

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)



中国建设银行
China Construction Bank



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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股份有限公司澳門分行((下稱“銀行”), 包括中國建設銀行股份有限公司澳門分行在各地的支行和辦事處, 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

“營業日”指銀行在澳門開門營業的日子。

“澳門”指中華人民共和國澳門特別行政區。

“中國內地”指中華人民共和國境內香港及澳門特別行政區及台灣以外之地區。

“人民幣”指中華人民共和國當時使用之法定貨幣。

“人民幣銀行服務”指由銀行為客戶提供任何與人民幣相關之銀行服務, 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。

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, 人士包括個人、公司、合伙企業或非法人機構及其繼承人和受讓人。

1.3 規限戶口的條款

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或委託書, 條款和條件(可根據第13項條文不時加以修改和補充)以及澳門適用法律的規限。

客戶需要向銀行提供準確、完整及可接受認明之資料及參考資料, 該等資料可由銀行不時要求提出, 以及完成及簽署由銀行不時根據有關法律及監管規定而預先既定的表格及簽署樣本卡。

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 最低結餘

客戶須維持銀行不時要求的最低結餘。

1.6 終止戶口

(a) 銀行可在下列情況下終止客戶的任何戶口:

- (i) 如戶口結餘為零及戶口在銀行規定期限內無收支紀錄; 或
 - (ii) 如銀行認為戶口被用於非法或不適當目的, 或戶口並未被運用於滿意或合理的用途上, 銀行可立即終止戶口; 或
 - (iii) 以合理時間預先通知終止戶口, 不論有否就終止戶口給予特別原因。
- (b) 當銀行根據第15條向客戶發出終止戶口的通知後, 客戶可在銀行的營業時間內到銀行領取(扣除所有收費後的)戶口結餘, 或銀行可酌情將(扣除所有收費後的)戶口結餘以支票、本票或即期匯票送達至最後為銀行所知的客戶地址, 風險由客戶自負。
- (c) 當戶口按照上述(b)段的戶口規定而被終止後, 銀行將完全免除承擔或解除其後的任何責任, 包括支付客戶任何以支票提款或隨後需兌現的支票。客戶同意單獨對因終止戶口而產生的任何和一切後果負全部責任。

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。如有關戶口的存款不足, 銀行無義務執行該提款或轉賬的指示或要求。
- (b) 除非與銀行有預先安排, 否則戶口不得透支。
- (c) 除上述(b)段的情況外, 如銀行在有關戶口存款不足下進行了提款或轉賬, 客戶須按銀行要求, 償還銀行所透支或轉賬款項, 並附加手續費及按銀行規定利率支付透支利息。

1.8 保留文件

- (a) 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。
- (b) 在不影響上述(a)段的情況下, 銀行可酌情及隨時就客戶的任何戶口而收到的一切文件, 經銀行安排將其儲存於微縮菲林或銀行認為適當的其他媒介之後, 即可予以銷毀及處置。

1.9 簽署和蓋章

客戶須按照已存於銀行登記樣本相同的形式簽署及/或圖記/蓋章。若客戶須更改銀行存檔的樣本簽字, 印章、圖章、地址或其他相關個人資料時, 須以書面通知銀行。然而, 簽字樣式及地址的更改須透過相應的文件予以證明, 亦即是身份證明文件及地址證明。銀行在實際收到此等更改通知之前, 有權按照銀行當時儲存的最近期的客戶指令或資料而執行。

2. 利息、服務費和付款

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利率賺取利息。此等利率於銀行的各支行公告及展示於銀行的網址, 並僅供參考。
- (b) 任何戶口的結存少於銀行不時規定的最低存款額, 該戶口將不獲享利息。

2.2 服務費

(a) 銀行可：

- (i) 就客戶的任何戶口，任何特殊或固定的指令或向客戶提供的任何服務收取服務費；
 - (ii) 就任何低於銀行規定最低結餘的戶口或在銀行訂定的期間內持續無收支的戶口及 / 或自開立戶口日三個月起 (或由銀行訂定的其他期間) 內取消的戶口收取服務費；及
 - (iii) 經預先通知，根據澳門銀行公會之適用規則和 / 或其他適用法律和規則，以銀行酌情認為適當的方式收取其他類別的費用。
- (b) 銀行可從客戶的任何戶口中扣除所有適用收費，並於扣除收費後通知客戶，說明收費的性質和金額。
- (c) 銀行服務費的詳情及細則在銀行所有支行均有展示，客戶亦可隨時向銀行要求索閱。

2.3 付款

客戶依照此等條款和條件應向銀行支付的所有付款應以澳門元 (或引致有關債務的任何其他貨幣) 支付，且無任何扣除，抵銷或反訴及毋須因該付款支付任何稅款。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。

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托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嚴重疏忽所導致之損毀、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托收所需授權第三者保管及處理所托收之支票 / 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。通過澳門票據交換所結算的票據，其款項通常可在存款後的第二個營業日收受。
- (b) 需澳門境外結算的票據的托收時間因應所涉及的國家而異，客戶應向銀行的任何支行查詢，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。如任何交易被拒絕兌現或遭付款銀行退回，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。

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托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) 上述賬項的托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托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

4.1 發出戶口結單

- (a) 戶口結單通常按月或按其他另行安排的時間寄給客戶。但對於在相關期間內無進支活動的戶口，銀行保留不發結單的權利。
- (b) 如果客戶在戶口結單有關期間過後十個營業日內仍未收到該戶口結單，客戶須即時通知銀行並要求發給結單的副本。

4.2 錯漏通知

假若銀行發給客戶的戶口結單、通知書或收條上有任何錯誤，客戶須於該結單上載的日期起九十天內把該等錯誤通知銀行，否則在不影響第 11.2 項條文的情況下該戶口結單、通知書或收條將被視作已獲客戶接納及以此為最後及具結論性的憑據，但銀行可酌情更改由於銀行不慎或錯誤記載的項目。

5. 特殊條款和條件

在不損本條款和條件其他規定的應用之情況下：

- (a) 支票戶口進一步受到附件一之規限；
- (b) 儲蓄及定期存款戶口 (包括「零存進富儲蓄計劃」戶口) 進一步受到附件二之規限；
- (c) [貴實理財] 及 [智選理財] 服務進一步受到附件三之規限；
- (d) 電子理財服務進一步受到附件四之規限；
- (e) 人民幣銀行服務進一步受到附件五之規限；及

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、關稅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、使用軍事或算籌力量，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. 匯款服務

- (a) 客戶同意當客戶作為每個匯款交易的匯款人時，銀行會將匯款申請表格上的資料，如客戶名稱、地址及客戶是否持有本銀行之戶口等資料需要透露予中介人或收款銀行。
- (b) 客戶於要求銀行提供匯出匯款服務時需自行負責向銀行提供準確的匯款收款方的資料。客戶確認，當銀行向客

戶提供辦理匯出匯款服務時，銀行只是擔當代理人的角色，對於收款方的運作或收取任何服務費，並無任何控制權。對於匯出的款項，收款方可動用該等匯款的時間將視乎收款方地點、電訊系統及銀行業務而定。

- (c) 對於電匯傳送過程中可能造成的任何損失、延誤、出錯、遺漏或殘缺，此等風險均由客戶承擔。但是，倘若該匯款未能完成，銀行會盡快通知客戶。
- (d) 如在運作情況上有需要，銀行保留透過以其不時訂定的任何往來銀行／代理人／中介人辦理匯出匯款的權利。如匯出匯款需要兌換為其他貨幣，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），而折換價須參照銀行當時的匯率。除非銀行與客戶之間另有約定，否則由銀行本身或其在香港以外的往來銀行／代理人／中介人因匯出款項而產生的收費和支出將從匯出款項中扣除。
- (e) 假如客戶取消匯出匯款服務並選擇以不同於匯出款項之貨幣收取退款，銀行將按退款當天的銀行買入價，將款項退還給客戶。任何因取消匯款而產生的費用，概由客戶支付，並由退還款項中扣除。客戶將不會獲退還電報費用和已繳付的佣金。
- (f) 如付款通知是在銀行不時規定的截止時間之後收到或付款通知上列明的生效日期較後於銀行收到該付款通知的收件日期，該匯入款項（任何貨幣）將不會在銀行收到該付款通知當日存入客戶的戶口。此等匯入款項須待匯入存款實際存入客戶的有利息戶口後才開始支付利息。
- (g) 任何以外幣為單位的匯入款項如需兌換為澳門元，將按銀行當時的澳門元賣出價兌換。
- (h) 銀行會就每一匯出匯款或匯入匯款向客戶發出通知，如有任何錯誤，客戶應盡快通知銀行。

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，即指每一位聯名人士；
- (c) 除另作訂明外，每一位聯名人士均有權獨立運用該戶口；
- (d) 銀行有權與任何聯名人士就任何事情上分別進行交易，並可在不影響銀行於其他聯名人士所享有的權利和補償的情況下，對任何聯名人士應負的責任作出改變，或是給予時間上的寬容或其他的特惠；
- (e) 倘聯名賬戶持有人發出不同指示，且互相抵觸，本行可：
 - (i) 按照任何該等指示行事；或
 - (ii) 延遲按照該等指示行事直至明顯的抵觸已獲解決；或
 - (iii) 僅按照所有聯名賬戶持有人一致同意指示行事；
- (f) 對任何聯名人士發出通知即視為有效地對所有聯名人士發出通知；
- (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戶口內；
- (h) 銀行可以代收任何發給一名或以上（但非全部）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；

- (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（經出示由澳門具權限當局發出之繼承證明（“確認繼承資格”，“公證確認繼承資格”或“認可分割之判決”）後）的指令處理該戶口的任何結餘。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、申請／被申請破產或清盤或精神或其他方面喪失能力，本行將有權以賬戶內的貸款結餘、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賬戶及拒絕任何與此有關的交易或拒絕接受有關賬戶或服務或其他方面的任何指示。

9. 付款予法定代表

客戶授權銀行在客戶的法定代表出示由澳門具權限當局發出之死亡證明文件及繼承證明（“確認繼承資格”，“公證確認繼承資格”或“認可分割之判決”）。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. 暫停戶口使用

- (a) 若銀行獲悉有關客戶之破產呈請，或客戶開始與任何債權人為考慮任何獨立自願債務償還安排而開始進行商議，銀行可暫停該客戶名下戶口的一切或任何使用，直至銀行確信有關呈請已獲不可撤銷地解除為止。上述暫停使用期間，無論銀行與客戶之間關於客戶名下戶口、信用或其他信貸或銀行安排之任何現有或將來的授權書或其他協議有任何條款規定，銀行有絕對酌情權拒絕依照有關該客戶名下戶口之使用的一切或任何指示（無論是銀行獲悉有關該客戶破產之呈請之前或之後發出的）行事。
- (b) 如任何客戶進行可疑交易，銀行可暫停所有或任何與客戶名下持有的戶口有關的交易活動，直至銀行認為該等由客戶持有的戶口不存在違法或可疑交易活動。
- (c) 銀行不須向客戶承擔任何根據以上(a)段關於暫停使用任何戶口所採取或不採取的任何行為的責任，除非是由於銀行的管理人員、僱員或代理人嚴重疏忽或行為不當直接引致。

11. 投訴、法律責任及彌償

11.1 投訴

客戶若有任何投訴，可透過電話、電郵或網址以書面方式或透過投訴熱線向銀行任何一間支行提出，該等投訴必須清楚列明客戶的身份、客戶的賬號、地址及投訴的性質。

11.2 法律責任及彌償：

- (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) 銀行以誠信執行的情況下，誤會或誤解任何由電話、電子媒介或其他方式發出之指令；
- (iii) 客戶不能連接上或使用銀行提供的任何電子銀行服務；
- (iv) 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；或
- (v) 不受本行控制的任何原因或理由，包括但不限於違反任何條例、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可徵費、稅項、禁運令、暫緩、外限制或政府或其他部門的其他行為，郵遞的任可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、收入或暫停買賣、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的、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。

- (b) 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訴訟、責任、索償、訴訟、損失或損害賠償、稅務費用及任何銀行因此而引起的成本或支出（包括法律費用），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、僱員或代理人員的嚴重疏忽或故意犯錯造成。

11.3 無間接損害賠償

如發現銀行對其任何行為或遺漏、嚴重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、嚴重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. 抵銷

12.1 抵銷

銀行可隨時及在毋須預先通知的情況下，組合或合併任何戶口（以任何類別、任何地方、不論戶口是否以客戶個人或與其他人聯名義管有，及是否需要通知），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。並且，若組合、合併、抵銷、扣除、提款、申請及/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交易的即時外幣兌換率為準（銀行有最終決定權）。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支付一個或多個客戶所欠銀行的債務。銀行將立即向客戶通告有關此條款之執行。

12.2 留置權

客戶授權銀行行使留置權以接管擁有或控制客戶於銀行存放的所有資產，不管該資產以任何理由，或是否與一般性的銀行業務往來相關。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。

12.3 其他權利

銀行於第 12 項條文下的權力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。

13. 修改

銀行可在預先通知情況下，更改、修改或補充任何條款和條件。該等通知將依照第 15 項條文發給客戶。如客戶不同意任何該修改內容，客戶必須於生效日期前通知銀行。

14. 個人資料保護

任何向銀行提供的個人資料（定義見澳門特別行政區法例《個人資料保護法例第 8/2005 號》）將依照銀行不時給予客戶的《個人資料保護法例之通知》處理，並明確納入本條款及條件。

15. 通知

- (a) 銀行可透過不時由客戶提供並於銀行有記錄的聯絡資料（包括地址、電話號碼、電子郵件及傳真號碼）以書面的方式向客戶發出任何通知、要求、公告或其他通訊。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；
 - (i) 如專人送遞，在送遞之時；
 - (ii) 如以郵遞，在郵寄日後的第七個營業日；及
 - (iii) 如以傳真、電子郵件、短訊或其他電子方式傳送，則在發出當日。
- (b) 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：
 - (i) 銀行在其支行放置或展示該等通知或宣佈；或
 - (ii) 銀行於澳門每日流通的報紙登載或展示該等通知；或
 - (iii) 銀行以普通郵遞方式將通知寄往最後為銀行所知悉的客戶地址；或
 - (iv) 通過銀行提供的電子銀行服務就運作的交易在銀行的網址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。

16. 其他

16.1 並非豁免

銀行任何根據此等條款和條件之行為或遺漏，均不影響其權利、權力及法律補救方法。

16.2 轉讓

未經銀行事先書面同意，客戶對其在此等條款和條件項下之任何權利或義務的轉讓一律無效。

16.3 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、清算及相類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分操控者或管理人的任何行為或疏忽上負責。

16.4 錄音及記錄

客戶明示聲明授權銀行以任何方式記錄與任何賬戶及 / 或銀行向客戶提供之服務有關的電話對話及任何形式的客戶 (或任何代表客戶行事之人) 的指示，目的為 (i) 確認銀行職員提供服務之質素，或 (ii) 解決有關客戶向銀行發出的指示的爭議，或 (iii) 驗證客戶提出的指示，或 (iv) 履行法律或規範性要求。客戶承認及同意銀行將按其自行決定必要期限保存該等記錄。為免疑問，客戶明示聲明同意該等記錄可被銀行用於解決因客戶的任何指示條款而產生的任何爭議，且銀行可使用該等記錄作為最終證據以解決該等爭議。

16.5 可分割性

此條款及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。

16.6 確認

本行已適當及完整地向客戶告知此條款及條件的全部內容。客戶在此聲明及保證知悉、理解及接受此條款及條件的所有內容及資料。

16.7 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. 適用法律及司法管轄權

此等條款受中華人民共和國澳門特別行政區之法律管限，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司法法例以及所有有關的政府及其他監管團體及機關的條例、監管條文、指引、政策及指令所約束。客戶服從澳門法院之非專屬性司法權管轄，惟此等條款可在任何具司法管轄權之法院中強制執行。

附件一

支票戶口的條款和條件

以下的條款和條件適用於銀行向其客戶提供的所有支票戶口有關服務。銀行不時制定的“戶口及有關服務的條款和條件”(下稱“條款和條件”)應視為已全文載於本附件，適用於下述情況。

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) 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

銀行收到申請新支票簿的指示後，將把所申請的支票簿按客戶指示的方式遞交至客戶向銀行提供的地址，遞交費用由客戶承擔。如上述遞交方式造成任何延誤或損失，銀行概不負責。除非該延誤或損失是直接由於銀行的疏忽及故意的不當行為所引起。

3. 支票簿的保管使用

- (a) 客戶收到支票簿時，應仔細核對支票張數和檢查支票上所印的賬號及支票系列號碼。如有任何不符，應立即通知銀行。
- (b) 支票簿必須放置於安全之處，以防遺失或被竊。
- (c) 客戶如有已簽署的支票或支票簿遺失或被竊，必須立即以書面通知銀行。如在銀行實際收到通知之前支票已被兌付，銀行概不負責客戶的損失。

4. 填寫支票方法

- (a) 客戶填寫支票時，應使用不可擦除的墨水或原子筆清楚寫明支票的大寫金額和數目字金額，為防止欺詐，大寫金額和數目字金額應盡量貼近左邊以免被加插文字或數目。大寫金額後應畫一條線或以“正”字押尾。
- (b) 支票上的所有塗改必須由客戶全簽確認。銀行不負責因為支票有不易察覺的塗改而產生的損失。如果支票金額填寫有誤，應將該支票作廢，另填一張新支票。
- (c) 客戶同意填寫支票時需小心謹慎，避免以任何可能使支票被塗改或可能有利欺詐偽造的方法和 / 或方式填寫支票。

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，使之只可通過銀行兌付。如果所發送的支票為入賬支票，應附函對銀行作出指示。

6. 停止支付

- (a) 如客戶欲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。上述指示應包括以下內容：
 - (i) 支票號碼；
 - (ii) 支票簽發日期；
 - (iii) 收款人名稱；及
 - (iv) 金額。
- (b) 客戶同意當客戶關於廢止支票以避免支付的指示於支票提示付款期限內作出，銀行只會於支票提示付款期限屆滿後停止支付。

(c) 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) 於 (aa) 支票提示付款期限屆滿前，及 (bb) 支票提示付款期限屆滿後，銀行不須對未有執行客戶指示承擔責任，除非，在後者情況下，未執行指示是由於銀行任何管理人員、僱員或代理人的重大過失或故意行為不當所導致；
- (iii) 如果支票已被收回或銷毀，或需取消停止支付指示時，儘快以書面通知銀行
- (iv) 若銀行未能於支票提示付款期限屆後六個月內收到任何取消廢止的指示，則支票將視為確定廢止。

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) 銀行無義務承允任何有污損、填寫有誤或塗改後未經客戶全簽確認的支票。如果銀行在其管理人員、僱員或代理人並無重大過失或故意行為不當的情況下承允上述任何支票，銀行不須因此而對客戶承擔任何責任。

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訂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澳門元，並以澳門元支付。
- (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。

10. 支票結算方式

- (a) 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，可由代收銀行或澳門票據交換所保留。保留期為與結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或澳門票據交換所（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澳門結算所訂立合約。
- (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時間。

附件二

儲蓄戶口、通知存款戶口和定期存款戶口的條款和條件

(包括「零存進富儲蓄計劃」戶口的條款和條件)

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）、通知存款戶口、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，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（凡意思所需之處），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。銀行不時制定的「戶口及有關服務的條款和條件」（下稱「條款和條件」）應視為已全文載於本附件，適用於下述情況。

1. 提款和付款

- (a) 客戶可於銀行在澳門的任何支行填妥銀行提供適當的提款單後或以其他經銀行預先安排的方式從客戶的儲蓄戶口、通知存款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澳門元，並以澳門元支付。
- (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、圖記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。

2. 利息

- (a) 儲蓄戶口的利息將按戶口的每日結餘以由銀行不時釐訂的利率累計。累積的應計利息將每月存入該儲蓄戶口。
- (b) 定期存款（包括「零存進富儲蓄計劃」）的利息在存款期內固定不變。除非客戶與銀行有特別協議，定期存款的利息於到期日支付給客戶。

3. 收費

客戶向外幣戶口或儲蓄戶口存入外幣現鈔、支票、匯票、付款憑單或其他款項票據，銀行可按面額收取佣金。

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) 通知存款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。

乙. 定期存款戶口補充條款和條件

以下之條款和條件（凡意思所需之處）適用於客戶於銀行開立及/或維持的定期存款戶口。

1. 到期存款

- (a) 於定期存款到期前或到期時，客戶可向銀行提供存款到期指示處理定期存款於到期時的本息安排。定期存款的本息可被提取及存入客戶在銀行開立的其他戶口或在銀行與客戶同意下（「零存進富儲蓄計劃」除外），以本

票或其他方式支付予客戶要求的人仕，而銀行可收取已預先訂明簽發本票或由銀行及客戶同意的其他方式以支付定期存款本息的手續費。

- (b) 如客戶沒有到期指示，到期存款的本息將存入銀行認為適當並以該客戶名稱開立的戶口。該戶口將按適用於銀行不時釐定的一般儲蓄戶口的利率計息。

2. 非營業日

如果存款到期之日並非營業日，該存款應於下一營業日支付，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分提款

客戶不得於定期存款到期前提取金額。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，銀行可收取費用 / 或沒收存款的全部或部分已累積的應計利息。

丙. 「零存進富儲蓄計劃」補充條款和條件

以下之條款和條件（凡文意所需之處）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「零存進富儲蓄計劃」之存款為外幣存款，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。如直接繳款將會於非營業日執行，該繳款將會在隨後的營業日執行。

- (b) 如支付存款，分期供款或到期本息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，而兌換價按兌換當時銀行提供的匯率計算。銀行保留酌情權接受或拒絕客戶任何兌換的要求，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行，而銀行可直接由相關提存款項扣除該費用。

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」之適手利率在存款期內固定不變，並由銀行於零存進富儲蓄計劃戶口開設時指定。

(b) 「零存進富儲蓄計劃」的利息每月複息計算，並於存款到期日連本金一併提取。

4. 違約（只適用於「零存進富儲蓄計劃」）

如客戶於到期存款日未能如期存款，該期存款將不獲發息，直至存款收妥為止。存款必須於下期存款到期前繳付，否則將不被銀行接納。如連續兩期（或銀行不時指定的其他存款期）未能收到客戶存款，客戶的「零存進富儲蓄計劃」戶口內之結餘將立即以銀行不時公佈的普通儲蓄利率計算利息。

5. 提早結束戶口及提取部份款項

客戶不得在「零存進富儲蓄計劃」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，銀行可收取費用及 / 或沒收存款的全部或部份已累積的應計利息。如開戶三個月（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，取消戶口當日之普通儲蓄利率或開立戶口時之普通儲蓄利率。

附件三

「貴實理財」及「智選理財」的條款和條件

以下的條款和條件適用於銀行向其客戶提供的「貴實理財」和「智選理財」服務。銀行不時制定的「戶口及有關服務的條款和條件(個人戶口)」(下稱「條款和條件」)應視為已全文載於本附件,適用於下述情況。

1. 條件

客戶若符合銀行不時設定的條件,銀行可向客戶提供「貴實理財」和「智選理財」服務。該條件包括維持銀行所規定的最低結餘。如果客戶的每日平均合併結餘(依照本附件第3條計算)不能達到銀行規定的最低額和/或客戶戶口內無足夠存款支付下述第4條的服務收費,銀行有權終止或暫停提供上述服務。

2. 免退票保障

- 依照「貴實理財」和「智選理財」服務的規定,即使客戶的支賬戶口資金不足,銀行將仍然處理和兌付客戶所開出的支票(下稱「免退票保障」)享有此項保障的支票兌付次數不限,但支票兌付免退票交易總額不可超過銀行不時設定的限額(下稱「限額」)。客戶在申請獲得批准後最少滿一個曆月方可享有免退票保障。
- 免退票保障只適用於客戶以其指定(並經銀行批准)的同一個支票戶口簽發的支票付款。若該客戶擁有超過一個支票戶口,客戶必須指定可享有這項保障的一個戶口。
- 欲享有免退票保障,客戶必須:
 - 在客戶使用或試圖使用免退票保障的當日之前的一個曆月內,每日平均合併結餘維持於銀行所要求的最低款項。
 - 在使用或試圖使用免退票保障的當日,並無拖欠銀行連續超過三十日或其他由銀行決定的日數而仍未清還的臨時透支額;
 - 在使用或試圖使用免退票保障的當日,並無拖欠銀行已逾期超過七日或其他由銀行決定的日數而仍未繳付的分期還款;及
 - 通過銀行的信用分析及審核。
- 客戶在享用免退票保障時,須即時清還予銀行提供免退票保障的成本和賠償銀行所蒙受的損失或損害,包括利息和各項費用。

銀行將就免退票保障收取臨時透支利息,息率由銀行不時釐定。

3. 每日平均合併結餘

- 銀行將參照下列各項計算客戶的每日平均合併結餘:
 - 客戶在銀行持有的所有個人戶口的每日平均結餘;加上
 - 客戶與其他人士在銀行持有的聯名戶口的每日平均結餘;加上
 - 客戶的每日平均投資結餘;該平均投資結餘乃參照該客戶以其個人名義在銀行開立之任何投資戶口內的結餘,和在該客戶與任何其他人士於銀行聯名持有之該等戶口的結餘計算;加上
 - 客戶透過銀行向指定保險公司所購買的指定保險計劃之累積已繳保費或現金價/保單價值,以較高者為準(上述保費或價值的資料由有關保險公司定期提供予銀行,而被納入計算之保險計劃不包括已與銀

行解除銷售合作關係的保險公司的保險計劃);扣除

(v) 客戶任何尚未清還的臨時透支額。

- 為計算 3(a) (iv) 條條款中所述之客戶所購保險計劃的累積已繳保費或現金價值/保單價值,客戶謹此同意並授權銀行向有關保險公司索取相關資料/文件(如銀行認為需要);而銀行毋須就此事前通知客戶。
- 由於處理需時,某些投資交易及保險計劃之價值或許未能即時計算在每日平均合併結餘之內,以致影響本行記錄內的每日平均合併結餘,於此情況下,有關之投資結餘及保險計劃之累積已繳保費或現金價值/保單價值將由銀行全權酌情決定。

4. 收費

- 客戶須就「貴實理財」或「智選理財」服務支付由銀行釐定的費用及其他收費予銀行。
- 若客戶在連續三個曆月內於銀行的每日平均合併結餘低於銀行所要求的最低款額,客戶每月須向銀行繳付服務月費或其他由銀行決定之費用作為服務費。同時,若客戶成為銀行的「貴實理財」或「智選理財」客戶後,在銀行不時指定的時間內,於銀行的每日平均合併結餘低於銀行所要求的最低款額,客戶須向銀行繳付有關「貴實理財」或「智選理財」之迎新禮品費用(有關費用由銀行決定)。
- 在不影響上述條款(a)及(b)的權利下,若客戶在成為銀行的「貴實理財」或「智選理財」客戶後首六個月內終止「貴實理財」或「智選理財」服務,客戶另須向銀行繳付終止服務手續費、迎新禮品費用(有關費用由銀行決定)及其他由銀行決定之費用。
- 客戶授權銀行可從客戶在銀行持有的任何戶口的結餘扣除客戶就「貴實理財」或「智選理財」服務須支付的任何費用、收費、及其他到期或應付的金額,包括任何「貴實理財」或「智選理財」迎新禮品費用。
- 在不影響銀行其他權利的情況下,銀行可隨時終止或暫停「貴實理財」或「智選理財」服務或任何戶口服務倘:
 - 客戶在銀行的戶口沒有足夠款項以支付任何費用、收費及其他到期或應付的金額;或
 - 客戶於銀行的每日平均合併結餘在任一個曆月內不能維持在銀行所要求的最低款額。

5. 「貴實理財」電話、傳真及網上指示

- 銀行可被要求(但無義務)依賴及依據來自或聲稱來自客戶或任何客戶授權人士(由銀行按誠信原則斷定)的有關客戶戶口的任何電話、傳真或網上指示行事,而無須查證發出或聲稱發出該指示的人士的身份或任何簽字的真實性(只要該簽字看似符合客戶留存於銀行的客戶簽字式樣或客戶有關授權人士簽字式樣(由銀行按誠信原則斷定)),亦無須考慮發出該指示時的情形。銀行有權視上述任何指示為由客戶充分授權和對客戶有約束力的指示。
- 銀行有權(但無義務)於合理可行時就上述指示或依照上述指示採取銀行按誠信原則認為是適當的措施,而無須顧及該指示、交易、安排的性質或所涉及的金額,亦無須理會該指示的詞語中是否有任何錯誤、誤解或不清晰之處。
- 該指示未終止之前,客戶仍須對銀行根據本附錄的條款所作的任何行為負責。

6. 更改及終止

- (a) 事前具有通知下，不論事前具有原因與否，銀行有權更改或終止「貴賓理財」或「智選理財」服務，或「貴賓理財」或「智選理財」服務的任何部分，而不影響該客戶因持有任何戶口或服務而享有之權利和承擔的責任，而該等戶口或服務將繼續由適用的戶口或服務條款及條件所管限。

附件四

電子理財服務的條款和條件

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。銀行不時制定，同時向客戶告知並由客戶承認和接受的有關“戶口及有關服務的條款和條件”(下稱“條款和條件”)應視為已全文載於本附件，適用於下述情況。

甲. 電子理財服務的一般規定

1. 定義

“自動櫃員機”指自動櫃員機。

“自動櫃員機卡”指發給客戶名下的扣賬卡及貴賓理財扣賬卡。

“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。

“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便利或服務。

“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便利或服務。

“電話銀行服務”指銀行通過電話向客戶提供的任何銀行服務。

“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”。

“客戶名稱”指銀行提供給客戶或由客戶自選（及銀行認可）之客戶名稱，用來進行電子理財服務交易。

“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”指銀行通過電子方式向其客戶提供的任何銀行服務，客戶可透過自動櫃員機、電腦、電話或由其他銀行不時規定可連接銀行系統之工具向銀行取得資料及/發出指示。

“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。

“網上銀行服務”指銀行透過其網站向客戶提供的任何銀行服務，客戶可使用電腦系統向銀行取得資料及/或發出指示。

“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，用作使用適用的電子理財服務。

“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。

“保安編碼”指由保安編碼器於有關時間自動計算和顯示的一次性密碼，以用作使用銀行不時指定的某類電子理財服務。

2. 服務範圍、限額及截數時間

(a) 客戶須在澳門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，將由銀行不時全權決定。恕不另行通知客戶（除非服務收費有更改）。

- (c) 於澳門每日截數時間過後或於非營業日進行的任何交易，一律於下一營業日入帳。
- (d) 銀行可酌情隨時增加、限制、暫停或終止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，皆以此電子理財服務的條款和條件為準。

3. 客戶名稱、私人密碼及保安編碼

- (a) 客戶應採取合理措施以將銀行卡、客戶名稱、私人密碼及保安編碼妥善存放及保密。客戶應該：
 - (i) 於收到銀行提供的首個私人密碼時，依照銀行的指示即時更改由銀行提供的私人密碼至一個自選的私人密碼；
 - (ii) 設定新密碼時，切勿選用如出生日期、電話號碼或客戶姓名中可認知的部份等資料；
 - (iii) 熟記客戶名稱及私人密碼並銷毀發給客戶的客戶名稱及私人密碼通知；
 - (iv) 不向任何人透露、分享及或讓他人取得或使用銀行卡客戶名稱、私人密碼或保安編碼；
 - (v) 不要將私人密碼寫在銀行所發的任何銀行卡上或將私人密碼與銀行卡放置一起；
 - (vi) 不要不加掩飾地寫下或記錄銀行卡客戶名稱、私人密碼或保安編碼，及
 - (vii) 定時更改私人密碼。若客戶未能遵守上述措施，有可能需要承擔上由此引起的損失。
- (b) 客戶明白及承認客戶的銀行卡；客戶名稱及/或私人密碼及/或保安編碼有被未獲授權人士濫用或被用於未獲批准的用途的風險。如果客戶得到通知或懷疑銀行卡、客戶名稱及/或私人密碼及/或保安編碼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、客戶名稱及/或私人密碼及/或保安編碼作出任何未獲授權的指示或交易，客戶應立即通知銀行。若客戶未能立即通知銀行該等事情，或在其他方面有欺詐或嚴重疏忽行為，他人使用銀行卡、客戶名稱及/或私人密碼及/或保安編碼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、客戶名稱及/或私人密碼及/或保安編碼發出的所有指示將被銀行所依賴或執行。假如所使用的銀行卡、客戶名稱及/或私人密碼及/或保安編碼正確，銀行並無責任核證向銀行作出指示的人士的身份或授權。
- (d) 銀行卡、客戶名稱或私人密碼或保安編碼於未被客戶更改或被銀行或其他發出機構取消之前將一直有效(以銀行已收到有關客戶的取消通知為條件)。

4. 暫停或終止服務

在客戶結清戶口或其他情況下，銀行可暫停或終止任何電子理財服務。若客戶要暫停或終止任何電子理財服務，須在向銀行發出通知而且銀行有合理機會根據該通知行事之後才生效。客戶若因任何原因自願或非自願暫停或終止任何電子理

財服務而蒙受或引致任何損失或損害，銀行概不承擔責任。但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，銀行將分別發給每一戶口持有人：
 - (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“網上銀行服務”及/或“電話銀行服務”客戶名稱及私人密碼及如適用的保安編碼器。
- (b) 須經兩名或以上戶口持有人簽字才可運用的聯名戶口將不享有電子理財服務。

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、貸款利率或息率僅供參考用，除非經銀行確認，否則對銀行並無約束力。如果客戶在電子理財交易中接受上述經確認的匯率、貸款利率或息率，則上述經確認的匯率、貸款利率或息率對客戶有約束力，儘管銀行可能在有關時間通過其他通訊方法報出了不同的匯率、貸款利率或息率。
- (b) 在任何交易中，客戶可選擇港元/澳門元為扣數戶口，客戶需承認及同意該扣數金額會因應匯率的差別而有所不同。

7. 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。

8. 電子理財指示

- (a) 如客戶需要作出任何電子理財交易，客戶必須提供私人密碼及/或其他銀行要求的資料作出適當的電子理財指示。
- (b) 銀行將不會就任何一項電子理財交易向客戶提出個別通知。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) 任何經客戶確認的電子理財服務，即不可修改、取消或收回。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。銀行在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。

9. 客戶的承諾

- (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或銀行網站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理財服務，毋須通知客戶，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。

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) 在條款和條件第 11.2 條的前提下及不影響本附表 甲部第 3 條的情況下，如果因電腦罪行或系統錯誤而造成未經授權的電子理財服務交易，而且銀行認為客戶方面並無嚴重疏忽、欺詐或錯誤，如未能妥善保管接駁電子理財服務的設備，則客戶將毋須負責其所蒙受的任何直接損失。

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。客戶須確保任何人不應在沒有銀行的預先書面同意下，改編程序、竄改、更換、維修、移取或以任何形式調整保安編碼。

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服務手續費用。

乙. 自動櫃員機服務和環球迅匯服務

1. 自動櫃員機卡或環球迅匯卡的使用

- (a) 自動櫃員機或環球迅匯卡於以下地方使用：
 - (i) 銀行、銀通系統轄下成員銀行所設置或擁有的任何自動櫃員機或中國內地銀聯自動櫃員機網絡；
 - (ii) 易辦事(香港)有限公司("EPSCO")或銀行所指定的銷售點終端機；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。
- (b) 自動提款機卡及環球迅匯卡均不可轉讓。

2. 電子付款系統

- (a) 銀行有權決定適用的交易限額，並有酌情權決定增加或更改交易限額。如有任何商戶拒絕接受或承付銀行卡，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，使用銀行卡獲得或購買的任何商品或服務的所有權、適銷性、質量、適用性、充分性亦不由銀行負責。
- (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

銀行卡屬銀行財產，客戶應在銀行要求時立即將之退還銀行。客戶須自行保管其銀行卡(環球迅匯卡則由受益人保管)，不可准許除客戶(或受益人，如對環球迅匯卡而言)之外的任何其他人士使用。

4. 銀行卡遺失或被竊

如果客戶的任何銀行卡遺失或被竊，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，一律可能需由客戶負責。銀行補發新銀行卡時可收取費用。

5. 自動櫃員機沒收銀行卡

在某些情況下，自動櫃員機可能會沒收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，客戶應聯絡銀行的任何支行或電話銀行服務中心要求援助。

6. 以外幣交易

如以港元以外的貨幣進行自動提款機卡交易或環球迅匯卡交易，銀行將參考網路供應商及/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，連同網路供應商及/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澳門元或港元後，並從適當的客戶戶口扣取。

只適用於自動櫃員機卡

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全部有關費用及收費亦將於到期應付時從有關戶口，受益人戶口或客戶於銀行開設的其他戶口扣數，且不可退還。

只適用於環球迅匯卡交易

1. 環球迅匯卡交易的戶口扣數

任何環球迅匯卡交易所涉及的款項將從受益人戶口扣除。任何環球迅匯服務或任何環球迅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，且不可退還。

2. 對便利及服務負責

向受益人名下提供的環球迅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迅匯卡。客戶須對環球迅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迅匯卡和私人密碼負責。用環球迅匯卡進行所有環球迅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迅匯卡及私人密碼的保安措施，客戶須需對由未經授權的環球迅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。

附件五

人民幣銀行服務的條款和條件

以下的條款和條件(下稱"補充條款")適用於銀行向其客戶提供的人民幣銀行服務。銀行不時制定的"戶口及有關服務的條款和條件(個人戶口)"(下稱"條款和條件")應視為已全文載於本附件，適用於下述情況。

1. 服務範圍及金額限制

- (a) 銀行有絕對酌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) 銀行可酌情隨時增加，限制，暫停或終止任何或所有人民幣銀行服務。

2. 開立戶口

- (a) 銀行可為持有有效澳門身份證的客戶開立儲蓄戶口或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，條款和條件及補充條款(可根據條款和條件第 13 項條文不時加以修改和補充)以及澳門適用法律的限制。

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轉賬或由澳門元經銀行以即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。銀行有絕對酌情權接受或不接受客戶的人民幣現鈔。
- (c) 定期存款戶口及其他銀行指定之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。

4. 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澳門元或澳門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澳門元之用的人民幣現鈔，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嚴重疏忽及故意的不當行為而引起，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。

5. 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，匯至客戶於中國內地或澳門以外其他地方，但該等匯款須受制於中國內地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補充條款及/或法例的人民幣匯款至中國內地或澳門

以外其他地方的指示。

- (b) 客戶承認，當銀行向客戶提供人民幣匯款服務至中國內地或澳門以外其他地方時，銀行只是擔當代理人的角色。對於中國內地或澳門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，所有電匯至中國內地或澳門以外其他地方的人民幣匯款將受澳門金融管理局及/或中國內地有關當局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守則及條例。
- (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內地或澳門以外其他地方的銀行戶口資料失實，或客戶累積匯款金額(經銀行或其他在澳門的金融服務中介人)超過澳門金融管理局及/或中國內地有關當局規定的限額，匯款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。

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

The terms and conditions set out below and in the Schedule (the "Terms and Conditions") apply to all accounts and services provided by China Construction Bank Corporation Macau Branch (the "Bank", which includes all the subbranches and offices of China Construction Bank Corporation Macau Branch 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 REGARDING ACCOUNTS**1.1 Definitions**

"Business Day" means a day on which the Bank is open for banking business in Macau.

"Macau" means the Macau Special Administrative Region of the People's Republic of China.

"Mainland China" means the territory of the People's Republic of China excluding Hong Kong and Macau Special Administrative Region and Taiwan Province of the People's Republic of China.

"Renminbi" means the lawful currency for the time being of Mainland China.

"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.

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, includes an individual, a company, a partnership or body unincorporated and its successors and assigns.

1.3 Terms governing accounts

Any 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, these Terms and Conditions (as amended and supplemented from time to time in accordance with Clause 13) and the applicable laws of Macau. Customers are required to provide the Bank with accurate, complete and acceptable identification, information and references, that can be requested by the Bank from time to time, and to complete and sign such forms and specimen signature cards as may be prescribed by the Bank from time to time in accordance with the relevant laws and regulations.

1.4 Compliance with orders

The Customer authorizes the Bank to

- (a) honour 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);
- (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).

1.5 Minimum balance

The Customer is required to maintain such minimum balance in an account as the Bank may from time to time require.

1.6 Closure of accounts

- (a) The Bank may close any account of the Customer
 - (i) if the account has a zero balance and the account has remained inactive for such period as the Bank may determine; or
 - (ii) with immediate effect if the account, in its opinion, is being used for illegal or improper purposes or has not been conducted in a satisfactory or reasonable manner; or
 - (iii) by providing reasonable prior notice with or without providing specific reasons for closure.
- (b) Upon notice of closure being sent to the Customer in accordance with Clause 15, the Customer may collect the balance (less all charges) from the Bank during the Bank's normal business hours or the Bank may, at its discretion, remit the 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).
- (c) Upon completion of the closure of account referred to in paragraph (b) above, the Bank shall be totally released or discharged from any further obligations including payment of any check drawn by the Customer and subsequently presented. The Customer agrees to be solely responsible for any and all consequences resulting or arising from such closure.

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. The Bank is not obliged to act on any instruction or request for withdrawal or transfer if there are insufficient funds in the relevant account.
- (b) No account may be overdrawn except by prior arrangement with the Bank.

- (c) Notwithstanding paragraph (b) above, if a withdrawal or transfer has been made by the Bank without sufficient funds in the relevant account, the Customer shall repay to the Bank on demand the moneys overdrawn or transferred together with handling charges and interest at the rate charged by the Bank for overdrafts.

1.8 Retention of documents

- (a) 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.
- (b) Without prejudice to paragraph (a) above, the Bank may, at its discretion and at any time, destroy or dispose of all documents received by it in connection with any account of the Customer once the Bank has arranged for these documents to be stored on microfilm or any other medium as the Bank may consider appropriate.

1.9 Signature and chop

The Customer is requested to observe the same style of signature and/or seal/chop (if applicable) as set out in the specimen registered at the Bank. The Customer must give prior written notice to the Bank in respect of any change of specimen signature, seal, chop, address or other pertinent particulars recorded with the Bank. However, the change of the signature and address must be duly evidenced through the respective documents, i.e. identification document and proof of address. Prior to its actual receipt of such notice, the Bank shall be entitled to act on the basis of the most recent instruction or information of the Customer then kept by the Bank.

2. INTEREST, SERVICE CHARGES AND PAYMENTS

2.1 Interest

- (a) Interest may be earned on such accounts as are determined by the Bank and at such rates as are determined and publicized by the Bank from time to time. These rates will be posted at all subbranches of the Bank and displayed on the Bank's website 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.

2.2 Service charges

- (a) The Bank may:
 - (i) levy a service charge on any account of or any special or standing instruction of or any service provided to the Customer;
 - (ii) levy a service charge on an account if the balance in that account falls below the minimum amount prescribed by the Bank or that account remains inactive for such period as the Bank may determine and/or is closed within three 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 rules of the Macau Association of Banks and/or other applicable laws and rules and in such manner as the Bank at its discretion thinks fit.

- (b) The Bank may debit the amount of all applicable charges from any account of the Customer 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 Bank's charges are displayed at all subbranches of the Bank and are also available upon request.

2.3 Payments

All payments by the Customer to the Bank pursuant to these Terms and Conditions shall be made in Macau patacas (or in any other currency in which the relevant liability is incurred) without any deduction, set-off or counterclaim and free and clear of any taxes. 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.

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 gross negligence 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 Macau Clearing House, 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 Macau, the collection schedule varies depending upon the country involved and the Customer should make inquiry at any subbranch 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.

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 favour 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

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 arranged. The Bank, however, reserves the right not to send an account statement to the Customer if there is no record of activity in the account during the relevant period.
- (b) If the Customer fails to receive an account statement within ten Business Days after the end of the period to which the statement relates, the Customer should immediately notify the Bank and request a copy of the same.

4.2 Notification of errors

The Customer must notify the Bank of any errors in any account statement, advice or acknowledgement sent to the Customer by the Bank within 90 days of the date of such statement, failing which the statement, advice or acknowledgement shall, subject to Clause 11.2, be deemed to be accepted by the Customer and be regarded as final and conclusive except that the Bank may at its discretion adjust any entries mistakenly or erroneously made by it.

5. SPECIFIC TERMS AND CONDITIONS

Without prejudice to the application of other provisions of these Terms and Conditions:

- (a) checking accounts are further subject to the provisions of Schedule 1;
- (b) savings and time deposit accounts (including prime-linked Savings Accounts, fixed rate target savings accounts and prime-linked time deposit accounts) are further subject to the provisions of Schedule 2;
- (c) Premier Banking and Wise Banking service is further subject to the provisions of Schedule 3;
- (d) Electronic Banking Services are further subject to the provisions of Schedule 4; and
- (e) Renminbi Banking accounts are further subject to provisions of Schedule 5.

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.

7. REMITTANCE SERVICES

- (a) The Customer agrees that, as a remitter in respect of each remittance transaction, the information in the remittance application form, such as the Customer's name, address and whether a bank account exists with the Bank, is required to be disclosed to the intermediary and receiving banks.
- (b) The Customer is solely responsible for providing accurate information regarding the receiving party to the Bank for making out-going Funds Transfer. The Customer acknowledges that the Bank is acting solely as the Customer's agent when providing out-going Funds Transfer 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 out-going Funds Transfer is subject to the location, local telecommunication system and the banking practices at the receiving party.
- (c) The Customer accepts the risk for any loss, delay, error, omission or mutilation which may occur in the transmission of any out-going Funds Transfer. The Bank will, however, promptly notify the Customer if an out-going Funds Transfer cannot be effected.
- (d) In making an out-going Funds Transfer, the Bank reserves the right to effect such transfer through any correspondent/agent/intermediary as it may from time to time determine in accordance with its operational requirements. Where

conversion of currencies is required for making an out-going transfer, such conversion shall not exceed the daily or transaction limits imposed by the Bank, if any, and is subject to the then prevailing rate of exchange of the Bank. Unless otherwise agreed between the Bank and the Customer, charges and expenses incurred by the Bank or the correspondents/agents/intermediaries of the Bank will be deducted from the funds remitted.

- (e) In case of cancellation of an out-going Funds Transfer 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 buying 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.
- (f) Incoming remittances (denominated in any currency) in favour of the Customer will not be credited into the Customer's account on the day a payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time or the value date specified in that payment advice is later than the day that payment advice is received by the Bank. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing account of the Customer.
- (g) In relation to an incoming foreign currency remittance, if the foreign currency remittance is required to be converted into Macau patacas, the Bank's then prevailing buying rate will apply.
- (h) An advice will be sent to the Customer after each out-going funds transfer or incoming remittance is made or received by the Bank. The Customer should promptly notify the Bank of any errors.

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 of such persons;
- (c) each of such persons shall, unless otherwise specified, be entitled to operate the account independently from the others;
- (d) the Bank shall be entitled to deal separately with any such person on any matter, and may vary the liability or grant time or other indulgence to any such person, without affecting the Bank's rights and remedies against any other such persons;
- (e) where separate instructions are given by the joint account holders and they are in conflict; the Bank may :
 - (i) act on any of those instructions; or
 - (ii) delay in acting on those instructions until the apparent conflict has been resolved; or
 - (iii) act only on the unanimous instructions of all joint account holders;
- (f) any notice to any one such person will be deemed effective notification to 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 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 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; and
- (j) subject to applicable law, on the death of any of such persons, the Bank will hold any credit balance of the 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 Certificate of Inheritance ("Habilitação de Herdeiros", "Habilitação Notarial" or "Sentença Homologatória de Partilha"), all of which shall be issued by the competent Macau Authority 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, filing for bankruptcy or liquidation or mental or other incapacity of one or more of such persons, the Banks shall have the right to set off the any claims the Banks has or may have against such person or persons howsoever incurred against any credit balance in the account and further, the Bank shall have the right, in its sole discretion, to freeze the account and refuse any dealings therewith of refuse to accept any instructions, where in respect of the 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 Death Certificate and Certificate of Inheritance ("Habilitação de Herdeiros", "Habilitação Notarial" or "Sentença Homologatória de Partilha"), all of which shall be issued by the competent Macau Authority 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.

10. SUSPENSION OF ACCOUNTS

- (a) If the Bank receives notice of a petition for the bankruptcy of a Customer or a Customer begins negotiation with any creditor or creditors for the purposes of considering any individual voluntary arrangement, the Bank may suspend all or any operations relating to accounts maintained in the name of that Customer until the Bank is satisfied that the relevant petition is irrevocably discharged. After such suspension, and notwithstanding the terms of any existing or future account opening forms/mandates signed by the Customer or other agreements between the Bank and that Customer governing the operation of accounts held in

the name of that Customer or credit or other facilities or banking arrangements with that Customer, the Bank may in its absolute discretion refuse to act in accordance with any instructions relating to the operation of accounts maintained in the name of that Customer so suspended (whether given before or after the Bank's receipt of notice of petition for bankruptcy of that Customer)

- (b) In case of suspicious activities by the Customer, the Bank may also suspend all or any operations relating to accounts maintained in the name of that Customer until the Bank is satisfied that no illegal or suspicious activities are being carried out by the Customer.
- (c) The Bank shall not be liable to the Customer for any action taken or not taken by it with respect to any accounts the operations of which are suspended under paragraph (a) above unless directly caused by the gross negligence or willful misconduct of any officer, employee or agent of the Bank.

11. COMPLAINTS, LIABILITY AND INDEMNIFICATION

11.1 Complaints

The Customer may register a complaint by writing to any subbranch, Bank By Phone, E-mail, Website and complaint hotline of the Bank. Such complaint must clearly identify the Customer, the Customer's account number, the Customer's address and the specific nature of the complaint.

11.2 Liability and indemnification

- (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 misunderstanding or misinterpretation of any instruction whether given by phone, electronic means or otherwise (provided that the Bank acts in good faith);
 - (iii) the inability of the Customer to gain access to or utilize any electronic banking service offered by the Bank;
 - (iv) 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; or
 - (v) 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 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, foreseeably 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 willful misconduct or negligence on the part of the Bank or any of its employees, agents or servants.

- (b) 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 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 gross negligence or willful misconduct of any officer, employee or agent of the Bank.

11.3 No consequential damages

If the Bank is found liable for any act or omission, gross 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, gross negligence or default.

12. SET-OFF

12.1 Set Off

The Bank may, at any time without prior notice, combine or consolidate any accounts (of whatever nature, wherever situate, whether in the name of the Customer solely or jointly with other(s) and whether subject to notice or not), 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 obligation and/or liability be present or future, actual 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, and, 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 (as conclusively determined by the Bank) prevailing in the relevant foreign exchange market at the relevant time. 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 immediately give notice to the Customer of any exercise of the Bank's right under this Clause.

12.2 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 any reason whatsoever, 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.

12.3 Other Rights

The rights of the Bank under this Clause 12 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 Bank, whether such liabilities or any of them arise on any account or in any other respect or manner whatsoever.

13. AMENDMENTS

The Bank may, by prior notice, vary, amend or supplement these Terms and Conditions and such variation, amendment or supplement shall take effect on the date specified in the notice. Such notice will be given to the Customer in accordance with Clause 15. The Customer should notify the Bank before the effective date if he does not accept any such amendment.

14. PERSONAL DATA PROTECTION

Any personal data (as defined in the Legal Provisions on Personal Data Protection, Law no. 8/2005 of the Macau SAR) which the Customer provides to the Bank will be treated in accordance with the Bank's "Notification Relating to the Legal Provisions on Personal Data Protection" from time to time provided to the Customer and which is expressly incorporated into these Terms and Conditions.

15. NOTICES

- (a) The Bank may use any contact information provided from time to time by the Customer and kept in the Bank's records (including address, telephone number, email address and fax number) to send any notice, demand, announcements or other communication to the Customer in writing. Written notice, demand or other communication shall be deemed to have been duly sent to and received by the Customer
 - (i) if delivered personally, at the time of delivery;
 - (ii) if sent by post, on the seven Business Day after the day of posting and;
 - (iii) if sent by facsimile transmission, email, SMS or other electronic means, at the time of dispatch.
- (b) 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:
 - (i) displayed the notice or announcement at the Bank's subbranches; or
 - (ii) advertised the notice or announcement in a daily newspaper circulating in Macau; or
 - (iii) sent the notice or announcement by ordinary mail to the last known address of the Customer; or

- (iv) 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.

16. MISCELLANEOUS

16.1 No waiver

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

16.2 Assignment

No assignment of any rights or obligations of the Customer under these Terms and Conditions shall be effective without the prior written consent of the Bank.

16.3 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 interest 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 organisation or system.

16.4 Recording and records

The Customer expressly declares that the Bank is authorized to record by all means all telephone conversations 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 to the Customer for the purposes of (i) verifying the quality of the service provided by the Bank's staff or (ii) resolving disputes over the terms of the Customer's instructions to the Bank or (iii) authenticating the instructions given by the customer or (iv) fulfilling legal or regulatory requirements. The Customer acknowledges and agrees that the Bank will keep those records for the period as the Bank considers necessary in its sole discretion. For the avoidance of doubts, the Customer expressly declares to agree that such records may be used by the Bank to resolve any dispute arising from the terms of any instruction given by the Customer and that the Bank may use the record as conclusive evidence to resolve such dispute.

16.5 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, invalid or unenforceable in any respect under the law of any applicable jurisdiction, the legality, validity or enforceability of the remaining provisions under that law and the legality, validity or enforceability of the relevant provisions under the law of any other jurisdictions shall not be affected.

16.6 Acknowledgment

The Customer hereby represents and warrants to be fully aware, understood and accepted the full contents and information of these Teams and Conditions and that it has been properly and fully informed by the Bank of all its contents.

16.7 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. GOVERNING LAW AND JURISDICTIONS

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Macau SAR.

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, policies and directives of all relevant governmental and other regulatory bodies and agencies. The Customer submits to the non-exclusive jurisdiction of the Macau courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

SCHEDULE 1

TERMS AND CONDITIONS FOR CHECKING ACCOUNTS

The following terms and conditions apply to all checking accounts and related services provided by the Bank to its Customer. The "Terms and Conditions for Accounts and Related Services" (the "Terms and Conditions") from time to time issued by the Bank shall apply to the following as if those 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) 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

Upon receipt of an application for new check book(s), the Bank will deliver, at the cost of the Customer, the required check book to the Customer's address provided to the Bank in the manner instructed by the Customer. 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 willful misconduct of the Bank.

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 account and serial numbers printed thereon. Any discrepancy should immediately be reported to the Bank.
- (b) Check books must at all times be kept in a safe place to guard against loss or theft.
- (c) When a signed check or a check book is lost or stolen, the Customer must immediately report such loss by notice in writing to the Bank. The Bank will not be responsible for any loss suffered by the Customer if any payment has been made before such report is actually received by the Bank.

4. Manner in drawing checks

- (a) In drawing a check, the Customer is advised that the amount both in words and figures should be written distinctly in non-erasable ink or ball-point pen and that to prevent fraud, the amount in both words and figures should begin as near to the left hand margin as possible, so that other words or figures cannot be inserted. A line should be drawn or the words "only" should be added after the amount expressed in words.
- (b) All alterations on checks must be confirmed by the full signature of the Customer. The Bank will not be responsible for losses arising from alterations 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.
- (c) The Customer agrees to exercise care when drawing checks and that the Customer will not draw checks by any means and/or in any manner which may enable a check to be altered or may facilitate fraud or forgery.

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 banks. 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 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 include:
 - (i) the check number;
 - (ii) the date of issuance;
 - (iii) the payee's name; and
 - (iv) the amount.
- (b) The Customer agrees that when the Customer's instructions to revoke a check to avoid its payment are given during the time limit for presentation for payment of the check, the Bank shall only refuse to stop payment after the expiry of the time limit for presentation.
- (c) 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 (aa) before the expiry of the time limit for presentation of the check and (bb) after the expiry of the time limit for presentation of the check unless, in the latter case, the failure is caused by the gross negligence or willful 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 to stop payment are cancelled; and
 - (iv) that the check shall be deemed definitely revoked if the Bank does not receive any instructions to cancel the revocation within six months counting from the expiry of the time limit for the presentation 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 honour any check which is 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 willful misconduct of any officer, employer or agent of the Bank, the Bank shall incur no liability to the Customer for having done so.

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 dishonoured 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 Macau patacas 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.

10. Method of clearing checks

- (a) Checks drawn by the customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Macau Clearing House ("MCH") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or MCH as the case may be; and
- (b) The Bank is authorized to contract inter alia with collecting banks and MCH 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

TERMS AND CONDITIONS FOR SAVINGS, CALL AND TIME DEPOSIT ACCOUNTS

(INCLUDING FIXED RATE TARGET SAVINGS DEPOSIT ACCOUNTS)

A. GENERAL PROVISIONS

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

1. Withdrawals and payments

- (a) Withdrawals from any savings, call or time deposit account of the Customer at the counter may be made at any subbranch of the Bank in Macau upon completion of the appropriate withdrawal request provided by the Bank or by any other manner pre-arranged with the Bank.
- (b) the Bank reserves the right at any time, in its sole discretion to satisfy a withdrawal request 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 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 Macau patacas 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, sealed 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.

2. Interest

- (a) Interest on a savings account will accrue on the daily credit balance of the account and at such rates as determined by the Bank from time to time. Accrued interest will be credited to the savings account on monthly basis.
- (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).

3. Charges

The Bank may charge a commission on the face amount of foreign currency notes, checks, drafts, payment orders or other monetary instruments deposited into a foreign checking or saving account.

4. 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.
- (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 from time to time specified by the Bank.

B. ADDITIONAL TERMS AND CONDITIONS TIME DEPOSIT ACCOUNTS

The following terms and conditions, as applicable, apply to time deposit accounts opened and/or maintained by the Customer with the Bank.

1. Maturity of deposits

- (a) Prior to or upon maturity of a time deposit, the Customer may give maturity instructions to the Bank as to how to handle the principal plus interest of the matured deposit. The deposit and interest may be uplifted and transferred to any other account of the Customer with the Bank. As regards, time deposit other than fixed rate target savings deposit, the deposit and interest may be drawn in favour of the Customer or such other person at the request of the Customer by means of cashier's order or in such other manner as may be agreed between the Bank and the Customer, and the Bank may charge a prescribed sum for issuing the cashier's order or using other means of payment of such deposit and interest as agreed between the Bank and the Customer.
- (b) In the absence of any maturity instruction, the principal and interest of such matured deposit will be placed in such account in the name of the Customer with the Bank as the Bank thinks fit. Interest will be earned on such account at the prevailing rate applicable to the regular savings as determined by the Bank from time to time.

2. Non-Business Day

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

3. Early or partial withdrawal

A time deposit may not be withdrawn prior to maturity, 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 levy a charge and /or forfeit the interest accrued on the deposit in whole or in part.

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

The following terms and conditions apply (where the context requires) 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 making 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 bank account of the Customer maintained with the Bank or
- (ii) if the account is for fixed rate target saving deposit in currency other than Macau patacas, by making payment at any subbranch 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 will be done on a day which is a non-business day, the direct debit will be carried out in 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 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.

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 at its option select any one of such fixed terms for its 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 and specified by the Bank at the time of opening of the fixed rate target savings deposit account.
- (b) (i) Interest on the fixed rate target savings deposit will accrue monthly on a compound basis but be payable at maturity only.

4. Default (For fixed rate target savings deposit only)

If any installment is not paid on the due 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 installment due date will not be accepted by the Bank. If 2 consecutive installments (or such other number of installments as the Bank may from time to time specify) are not paid on due dates, then the deposit balance for the remaining term will be given the Bank's regular savings rate from time to time announced by the Bank.

5. Early termination and withdrawal

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 are agreed by the Bank in which case the Bank may levy a charge and/or forfeit the interest accrued on the deposit in whole or in part. If a fixed rate target savings account is closed within 3 months of 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 account and a fee or such other charge as the Bank may determine will be charged. For 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 the account opening day and the account closing day will apply to the whole balance of the fixed rate target savings account.

SCHEDULE 3

TERMS AND CONDITIONS FOR PREMIER BANKING AND WISE BANKING SERVICE

The following terms and conditions apply to Premier Banking and Wise Banking services provided by the Bank to its Customer. The "Terms and Conditions for Accounts and Related Services" (the "Terms and Conditions") from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

1. Criteria

The Bank may offer Premier Banking and Wise Banking services to its Customer if the Customer satisfies the criteria determined by the Bank from time to time. Such criteria include the maintenance of required minimum balance as the Bank may determine. If the Customer's daily average combined balance (calculated in accordance with Clause 3 of this Schedule) falls below the required minimum prescribed by the Bank and/or there are insufficient funds credited to the Customer's accounts to satisfy fees and charges payable as stipulated in Clause 4 of this Schedule in connection with such services, the Bank will be entitled to terminate or suspend such services provided to the Customer.

2. No-bounce check protection

- (a) Under the Premier Banking and Wise Banking services, the Bank will still process and clear a check drawn by a Customer ("no-bounce check protection") even though there are insufficient funds in the Customer's account from which the payment is to be made ("Protection") so long as the check does not exceed the amount from time to time determined by the Bank (the "Limit"). The Protection applies to an unlimited number of checks. The Protection will become available to the Customer at least one full calendar month after the approval of the Customer's application for such services.
- (b) The Protection will apply to checks drawn from one checking account designated by the Customer and approved by the Bank. If the Customer has more than one checking accounts, the Customer shall designate one such account for this protection.
- (c) The Protection is available if the Customer:
 - (i) has maintained a daily average combined balances with the Bank of the required minimum amount in the calendar month immediately preceding the date the Customer utilizes or seeks to utilize the Protection;
 - (ii) has, at the date the Customer utilizes or seeks to utilize the Protection, no temporary overdraft(s) with the Bank that has remained unpaid for more than 30 consecutive days, or such number of days as may be determined by the Bank;
 - (iii) has, at the date the Customer utilizes or seeks to utilize the Protection, no loan(s) with the Bank that has remained unpaid for more than 7 consecutive days, or such number of days as may be determined by the Bank; and
 - (iv) satisfies the Bank's credit analysis and reviews.
- (d) The Customer shall forthwith upon utilizing the Protection repay the Bank such sum as may be required to reimburse

the Bank for the cost of the Protection any loss or damage suffered by the Bank including interest and cost.

Temporary overdraft interest as may be fixed by the Bank from time to time shall be charged in respect of the Protection.

3. Daily Average combined balance

- (a) The Customer's daily average combined balance shall be calculated by the Bank by reference to :
 - (i) the Customer's daily average credit balances in all accounts at the Bank held in the Customer's sole name; and
 - (ii) the Customer's daily average credit balance in any joint account at the Bank held by the Customer with any other person(s); and
 - (iii) the Customer's daily average investment balance which shall be calculated with reference to the balance in any investment account at the Bank in the Customer's sole name, and in any such account at the Bank held jointly by the Customer with any other person(s); and
 - (iv) the value of total premium paid or cash value/policy values as provided by the relevant insurance company(ies) on a regular basis, whichever is higher, of the selected insurance plan(s) underwritten by the designated insurance company(ies) that the Customer has purchased through the Bank (excluding those insurance plan(s) underwritten by the insurance company(ies) with which the Bank has terminated the Bank assurance relationship); less
 - (v) any of the Customer's temporary overdrafts that remain unpaid.
- (b) For the purpose of assessing the value of total premium paid or cash value/policy value of the Customer's insurance plan as referred to in Clause 3(a) (iv) above, the Customer hereby consents to and authorizes the Bank to obtain information / documents in relation thereto from the relevant insurance company(ies) if the Bank thinks necessary without prior notice to the Customer.
- (c) There may be time lag before the value of certain investment transaction and insurance policies will be included in the daily average combined balance due to the processing time required and therefore may affect the daily average combined balance recorded by the Bank. In such circumstances, the Bank has the absolute sole discretion to determine the investment balance and the value of total premium paid or cash/ policy value.

4. Fees

- (a) The Customer shall pay the Bank such fees and other charges in respect of the Premier Banking or Wise Banking services as the Bank may determine.
- (b) If the Customer's daily average combined balance with the Bank falls below the required minimum account prescribed by the Bank for 3 consecutive calendar months, the Customer shall pay the Bank a monthly maintenance fee prescribed by the Bank or such other fee as the Bank may determine. In addition, if such daily average combined balance falls below the minimum amount prescribed by the Bank during a specified period from time to time determined by the Bank after the Customer has become a Premier Banking or Wise Banking customer of the Bank,

the Customer shall reimburse the Bank for the cost of any welcome gift (such cost to be determined by the Bank) provided to the Customer in relation to the Premier Banking or Wise Banking service.

- (c) Without prejudice to paragraphs (a) and (b) above, if the Customer terminates the Premier Banking or Wise Banking service within 6 months after the Customer has become a Premier Banking or Wise Banking customer of the Bank, the Customer shall pay to the Bank a handling fee or such other charges as the Bank may determine and shall reimburse the Bank for the cost of any welcome gift (such cost to be determined by the Bank) provided to the Customer in relation to the Premier Banking or Wise Banking service.
- (d) The Customer hereby authorizes the Bank to debit any fees, charges, costs and sums due or payable by the Customer to the Bank, including the cost of any welcome gift, in respect of the Premier Banking or Wise Banking service from any account of the Customer maintained with the Bank.
- (e) Without prejudice to any other rights of the Bank, the Bank may at any time terminate or suspend the Premier Banking or Wise Banking service to, or any account of, the Customer if:
 - (i) the Customer has insufficient funds in its account(s) maintained with the Bank to cover any fees, charges, costs or sums due or payable by the Customer in respect of the Premier Banking or Wise Banking service; or
 - (ii) the Customer fails to maintain the prescribed daily average combined balance with the Bank of the required minimum amount during any calendar month.

5. Telephone, facsimile and Internet instructions for Premier Banking

- (a) The Bank is requested and authorized (but is not obliged) to rely on and act in accordance with any telephone or facsimile or Internet instruction relating to the operation of the Customer's accounts which may from time to time be given or purportedly given (as determined in good faith by the Bank) by the Customer or any person authorized by the Customer without inquiry on the part of the Bank as to the identity of the person giving or purporting to give the instruction or the authenticity of any signature (so long as such signature appears to conform to the specimen signature of the Customer or the relevant person authorized by the Customer provided to the Bank (as determined in good faith by the Bank)) and regardless of the circumstances prevailing at the time of such instruction. The Bank shall be entitled to treat any such instruction as fully authorized by and binding upon the Customer.
- (b) The Bank shall be entitled (but is not obliged) to take such steps, as soon as reasonably practicable, in connection with or in reliance upon such instructions as the Bank may in good faith consider appropriate, regardless of the nature of the instruction, transaction, arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such instructions.
- (c) The Customer shall remain liable in respect of any act performed by the Bank in accordance with the terms of this Schedule prior to the termination of such instructions.

6. Variation and termination

The Bank may vary or terminate the Premier Banking or Wise Banking services or feature of the Premier Banking or Wise Banking service with prior notice and with or without cause, without prejudice to the rights and obligations of the Customer in retaining any account or service which shall continue to be governed by the applicable account or service terms and conditions.

SCHEDULE 4

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. The "Terms and Conditions for Accounts and Related Services" (the "Terms and Conditions") from time to time issued by the Bank, communicated to, acknowledged and accepted by the Customer, shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

A. GENERAL PROVISIONS RELATING TO ELECTRONIC BANKING SERVICES

1. Definitions

"**ATM**" means an automatic teller machine.

"**ATM Card**" means each of the Debit Card and Premier Banking Debit Card issued in the name of the Customer.

"**ATM Card Transaction**" means any withdrawal, Funds 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 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.

"**Bank By Phone Service**" means any banking service provided by the Bank which enables its Customer to obtain information from the Bank and give instructions to the Bank by telephone.

"**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".

"**Customer ID**" means the login ID number issued by the Bank to the Customer of self-selected by the Customer (if so permitted by the Bank) for the purpose of certain Electronic Banking Transaction.

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

"**Electronic Banking Service**" means any banking service provided by the Bank which enables its Customer to obtain information from the Bank and /or give instructions to the Bank by ATM, computer, telephone or any other device linked to the Bank's system by any means as the Bank may from time to time prescribe.

"**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.

"**Online Banking Services**" means the services rendered by the Bank via the Bank's website 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/PIN**" means a personal identification code or personal identification number issued by the Bank to the Customer or self-selected by the Customer for the purpose of utilising any Electronic Banking Service.

"**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.

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

2. Scope of service, limits on amounts and cut-off time

(a) Electronic Banking Services are offered by the Bank to the Customer only if the Customer maintains at least one account with the Bank in Macau.

(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 without notice to the Customer (other than in the case of change of service fees)

(c) Any transaction effected after the daily cut-off time in Macau or on a non-Business Day shall be treated for value on the next Business Day.

(d) The Bank may at its discretion add to, restrict, suspend or terminate 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, subject to the Terms and Conditions, an additional means for the Customer to operate his account and conduct transactions. All other terms and conditions governing the Customer's accounts shall continue to apply but, where there is any discrepancy, these terms and conditions shall prevail insofar as the Electronic Banking Services are concerned.

3. Customer ID, Password, and Security Code

(a) The Customer shall take reasonable steps to keep the Card, Customer ID and the Password/PIN and the Security Code confidential. The Customer is advised:

- (i) to change the Password provided by the Bank to a self-selected Password/PIN in accordance with the Bank's instruction immediately upon receipt of the initial Password/PIN advice from the Bank;
- (ii) not to select such information as birthday, telephone number or recognizable part of the Customer's name in selecting new password/PIN,

- (iii) to memorize the Customer ID and the Password and destroy the notice to the Customer of the Customer ID and the Password/PIN;
 - (iv) not to disclose to, share with, allow access to or use by anyone the Card, Customer ID, the Password/PIN or the Security Code;
 - (v) not to write down the Password/PIN on any Card issued by the Bank or keep the Password/PIN and the Card together;
 - (vi) not to write down or record the Customer ID, the Password/PIN or the Security Code without disguising it, and
 - (vii) to change the Password/PIN on a regular basis. The Customer will be liable for the all losses if he/she has failed to comply with the above safeguards.
- (b) The Customer understands and acknowledges that there are risks of the Card, Customer ID and/or the Password/PIN and/or the Security Code being abused by unauthorized persons or used for unauthorized purposes. The Customer shall notify the Bank immediately upon notice or suspicion of the Card, Customer ID and/ or the Password/PIN and/ or the Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with the Card, Customer ID and/or the Password/PIN and/or the Security Code. If the Customer fails to report such incidents to the Bank immediately, or has otherwise acted fraudulently or with negligence, the Customer may be held responsible for all such transactions involving the use of the Card, Customer ID and/or the Password/PIN and/or the Security Code and all losses as a result thereof.
- (c) All instructions given to the Bank by anyone using the Card, Customer ID and/or the Password/PIN and/or the Security Code 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 duty to verify the identity or authority of the person giving an instruction to the Bank if the correct Card, Customer ID and/or Password/PIN and/or the Security Code is used.
- (d) A Card, Customer ID, Password/PIN or Security Token shall remain effective until changed by the Customer or cancelled by the Bank or any other issuing authority provided that the Bank has received notice of the cancellation from the Customer.
- 4. Suspension or termination of services**
- The Bank may suspend or terminate any Electronic Banking Service upon closure of the Customer's accounts or otherwise. Suspension or termination by the Customer of any Electronic Banking Service shall be effective only after notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice. 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 Service for any reason whatsoever, except for any direct loss suffered by the Customer 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, the following material, if required by any one or more of the joint account holders will be issued to each joint account holder
- (i) a separate ATM Card or ATM Remittance Card and related Password; and
 - (ii) a separate Customer ID, Password and when applicable Security Token for Electronic Banking Services.
- (b) Electronic Banking Services will not be available in the case of joint accounts requiring the signatures of two or more account holders to operate.

6. Rate information inquiry

- (a) Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing any Electronic Banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by the Customer in an Electronic Banking Transaction, shall be binding on the Customer notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
- (b) In any transactions where the Customer will be able to choose either HKD/MOP as the debit account, the Customer acknowledges and agrees that the debit amount may be variable due to possible exchange rate differences.

7. Recordings, records and reference numbers

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.

8. Electronic Banking Instruction

- (a) Any Electronic Banking Instruction must be given by the Customer to the Bank by quoting the Password and other information required by the Bank to effect Electronic Banking Transactions.
- (b) The Bank will not send any separate advice to Electronic Banking Transaction. 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 confirmed by the Customer by using an Electronic Banking Service may not be amended, revoked or withdrawn. 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 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.

9. Customer's undertakings

- (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 or any of the comprised in them. The Bank is entitled to terminate the use of the Electronic Banking Services by the Customer without notice and to 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.

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 11.2 of the Terms and Conditions and without prejudice to Clause 3 of Section A of this Schedule above, if, in the opinion of the Bank, there is no 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.

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 only under the personal control of the Customer and will not permit any person other than the Customer to use the Security Token. The Customer shall procure that no person shall, without the prior written consent of the Bank, re-program, alter, replace, repair, remove or in any way adjust 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 incidences 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, as the case may be, the lost Security Token by any person. If a replacement Security Token is issued, the Bank may charge a service handling fee for it.

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 in:
 - (i) any ATM installed by or belonging to the Bank or any member bank of the China UnionPay in Mainland or any member bank of the JETCO ATM networks;
 - (ii) EPS Company (Hong Kong) Limited ("EPSCO") or such point of sale terminals as the Bank may determine; or
 - (iii) any other devices or terminals for effecting payment or transfer of funds by electronic means notified by the Bank to the Customer.
- (b) All cards are non-transferable.

2. Electronic payment system

- (a) The Bank is authorised to determine the applicable transaction limits and shall have discretion to add to or change such limits. The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the Cards, 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 Cards.
- (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 the property of the Bank and the Customer shall return them to the Bank immediately upon the Bank's request. The Customer will ensure that the Cards 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.

4. Loss or theft of Card

In the event of loss or theft of any Card, 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 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. If a replacement Card is issued, the Bank may charge a fee for it.

5. ATM capture of Card

A Card may be captured 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 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 contact any subbranch of the Bank or Bank By Phone Center for assistance.

6. Transactions in foreign currency

- (a) ATM Card Transactions or ATM Remittance Card Transactions that are effected in a currency other than Macau patacas and Hong Kong dollars will be debited from the appropriate account of the Customer after conversion into Macau patacas or Hong Kong dollars at a rate of exchange determined by reference to the exchange rate adopted by the network provider, and/or other intermediaries or service provider on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by the network provider, and/or other intermediaries or service providers to the Bank.

FOR ATM CARD ONLY

1. Debiting of account for ATM Card Transactions

The Customer authorizes the Bank to debit directly from the designated account of the amount 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 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 Remittance 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 accounts of the Customer with the Bank when due and are not refundable.

2. Responsibility for facilities and services

The ATM Remittance Card and Password/PIN 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/PIN 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/PINs 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/PIN 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.

SCHEDULE 5

TERMS AND CONDITIONS FOR RENMINBI BANKING SERVICES

The following terms and conditions (the "Supplemental Terms") apply to Renminbi Banking Services provided by the Bank to its Customer. The "Terms and Conditions for Accounts and Related Services" (the "Terms and Conditions") from time to time issued by Bank shall apply to the following as if those Terms and Conditions are set out in this schedule in full.

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 to, restrict, suspend or terminate all or any of the Renminbi Banking Services at any time.

2. Account opening

- (a) The Bank may at the request of the Customer who has a valid identity document open Renminbi savings account take deposits denominated in Renminbi in the form of time deposits with the Customer subject to daily payment and daily transaction limits imposed by the Bank from time to time.
- (b) Any Renminbi 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 Terms and Conditions and these Supplemental Terms (as amended and supplemented from time to time in accordance with Clause 13 of the Terms and Conditions) and the applicable laws of Macau.

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 from account transfer or Renminbi funds exchanged from Macau patacas 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 call 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.

4. Renminbi exchange

- (a) The Bank may at the Customer's request provide Renminbi to Macau patacas or Macau patacas 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 losses, damages, claims, costs and expenses 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 gross negligence or willful misconduct.

5. **Renminbi remittance**

- (a) Subject to the rules and requirements of Mainland China or other relevant jurisdictions of the receiving place, 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 Mainland China or other places outside Macau. 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 Mainland China or other places outside Macau that does not comply with the conditions set out in these Supplemental Terms and/or 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 banks in Mainland China. The Customer agrees and confirms that all Renminbi remittances to Mainland China or other places outside Macau shall be subject to currency control or restrictions from time to time imposed by the Monetary Authority of Macau ("AMCM") and/or the relevant authorities in Mainland China or other places outside Macau 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 Mainland China or other places outside Macau or the aggregate amount of the remittance made by the Customer (either through the Bank or other financial intermediaries in Macau) shall exceed the limits imposed by AMCM and/or the relevant authority in Mainland China or other places outside Macau. 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 for 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.

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