

陸港通龍卡 CROS S BORDER LONG CARD

客戶聲明 Customer Declaration:

有關本人於個人戶口申請表格之「陸港通龍卡」申請，本人明白及同意以下各聲明

In relation to my application for the Cross Border Long Card in the Personal Account Opening Form, I understand and agree to the following declarations:

1. 本人確認已細閱、理解及同意遵守本檔、《中國建設銀行(亞洲)陸港通龍卡服務條款及條件》、其所指的一般條款和條件，以及中國建設銀行(亞洲)不時發出的任何其他有關條款及條件及公佈(「條款」)。本人明白及同意由中國建設銀行(亞洲)提供的「陸港通龍卡」服務在任何時間均須遵守(本人亦承諾遵守)法例及有關機構就規管上述服務所發出的所有規則、條例、限制、指示、指引等(統稱「監管條例」)。如條款及監管條例有不一致之處，概以後者為準。

I confirm that I have read, understood and agreed to be bound by this Agreement, the "Terms and Conditions for Cross Border Long Card Service" and the General Conditions mentioned therein, and also any other related terms and conditions and publications issued by CCB (Asia) from time to time (collectively the "Conditions"). I also understand and agree that the Cross Border Long Card Service provided by CCB (Asia) are at all times subject to, and I also undertake to comply with, the laws and all the rules, regulations, restrictions, directions, guidelines and the like issued by the relevant authorities governing the same (the "Laws"). In case there is any inconsistency between the Conditions and the Laws, the latter shall prevail.

2. 本人保證，就本人申請「陸港通龍卡」服務而提供的所有申請資料(無論透過中國建設銀行遞交與否)均為真實、有效、合法，否則因此產生的一切糾紛及損失由本人自行承擔，中國建設銀行(亞洲)不需承擔任何責任。中國建設銀行(亞洲)應對本人相關個人資料保密，但在中國建設銀行(亞洲)內部使用、因辦理業務需要及/或為提供「陸港通龍卡」服務而向中國建設銀行披露、法律法規及金融監管機構另有規定或與中國建設銀行(亞洲)另有約定的除外。

I warrant that all information supplied in support of my application for Cross Border Long Card Service (whether supplied through CCB or otherwise) are true, valid and legal, otherwise I will be personally liable for all disputes and losses as a result, and CCB (Asia) will not be liable in any manner whatsoever. CCB (Asia) shall keep my personal data confidential and safe except internal use by CCB (Asia), or disclosure to CCB as required for business purposes and/or the provision of Cross Border Long Card Service, or in compliance with laws and regulations or as required by financial supervisory authorities, or as otherwise agreed with CCB (Asia).

3. 本人工作、通訊方式(位址或電話)、身份證號碼等個人資料發生變動，應及時到中國建設銀行(亞洲)辦理變更手續，如未按規定辦理，由此產生的風險損失和法律責任由本人承擔。本人在申請資料當中填寫的通訊位址和方式為雙方所同意，任何書面通知只要發往此表格內填寫的位址，均視為已送達。本人通訊位址和方式如有變動，應盡快通知中國建設銀行(亞洲)。

If there are changes to my personal details regarding employment, correspondence channel (address or telephone), identity card number etc., I will effect the relevant changes with CCB (Asia) promptly, otherwise I will be responsible for the risk of losses and legal liability. The mailing address and channel which I have provided herein are agreed by the parties, any correspondence sent to the address contained in this application form shall be deemed delivered. I will inform CCB (Asia) soonest possible if there are changes to my mailing address or channels.

4. 本人明白中國建設銀行及中國建設銀行(亞洲)分別有全權自行決定是否接納本人附屬於「陸港通龍卡」服務的賬戶申請。其中一間銀行接納本人有關附屬於「陸港通龍卡」服務的賬戶申請並不保證另一間銀行也接納本人的申請。本人進一步明白有關附屬於「陸港通龍卡」服務的賬戶申請必需同時獲兩間銀行接納，以使用「陸港通龍卡」任何賬戶及服務。

I understand that CCB and CCB (Asia) respectively reserves the sole and exclusive right to decide whether to accept my application for the account(s) under Cross Border Long Card Service. The acceptance of my application for the account(s) under Cross Border Long Card Service by either bank does not guarantee acceptance of my application by the other bank. I further understand that my applications for the account(s) under Cross Border Long Card Service have to be accepted by CCB and CCB (Asia) in order to utilize Cross Border Long Card Service and the accounts maintained thereunder.

5. 本人明白交易貨幣可能與扣賬賬戶的貨幣不同，而有關銀行有權根據扣賬時中國建設銀行公佈的外匯牌價折算成港元或人民幣進行扣賬及徵收不時公佈的手續費。本人亦明白「陸港通龍卡」賬戶項下的總交易金額可能受限於中國建設銀行(亞洲)及/中國建設銀行或有關機構不時指明的交易限額。本人會向中國建設銀行(亞洲)及中國建設銀行查詢使用的交易限額。倘有關交易金額超出上述限額，有關銀行有權不進行有關交易，亦不須為此負上任何責任。

I understand that the transaction currency maybe different from the currency of the account to be debited, and relevant bank is entitled to convert account funds into HKD or RMB according to the foreign exchange rate as announced by CCB on the day which funds are debited and to levy handling charges as announced from time to time. I also understand that the total amount of transactions under the Cross Border Long Card accounts may be subject to transactional limits specified by CCB (Asia) and/or CCB or the relevant authority from time to time. I will make inquiries with CCB and CCB(Asia) for the applicable transactional limits. In the event that the transaction amount exceeds the aforesaid limits, the relevant bank is entitled at their absolute discretion not to perform the relevant transaction(s) and shall not be liable in any manner whatsoever.

6. 本人授權中國建設銀行就本人提供的「陸港通龍卡」服務向中國建設銀行(亞洲)披露本人於中國建設銀行賬戶的詳情及交易。本人亦授權中國建設銀行(亞洲)就向本人提供的「陸港通龍卡」服務向中國建設銀行披露本人於中國建設銀行(亞洲)賬戶的詳情及交易。

I hereby authorize CCB to disclose to CCB (Asia) the details and transactions of my accounts with CCB for the provision of Cross Border Long Card Service to me. I also authorize CCB (Asia) to disclose to CCB the details and transactions of my accounts with CCB (Asia) for the provision of Cross Border Long Card Service to me.

7. 本人確認已收到通知，並明白本人於中國建設銀行(亞洲)的支票及/或儲蓄賬戶存款是符合香港的存款保障計畫保障資格的存款，而本人於中國建設銀行的賬戶並非受保障存款，不受香港的存款保障計劃所保障。

I acknowledge and understand that my checking and/or savings account with CCB(Asia) are a deposit qualified for protection by the Deposit Protection Scheme in Hong Kong. My accounts with CCB are not protected deposits and is not protected by the Deposit Protection Scheme in Hong Kong.

8. 無論申請成功與否，本人均不要求退回申請表格及相關材料。中國建設銀行(亞洲)及/或中國建設銀行有權拒絕接受本申請而無需給予任何原因解釋。

No matter my application is successful or not, I agree not to request for return of this application form or the relevant materials. CCB (Asia) and/or CCB reserves the right to reject my application without obligation to give any reason.

9. 本人確認已通過中國建設銀行(亞洲)官方網站(www.asia.ccb.com)仔細閱讀了《中國建設銀行(亞洲)戶口及有關服務的條款和條件(個人戶口)》、《中國建設銀行(亞洲)服務收費表》、《中國建設銀行(亞洲)有關個人資料(私隱)條例之客戶通告》、《中國建設銀行(亞洲)「陸港通龍卡」服務條款及條件》、《中國建設銀行(亞洲)「陸港通龍卡」服務收費表》及《中國建設銀行(亞洲)致客戶關於「陸港通龍卡」服務之重要通知》以及中國建設銀行(亞洲)就「陸港通龍卡」服務發佈的其他檔，本人同意遵守上述所有檔。

I confirm that I have read the "China Construction Bank (Asia) Terms & Conditions for Accounts and Related Services (For Individuals)", the "China Construction Bank (Asia) Schedule of Service Fees", the "China Construction Bank (Asia) Personal Data (Privacy) Ordinance Notification", the "China Construction Bank (Asia) Terms and Conditions for Cross Border Long Card Service", the "China Construction Bank(Asia) Cross Border Long Card Service Schedule of Service Fees", the "China Construction Bank (Asia) Important Notification to Customers Regarding Cross Border Long Card Service", and all other related documents issued by CCB (Asia) via CCB (Asia) Web site (www.asia.ccb.com), and I agree to be bound by all the above-mentioned documents.

10. 本人在此聲明及承諾在中國建設銀行及中國建設銀行（亞洲）開立賬戶、日後任何性質款項的存放、更新、撤銷和／或結算等行為均基於合法目的，並且不得利用中國建設銀行及中國建設銀行（亞洲）賬戶從事任何非法行為，包括但不限於任何違反或可能違反中國內地法律、香港法律或其他適用法律規定的行為，包括但不限於洗錢及傳銷。本人聲明及承諾如因本人違反上述聲明及承諾而可能引起的或者已經引起（無論是直接還是間接）的所有責任均由本人承擔，中國建設銀行及中國建設銀行（亞洲）無需承擔任何責任。

I hereby declare and undertake that the account(s) to be opened in CCB and CCB (Asia), subsequent deposits of whatever nature, renewal and withdrawal and/or settlement from such account(s) are all based on legitimate purposes and I shall not use the account(s) maintained in CCB and CCB (Asia) for any illegal action, including but not limited to contravention of any laws in PRC, Hong Kong or other applicable regulatory acts, including but not limited to money laundering and multi-level marketing. I hereby declare and undertake that I will be responsible for all the direct or indirect costs or losses that may incur or have been incurred that arise from my breach of the above declaration and undertaking. CCB and CCB (Asia) should bear no responsibility whatsoever.

11. 本人承諾在任何時候補償中國建設銀行、中國建設銀行（亞洲）、及其高級管理人員、雇員和代理（以下簡稱“受補償方”）由於或者有關本人違反「陸港通龍卡」相關的任何聲明及承諾而可能引起的或者已經引起（無論是直接還是間接）針對任何受補償方提起的或者任何受補償方可能要承受或招致的訴訟、司法程式、主張、損失、損害、費用或者支出（包括但不限於基於全面賠償的律師費用和其他合理發生且數額合理的費用）。本人無條件且不可撤銷地同意中國建設銀行及中國建設銀行（亞洲）可在本人於中國建設銀行、中國建設銀行（亞洲）、及其關聯機構中開立的賬戶中即時預提或扣減本人應向貴行補償的費用，且中國建設銀行及中國建設銀行（亞洲）在作出該等預提或扣減行為時無須事先通知本人或經本人同意。本承諾將對本人和本人的繼受人、受讓人和代理人具有約束力。

I undertake to indemnify CCB and CCB (Asia) and its senior executives, employees and agents (hereinafter called "the indemnified party") against any litigation, proceeding, proposition, losses, damages, costs or expenses suffered by or cause to the indemnified party (whether they are direct and indirect incurred) (including but not limited to all the legal and other reasonable expenses incurred) that may arise from my breach of any representations and undertakings in relation to the Cross Border Long Card. I unconditionally and irrevocably agree that CCB and CCB (Asia) may in advance debit and deduct such amount from any of my account maintained in CCB and CCB (Asia) or maintained in its affiliates without my prior notice or consent. This undertaking shall be binding on me and my successor, assignee and personal/legal representative.