）時善意作出的任何作為或不作為；或
- (ii) 在不影響上述第(i)段的情況下，發出與相關人民幣清算系統規則和操作程序有關或據此發出的任何通知、建議或批准。

8. 人民幣貨幣風險

在不限制本附件五甲部第5條的一般性的情況下，客戶確認，由於貨幣、可兌換性和其他不時實施或可能實施的管制措施（可能會影響人民幣的供應或可兌換性、若干或全部人民幣交易的供應（包括透過香港或其他地方的銀行匯兌和兌換人民幣）和/或人民幣交易產生的收益或損失）的關係，人民幣交易涉及額外的貨幣風險。

9. 報告

銀行可根據適用法律/或相關人民幣清算協議的要求，向有關當局、清算或結算銀行或機構和/或國內代理銀行報告與客戶、任何人民幣戶口、人民幣銀行服務和/或人民幣交易有關的所有或任何交易和資料。除非適用法律和/或相關人民幣清算協議另有規定，銀行可以在不事先通知且不予理由的情況下如此行事。

10. 最高或最低限額

銀行可不根據導致銀行自行認為人民幣戶口結餘可能低於銀行不時規定的任何最低限額或超過銀行不時規定的任何最高限額的任何指示行事。若人民幣戶口不再符合任何適用的最低限額或超過任何適用的最高限額，銀行可以（但並無義務）將資金從客戶的任何其他戶口轉至相關人民幣戶口，或者將資金從相關人民幣戶口轉至客戶的任何其他戶口，以重新繼續遵守適用的最低或最高限額（視情況而定）。

電子支票的具體條款和條件

以下的條文適用於銀行有關電子支票的服務。銀行不時制定及修訂的一般條款和條件應適用於下列情況，如同該等一般條款和條件已在本附件中全文列出。條款和條件中適用於實物支票或適用於銀行一般服務的條文，凡內容相關的且不與本附件條文不一致的，將繼續適用於電子支票及銀行的電子支票存入服務。就電子支票存入服務而言，若本附件的條文跟條款和條件的條文出現不一致，均以本附件的條文為準。

1. 定義

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**」指銀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**」指由銀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戶口，方可出示電子支票以存入受款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「**電子支票存票服務戶口**」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入受款人戶口，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或採用的規則及運作程序。

「**受款人銀行**」指受款人戶口所在的銀行。

「**受款人戶口**」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銀行持有的銀行戶口，而該戶口可以是受款人的個人名義戶口或受款人的聯名戶口。

「**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。

2. 電子支票存入服務的性質及範圍

(a) 銀行可選擇提供電子支票存入服務。如銀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，客戶須提供銀行

及結算所分別不時要求或指定的資料及文件，並須接受銀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銀行不時指定的表格及文件。

- (b) 電子支票存入服務讓客戶及其他人士可按下列本附件六第3條使用結算所提供的電子支票存票服務或使用銀行的存入途徑出示電子支票（不論向客戶及/或受款人戶口的任何其他持有人支付）以存入銀行（作為受款人銀行）。
- (c) 銀行可為銀行不時指定的貨幣（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。
- (d) 銀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）：
 - (i) 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
 - (ii) 客戶須就電子支票存入服務支付的任何費用。

3. 電子支票存入服務

- (a) 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銀行的存入途徑，出示電子支票以存入銀行（作為受款人銀行）。
- (b) 電子支票存票服務
 - (i) 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。
 - (ii) 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戶口連同一個或多個受款人戶口，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戶口或客戶同名戶口以外的其他戶口作為受款人戶口登記電子支票存票服務戶口。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戶口出示的所有電子支票負責（包括任何向客戶同名戶口以外的受款人戶口出示的電子支票）。
 - (iii) 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。銀行可以（但無責任）向客戶提供合理協助。因銀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，銀行可以（但無責任）提供使用客戶電子支票存票服務戶口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銀行同意提供有關該電子支票的資料。
 - (iv) 銀行對結算所是否提供電子支票存票服務及所提供服務的質素、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，銀行無須負責。

(c) 銀行的存入途徑

銀行可不時指定或更改(i)可用的存入途徑而無須通知；及(ii)任何存入途徑的條款。

4. 電子支票的處理、相關風險及銀行的責任

(a) 電子支票的處理

客戶須明白銀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，銀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。

(b) 銀行責任的限制

在不減低條款和條件效果的情況下：

- (i) 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銀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，銀行無須負責，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銀行或銀行人員、僱員或代理的疏忽或故意失責導致；
- (ii) 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，銀行無須負責：
 - (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) 任何由於或歸因於銀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

(iii) 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，銀行均無須向客戶或任何其他人士負責。

(c) 客戶的確認及彌償

(i) 客戶須接受銀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。

(ii) 在不減低客戶在條款和條件，銀行與客戶簽訂的有關銀行服務協議的任何其他文件提供的任何彌償，或於銀行享有的任何其他權利或補償的情況下，銀行及銀行人員、僱員及代理（或任何一人）有關或因銀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），以及銀行及銀行人員、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銀行及銀行人員、僱員及代理（或任何一人）免受損失。

(iii) 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銀行或銀行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。

(iv) 上述彌償在電子支票存入服務終止後繼續有效。