

重要通知
Important Notice

These Terms and Conditions will create legal obligations and liabilities on your part. You are strongly advised to read and understand the terms and conditions thereof carefully and to seek independent legal advice before you agree to be bound by these Terms and Conditions.

本條款及細則會對您(們)產生法律義務及責任。本行強烈建議您(們)細心閱讀及了解本條款及細則，並於同意受本條款及細則約束前，尋求獨立之法律意見。

TERMS AND CONDITIONS OF BANKING SERVICE
銀行服務條款及細則

PART I GENERAL PROVISIONS FOR BANKING SERVICE
第一部份 銀行服務一般條文

1. DEFINITIONS AND INTERPRETATIONS 定義及解釋

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

在本條款及細則中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：

“Account Mandate”
「帳戶指令」 means the Account Opening Form, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Bank in relation to giving instructions of the opening, operation, maintenance or closing of the Bank Account and/or the Banking Service.

指規格由本行指定的有限公司、合夥人、獨資、個人或聯名帳戶的開戶申請書、印鑑卡及所有其他關於給予銀行帳戶及/或銀行服務的開立、操作、保持或結清之指令。

“Account Opening Form”
「開戶申請書」 means the documents in the form prescribed by the Bank from time to time for opening account(s) with the Bank.

指規格由本行不時指定之本行開戶的文件。

“Agreement”
「協議」 means the agreements for the Bank Account and the Banking Service entered into between the Client and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, these Terms and Conditions and any authority delegated and all other documents signed by the Client to the Bank in respect of the Bank Account and the Banking Service or any one of them.

指客戶與本行就關於銀行帳戶及銀行服務所訂立及不時修改、更改、修訂或補充的書面協議，包括但不限於帳戶指令、本條款及細則及客戶就銀行帳戶及銀行服務而授予本行的任何權限及簽署予本行的所有其他文件或任何上述一項。

“Applicable Laws”
「適用法律」 means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements of any relevant jurisdiction, market or regulatory authority which are applicable to the transactions contemplated hereunder from time to time.

指不時適用於本條款及細則項下擬議的交易之任何相

關司法管轄區、市場或監管機構之任何法律、規則、規例、指引、指令、通函、守則及披露要求。

“Associate” 「聯營公司」	means a company or body corporate which is the Bank’s direct or indirect holding companies, subsidiaries or affiliated companies or the Bank’s other branches, in Hong Kong or elsewhere. 指本行位於香港或其他地方的直接或間接的控股公司、附屬公司或關聯公司。
“Authorized Person” 「授權人員」	means, the person(s) authorized by the account holder(s) and accepted by the Bank for or in connection with the establishment, operation, maintenance or closing of the Bank Account or utilizing the Banking Service from time to time. 指為開立、操作、保持或結清銀行帳戶或使用銀行服務而由銀行帳戶持有人授權及由本行接納的人員。
"Bank" and "Bank’s” 「本行」及「本行的」	means Taiwan Business Bank, Hong Kong Branch and its successors and assigns. 指臺灣中小企業銀行股份有限公司，香港分行及其繼承人及受讓人。
“Bank Account” 「銀行帳戶」	means any one or more or all of statement savings account, current account, time deposit account, reserve account and any other forms of accounts of similar nature now or hereafter maintained in the Client’s name with the Bank. 指客戶現在或將來以客戶名義在本行開立的任何一個或多個或全部的月結單儲蓄帳戶、支票帳戶、定期存款帳戶、備償帳戶及任何其他性質類似的帳戶。
“Banking Service” 「銀行服務」	means the services in respect of the Bank Account or any other similar forms of bank accounts and other types of banking service, including, without limitation, remittance service provided or to be provided by the Bank to the Client from time to time, <u>except for cash related services.</u> <u>除了現金相關的服務</u> ，指本行提供或不時提供予客戶的關於銀行帳戶或任何其他性質類似的銀行帳戶及其他銀行服務，包括但不限於，匯款服務。
“Business Day” 「營業日」	means a day when banks are generally open for business in Hong Kong (excluding Saturdays and Sundays) and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon. 指香港銀行正常開門營業之日(不包括星期六及星期日)，亦不包括任何懸掛8號或以上之風球之日，或在早上9時到中午12時之間仍持續懸掛，且在中午12時或之前並未降低之日，或是懸掛黑色暴雨警報，或在早上9時到中午12時之間仍持續生效，且在中午12時或之前仍未取消之日。
“China” 「中國」	means the People’s Republic of China. 指中華人民共和國。
"Client" and "Client’s” 「客戶」及「客戶的」	means each client to whom the Bank provides Bank Services and, where the context permits, includes any

	<p>person authorised by the client to give instructions or requests to the Bank in connection with the use of the Bank Services.</p> <p>指本行提供銀行服務的每位客戶，及如文義允許，包括任何獲客戶授權向本行發出有關使用銀行服務的指示或要求的人士。</p>
“Correspondent Agent” 「業務代理」	<p>means anyone who acts as the Bank’s agent in executing transactions for or providing service to the Client in Hong Kong or elsewhere including, and without limitation, correspondent bank, custodian, sub-custodian, nominee, broker or dealer.</p> <p>指代表本行在香港或其他地方為客戶執行交易或提供服務的代理人，包括但不限於，代理銀行、託管人、附屬託管人、代名人、經紀或交易商。</p>
“Hong Kong” 「香港」	<p>means the Hong Kong Special Administrative Region of the People’s Republic of China.</p> <p>指中華人民共和國香港特別行政區。</p>
“Hong Kong Dollars” 「港幣」	<p>means the lawful currency for the time being of Hong Kong.</p> <p>指現時香港的合法貨幣。</p>
“HKMA” 「金管局」	<p>means the Hong Kong Monetary Authority.</p> <p>指香港金融管理局。</p>
“Hong Kong Resident” 「香港居民」	<p>means, for the purpose of these Terms and Conditions, an individual who is a holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction.</p> <p>指以本條款及細則為目的，持有香港身份證的個人，不論其是否持有其他司法管轄區的居民或市民身份。</p>
“Non Hong Kong Resident” 「非香港居民」	<p>means, for the purpose of these Terms and Conditions, an individual who is not a Hong Kong Resident.</p> <p>指以本條款及細則為目的，並非香港居民的個人。</p>
“Renminbi” 「人民幣」	<p>means the lawful currency of China for the time being.</p> <p>指中國現時的法定貨幣。</p>
“PBOC” 「人民銀行」	<p>means the People’s Bank of China and its successors or assigns.</p> <p>指中國人民銀行及其繼承人或受讓人。</p>
“Signing Arrangement” 「簽署安排」	<p>means the signing arrangement of the person(s) with authority to open, operate, maintain and close the Bank Account and/or use or terminate the Banking Service subject to change from time to time and accepted by the Bank.</p> <p>指本行接納及不時修訂的有權開立、操作、保持及結清銀行帳戶及/或使用或終止銀行服務的人士的簽署安排。</p>
“US Person” 「美國公民」	<p>means a person as defined in Regulation S of the United States Securities Act of 1933, which includes, but is not limited to, a national or resident of the United States and any partnership, corporation or other entity organised or created under the laws of the United States or of any political subdivision thereof.</p> <p>指美國證券條例(1933)第S規則所定義的人士，包括但不限於美國公民或居民；及任何根據美國法律或政治分</p>

支下成立或產生的合夥企業、有限公司或其他團體。

- 1.2 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
本條款及細則之標題僅為方便閱讀而添加，並不影響本條款及細則的解釋及無法律效力。
- 1.3 References in these Terms and Conditions to the singular shall include references to the plural and vice versa and references to the genders shall include the other and the neutral genders as the context requires.
在本條款及細則中，除非上下文有不同的要求，否則表示單數之詞語同時亦含複數之意思，反之亦然。表示其單一性的詞語包括任何性別之意思。
- 1.4 References in these Terms and Conditions to clauses, sub-clauses and schedules are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and schedules to these Terms and Conditions.
除非另有說明，在本條款及細則中，凡提及條款、分條款及附表，即指本條款及細則內的條款、分條款及附表。
- 1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors or permitted assigns.
在本條款及細則中所指之任何一方當事人均被視作包括其繼承人及容許的受讓人。
- 1.6 Reference in these Terms and Conditions to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
在本條款及細則中所指的條例，均被視作包括不時修訂、延展、重新制定的法例及其規則及規例。
- 1.7 References in these Terms and Conditions to “these Terms and Conditions” or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.
在本條款及細則中所指的「本條款及細則」或其他文件，除非另有規定，均視作包括對本條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就本條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件。

BANKING SERVICE 銀行服務

- 2.1 Upon and subject to these Terms and Conditions and to such extent as the Bank shall consider fit, the Bank shall provide the Client with one or more or all of the Banking Service.
本行根據本條款及細則及本行認為合適的程序向客戶提供一項或多項或全部的銀行服務。
- 2.2 The Banking Service shall be provided to the Client within the office hours as conclusively determined by the Bank from time to time in the Bank’s absolute discretion.
銀行服務將於本行行使其絕對酌情權終局決定的營業時間內提供予客戶。
- 2.3 The Bank is at liberty to withdraw, cancel or revoke the Banking Service in whole or in part at any time.
本行有權於任何時間全部或部份地撤回、取消或撤銷銀行服務。
- 2.4 The Bank shall not provide to the Client any cash related service.
本行將不會向客戶提供任何與現金相關的服務。

INSTRUCTIONS 指示

- 3.1 In accordance with the Account Mandate from time to time provided to the Bank by the Client, the Client agrees to give instructions to deal with all the matters in connection with the Bank Account and the Banking Service.
客戶同意按照不時由客戶提供予本行的帳戶指令處理所有銀行帳戶及銀行服務事項的指示。
- 3.2 The Client authorizes and requests the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on the Client’s behalf drawn upon, or addressed to, or made payable with, the Client whether any of the Bank Account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank’s right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

客戶授權及要求本行兌現及支付所有由客戶發出、簽署、承兌、背書或代客戶發出或須由客戶支付的支票、匯票、付款指令及承付票，不論銀行帳戶的結餘是貸方或借方，或因此而引起透支，但此條文並不損害本行拒絕允許客戶透支或客戶的透支超越不時訂明的透支額度。

3.3 The Client authorizes and requests the Bank to honour and comply with any orders to withdraw any or all money on any of the Bank Account and with any instructions to deliver, dispose of, or deal with, any securities, deeds or documents or other property, including security boxes and their contents, whatsoever from time to time in the Bank's possession for the Bank Account whether by way of security, safe custody or otherwise.

客戶授權及要求本行兌現及支付任何提取任何銀行帳戶項下任何或所有款項的指示；並執行客戶關於交付、處理或處置不時因銀行帳戶而由本行管有的(不論是由於抵押、安全保管或其他方式而管有的)任何證券、契據、文書或其他財產的指示，包括保險箱及其盛載物的指示。

3.4 The Bank shall be entitled to act upon instructions it genuinely believes to be from the Client or from the Authorized Person on the Client's behalf. Where the Bank considers fit, the Client is required to sign a form prescribed by the Bank to confirm the Client's verbal instruction (if so accepted by the Bank). Once given, instructions may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank's consent.

本行有權執行本行真誠地相信是來自客戶或客戶的授權人的任何的指示或指令。倘若認為有需要時，客戶需要簽署一份由本行指定的表格以確認口頭指示(倘若本行接受)。客戶給予本行的指示或指令一經發出，只有在本行同意的情況下才可以全部或部份地取消、撤回、更改或修改。

3.5 The Bank reserves its right to refuse to accept or act in accordance with any instruction without any obligation to give any reason therefor. If the Bank declines an instruction, the Bank will take all reasonable steps to notify the Client promptly of this but subject to this will not be liable for any failure to do so.

本行保留拒絕接受或執行客戶任何的指示而毋須作出任何解釋的權利。倘若指示被拒絕，本行將採取一切合理行動儘速通知客戶。但是，本行毋須為未能成功通知客戶而承擔任何責任。

4. **AUTHORIZED PERSON 授權人員**

4.1 Upon the appointment of the Authorized Person, the Client is required to notify the Bank in writing and provide the Bank with the Authorized Person's particulars (whether personal or otherwise) and specimen signature(s) together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (where applicable), operate, maintain, close (where applicable) or deal with all other matters in connection with the Bank Account and/or the Banking Service in accordance with the Signing Arrangement and the specimen signature(s) for and on behalf of the Client except for:-

倘若客戶委任授權人員，客戶需以書面通知本行及向本行提供本行要求的授權人員的詳細資料(不論是個人資料或其他資料)、簽字式樣及其他本行指定的資料。授權人員將根據簽署安排及簽字式樣，全權代表客戶開立(如適用)、操作、保持、結清(如適用)或處理所有其他與銀行帳戶及/或銀行服務相關的事宜，但下列事項除外：

- (i) the application for establishment of new account or new services unless otherwise provided;
申請開立新帳戶或使用新的服務(另有規定者除外)；
- (ii) any change of the Authorized Person and/or the Signing Arrangement;
任何更改授權人員及/或簽署安排；
- (iii) any change of the correspondence address or contact number of the account holder(s) (corporate client excepted); and
任何更改銀行帳戶持有人的通訊地址或聯絡號碼(公司客戶除外)；及
- (iv) such other matter which the Bank considers it requiring confirmation of the account holder(s).
本行認為是需要由銀行帳戶持有人確認的其他事項。

4.2 Unless otherwise agreed between the Client and the Bank in writing, any change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall not be put into operation unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to respond such change, addition or revocation.

除非本行與客戶另有書面協議，任何授權人員及/或簽字式樣及/或簽署安排的任何更改、增加或撤銷均不會視作生效，除非及直至本行已實際收到令本行滿意的關於上述更改、增加或撤銷事項的文件及/或書面授權及本行有合理的機會就上述各項作出回應。

4.3 Unless otherwise agreed between the Client and the Bank in writing, any effective change in, addition to or revocation

of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall apply to all of the Bank Account or the Banking Service.

除非本行與客戶另有書面協議，任何有效的關於授權人員及/或簽字式樣及/或簽署安排的更改、增加或撤銷均適用於所有銀行帳戶或銀行服務。

- 4.4 When any one or more or all of the account holders or the users of the Banking Service die(s), any act, thing, deed or matter made or done by the Bank pursuant to the requests, instructions or directions of the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the account holder or the user of the Banking Service, his estate and personal representative and any person claiming through or under the account holder or the user of the Banking Service.

倘若任何一名或多名或所有銀行帳戶持有人或銀行服務使用者死亡，本行在有關人士死亡後及實際收到有關的書面通知前，根據授權人員或其中任何一位的要求、指示或指令所作出的任何作為、事情、契據或事項，將對銀行帳戶持有人或銀行服務使用者、其遺產及遺產代理人及透過銀行帳戶持有人或銀行服務使用者或其中任何人士進行申索的任何人士等於任何時候均具絕對及終局性約束力。

- 4.5 The Client agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person according to the provisions herein if so requested by the Bank and acknowledge that the same shall be at all times be absolutely and conclusively binding on the Client.

客戶同意於任何時候均會確認或追認由授權人員根據本條款及細則之條文作出的任何或所有行為、作為、契據、指令、命令或指示(倘若本行要求)，並且承認上述各項對客戶具絕對及終局性約束力。

5. **EXCLUSION OF LIABILITY 免責**

- 5.1 Except due to gross negligence or wilful default on the Bank's part, the Bank shall not be liable for any loss or damage suffered or sustained by the Client directly or indirectly arising out of or in relation to:-

除非由於本行的重大疏忽或故意失責，本行對下列各項直接或間接導致或引致客戶的損失或損害不承擔任何責任：-

- (i) the cancellation or termination of all or any of the Bank Account and/or the Banking Service (as the case may be);
取消或終止所有或任何銀行帳戶及/或銀行服務(視情況而定)；
- (ii) the cancellation, withdrawal, revocation or suspension of the Client's transactions or any failure to execute or effect transactions or order from the Client where it is attributable to any circumstances or events beyond the Bank's control;
取消、撤回、撤銷或擱置客戶的交易或任何因超越本行能控制的情況而不能執行或進行的客戶的交易或指令；
- (iii) leakage of the Client's instruction or information by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or the Correspondent Agent or any other third party;
任何電訊公司、儀器或中介裝置洩露客戶通過上述媒介傳送予本行、本行的代理、第三者或由本行或業務代理或任何第三者通過上述媒介傳送予客戶的資料或資訊；
- (iv) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Banking Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's reasonable control;
任何涉及銀行服務、自然現象、政府行為、水浸、火警、動亂、罷工、戰爭或其他超越本行控制的原因的機械故障、電力故障、機能失常、損壞、阻礙或設施或裝置的不足；
- (v) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Client's instructions or other information howsoever caused;
任何於傳送客戶的指示或其他資料時發生的阻礙、擱置、延誤、損失、損害或其他故障或失誤；
- (vi) any transaction effected as a result of a forged instruction or any other fraudulent conduct;
任何因虛假或其他詐騙行為而成立的交易；
- (vii) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy arises from the Bank's telecommunication and computer system or other equipment or from its installation or operation; any incomplete or erroneous transmission of any instruction or order of the Client or any error in the

execution of any such instruction or order or for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Client as a result thereof; and
本行的電訊及電腦系統或其他設備或其安裝或操作出現任何機械、電子或其他故障、失靈、中斷、失誤或不足；客戶指示或命令的任何不完整或錯誤的傳遞或執行該指示或命令時發生的任何錯誤，或客戶因上述事件而招致或蒙受的任何延誤、損失(包括盈利損失或任何經濟損失)、開支或賠償；及

- (viii) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank.

任何第三者(包括但不限於服務提供者或設備供應商)引致的任何延誤、中斷或暫停，而使本行履行於協議下的責任時受干擾、影響或無法繼續執行。

- 5.2 The Bank shall not be liable to or responsible for any loss or damage the Client sustains or suffers directly or indirectly arising out of any act or omission of any counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes hereunder, unless the act or omission is due to gross negligence, wilful default or fraud on the Bank's part. In particular and without limitation, the Bank gives no warranty as to the solvency of any of counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent.

除非由於本行的重大疏忽、故意失責或欺詐，本行對於任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人或任何締約方或根據協議聘用的任何人士的作為或不作為而直接或間接導致客戶的損失或損害毋須承擔任何責任。特別是但不限於，本行對任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人的償付能力不作保證。

6. **LIABILITY AND WARRANTY 責任及保證**

- 6.1 Notwithstanding the Bank could have reasonably foreseen, the Bank's liability to the Client for any neglect or default on the Bank's part shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.

儘管可能已被本行合理地預見，本行因疏忽或失責而需對客戶承擔的責任將不包括任何間接非直接、相關或懲罰性的損害、支出、損失或成本及任何利潤的賠償。

- 6.2 The Client represents and warrants (which representations and warranties shall be deemed to be repeated by the Client on each date on which transaction is entered into under the Agreement) that:-

客戶向本行陳述與保證(此等陳述與保證將被視作於根據協議而進行的交易的當天由客戶重新作出) :-

- (i) the Client has full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform the Client's obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
客戶有充分的權力及授權執行及交付協議及其他任何有關之文件及履行協議下的義務及每項交易，並且已採取一切必要的步驟授權上述各項的執行、交付及履行；
- (ii) any such execution, delivery and performance will not violate or conflict with any law applicable to the Client, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Client or any of the Client's assets or oblige the Client to create any lien, security interest or encumbrance;
任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或影響客戶或客戶資產的法律、憲制性文件或任何押記、信託契據、合約或其他文件或合約規限；或與上述各項有所衝突；或迫使客戶的資產產生了留置權、擔保權益或產權負擔；
- (iii) the obligations under the Agreement constitute the Client's legal, valid and binding obligations, enforceable in accordance with their respective terms;
協議下的義務對客戶構成合法、有效及具約束力的義務並可按其條款付諸執行；
- (iv) all governmental, regulatory and other permits, consents and approvals that are required to have been obtained by the Client in relation to the Agreement have been so obtained and remain in full force and effect and all conditions of any such permits, consents and approvals have been complied with;
客戶就協議需取得的所有政府、監管機構及其他方面的准許、同意及批准已取得並維持全面有效。所有上述准許、同意及批准的全部條件亦已經遵守或符合；
- (v) the Client will comply with the Applicable Laws;
客戶將遵從適用法律；

- (vi) the Client will promptly give (or procure to be given) to the Bank such information and assistance as the Bank may require from the Client to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement; and
客戶須即時提供(或竭盡所能地提供)予本行所須的相關資料及協助以便本行可履行及遵守協議下的任何義務；及
- (vii) in the event that the Bank Account is a client account, the Client has internal control in place to verify the underlying client's identities and effective systems and controls to allocate funds in the pooled account to the individual underlying clients. In addition, the Client is satisfied as to the source of the funds used to open the Bank Account or passing through the Bank Account.
倘若銀行帳戶是客戶帳戶時，客戶設置內部監控去確認潛在客戶的身分及有效的制度及控制對將存放於並已混合於帳戶內的款項再分配予背後的個別客戶。另外，客戶對於用於開立銀行帳戶及存入銀行帳戶的款項的來源有確切的了解並確認其來源是合法的。

6.3 The Client warrants and undertakes to ratify and confirm at the Bank's request any act, deed, thing or matter lawfully done or caused to be done by the Bank in the proper performance of the Bank's duties or obligations hereunder.
客戶保證及承諾按本行的要求追認及確認任何本行真誠地履行本條款及細則的義務時所合法地作出或引致作出的行為、契據、事項或作為。

6.4 Unless due to the Bank's gross negligence, wilful default or fraud, the Client warrants and undertakes to keep the Bank and the Correspondent Agent and employees fully and effectively indemnified against all loss, damages, costs, charges, liabilities and expenses whatsoever incurred by the Bank pursuant to or in connection with its acts hereunder.
除非由於本行的重大疏忽、故意失責或欺詐，客戶承諾充分及有效地彌償本行、業務代理及僱員因客戶違反本條款及細則的任何條文而承受或產生的一切損失、損害、費用、收費、責任及支出。

7. **FOREIGN CURRENCY INDEMNITY 外幣擔保賠償**

7.1 Payment by the Client to the Bank shall be in the currency(ies) of the relevant liability(ies) or, if so agreed by the Bank, in a different currency or currencies (the "**Appropriate Currency**"), in which case the conversion(s) to that different currency(ies) shall be made at the exchange rate(s) which the Bank determines to be prevailing in the relevant foreign exchange market(s) at the relevant time(s) (the "**Applicable Exchange Rate**"). Such determination to be made by the Bank in its absolute discretion is conclusive and binding on the Client. If for any reason the Bank receives an amount in any currency other than the Appropriate Currency, the Bank is authorised to purchase the amount in the Appropriate Currency with the amount of the payment so received at the Applicable Exchange Rate in accordance with the Bank's usual practice and the Client shall indemnify and keep indemnified the Bank from and against any shortfall (including the cost of conversion). Until such shortfall is repaid to the Bank, such shortfall shall form part of the sums due and owing hereunder to the Bank and bear interest accordingly. Any shortfall not paid on demands shall bear default interest in accordance with sub-clause 11.2 of this Agreement.

由客戶向本行支付的款項，應以相關負債的貨幣支付，或者，若本行同意，則以其所同意之不同貨幣（下稱「**適當貨幣**」）為之，而其轉換為不同貨幣時，應依本行行使其絕對酌情權決定適用之各該外幣交易市場於相關時間之匯率為準（下稱「**適用匯率**」），且此決定將不可推翻及對客戶有約束力。無論基於任何理由若本行收受任何非屬適當貨幣之貨幣金額，則本行被授權依照其常規，以適用匯率購入相當於所收到付款金額之適當貨幣，而客戶應補償本行其中之任何差額（包括兌換之成本）。於此等差額償還本行之前，此等差額應記入本協議下所積欠本行之金額之內，並隨之承擔利息。任何經提出要求而未支付之差額，應依本協議第11.2分條款之規定承擔違約利息。

8. **TERMINATION AND SUSPENSION 終止及暫停**

8.1 The Bank may in its absolute discretion, subject to the Applicable Laws and without prejudice to the generality of the other provisions herein, terminate one or more or all of the Bank Account and/or the Banking Service at any time without prejudice to the continuation of the operation of any or more of the Bank Account and/or the use of any or more of the Banking Service provided always that the Bank shall serve the Client a written notice of intention to terminate the Bank Account or the Banking Service not less than 30 days prior to the intended date of termination.
受限於適受法律及於不影響本條款及細則其他條文的一般性的情況下，本行可行使其絕對酌情權於任何時候終止一個或多個或全部銀行帳戶及/或一項或多項或全部銀行服務，惟須給予客戶不少於30天的事先書面通知。上述的終止將不影響其他任何一個或多個銀行帳戶的運作及/或銀行服務的使用。

8.2 If the Bank is of reasonable opinion that the Bank Account or the Banking Service is being operated or used for criminal or other illegal activities, the Bank is, without giving prior notice to the Client, entitled to terminate the same immediately.

若本行的合理意見認為有關銀行帳戶或銀行服務可能被操作或用作刑事或其他非法活動，本行可毋須發出事先通知而即時終止有關銀行帳戶或銀行服務。

- 8.3 For company incorporated in Hong Kong or registered as an overseas company in Hong Kong, should there be any discrepancy between any search result conducted by the Bank on the Companies Registry and the information provided by such company, the Bank reserves the right (including but not limited) to decline the account opening request by such company, or if such company has already opened an account(s) with the Bank, to require rectification of such discrepancy and/or limit the use of, suspend and/or terminate, such account(s).

對於在香港成立或於海外成立並於香港註冊的公司，如本行在香港公司註冊處的查察結果與該公司提供的資料不符，本行保留權利（包括但不限於）不接受該公司的開戶申請，或在戶口開設後，要求更正不符資料，及／或限制該戶口的運作及／或暫停／終止該帳戶。

- 8.4 The Bank is entitled to suspend the Bank Account and/or the Banking Service upon occurrence of any one or more of the following events:-

倘若出現下列任何一項或多項下列事項時，本行有權暫停銀行帳戶及/或銀行服務：-

- (i) the Bank has notice of irregularity (whether actual or constructive) in relation to the operation, maintenance or closing of the Bank Account; or
本行得悉銀行帳戶的操作、保持或結清出現異常情況(不論是實際或推定)；或
- (ii) the Bank has conflicting instruction(s) from the Client or the Authorized Person.
本行收到由客戶或授權人員發出的不一致的指示。

- 8.5 Pursuant to this clause 8, termination or suspension of the Bank Account and/or the Banking Service shall be:-

本行根據本第 8 條條款終止或暫停銀行帳戶及/或銀行服務：-

- (i) without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination or suspension will be completed settled and delivery made;
不影響任何已完成或發動的交易及任何或所有於終止或暫停時仍未完成的交易將會被繼續完成、交收及交付；
- (ii) without prejudice to and shall not affect any accrued rights, existing commitments or liabilities or any contractual provision intended to survive termination; and
不影響任何已產生的權利、已存在的承諾或責任或其他任何擬於終止協議後仍然生效的條文；及
- (iii) without penalty or other additional payment save that the Client will pay: -
客戶除必須繳付下列各項外，並無任何罰款或附加費：-
 - (a) all outstanding fees and charges under the Agreement;
任何協議下仍未繳清的款項及收費用；
 - (b) any expenses incurred by the Bank under the Agreement and payable by the Client;
任何於協議項下由本行墊支及由客戶支付的費用；
 - (c) any additional expenses incurred by the Bank in relation to termination; and
本行於終止協議時代客戶墊支的額外支出；及
 - (d) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Bank Account and/or the Banking Service.
任何因了結銀行帳戶及/或銀行服務項下仍未履行的義務而引起的損失或損害。

- 8.6 The Client may terminate any of the Bank Account and/or the Banking Service upon such prior written notice and in such manner and conditions as prescribed by the Bank from time to time and subject to settlement of the handling fees or charges which the Bank may in its absolute discretion impose or levy provided always that the remaining Bank Account and/or the Banking Service shall remain operative or available upon and subject to these Terms and Conditions.

客戶可向本行發出有關的事先書面通知，並且按本行不時規定的方式及形式以終止任何銀行帳戶及/或銀行服務，惟須繳付本行行使其絕對酌情權規定收取的任何手續費或費用。有關終止生效後，尚存銀行帳戶及/或銀行服務的使用將受本條款及細則的規管，仍然維持運作或可用。

8.7 In the event that the formalities or procedures for opening the Bank Account or using the Banking Service as prescribed by the Bank in its absolute discretion remain uncompleted or the required documents thereof are still outstanding, until the completion of the formalities and procedures and the provision of outstanding documents, the Bank Account or the Banking Service shall be suspended from operation or use. Further, the sum of money deposited into the Bank Account or paid under the Banking Service shall not be withdrawn, transferred or otherwise disposed of except with the Bank's consent.

當本行行使其絕對酌情權指定的有關開立銀行帳戶或使用銀行服務的手續或程序仍未完成或仍未能提供要求的文件，銀行帳戶的運作或銀行服務的使用將被暫停直至所有手續及程序完成及已提供要求的文件為止。此外，除得本行同意外，存放於銀行帳戶或銀行服務項下或已繳付的款項將不得提取、撥轉或作其他形式的處理。

9. **LIEN SET-OFF AND CONSOLIDATION 留置權抵銷及併合**

9.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which the Bank is entitled by law, the Bank for itself or as agent for any of the Associate may at any time and without notice or reference to the Client:-

除本行根據法律有權享有的一般銀行留置權、抵銷或相類似的權利外及在不影響上述各項權利的前提下，本行可以為自己或作為聯營公司代理人，在毋須事先通知或知會客戶的情況下：-

(i) combine or consolidate all accounts including the Bank Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and/or the Associate and the Bank may, without prior notice or reference to the Client, set off or transfer any securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Client's part due and owing to the Bank or any of the Associate, whether such debts, obligations and liabilities are actual, primary or collateral, secured or unsecured, or joint or several; and

結合或併合客戶在本行或聯營公司內開立的不論是個人或聯名的全部帳戶，包括銀行帳戶或其他任何類型的帳戶。本行可以在毋須事先通知或知會客戶的情況下，將任何此等帳戶的任何證券、款項或其他資產抵銷或轉讓，用以解除客戶對本行及/或任何聯營公司拖欠或未了結的債務、義務或責任，不論此等債務、義務或責任是實有、主要或附屬、有抵押或無抵押、共同或分別的；及

(ii) if any sum is due but remains unpaid hereunder, retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank and/or the Associate for or in the Client's name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as the Bank shall determine and the Bank may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after full deduction of all costs and expenses.

倘若客戶有任何款項到期而未付，留存所有或任何存放於或由本行及/或聯營公司以其他方式代客戶或以客戶名義持有的證券、貴重物品或任何其他資產或財產，不論上述證券、貴重物品或其他資產或財產是屬於保管或其他性質。同時，本行可將上述證券、貴重物品或其他資產或財產或其任何部份以本行決定的價格及方式出售。以此為目的，本行可聘用代理或經紀並可將所得款項於扣除本行所有費用及支出後，用以解除或抵銷協議下的任何或所有欠款或未了結的責任或義務。

9.2 The Bank is authorized at any time and in its absolute discretion convert any sum in the Bank Account or under the Banking Service into any currency by any lawful means at its disposal and at the prevailing rate of exchange as determined by the Bank on the day of passing the entry for the purpose of set off or transfer without reference to the Client.

本行獲授權於任何時候毋須通知客戶及行使其絕對酌情權將銀行帳戶內或銀行服務項下的款項以任何合法途徑按記項當天的兌換率兌換成任何貨幣以達到抵銷或轉讓的目的。

10. **FULL PAYMENT 全額付款**

10.1 Any sum payable by the Client to the Bank under the Agreement shall be paid to the Bank in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever.

協議項下由客戶支付予本行的任何款項必須以港幣支付或本行可不時扣除任何現時或將來之稅項、徵費、收費、費用或扣款及沒有進行任何抵銷、反索償或扣減。

11. **FEES CHARGES COMMISSIONS AND INTEREST 費用收費佣金及利息**

11.1 The Bank has rights to impose or levy such fees, charges and/or commissions for the operation, maintenance or closing

of any of the Bank Account or provision of any of the Banking Service to the Client at such rate as prescribed by the Bank in any schedule of fees, charges and/or commission published by the Bank from time to time provided always that the Bank may vary, revise or amend the rate or the basis of calculation thereof upon not less than 30 days prior written notice to the Client. Such schedule of fees, charges and/or commission may be requested by the Client from the Bank. Any such fees, charges and/or commissions shall be payable by the Client to the Bank on demand immediately. 本行有權就客戶操作、保持或結清任何銀行帳戶或提供任何銀行服務予客戶而按照本行不時公佈的費用、收費及/或佣金表收取或徵收任何費用、收費及/或佣金。惟本行有權於給予客戶不少於 30 天的事先書面通知後，修改、修訂或更改費率或計算基準。客戶可向本行要求取得上述的費用、收費及/或佣金表。任何須由客戶繳付的費用、收費及/或佣金需於本行作出付款要求時即時支付予本行。

11.2 The Client agrees to pay the Bank all interest accrued on all sums payable by the Client to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and for the actual number of days divided by 360 or 365 in accordance with the Bank's prevailing practice for the relevant currency.

客戶同意按本行不時規定的利率，支付本行的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止(裁決前及後)及按實際天數按照本行現時實務就有關幣別除以 360 或 365 日。

12. STATEMENTS AND CONFIRMATIONS 結單及確認書

12.1 The Client is obligated to review and verify the accuracy of each and every entry in any advice, statement or confirmation issued by the Bank to the Client with respect to any transactions and/or their incidental matters thereto and to notify the Bank immediately in writing of any entry which the Client considers wrongful, irregular and/or unauthorized. Unless the Bank shall have actually received the notice to dispute accuracy, regularity or authority within ninety (90) days of the date of issuance of the advice, statement or confirmation, all the entries demonstrated in such advice, statement or confirmation are deemed and considered to be true, correct, regular and duly authorized.

客戶有義務審閱及核對本行就協議項下任何交易及/或其他附帶事項發出的任何通知書、結單或確認書上的每項記項之準確性。倘若客戶認為任何記項存在錯誤、異常及/或未經授權的情況，客戶必須立即以書面通知本行。除非本行在列載有關記項的通知書、結單或確認書發出之日期起計 90 天內實際上收到對上述記項的正確、正常或授權提出異議的書面通知，否則所有顯示於此等通知書、結單或確認書上的記項均被視作及被認為真實、正確、正常及已獲恰當授權。

12.2 Nothing in the preceding sub-clause 12.1 shall prejudice or impair the Client's right of recourse against the Bank in relation to:-

上述第 12.1 條分條款的規定並不影響或損害客戶就下列事項對本行提出追索的權利：-

- (i) unauthorized transaction arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill;
由於任何第三者偽冒或詐騙而引致的未經授權的交易，而本行對該等交易未能採取合理謹慎及合理技巧加以識破；
- (ii) unauthorized transaction arising from forgery or fraud by any of the Bank's employees or agents; and
由於本行的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；或
- (iii) other unauthorized transactions arising from gross negligence or wilful default on the Bank's part.
由於本行或本行任何僱員或代理人重大疏忽或故意失責而引致的其他未經授權的交易。

13. CONCLUSIVE EVIDENCE 終局性證據

13.1 Except for manifest error, the books and records kept by the Bank (including, without limitation, tape recording and any handwritten information recorded by the Bank's employees or agents in the course of their dealing with the Client) with respect to the Bank Account and/or Banking Service shall be conclusive evidence and binding on the Client, for all purposes and in all courts of law.

除非存在明顯的偏差，由本行保存有關於銀行帳戶及/或銀行服務的帳冊及紀錄(包括但不限於錄音帶及由本行員工或代理與客戶交易期間手寫的紀錄、資料或數據)均對客戶具絕對約束力及會於所有法庭及其他所有作為中，成為終局性的證據。

14. JOINT ACCOUNT PARTNERSHIP AND OTHERS 聯名合夥人帳戶及其他

14.1 Where the Client consists of more than one person such as joint account holders or joint service users, trustees or personal representatives, this clause 14 shall apply.

本第 14 條條款只適用於銀行帳戶持有人多於一個人的情況，例如聯名帳戶持有人或聯名銀行服務使用者、信託人或遺產代理人。

14.2 Under the Agreement or in any other dealings between the Client and the Bank, the Client will be jointly and severally liable for all or any of the obligations or liabilities.

客戶須共同及分別地承擔所有協議項下或客戶與本行之間的業務往來所產生的所有或任何義務或責任。

14.3 Unless otherwise agreed between the Client and the Bank in writing:-

除非本行與客戶另有書面協議：-

(i) each joint account holder of the Bank Account or joint users of the Banking Service will have sole and full authority on behalf of all the joint account holders or all the joint service users to deal with the Bank fully and completely as if he were the sole owner of the Bank Account or user of the Banking Service without any notice to the other joint account holders or other joint service users (as the case may be);

每一個聯名銀行帳戶持有人或聯名銀行服務使用者均有單一及全面權力於毋須通知其他聯名銀行帳戶持有人或銀行服務使用者的情況下與本行進行業務，猶如銀行帳戶只是一個單名銀行帳戶或銀行服務使用者只包括一位人士一樣(視情況而定)；

(ii) any of the joint account holders or the joint service users may give the Bank an effective and final discharge in respect of any of the Bank's obligations; and

任何一個聯名銀行帳戶持有人或聯名銀行服務使用者均可有效地及最終地解除本行於協議項下的義務；及

(iii) once served on one of the joint account holders or the joint service users, any notice, request or communication shall be deemed to be given to all.

任何本行送達其中一名聯名銀行帳戶持有人或聯名銀行服務使用者的通知、要求或通訊均會被視作送達予全部銀行帳戶持有人或全部銀行服務使用者。

14.4 On the death of any of the account holders or the service users, the Agreement will not terminate but survive such death and remain binding on the other person(s) constituting the Bank's client and the Bank may treat such survivor(s) as the only party to the Agreement. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Bank Account or the Banking Service will be vested in the survivor(s) under the Bank Account or the Banking Service upon death of the account holder(s) or service user(s) by operation of the rule of survivorship. This sub-clause 14.4 shall not apply to partnership account.

協議不會因任何一名聯名銀行帳戶持有人或一名聯名銀行服務使用者死亡而終止，並對其他生存的聯名銀行帳戶持有人或聯名銀行服務使用者仍具約束力。並且，本行會視該生存的銀行帳戶持有人或銀行服務使用者是協議下僅有的當事人。為免生疑問，協議下各當事人聲明及同意，於聯名銀行帳戶持有人或聯名銀行服務使用者死亡後，銀行帳戶或銀行服務一切的權利及權益按照生存者取得權的規則施行並歸賦於銀行帳戶或銀行服務的生存者。本第 14.4 條分條款不適用於合夥帳戶。

14.5 The Bank's right is reserved notwithstanding the foregoing provisions:-

儘管上述條文，本行保留下列各項權利：-

(i) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement; and

於採取任何協議項下的行動前，向所有或多於一位的聯名銀行帳戶持有人或聯名銀行服務使用者尋求共同指示；及

(ii) if the Bank receives instructions or directions from any one of the joint account holders or the joint service user which are not consistent with other instructions or directions, to advise one or more joint account holders or joint service users of such conflict or inconsistency and/or take no action on any such instructions or directions until the Bank receives further instructions or directions in the form and substance satisfactory to the Bank.

倘若根據本行的意見認為本行接到其中一名聯名銀行帳戶持有人或一名聯名銀行服務使用者的指示或指令與其他指示有衝突及不一致，本行有權通知一個或多個聯名銀行帳戶持有人或聯名銀行服務使用者此等衝突及不一致的指示或指令及/或不執行有關指示或指令直至本行收到認為恰當的進一步指示為止。

14.6 In case of a partnership, the following provisions shall apply:-

倘若屬合夥人，以下的條文將適用：-

- (i) unless otherwise agreed by the Bank, the Client's partnership agreement, if any, will not bind the Bank and the operation, maintenance or closing of a partnership account with the Bank or uses of the Banking Service by a partnership are entirely regulated and subject to these Terms and Conditions;
客戶的合夥協議(如有)不會對本行構成任何約束力。除非本行與客戶另有協議，合夥帳戶的操作、保持或結清或由合夥企業使用的銀行服務將受本條款及細則全面的監管；
- (ii) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
所有合夥人不論是一般、特別或限責合夥人將共同及分別地承擔其於協議項下的責任及/或義務；
- (iii) notwithstanding any change in partnership constitution, the remaining partners will have full power and authority to deal with the Bank Account or the Banking Service in any manner until the Bank shall have actually received the notice of change; and
除非本行收到實際的組織變更通知，即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理銀行帳戶或銀行服務；及
- (iv) unless otherwise agreed by the Bank, the Client will give the Bank a new mandate and open a new account upon any change of constitution.
除非本行與客戶另有協議，客戶於組織變更時，將向本行提供新的帳戶指令及開立新帳戶。

15. **CONFIDENTIALITY AND OUTSOURCING 保密及外判**

- 15.1 All information relating to the Bank Account or the Banking Service shall be kept confidential by the Bank but the Bank may provide any such information to the regulators or law enforcement agency to comply with the Applicable Laws and their requirements or requests for information (whether personal or otherwise) and to any of the Bank's branches and/or the Associate for the purpose of providing the Banking Service to the Client from time to time without any consent from or notification to the Client.
本行應對涉及銀行帳戶或銀行服務的所有資料予以保密，但可在未經客戶同意或未通知客戶的情況下，將任何該等資料(不論是個人資料或其他)提供給監管機構或執法機構以遵守其關於資料方面適用法律，又或可不時提供給本行的其他分行及/或聯營公司以便其向客戶提供銀行服務。
- 15.2 In relation to the collection, transfer and process of personal data relating to the Bank's client or the Authorized Person, the Bank is subject to the Personal Data (Privacy) Ordinance, which regulates the use of personal data and, in addition, the Bank's "Circular on the Personal Data (Privacy) Ordinance (the "Ordinance")" (the "Circular") is set out in Schedule hereto. The Client agrees to be bound by the provisions set out in the Circular.
就關於蒐集、傳輸及處理本行的客戶或授權人員之個人資料而言，本行受香港規管私人資料使用的《個人資料(私隱)條例》的約束。另外，本行的「關於《個人資料(私隱)條例》(「《條例》」)的通告」(下稱「該通告」)已載列於本條款及細則之附表，客戶同意受該通告的條款約束。
- 15.3 Subject to the Applicable Laws, the Bank is entitled to outsource or delegate any of its functions under the Agreement to the Associate or the Correspondent Agent for performance of such functions in such manner conclusively determined by the Bank and when the Bank considers fit without further notice to the Client provided always that the Bank remains ultimately liable for such outsourced activities.
在受所有適用法律規管的前提下，本行有權在毋須給予客戶進一步通知的情況下，按本行認為恰當的方式將協議項下的本行的職能外判或委託予聯營公司或業務代理，以便其執行上述職能(前提是本行維持有關外判活動之最終責任)。

16. **CONFLICT OF INTEREST AND DISCLOSURE 利益衝突及披露**

- 16.1 In relation to any transaction contemplated hereunder, the Bank and/or the Associate may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client's interest(s) in relation to transaction directly or indirectly (the "Material Interest"). In relation to any of such transaction, the Bank shall take reasonable steps in order to ensure fair treatment to the Client subject to the Applicable Laws.
本行及/或聯營公司與客戶可能會直接或間接在本條款及細則項下擬議的交易中，有利益、關係、安排或責任上的衝突(下稱「重大利益」)。本行會採取一切合理步驟，並根據所有適用法律令客戶於任何該等交易中得到公平的對待。
- 16.2 The Bank, in accordance with the Applicable Laws, shall be entitled (but not obliged) to give advice or make recommendation to the Client or enter into transaction for or with the Client or act as the Client's agent or provide the

Banking Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom to the fullest extent permitted by laws.

儘管存在重大利益，客戶同意本行有權(但非必要)在受所有適用法律規管的前提下為客戶就交易或銀行服務提供意見或提議或進行交易，又或以客戶的代理人身份行事或提供其他服務，而於法律容許的最大範圍內，本行毋須向客戶披露由上述交易或銀行服務而產生的利益。

- 16.3 The Bank, in accordance with the Applicable Laws, shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit, commission or remuneration made or received (whether from any client or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for transaction.

在受所有適用法律規管的前提下，本行除須向客戶通知所收取的有關收費或佣金外，毋須向客戶解釋或披露本行在交易或服務上收取的任何利益、佣金或報酬(不論從客戶身上或因重大利益或其他方面獲得)。

17. **DEBT COLLECTION 收帳**

- 17.1 The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Client under the Agreement. The Client agrees and acknowledges that it has been warned that it shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all costs, fees and expenses which the Bank may reasonably incur in retaining the debt collection agent(s).

本行有權聘用催收代理人以收取客戶在協議下到期未付的任何款項。客戶同意並確認已被忠告，客戶須以全額賠償基準賠償本行在聘用催收代理人時所合理地產生的全部收費、費用及開支。

18. **AMENDMENT 修訂**

- 18.1 The Client agrees and accepts that subject to the Applicable Laws, the Bank may unilaterally revise, amend, delete, revoke or vary the terms and conditions of these Terms and Conditions upon giving the Client not less than 30 days' prior written notice or by way of displaying the revision, amendment, deletion, revocation or variation in a prominent position of the Bank's office premises or such other manner as the Bank shall in its absolute discretion consider fit.

客戶同意及接受於適用法律規管的前提下，本行可於任何時候給予您不少於 30 天的事先書面通知的情況下或通過張貼有關書面通知於本行營業地點的顯眼處或其他本行行使其絕對酌情權認為合適的方式，單方面修改、修訂、刪除、撤回或更改本條款及細則的條文。

19. **FORCE MAJEURE 不可抗力**

- 19.1 While the Bank shall use its best endeavour to comply with its obligations in a timely manner the Bank will incur no liability whatsoever for any partial or non-performance of any of its obligations by reason of any cause beyond its reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and the Bank shall not be held liable for any loss the Client may incur as a result thereof.

本行會竭盡所能地並及時地去履行責任或義務，但倘若本行由於超越本行合理控制範疇的原因，包括但不限於通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或任何法律或政府或其他監管要求的實施或改變(包括釋義的更改)而只能部份地或不能履行責任，則本行毋須對此承擔責任，亦毋須對客戶因上述原因而遭受的損失或損害負責。

20. **NOTICE 通知**

- 20.1 The Bank's notice or demand under the Agreement may be served by post, personal delivery, electronic mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, electronic mail or facsimile transmission at the time on the day of such personal delivery, electronic mail or facsimile transmission if addressed to the Client or its legal or personal representative(s) at the last known address, electronic mail address or facsimile number according to the Bank's record.

本行就任何根據協議由本行發出的通知或付款要求可以郵遞、專人送遞、電郵或圖文傳真方式送達。如以郵遞方式發出，則於投寄翌日已視為有效地送達(儘管其後該郵件由於未能送達而被退回)；如以專人送遞、電郵或圖文傳真方式發出予客戶、客戶的法律代表或遺產代理人於本行紀錄所載及最後所知的地址、電郵地址或傳真號碼，則在該專人送遞、電郵或圖文傳真派發或發出當日已被視為有效地送達。

- 20.2 A notice by the Client or the Client's legal representative(s) or the Client's estate may be served by post, personal delivery or facsimile transmission at the Bank's registered office or principal place of business but shall not be deemed

to have been duly served unless and until actual receipt of such post, personal delivery or facsimile transmission by the Bank.

客戶或客戶的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞或圖文傳真方式將其送達至本行註冊地址或主要營業地址。除非直至本行實際上收到該郵遞、專人送遞或圖文傳真，否則不會被視為有效送達。

21. CHANGE OF INFORMATION 資料轉變

21.1 The Client and the Bank undertake to inform each other of any material change to the information provided in the Agreement. Particularly, the Client and the Bank agree that:-

本行及客戶承諾，倘若根據協議項下所提供之資料有任何重大變動，將通知對方。特別是，客戶及本行同意：

(i) the Client shall be notified by the Bank of any material change to the Bank's business which may affect the Banking Service rendered to the Client by the Bank; and

倘本行業務出現任何重大變動，而該等變動可能影響本行向客戶提供之銀行服務，則本行將會通知客戶有關變動；及

(ii) the Client will notify the Bank of any change of name, address, tax status, particulars and information and provide such supporting documents as reasonably required by the Bank to support such changes.

客戶將通知本行有關姓名、地址、稅務身份、詳細資料及其他資料之任何變動，並按本行合理之要求提供支持文件以茲證明。

21.2 The Client is required to provide valid mobile phone number and/or other contact numbers for liaison and notification purpose and the Client shall notify the Bank in a timely manner if any of such number is changed. The supporting documents for such change should be provided as soon as reasonably required by the Bank.

客戶應向本行提供有效的手提電話號碼及/或其他聯絡號碼以作聯絡及通知用途。倘號碼有變動，應盡快通知本行，並按本行合理之要求盡快提供支持文件以茲證明。

22. CURRENCY EXPOSURE 貨幣風險

22.1 The Client acknowledges that, for any transaction contemplated hereunder in currencies other than Hong Kong Dollars, there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely on the Client's account and at the Client's own risk.

對於本條款及細則項下以港幣以外的貨幣進行之擬議交易，客戶承認由於匯率的波動，此等業務有可能導致盈虧，該等盈虧須全部由客戶承擔。

23. CONFLICT 爭議

23.1 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, the Client and the Bank agree that the English version shall prevail.

倘若本條款及細則的中英兩種語言版本之間存在差異，客戶和本行均同意以英文版本為準。

24. MISCELLANEOUS PROVISIONS 一般規定

24.1 The Bank or the Correspondent Agent, in the course of providing the Banking Service or entering into the transactions hereunder, may need (but not obliged) to record verbal instructions received from the Client and/or any verbal communications between the Client and the Bank in relation to any of the Banking Service.

在提供銀行服務或進行交易的過程中，本行或業務代理可能需要(但非必要)以錄音紀錄客戶的口頭指示及/或客戶與本行或本行代理人在該銀行服務或交易過程中的任何對話。

24.2 The Bank may destroy any documents relating to the Bank Account or the Banking Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.

本行有權將已經縮微攝影/掃描的任何與銀行帳戶或銀行服務有關的文件銷毀，並可在本行認為適當的一段時間後銷毀縮微膠卷/掃描紀錄。

24.3 In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Banking Service, the Client is obliged to notify the Bank in writing immediately. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.

倘若發現協議項下向本行發出關於銀行服務指示所需的身份證明文件、法團印章或圖章已經遺失，客戶須立即以書面通知本行。本行對於任何在未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易毋須承擔任何責任。

- 24.4 In the event that the Client consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.
當客戶多於一個人時，協議項下的陳述、保證、承諾及彌償將被視作分別及共同地作出。
- 24.5 No failure to exercise or enforce and no delay in exercising or enforcing on the Bank's part of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Bank.
本行不行使或執行或遲延行使或執行協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救方法、權力或特權。協議賦予本行的權利、補救方法、權力和特權是累加的，將不會取代法律或本行持有的其他文件所賦予本行的權利、補救方法、權力或特權。
- 24.6 The Agreement shall be binding upon, and endure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.
協議對當事人及其承繼人及其容許的受讓人均具約束力，有關承繼人及容許的受讓人均享有協議項下的權益。
- 24.7 The Bank may at any time assign all or any of its rights, benefits, powers, obligations or liabilities hereunder and in that event the assignee shall have the same rights, benefits or powers against the Client and same obligations and liabilities towards the Client as it would have had as if the assignee had been a party hereto and the Client waives and forgoes all its rights, if any, to challenge the validity of any such assignment by way of this sub-clause 24.7.
本行可以隨時轉讓協議項下的所有或部份權利、權益、權力、義務或責任，而受讓人應有與本行相同的權利、權益或權力及對客戶承擔與本行同樣的義務或責任，猶如受讓人是協議的當事人一樣。客戶透過本第 24.7 條分條款放棄及寬免質疑此等轉讓的有效性的權利。
- 24.8 The Client will not assign any of its rights, benefits, powers, obligations or liabilities under the Agreement.
客戶不可轉讓任何協議下的權利、權益、權力、義務或責任。
- 24.9 If at any time any provision of the Agreement is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
倘若協議的某些條文於任何司法管轄區被禁止或變成不合法、失效、無效或在法律上不能執行，此等條文於其他司法管轄區的合法性、有效性或可執行性及協議的其他條文的合法性、有效性或可執行性將不受影響。
- 24.10 The right of the Bank to vary or revise the interest rate(s) in respect of the Bank Account as displayed in its office premises from time to time is reserved.
本行保留不時更改或修訂關於銀行帳戶之利率的權利，有關的更改內容將會在本行的營業地點張貼發布。
- 24.11 Time shall in all respects be of essence in the performance of any or all of the Client's liabilities and obligations under the Agreement.
就客戶履行協議下的任何或所有責任及義務而言，時間於各方面均為協議的要素。
- 24.12 While the Bank shall follow reasonable procedures in selecting the Correspondent Agent, no assurance or guarantee can be given and no warranty or representation is made as to the Correspondent Agent's service, or its suitability, content, performance, timeliness, accuracy, reliability, solvency or completeness or otherwise. Further, under no circumstances shall the Bank be liable for any loss and damages, whether direct or indirect, arising out of or in connection with the Correspondent Agent's default, negligence, forgery or insolvency.
本行將遵循合理程序選擇業務代理，本行就業務代理的服務，或其適當性、內容、表現、合時性、準確性、可靠性、償債能力或完整性或其他方面不會作出任何保證或擔保。此外，本行在任何情況下均不會因業務代理的缺失、疏忽、欺詐或無償債能力而招致的損失及損害(不論直接或間接)承擔任何責任。

24.13 The Client acknowledges, declares and warrants that all information and documents of the Client and the Authorized Person(s) (including, without limitation the status or its status of good standing) provided to and maintained with the Bank are true, complete, accurate, up-to-date and not misleading. If the Client's information and documents provided are altered, amended and/or updated, the Client shall immediately and proactively notify the Bank in writing forthwith together with the corresponding document(s) and proof(s).

客戶確認、聲明及保證，客戶及被授權人員所提供並存於本行的所有資料及文件(包括但不限於身分或存續狀態)皆為真實、完整、準確、最新及無誤導之資料及文件。倘客戶之資料及提供的文件有變動、修訂及/或更新時，將主動即時以書面通知本行並向本行提供相關文件及證明。

25. TAX STATUS 稅務身份

25.1 Unless otherwise specified by the Client, the Client hereby certifies that the Client is not a US Person, nor a citizen of the United States of America, nor a resident of the United States of America for US federal income tax purposes and are not subject to the tax of United States of America. Further, the Client is also not an entity taxable as a corporation, or a partnership created or organized in or under the laws of the United States of America or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the United States of America. The Client hereby consents for the Bank or any of the Associate (collectively the "Bank Group") to share the Client's information and data with domestic and overseas regulators, tax or other competent authorities (if necessary) to establish the Client's tax liability in any jurisdiction. The Client consents and agrees that the Bank Group may withhold from the Bank Account such amounts as the domestic or overseas regulators, tax or other competent authorities may from time to time require in accordance with all applicable laws, rules, regulations and directives including, and without limitation, the Foreign Account Tax Compliance Act. The Client hereby undertakes to notify the Bank of any change of the above tax status in writing forthwith.

除非客戶另有表示，客戶謹此核證客戶並非美國公民；亦非美國居民；亦非美國聯邦入息稅務為目的屬於美國居民。再者，客戶亦非一所根據美國或其州份或其政治分支(包括哥倫比亞特區或任何其他美國州份)的法律成立或組成的可課稅法團或合夥公司。客戶謹此同意本行或任何聯營公司(以下統稱「本集團」)於必要時分享客戶的資料及訊息予本地及海外監管、稅務或其他主管當局以確立客戶於任何司法管轄區的稅務責任。當本地及海外監管機構或稅局要求時，客戶確認及同意本集團可應本地及海外監管、稅務或其他主管當局的不時要求，並根據所有適用法律、規則、規例及指引，包括但不限於，《海外帳戶稅收合規法案》，從客戶的銀行帳戶中預扣款項。客戶謹此承諾即時以書面通知本行上述稅務身份的任何變動。

26. THIRD PARTY RIGHT 第三者權利

26.1 Without prejudice to sub-clause 26.3, a person who is not a party to these Terms and Conditions and the Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of these Terms and Conditions and the Agreement. 於不損害第26.3條分條款的情況下，當一名人士並非本協議的當事人，則其於《合約(第三者權利)條例》(香港法律第623章)(下稱「**第三者條例**」)項下並無權力執行或享有本協議項下任何條文的利益。

26.2 Notwithstanding any provision contained herein, the consent of any person who is not a party to these Terms and Conditions and the Agreement is not required to rescind or vary these Terms and Conditions and the Agreement at any time.

儘管本協議的任何條文，於任何時候撤銷或修訂本協議毋須取得非本協議書的當事人之同意。

26.3 Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

所有本行的董事、主管人員、員工，附屬機構或代理可以，憑藉第三者條例，依賴明確賦予該等人士的權利或權益之任何本協議項下的條文(包括但不限於，任何補償、限制或責任的豁免)。

27. PROCESS AGENT 送達代理人

27.1 The service of any process connected with proceedings in the Hong Kong courts and relating to these Terms and Conditions and the Agreement will be deemed to have been validly served on the Client if it is received by the process agent whose name and present address are set out in the Account Opening Form and service will be deemed to have been acknowledged by the Client if it is acknowledged by the process agent.

有關香港法庭司法程序及有關本條款及細則或協議之任何文件之送達，如其已由開戶申請書所列姓名及地址之送達代收人所收受，應被視為已合法送達於客戶，且如其已由送達代收人所知悉則應被視為已為客戶所知悉。

28. GOVERNING LAW AND JURISDICTION

適用法律及司法管轄權

- 28.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to the Agreement irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce the Agreement in courts of other competent jurisdiction as the Bank may select.
協議各方面均受香港法律管轄並按香港法律解釋。協議各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但本行有權在本行選擇的其他有司法管轄權的法院強制執行協議。

PART II SPECIFIC PROVISIONS FOR BANKING SERVICE**第二部份 銀行服務特定條文**

These Specific Provisions should be read in conjunction with the General Provisions for Banking Service under Part I hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part II hereof shall prevail.

本特定條文須與第一部份之銀行服務一般條文一併閱讀。倘若該等條文與本條文存在差異，則以本第二部份的條文為準。

1. COLLECTION 代收

1.1 For collection or clearing purpose for the Client, the Bank may in its absolute discretion decline or accept an instrument. If the Bank accepts an instrument for collection, the Client will pay the Bank collection charges as prescribed by the Bank together with expenses incidental thereto.

本行可行使其絕對酌情權拒絕或接受為客戶代收或交換票據。倘若本行接受為客戶代收票據，客戶須支付本行規定的代收費用及開支。

1.2 In the Bank's absolute discretion, the Bank may decline to accept an instrument for collection or clearing purpose for the Client if:-

如有下列情況，本行可行使其絕對酌情權拒絕接受為客戶代收或交換票據：-

- (i) the name of the payee thereof is not in conformity with the Client's name even if it bears an endorsement; 儘管有背書，收款人名稱與客戶的名稱不符；
- (ii) in relation to a joint account, the named payees of that instrument to be collected and/or cleared do not comprise all the account holders; or 倘若帳戶為聯名帳戶，收款人名稱並非包括所有帳戶持有人；或
- (iii) other reasonable cause. 其他合理原因。

1.3 Any clearing instrument deposited after the cut-off time as reasonably prescribed by the Bank will be treated as received on the immediately succeeding Business Day. In the event that it is deposited for clearing before the cut-off time, interest (if any) will be credited on that day and accrue on the immediately succeeding Business Day if deposited after the cut-off time. If the clearing instrument is dishonoured, the interest will be reversed.

任何於本行絕對酌情規定的截止時間後才存入的交換票據將於次一營業日始行入帳。倘若交換票據於截止時間前存入，利息(如有)將於當天記項，倘若截止時間後才存入，則利息於次一營業日累算。倘若提出交換的票據不獲兌現，利息將會隨即予以沖回。

2. STATEMENT SAVINGS ACCOUNT 月結單儲蓄帳戶

2.1 The Client may open statement savings account with the Bank, which is denominated in the currencies provided by the Bank.

客戶可於本行開立本行規定的幣別之月結單儲蓄帳戶。

2.2 Interest will accrue on the daily ledger balance of the statement savings account at the rate as prescribed by the Bank from time to time. Such interest rate will be displayed from time to time in the Bank's office premises. Interest earned will be credited to the statement savings account on half yearly or on such other basis as may be specified by the Bank from time to time. Interest will not be paid if the balance of the statement savings account is lower than the minimum deposits as set by the Bank. Interest will only be accrued up to the day before the account is closed.

月結單儲蓄帳戶利息按本行不時規定的利率，根據每日結餘額並按本行不時規定的相隔時段計算。有關利率將不時於本行的營業地點展示。客戶應得的利息每半年入帳一次，或按本行不時規定的其他基準入帳。若結餘低於本行設定的最低存款額，將不獲付任何利息。如客戶帳戶於利息期間銷戶，利息只會計付至銷戶前一天。

2.3 The Bank will send a statement of account to the Client each and every month or at regular intervals as determined by the Bank. No statement will be issued where no entry has been made in the relevant account.

月結單將於每月或由本行指定的相隔時段按紀錄所指示的通訊地址寄發予客戶。倘若無記項，則不會寄出月結單。

2.4 The balance on the statement savings account cannot be withdrawn by way of cheque or cash or any means not accepted by the Bank. No passbook will be issued for transaction purpose.

月結單儲蓄帳戶不能用支票、現金或任何不獲本行接受的方式提取，本行亦不會簽發存摺簿予客戶以作交易之用。

CURRENT ACCOUNT 支票帳戶

- 3.1 The Client may open current account with the Bank denominated in the currencies provided by the Bank.
客戶可於本行開立本行規定的幣別之支票帳戶。
- 3.2 No interest is payable on credit balance in a current account unless otherwise agreed between the Client and the Bank in writing.
除非本行與客戶另有書面協議，否則支票帳戶的結餘並無利息。
- 3.3 If temporary overdraft is granted by the Bank, the Client undertakes to refund to the Bank the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by the Bank.
如本行給予客戶臨時透支，客戶承諾將透支全數連同按本行規定的利率計算的利息償還予本行。
- 3.4 The Bank will issue a cheque book to the Client upon the Client opens a current account and first deposits a specified amount with the Bank. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.
客戶於本行開立支票帳戶時，需於客戶首次存入規定金額後，方獲發給一本支票簿。客戶必須時刻將支票簿妥為保存，如有需要，應予鎖藏，以免被未經授權人士盜取。
- 3.5 Application for new cheque book may be made by presenting a duly completed and signed application form to the Bank or by any other means acceptable to the Bank. The Bank may in its absolute discretion refuse to issue a cheque book. Unless otherwise agreed by the Bank, the Bank may deliver the cheque book to the correspondence address registered with the Bank by mail or by any other means as determined by the Bank in its absolute discretion. The Bank accepts no liability for any delay or loss occasioned by any mode of delivery.
在申領支票簿時，客戶須先行填妥並簽署支票簿申請表，遞交本行或以本行指定的其他方式申領。本行可行使其絕對酌情權拒發支票簿。除非本行與客戶另有協議，本行將按紀錄所示的通訊地址以郵寄方式或其他本行行使其絕對酌情權決定的方式，將新支票簿送交客戶(另有協議者除外)。如因任何遞送方式而引致任何延誤或遺失，本行毋須承擔任何責任。
- 3.6 Upon receipt of a new cheque book from the Bank, the Client is obliged to verify the cheque serial numbers, account number and the Client's name printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be promptly reported to the Bank.
客戶在收到新支票簿後，應在使用前核對支票上印示的序列號碼、帳戶編號及於支票簿上載印的客戶的姓名，並核對支票數目。如存在異常的情況，應立即通知本行。
- 3.7 Cheque should only be drawn in the form prescribed by the Bank subject to such terms and conditions as stipulated by the Bank and should only be used for the permitted account.
支票須以由本行指定的形式根據本行規定的條款及細則簽發並且只適用於指定的帳戶。
- 3.8 The Client is obliged to forthwith report the same to the Bank in writing when a signed cheque or a cheque book is lost, stolen or untraceable.
倘若客戶已簽署的支票或支票簿遺失、被竊或丟失，應立即以書面通知本行。
- 3.9 When cheques are delivered by way of post or other means, the word "OR BEARER" should be crossed out and the cheque should be crossed.
倘若客戶以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。
- 3.10 When drawing cheques, the Client is required to exercise due care to ensure their correctness and accuracy and agree that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
客戶在簽發支票時需要小心謹慎以確保其準確及正確性，並同意不使客戶簽發的支票有機會被人塗改或作出詐騙或偽冒行為。特別是，但不限於：-
- (i) the Client should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions or additions;
在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使其難以加插文字或數字；

- (ii) the word “only” should be added immediately after the amount stated in words and only Arabic numerals should be adopted for figures when drawing cheques; and
在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫；及
- (iii) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Account Mandate provided to the Bank.
所有支票必須以不能擦掉的深色墨水或原子筆以中文或英文填寫或者以印表機或支票機打印，支票的簽名必須與本行紀錄內的帳戶指令相同。

3.11 To the extent permitted by law, unless due to the Bank’s negligence, willful default or fraud the Bank shall not be liable under any circumstances to honour any forged cheque where the forgery is made possible by the use of erasable ink, pens, typewriters, cheque-writers or any other equipment with built-in erasure features, or where the unauthorized alteration, amendment, forgery and/or fraud could not be detected with due diligence.

於法律可容忍的範圍內，除非因本行疏忽、故意缺失或欺詐外，無論在任何情況下，本行毋須對使用了可塗改墨水、墨水筆、打字機、支票打印機或其他任何帶有內置擦除功能的設備而偽造的已付支票承擔任何責任。本行亦毋須對已做出適當的努力但仍無法辨識的非法篡改、修改、欺詐和/或偽造的已付支票，承擔任何責任。

3.12 客戶同意及確認：-

The Client agrees and acknowledges that:-

- (i) cheques drawn by the Client which have been honoured may, after having been recorded in electronic form or other form as determined by the Bank, be retained by the collecting bank or the Hong Kong Inter-banking Clearing Limited (“HKICL”) for such period as stipulated in the rules relating to the operation of the clearing house for the relevant currency and, thereafter, they may be destroyed by the collecting bank or HKICL (as the case may be); and

由客戶所開出並已付款的支票，在以電子或其他本行決定之形式予以紀錄後，可由代收銀行或香港銀行同業結算有限公司(下稱「結算公司」)保留，保留期為與有關貨幣的結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或結算公司可銷毀該等支票(視屬何情況而定)；及

- (ii) the Bank, in accordance with the terms in the preceding sub-clause 3.12(i), is authorized and empowered to enter into contract with the relevant collecting banks and HKICL.

本行獲授權按照上述第 3.11(i)條分條款與包括代收銀行及結算公司訂立合約。

3.13 Any alteration or addition to a cheque must be confirmed by the drawer’s full signature. The Client agrees and acknowledges that the Bank will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.

支票如有塗改或增添，必須由發票人全簽證實。客戶同意及確認倘若支票上有不易通過合理謹慎而察覺的塗改或增添而引致任何損失，本行毋須對此承擔責任。

3.14 Cheques drawn against insufficient or uncleared funds shall be returned unpaid by the Bank. The Bank may also return a cheque unpaid if it is not signed in accordance with the Account Mandate on the Bank’s records, or is incorrectly completed, drawn with technical error, altered without confirmation by the Client’s full signature, mutilated, post-dated or stale. Administrative charges for cheque returned unpaid will be debited to the Client’s current account and will be borne by the Client.

任何於支票帳戶內未有足夠或已結算的款項情況下簽署的支票將不會被支付。任何不按存放於本行的帳戶指令簽署、不完全填妥、有技術性錯誤、塗改而未有簽名確認、破損、未到期或過期的支票均不會被支付。客戶需支付因上述各項原因不被支付的支票的手續費，有關的行政費將借記客戶的支票帳戶及由客戶承擔。

3.15 Any instruction to countermand payment of drawn cheque to the Bank must be clear and unambiguous, suffice to identify the cheque drawn by reference to cheque number and reach the Bank prior to its payment. In the event that the Client identifies the cheque in question:-

客戶只能在支票未支付之前，以清晰的書面指示通知本行，並清楚說明有關支票的號碼，方能止付支票。倘若客戶：-

- (i) by reference to other particulars in addition to the cheque number, the Bank shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
除支票號碼外，尚能提供其他資料，本行毋須確保該等其他資料與憑號碼辨認的有關支票的資料相符；及

- (ii) by reference to other particulars instead of the cheque number, the Bank may not oblige to take any action but the Bank may in its absolute discretion and without accepting any responsibility, follow such instruction. 如客戶只能提供有關支票的其他資料而非有關支票的號碼，本行毋須採取任何行動止付有關支票。惟本行可行使其絕對酌情權執行該止付指示，但毋須就此產生的任何後果承擔責任。

3.16 Where the Client requests the Bank to countermand payment of a cheque drawn by means of an instruction which cannot be verified by the Bank, the Bank shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with the Client. Notwithstanding the Bank may in its absolute discretion and without accepting any responsibility, follow any such instructions which are, the Bank believes in good faith, initiated by the Client and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous. 倘若本行無法鑑定止付支票指示的真偽，本行有權毋須採取任何行動。儘管如此，本行可行使其絕對酌情權執行本行真誠地相信是由客戶發出的指示，而即使該指示為不正確、虛假或不清楚，本行亦毋須就此承擔任何責任。

4. **DORMANT ACCOUNT 不動帳戶**

4.1 The Client agrees that in the event that any Bank Account which has a balance of less than an amount which the Bank shall from time to time determine and/or which has been inactive or dormant for a period (which is, currently, [twelve (12)] months, or such other period as prescribed by the Bank from time to time) as determined by the Bank in its absolute discretion, the Bank shall have a right to classify such Bank Account to be a dormant account and charge a monthly fee (of such amount which the Bank may prescribe from time to time) until either: -

客戶同意當任何銀行帳戶的結餘金額少於本行不時規定的最低餘額，及/或此帳戶已於本行不時規定的一段時間內(為十二個月，或本行不時規定的時間內)未曾使用，本行有權行使其絕對酌情權將該帳戶轉為不動帳戶，並且按月收取不時由本行訂定的費用，直至：

- (i) the balance reaches an amount which is equal to or less than HK\$0.00, whereupon the Bank shall close the Bank Account by giving the Client reasonable notice in writing at the Client's registered office or the last known address; or 結餘額相等於或少於港幣零元(HK\$0.00)為止；並在給予客戶合理的書面通知的情況下，本行有權取消銀行帳戶；或
- (ii) the balance reaches an amount which equals to or more than an amount which the Bank shall from time to time determine. 結餘額相等或高於本行不時規定的金額為止。

4.2 For the avoidance of doubt, notwithstanding that the Bank Account has been or is at any time inactive or dormant, any Bank Account shall be maintained in accordance with these Terms and Conditions. 為免生疑問，不管銀行帳戶是否已經不動，或在任何時候變成不動，任何銀行帳戶均仍須按本條款及細則保持運作。

5. **TIME DEPOSIT 定期存款**

5.1 The Client may open time deposit account with the Bank denominated in the currencies provided by the Bank. 客戶可於本行開立本行規定的幣別之定期存款帳戶。

5.2 Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either drawn or added to the principal. Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed. 定期利息將計至定期存款到期日的前一日止，並在到期日支付。存期屆滿時，定期存款可供提取或加入本金續存。在每次提取定期存款或續存時，客戶會獲通知累計利息及預扣稅項(如適用)的詳細資料及/或細目分類。

5.3 Upon the Client first places a time deposit with the Bank, a time deposit account will be opened. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by the Bank from time to time. 定期存款帳戶於客戶存入首筆定期存款時開立。客戶可存放本行規定的幣別的定期存款，並須按照本行不時規定的最低開戶存款額及存款期限存款。

5.4 The Bank, upon the Client's request, may in its absolute discretion repay a time deposit to the Client before the maturity date and the Bank:- 於客戶要求時，本行可行使其絕對酌情權在存款到期日前付還存款予客戶。在此情況下：-

- (i) shall not be required to pay any interest on such time deposit;
本行有權毋須支付該存款的任何利息；
- (ii) are entitled to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by the Bank from the total sum to be repaid to the Client; and
本行可將客戶因中途終止存款而令本行須就該存款的剩餘存款期向資金市場另行拆入款項所涉的手續費及額外費用(如適用)從付還予客戶的總款項中扣除；及
- (iii) are entitled to deduct any sums already paid to the Client by way of interest and to the Government by way of taxation, if applicable, from the principal sum before repayment thereof.
本行可將任何已付予客戶的利息及已付予政府的稅項(如有)從本金中扣除，餘款始付還客戶。

5.5 Upon the Client's withdrawal of the time deposit placed with the Bank, the Bank is entitled (but not obliged) to require production and surrender to the Bank of the deposit confirmation, deposit receipt or deposit certificate.
客戶提取任何存放於本行的定期存款時，本行有權(但非必要)要求客戶出示並向本行交回有關的存款確認書、存款收據或存款證明書。

5.6 If the maturity date fall on a date which is not a Business Day, the maturity date shall be extended to the immediately succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to the Bank or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.
如到期日並非為營業日，存款將於次一營業日付還。如據此延長的存款期超出本行所接受的或被規定的最長期限，存款將於該非營業日前一個營業日付還。

5.7 Subject to the transaction dates and hours determined by the Bank from time to time, all placements, renewals or withdrawals are accepted.
所有存款、續存或提款，均須依照本行為該等存款不時訂定的交易日期及時間辦理。

5.8 Any instruction or direction in relation to disposal of funds at the maturity date and any amendments thereto should be clear and unambiguous and given at least one Business Day prior to the maturity date. Where automatic renewal instructions are given by the Client to the Bank for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as the Bank shall in its absolute discretion determine.
有關存款到期處理方法的指示或指令及修訂指示必須清楚及毫不含糊，並最遲須於到期日的前一個營業日送達本行。倘若客戶已作出存款到期自動續存指示，續存利率將採用由本行行使其絕對酌情權決定的於到期日當天的特定時間的利率。

5.9 If no instructions to dispose of the time deposit are received by the maturity date, interest on the maturity date and thereafter will accrue on the principal amount only. The interest will accrue at the Bank's daily savings account rate(s) as determined by the Bank. Accrued interest will be paid or credited into the time deposit account only when disposal instructions are received.
如本行在到期日仍未收到處理方法的指示，則到期日及該日以後的利息只按本金金額累計。利息則按本行不時規定的儲蓄存款利率計算，應付的利息只會在收到指示後方會存入有關定期存款帳戶。

6. RENMINBI BUSINESS 人民幣業務

6.1 The Bank may take all necessary measures to comply with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within China or any other supervisory or competent authorities. If required, the Bank may also provide any transaction and account information related to any holder of a Renminbi bank account to the clearing bank and supervisory or competent authorities.
本行可以為遵守人民銀行、金管局、任何清算行、任何中國代理行或任何其他監管或主管當局的規則及規例，採取一切所需的措施。如有需要，本行亦可以向清算行及監管或主管當局提供有關任何人民幣帳戶持有人的任何交易及帳戶資料。

6.2 From time to time, the Bank is entitled to prescribe restrictions that apply only to Renminbi bank account or services and to amend and/or revise the terms and conditions applicable to Renminbi bank account or services.
本行有權不時規定僅適用於人民幣帳戶或服務的限制，並可不時修改及/或修訂適用於人民幣帳戶或服務的條款及細則。

6.3 The Client confirms and declares that the Client fully understands all the rules and regulations applicable to Renminbi bank account or services stipulated by the supervisory or competent authorities. The Client agrees that all Renminbi bank account or services are to be bound by the applicable rules and regulations promulgated by the supervisory or competent authorities from time to time.

客戶確認及聲明，客戶完全明白所有由監管或主管當局規定適用於人民幣帳戶或服務的規則及規例。客戶同意所有人民幣帳戶或服務均受不時由監管或主管當局頒布的適用規則及規定之約束。

6.4 The Client acknowledges and understands that Renminbi is subject to restriction and still not freely circulated and the Client who conducts Renminbi business may be subject to the following risks:-

客戶承認及明白，人民幣進出中國仍須受中國相關法規的限制，客戶辦理人民幣業務時可能面對以下風險：-

(i) the Client should be cautious that, in the event that there is change in laws, assets or liabilities denominated in Renminbi may be required to be paid or discharged by way of other currency as payment tool:-
本行應注意其原持有人民幣資產或負債可能因法律之變更而導致須改以其他貨幣作為收、付的工具：-

(a) whilst the Bank shall ensure to seek practical solutions or means, the Client, who is beneficially entitled to assets or carries liabilities denominated in Renminbi or liable to payment obligations in Renminbi by reason of concluded transactions, may be required to pay or receive by means of other currency which is exchanged at the prevailing exchange rate for the reason that change in laws will have impact on the demand and supply of Renminbi in the market or settlement of the concluded transactions.

客戶原持有之人民幣資產、負債或因交易而產生之給付義務均可能因法令之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖本行對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣別取代之可能性。

(b) the Client to whom the banking facilities denominated in Renminbi is extended is advised to consider the ability to repay Renminbi upon maturity and exchange risk when the Client is not capable of making repayment in Renminbi.

授信戶辦理人民幣授信業務時，應考量貸款到期時本身人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，授信戶可能面臨匯兌風險。

(c) notwithstanding that a specified loan amount or limit is provided in the consumer loan agreement between the Client to whom the banking facilities is granted and the Bank, the Client is still subject to the risk that the loan will not be drawdown in Renminbi on account of the legal restriction and, thus, the Client is subject to risk of shortage of funding. If it is drawdown in other foreign currency, the Client may suffer or sustain exchange loss by reason of exchange rate fluctuation.

授信戶辦理人民幣授信業務，雖與本行於消費借貸契約中約明借款金額或額度，惟存在法律限制，致本行未能撥款時，授信戶將受有資金短缺之風險；如改以其他外幣撥款，授信戶可能因匯率波動而衍生匯差風險。

(ii) the Client is advised that the circulation of Renminbi is subject to restrictions imposed by local laws in China, which may change from time to time.

客戶應充分了解人民幣進出中國時將受到當地法令限制，且當地之法律可能隨時變更。

(iii) Renminbi remittance remitted to China will be turned away in the event that the same fails to comply with the legal or regulatory requirements and Renminbi is not freely circulated. Where the Client remits Renminbi remittance to China and the remittance is not effectively paid to the payee for the reason as aforesaid, the Bank shall arrange the refund of the remitted amount provided that all cable, postage and other charges shall be borne by the Client and will be deducted from the remitted amount.

辦理中國人民幣匯出及匯入者，若不符合中國的法律或監管要求，則人民幣資金不得任意進出中國。倘若客戶將人民幣資金匯往中國，但因前述原因，導致人民幣匯款不能送達時，本行將協助辦理退匯，但其所需之郵電費及國外銀行收取之費用均由客戶負擔，且直接自匯款金額中扣除。

(iv) where the Client to whom the banking facilities is extended in Renminbi wishes to utilize the banking facilities in China, the Client should obtain the approval of China's competent authority to permit the remittance of the Renminbi funding to China and proceed with registration for complying with foreign debt administration rules in China. In the event that drawdown amount is not effectively remitted to China for payment or returned on the ground of the Client's failure to comply with the relevant laws in China, the

accrued interest and expenses in connection therewith shall be borne by the Client.

授信戶辦理人民幣貸款如擬在中國使用，客戶須先取得中國主管機關批准相關人民幣資金得在中國匯入及匯出，並遵守中國現行外債管理規定辦理外債登記，如因授信戶未依中國相關法令辦理，以致已撥付之人民幣無法匯往中國支應需求或遭退匯時，其所衍生之借款利息及相關費用均由授信戶自行負擔。

- (v) the Client should fully understand that Renminbi is subject to exchange rate fluctuation which will create risk to transaction. The market movement is subject to numerous factors which will result in substantial exchange rate fluctuation. The Client's entering into Renminbi transaction is subject to transaction risk and evaluation loss as a result of market turbulences or exceptional circumstances. Thus, the Client should assess the Client's own financial condition and risk tolerance prior to entering into of the transaction. The Client is also advised to understand the financial, accounting, tax and legal rules relevant to the transactions and ensure that the Client is willing to undertake the transaction risk and absorb loss.

客戶應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險。鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大，客戶從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致客戶之交易風險或評價損失。客戶於從事該筆交易前，應考慮本身財務狀況及承受風險之能力，並充分了解該筆交易所涉財務、會計、稅制及相關法律規定及確保客戶願意自行承受因進行交易所可能衍生之交易風險及損失。

- (vi) when opening Renminbi account, non-Hong Kong resident is required to acknowledge that he does not hold Hong Kong Identity Card of any kind. If the Client obtains Hong Kong Identity Card at any time subsequent to the point of time of account opening, the Client should notify the Bank immediately. Thereafter, the Bank shall provide the Client with the service in accordance with the rules for Renminbi business applicable to Hong Kong resident.

非香港居民辦理人民幣開戶業務時，客戶應確認未持有何種類之香港身份證始得辦理；如未來客戶取得何種類之香港身份證時，應立即通知本行，本行將依香港居民相關人民幣業務規定繼續為客戶提供服務。

- (vii) Hong Kong resident who opens Renminbi account with the Bank is required to acknowledge that he does not open any Renminbi account as non-Hong Kong resident with other licensed banks in Hong Kong.

香港居民辦理人民幣開戶業務時，客戶應確認並未同時在香港其他銀行以非香港居民身份開立人民幣帳戶。

- (viii) the Client is required to acknowledge that the Client fully understands the foregoing provisions and potential risks associated with Renminbi business before the Client conducts the same and agree that the Client is willing to pay expenses and absorb all losses in relation to the transactions under Renminbi business.

客戶在辦理本項業務前應確認，已充分了解上述有關人民幣業務之條文及其潛在風險，且同意接受並願意自行承受因進行人民幣業務之相關交易所可能衍生之損失及費用。

7. REMITTANCE 匯款

- 7.1 All outward remittance will be paid and effected in the currency of the country where the payment is to be made unless otherwise instructed.

除非另有指示，所有匯出匯款將以付款國家的貨幣支付及進行。

- 7.2 The Client agrees that the Bank is at liberty to effect an outward remittance via the Correspondent Agent in any place if the circumstances so require and unless specifically agreed by the Bank, no warranty as to the value day is given. Value day of funds varies with the location, local telecommunication system and the banking practices of the remittance destination.

如情況需要，客戶同意，本行有權通過於任何地方的業務代理付一筆匯出匯款；及本行對交割日不作任何保證(另有約定者除外)。交割日基於地域、當地電訊系統及匯款目的地的銀行實務而改變。

- 7.3 The Bank may transmit any message in respect of a telegraphic transfer or other electronic transfer in explicit language, code, or cipher and save for fraud or gross negligence on the Bank's part, the Bank shall not be held liable to any error, misinterpretation, neglect, or default of any Correspondent Agent.

本行可能以明示的語言、編碼或密碼發送關於電報傳送的任何訊息而毋須就任何業務代理的任何失誤、誤解、疏忽或失責負責，因本行的欺詐行為或嚴重疏忽者除外。

- 7.4 The Bank, without prejudice to the generality of the foregoing provisions, shall not be liable for any loss or damage

(whether direct, indirect or consequential) to the Client or any other person as a result of any (i) delay or error in payment or in giving advice of payment and (ii) loss of remarks or messages provided by the Client in transit or otherwise save for fraud or gross negligence on the Bank's part.

於不損害上述條文一般性的情況下，本行並毋須因(i)延誤或錯誤付款或延誤或錯誤給予解付通知；及(ii)在傳輸時或其他情況下遺漏任何附言或訊息而承擔任何責任，因本行的欺詐行為或嚴重疏忽者除外。

- 7.5 Except with the Bank's written consent, any instruction for remittance shall not be revoked or revised in whole or in part. If so agreed by the Bank, any amendment or cancellation of any outward remittance instruction shall be given by the Client in writing in the form satisfactory to the Bank.
除非得到本行的書面同意，任何匯款指示不得撤銷或修訂(不論全部或部份地)。倘若，本行同意修改或取消任何匯出款項，任何該等修改或取消的指示須按本行同意的格式由客戶以書面提供。
- 7.6 Any refund following the cancellation of effected outward remittance shall not be paid to the Client unless and until the Bank has received the fund so remitted from the Correspondent Agent. Such refund shall be paid to the Client after deduction of the Bank's fees, expenses and costs incurred by the Bank or the Correspondent Agent.
本行毋須支付任何因取消已執行的匯出匯款而產生的退款，除非直至本行由業務代理收到匯出的款項；及此等退款將於扣除本行或業務代理產生的收費、開支及成本後，退回予客戶。
- 7.7 The Client agrees that the Bank and the Correspondent Agent are entitled to charge such reasonable charges and fees as the Bank or the Correspondent Agent may determine from time to time. All charges incurred outside Hong Kong are for the account of the beneficiary unless otherwise instructed. In the event of the beneficiary failing to pay any such charges, the Client shall be liable to reimburse on demand to the Bank and the Correspondent Agent for all such charges and fees.
客戶同意，本行及業務代理有權向客戶收取由本行或業務代理不時決定的費用及收費。除非另有指示，所有本行以外產生的費用由受益人承擔。倘若，受益人未能支付任何此等費用，客戶須根據本行及業務代理的要求，償付此等費用及收費。
- 7.8 When following the Client's outward remittance instructions, the Client agrees that the Bank merely acts as the Client's remittance agent and have no control over the operations of and the charges and commissions levied or imposed by the Correspondent Agent.
客戶同意，當執行客戶的匯出匯款指示時，本行僅作為客戶的匯款代理。本行無法控制業務代理的操作及其收取或徵取的費用及佣金。
- 7.9 Unless and until the draft is lost and the Client agrees to provide the Bank with an indemnity in the form satisfactory to the Bank, counter-payment for a bank draft will not be accepted. Where counter-payment is accepted, such fees and charges will be charged to the Client in the Bank's absolute discretion.
除非直至匯票被丟失及客戶已向本行提供令本行滿意的補償，匯票的止付不會被接納。倘若本行接納匯票止付，本行將行使其絕對酌情權向客戶徵收收費及費用。
- 7.10 A draft with drawee agent's name and address preprinted, and relevant magnetic ink characters (MICR) encoded will be issued to the Client, if available and appropriate. Upon the Client's request to issue a draft payable at a place where the above preprinted draft is not available, a draft without MICR encoded may be issued and the clearing or collection time for such a draft will be longer than that with MICR encoded.
在可提供及合適的情況下，客戶會獲發附有預先印上匯票付款人代理人姓名及地址及經相關磁墨字符編碼的匯票。應客戶要求在一處不提供預先印刷匯票的地方支付匯票，客戶可能會獲發不設相關磁墨字符編碼的匯票，而客戶應注意到該匯票的結算或託收時間一般將較經相關磁墨字符編碼的匯票為長。
- 7.11 The Bank is obliged to comply with the Applicable Laws when providing remittance service. The right of the Bank to prescribe any conditions is subject to which the Bank provides any services or accept any instruction or to refuse to provide any services or act on any instruction to ensure its compliance with any of the Applicable Laws is reserved. The Bank will only provide remittance services or accept instructions to the extent that the Bank is (in the Bank's reasonable opinion) practicable and reasonable to do so, having due regard to the Bank's prevailing business practices and procedures (whether internal or otherwise).
於提供匯款服務時，本行須遵從適用法律。本行保留權利訂明其提供任何服務或接受任何指示或拒絕提供任何服務或執行任何指示所受限於的任何條款以確保其遵從適用法律。本行將只在(本行合理認為的)可能及合理範圍內按其一般業務常規及程序(不論是內部或其他方面的程序)提供服務或接受指示。
- 7.12 The Bank shall comply with all of the Applicable Laws, and particularly without limitation to, those laws regulating and supervising the prevention of money laundering and terrorist financing activities. The Bank shall take any action or implement any measure which the Bank shall in absolute discretion consider appropriate to take. Such action or measure may include, without limitation, the interception and investigation of any payment messages and other

information or communications transmitted to or by the Client or on the Client's behalf via the the Bank's systems or the Bank Group's system; and making further enquiries in such manner as the Bank shall consider necessary in the its absolute discretion.

本行須遵從適用法律及特別是，但不限於規管及監察防止洗黑錢活動的法律。以此為目的，本行會採取或實施按本行絕對酌情權認為合適的任何行動或措施。此該行動或措施，包括但不限於，攔截及調查透過本行的系統或本集團的系統向客戶或由客戶或代客戶發出的任何付款訊息及其他訊息或通訊，並按本行行使其絕對酌情權認為合適的方式作進一步查詢。

- 7.13 Remittance messages may contain the remitter's certain personal information (including the address, date of birth and the number of the identification document of the remitter) in order to comply with the Applicable Laws to which the Bank may be subject. The beneficiary and the paying bank may be permitted to see or access such information. Further, such information may also be made available to other parties or competent authorities, to the fullest extent permitted by any of the Applicable Laws.

匯款訊息可含有匯款人的個人資料(包括匯款人的地址、出生日期、身份證明文件號碼)以符合本行受限於的適用法律。受益人及付款銀行可獲准查閱或存取該等資料。此外，於法律容許的最大範圍內，該等資料可能提供了其他人士或主管當局。

8. **E- CHEQUES DEPOSIT SERVICES 電子支票存入服務**

- 8.1 For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

就電子支票存入服務為目的，下列詞語具下列定義：

"Bills of Exchange Ordinance"
「匯票條例」 means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
指香港法例第 19 章〈匯票條例〉，可被不時修訂。

"Clearing House"
「結算所」 means Hong Kong Interbank Clearing Limited and its successors and assigns.
指香港銀行同業結算有限公司及其繼承人及受讓人。

"Deposit Channel"
「存入途徑」 means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.
指本行不時提供用作出示電子支票以求存入的任何途徑。

"e-Cheque"
「電子支票」 means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.
指以電子紀錄（按香港法例第 553 章〈電子交易條例〉定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

"e-Cheques Deposit Services"
「電子支票存入服務」 means the services offered by the Bank to clients from time to time for depositing e-Cheques.
指由本行不時向客戶為存入電子支票而提供的服務。

"e-Cheque Drop Box Service"
「電子支票存票服務」 means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended

		from time to time in accordance with the e-Cheque Drop Box Terms. 指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務帳戶，方可出示電子支票以存入受款人帳戶，本定義可根據電子支票存票服務條款不時修訂。
"e-Cheque Drop Box Terms" 「電子支票存票服務條款」		means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service. 指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。
"Industry Rules and Procedures" 「業界規則及程序」	and	means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time. 指結算所及銀行業界就規管電子支票的處理而不時訂定/採用的規則及運作程序。
"Payee Bank" 「受款人銀行」		means the bank at which a Payee Bank Account is held. 指受款人帳戶所在的銀行。
"Payee Bank Account" 「受款人帳戶」		means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee. 就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的受款人在本行持有的銀行帳戶，而該帳戶可以是受款人的個人名義帳戶或受款人的聯名帳戶。
"Payer Bank" 「付款人銀行」		means the bank which digitally signed an e-Cheque created by its client. 指為其客戶簽發的電子支票作出數碼簽署的銀行。

8.2 Nature and scope of e-Cheques Deposit Services 電子支票存入服務的性質及範圍

- (i) The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Client, the Client may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Client has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Client may also be required to sign forms and documents prescribed by the Bank from time to time.
本行可選擇提供電子支票存入服務。如本行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署本行不時指定的表格及文件。
- (ii) e-Cheques Deposit Services allows the Client and other persons to present e-Cheques (whether payable to the Client and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with sub-clause 8.3 below.
電子支票存入服務讓客戶及其他人士可按下列第 8.3 條分條款使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向客戶及／或受款人帳戶的任何其他持有人支付）以存入本行（作為受款人銀行）。

- (iii) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
本行可為本行不時指定的貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票存入服務。
- (iv) The Bank has the right to set or vary from time to time the conditions for using the Cheques Deposit Services. These conditions may include the following (or any of them):
本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項（或任何一項）：
 - (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
電子支票存入服務的服務時間（包括出示電子支票的截止時間）；及
 - (b) any fees and charges payable by the Client for the e-Cheques Deposit Services
客戶須就電子支票存入服務支付的任何費用。

8.3 e-Cheques Deposit Services 電子支票存入服務

- (i) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行（作為受款人銀行）。
- (ii) e-Cheque Drop Box Service
電子支票存票服務
 - (a) The e-Cheque Drop Box Service is provided by the Clearing House. The Client is bound by the e-Cheque Drop Box Terms in relation to his use of the e-Cheque Drop Box Service. The Client is solely responsible for performing his obligations under the e-Cheque Drop Box Terms.
電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責履行電子支票存票服務條款下的責任。
 - (b) In order to use the e-Cheque Drop Box Service, the Client is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Client is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is his same-name account or an account other than his same-name account. The Client is responsible for the presentment of all e-Cheques by him or any other person using his e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than his same-name account).
為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務帳戶連同一個或多個受款人帳戶，以供出示電子支票。電子支票存票服務條款容許客戶以客戶同名帳戶或客戶同名帳戶以外的其他帳戶作為受款人帳戶登記電子支票存票服務帳戶。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務帳戶出示的所有電子支票負責（包括任何向客戶同名帳戶以外的受款人帳戶出示的電子支票）。
 - (c) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Client. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Client's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Client's e-Cheque Drop Box Account.
任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向客戶提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如客戶要求，本行可以（但無責任）提供使用客戶電子支票存票服務帳戶存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他本行同意提供有關該

電子支票的資料。

- (d) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Client bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

本行對結算所是否提供電子支票存票服務及所提供服務的素質、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

- (iii) **The Bank's Deposit Channels**
本行的存入途徑

The Bank may specify or vary from time to time
本行可不時指定或更改

- (a) the available Deposit Channels without notice; and
可用的存入途徑而無須通知；及
- (b) the terms governing the use of any Deposit Channel.
任何存入途徑的條款。

8.4 Handling of e-Cheques, associated risks and the Bank's liabilities 電子支票的處理、相關風險及本行的責任

- (i) **Handling of e-Cheques**
電子支票的處理

The Client understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Client. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Client by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.

客戶須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權按業界規則及程序，向付款人銀行出示任何向客戶簽發的電子支票，以收取電子支票的款項。

- (ii) **Restriction of the Bank's liability, without prejudice to the provisions contained herein and all other applicable terms and conditions prescribed by the Bank:**

本行責任的限制在不影響本協議的任何條文及其他相關條款的情況下：

- (a) the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Client or any other person using the Deposit Channels provided by the Bank to the Client, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank or the Bank's officers, employees or agents;

客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過本行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責導致；

- (b) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the following

(or any of them):

為求清晰，現明確如下，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：

(1) use of the e-Cheque Drop Box Service by the Client or any other person, or the e-Cheque Drop Box Terms;

客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；

(2) the Client's failure to comply with the Client's obligations relating to the e-Cheques Deposit Services;

客戶未遵守有關電子支票存入服務的責任；

(3) presentment of any e-Cheque payable to the Client in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and

按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；及

(4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and

任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及

(c) in no event will the Bank be liable to the Client or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶或任何其他人士負責。

(iii) The Client's confirmation and indemnity

客戶的確認及補償

(a) The Client accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Client accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.

客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。

(b) Without prejudice to the effect of any indemnity given by the Client under provisions contained herein and all other applicable terms and conditions or any other rights or remedies that the Bank may have, the Client will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or the Client's use of the e-Cheques Deposit Services.

在不影響客戶在本協議的任何條文及其他相關條款所提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。

(c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents.

如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序 經證實為直

接及可合理預見直接且完全因本行或本行人員、僱員或代理的嚴重疏忽或故意失責導致，上述彌償即不適用。

- (d) **The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.**
上述彌償在電子支票存入服務終止後繼續有效。

PART III SPECIFIC PROVISIONS FOR FASTER PAYMENT SYSTEM

第三部份 有關快速支付系統的銀行服務特定條文

These Specific Provisions should be read in conjunction with the General Provisions for Banking Service under Part I and Specific Provisions for Banking Service under Part II hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part III hereof shall prevail.

本特定條文須與第一部份之銀行服務一般條文及第二部份之銀行服務特定條文一併閱讀。倘若該等條文與本條文存在差異，則以本第三部份的條文為準。

1. **BANK SERVICES RELATING TO FASTER PAYMENT SYSTEM** 有關快速支付系統的銀行服務

1.1 Bank Services relating to Faster Payment System 有關快速支付系統的銀行服務

- (i) The Bank provides the Bank Services to clients to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Part governs the Bank's provision to the Client and the Client's use of the Bank Services. The Bank Services form part of our banking services. The provisions contained herein and all other applicable terms and conditions continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Part. Unless otherwise specified, the provisions of this Part prevail if there is any inconsistency between them and the provisions of the provisions contained herein and all other applicable terms and conditions with respect to the Bank Services. 本行向客戶提供銀行服務讓客戶使用快速支付系統進行付款及資金轉帳。快速支付系統由結算公司提供及運作。因此，銀行服務受結算公司不時就快速支付系統施加的規則、指引及程序規限。本部份規管本行為客戶提供銀行服務及客戶使用銀行服務。銀行服務構成本行提供的整體銀行服務的一部份。凡與銀行服務相關並與本部份條文無不一致的本協議的任何條文及其他相關條款將繼續適用於銀行服務。就銀行服務而言，除非另有指定，若本部份的條文跟本協議的任何條文及其他相關條款的條文出現不一致，均以本部份的條文為準。
- (ii) By requesting the Bank to register any Proxy ID for the Client in the HKICL FPS or to set up any eDDA for the Client using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Client will be regarded as having accepted and will be bound by the provisions of this Part. The Client should not request the Bank to register any Proxy ID or set up any eDDA for the Client and should not initiate any payment or funds transfer using the HKICL FPS unless the Client accepts the provisions of this Part. 當客戶要求本行代客戶於結算公司快速支付系統中登記任何識別代號，或代客戶使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉帳，客戶即被視為已接受本部份條文並受其約束。除非客戶接受本部份的條文，客戶不應要求本行代客戶登記任何識別代號或設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉帳。
- (iii) For the purpose of the Banking Services relating to Faster Payment System, the following terms have the following meanings:
就快速支付系統銀行服務為目的，下列的詞語具下列定義：

"Addressing Service"
「帳戶綁定服務」

means a service provided by HKICL as part of HKICL FPS to facilitate clients of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶使用預設的識別代號（而非帳戶號碼）識別一項付款或資金轉帳指示的接收地，或其

他有關結算公司快速支付系統的通訊的接收地。

"Bank Services" 「銀行服務」	means the services provided by the Bank to clients from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. 指本行向客戶不時提供的服務，讓客戶使用結算公司快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉帳。
"Default Account" 「預設帳戶」	means the account maintained by the Client with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS. 指客戶於本行或任何其他參與者維持的帳戶，並設置該帳戶為預設帳戶，以使用結算公司快速支付系統收取付款或資金，或（如結算公司的規則、指引及程序指明或許可並在指明或許可的範圍內）支取付款或資金。
"eDDA" 「電子直接付款授權」	means a direct debit authorisation set up by electronic means using HKICL FPS. 指使用結算公司快速支付系統以電子方式設置的直接付款授權。
"eDDA Service" 「電子直接付款授權服務」	means a service provided by HKICL as part of HKICL FPS to facilitate clients of Participants to set up direct debit authorisation. 指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。
"FPS Identifier" 「快速支付系統識別碼」	means a unique random number generated by HKICL FPS to be associated with the account of a client of a Participant. 指由結算公司快速支付系統產生的並與參與者的客戶帳戶關聯的獨有隨機號碼。
"HKICL" 「結算公司」	means Hong Kong Interbank Clearing Limited and its successors and assigns. 指香港銀行同業結算有限公司及其繼承人及受讓人。
"HKICL FPS" or "Faster Payment System" 「結算公司快速支付系統」 或「快速支付系統」	means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment

transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作(i)處理直接付款及存款、資金轉帳及其他付款交易；及(ii)就電子直接付款授權服務及帳戶綁定服務交換及處理指示。

"Hong Kong"
「香港」

means the Hong Kong Special Administrative Region of the People's Republic of China.

指中華人民共和國香港特別行政區。

"Participant"
「參與者」

means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。

"Proxy ID"
「識別代號」

means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a client of a Participant, including the mobile phone number or email address of the client, or the FPS Identifier.

指結算公司接納用作帳戶綁定服務登記的識別資料，以識別參與者的客戶帳戶，包括客戶的行動電話號碼或電郵地址，或快速支付系統識別碼。

"Regulatory Requirement"
「監管規定」

means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Client is subject or are expected to comply with from time to time.

指結算公司、本行、任何其他參與者、彼等各自的聯繫公司或集團公司或客戶不時受規限或被期望遵守的任何法律、規例或法庭判令，或由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所、業界或自律監管團體（不論於香港境內或境外）發出的任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）。

1.2 Scope of Bank Services and conditions for use 銀行服務的範圍及使用條款

- (i) The Bank provides the Bank Services to clients to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, the Client has to accept and follow these conditions and procedures.
本行向客戶提供銀行服務，讓客戶使用快速支付系統及結算公司就快速支付系統不時提供的帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施進行付款及資金轉帳。本行有權不時制定或更改銀行服務的範圍及使用銀行服務的條款及程序。客戶須接受及遵守此等條款及程序方可使用銀行服務。
- (ii) The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
本行可提供銀行服務，以本行不時指定的幣別（包括港幣及人民幣）進行付款及資金轉帳。
- (iii) In order to enable the Bank to handle an instruction for the Client in relation to payment or funds transfer using HKICL FPS, the Client has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理使用結算公司快速支付系統進行付款或資金轉帳的指示。
- (iv) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
所有使用結算公司快速支付系統進行的付款或資金轉帳交易將按照銀行同業結算及交收安排（包括但不限於參與者及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。
- (v) The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.
本行保留權利，隨時暫停或終止部份或全部銀行服務，而無需給予通知或理由。

1.3 Addressing Service - registration and amendment of Proxy ID and related records 帳戶綁定服務 - 登記及更改識別代號及相關紀錄

- (i) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Client has to register the Client's Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Client.
客戶須於結算公司快速支付系統登記客戶的識別代號，方可經結算公司快速支付系統使用帳戶綁定服務收取付款或資金轉帳。本行有酌情權是否向客戶提供快速支付系統識別碼作為識別代號。
- (ii) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Client, the Client has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規則、指引及程序。客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代客戶登記或更改識別代號或任何相關紀錄。
- (iii) At any time where the same Proxy ID is registered by the Client for more than one account (whether maintained with the Bank or with any other Participant), the Client must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Client, the Client consents and authorises the Bank to submit the request on the Client's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.
倘客戶在任何時間為多個帳戶（不論該等帳戶於本行或於其他參與者維持）登記相同的識別代號，客戶必須將其中一個帳戶設置為預設帳戶。當客戶指示本行代客戶設置或更改預設帳戶，客戶即同

意並授權本行代客戶向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設帳戶。

1.4 eDDA Service 電子直接付款授權服務

In order to enable the Bank to handle a request for the Client in relation to eDDA setup, the Client has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or client identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的帳戶號碼或客戶識別號碼或代碼設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。

1.5 The Client's responsibility 客戶的責任

(i) Present genuine owner or authorised user of Proxy ID and accounts 識別代號及帳戶現時真正的持有人或授權使用人

The Client can only register the Client's own Proxy ID for the Client's own accounts or set up eDDA for the Client's own accounts. The Client must be the present genuine owner or authorised user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account for the Client in relation to the Faster Payment System, the Client confirms that the Client is the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

客戶只可為自己的帳戶登記客戶自己的識別代號，亦只可為自己的帳戶設置電子直接付款授權。客戶必須是每項識別代號及每個提供予本行登記使用帳戶綁定服務及電子直接付款授權服務的帳戶現時真正的持有人或授權使用人。當客戶指示本行代客戶登記任何有關快速支付系統的識別代號或帳戶，即確認客戶為相關識別代號或帳戶之現時真正的持有人或授權使用人。這對於行動電話號碼至為重要，皆因於香港行動電話號碼可被循環再用。

(ii) Proxy ID 識別代號

Any Proxy ID to be registered by the Client for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Client as contact information on the Bank's records at the relevant time. The Client understands and agrees that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without the Client's consent.

任何客戶用作登記帳戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與客戶於相關時間在本行紀錄上登記的聯絡資料相同。客戶明白並同意，本行、其他參與者及結算公司有權及可酌情無需通知及客戶同意，取消任何根據可用資料屬不正確或非最新的識別代號的登記。

(iii) Correct information 正確資料

(a) The Client has to ensure that all the information provided by the Client for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Client has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.

客戶須確保所有客戶就登記或更改識別代號（或任何相關紀錄）或就設置電子直接付款授權

提供的資料均為正確、完整、最新的且並無誤導。客戶須於合理切實可行情況下儘快以本行指定的形式或方法通知本行任何對資料的更改或更新。

- (b) The Client is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The Client is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated Proxy ID or related records.

在發出每項付款或資金轉帳指示時，客戶須對使用正確及最新的識別代號及相關紀錄負全責。客戶須就不正確或過時的識別代號或相關紀錄導致本行及結算公司快速支付系統作出任何不正確的付款或轉帳負全責並確保本行不致有損失。

- (iv) **Timely updates**
適時更新

The Client is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Client's Proxy ID (or related records) or any eDDA setup, including without limitation changing the Client's Default Account, or terminating any Proxy ID or eDDA. The Client acknowledges that keeping the Client's Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

客戶有完全責任向本行適時發出指示及提供資料變動或更新，以更改客戶的識別代號（或相關紀錄）或任何電子直接付款授權設置，包括但不限於更改客戶的預設帳戶，或終止任何識別代號或電子直接付款授權。客戶承認，為確保有效地執行付款及資金轉帳指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉帳，備存客戶最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。

- (v) **Change of Default Account**
更改預設帳戶

If an account is terminated as the Default Account by the Client or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Client wishes to set another account as the Default Account, the Client has to change the registration through the Participant where the Client maintains that other account.

倘客戶或相關參與者因任何原因終止作為預設帳戶的帳戶（包括該帳戶被暫停或終止），結算公司的系統會自動按帳戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設帳戶。客戶如欲設置另一帳戶作為預設帳戶，客戶須透過維持該帳戶的參與者更改登記。

- (vi) **Transactions binding on the Client**
客戶受交易約束

- (a) For any payment or funds transfer, once the Client confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Client. 就任何付款或資金轉帳，當客戶向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對客戶具有約束力。

- (b) For any Proxy ID registration or eDDA setup, once the Client submits an instruction to the Bank, such instruction is irrevocable and binding on the Client. The Client may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.

就登記識別代號或設置電子直接付款授權而言，當客戶向本行發出指示，該指示即屬不可撤銷，並對客戶具有約束力。客戶可按照本行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

- (vii) **Use Bank Services responsibly**
負責任地使用銀行服務

The Client must use the Bank Services in a responsible manner. In particular, the Client has to comply with the following obligations:

客戶必須以負責任的方式使用銀行服務，尤其需要遵守下列責任：

- (a) The Client must comply with all Regulatory Requirements that govern the Client's use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Client must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL
客戶必須遵守所有規管客戶使用銀行服務的監管規定，包括就蒐集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。客戶不得使用銀行服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途。
- (b) In sending remarks or messages to be displayed to recipients or counterparties of the Client's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Client should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
凡向使用結算公司快速支付系統收取客戶付款或資金轉帳的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，客戶須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。
- (c) If the Bank offers the FPS Identifier as Proxy ID to the Client, the Client should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Client desires.
倘本行向客戶提供快速支付系統識別碼作為識別代號，客戶不應為了獲取心仪號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

(viii) Other obligations regarding payments and funds transfers
其他有關付款及資金轉帳的責任

Any instruction given by the Client in relation to the Bank Services will be handled by the Bank in accordance with this Part and the applicable provisions in the contained herein and all other applicable terms and conditions. The Client has to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

本行將按本部份及本協議的任何條文及其他相關條款下的適用條款處理客戶就銀行服務的任何指示。客戶須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

(ix) The Client is responsible for the Client's authorised persons
客戶須就授權人士負責

Where the Client authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Client is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

當客戶授權其他人士向本行發出有關使用銀行服務的指示或要求（不論客戶為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織）：

- (a) the Client is responsible for all the acts and omissions of each person authorised by the Client;
客戶須為每名獲客戶授權的人士的所有作為及不作為負責；
- (b) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Client or any person authorised by the Client, will be irrevocable and binding on the Client;
and
任何本行收到並真誠相信乃由客戶或任何獲客戶授權的人士發出的指示或要求，均屬不可撤銷並對客戶具有約束力；及
- (c) the Client is also responsible for ensuring that each person authorised by the Client will comply with the provisions of this Part that are applicable to him/her when acting on the Client's behalf.
客戶有責任確保每名獲客戶授權的人士均會遵守本部份就其代客戶行事適用的條款。

1.6 The Bank's responsibility and restriction of liability
本行的責任及責任限制

- (i) The Bank will process and submit the Client's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Client's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Client's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Client's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Client accordingly by such means and at such time as the Bank considers appropriate.
- 本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交客戶的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行客戶的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行客戶的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及客戶任何的識別代號（或相關紀錄）或電子直接付款授權設置或其他有關快速支付系統事項的狀況更新通知，本行會以其認為適當的方式及時間通知客戶。
- (ii) Without prejudice to Clause 1.6(i) above or the provisions contained herein and all other applicable terms and conditions:
在不影響上文第 1.6(i)條或本協議的任何條文及其他相關條款下：
- (a) the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Client in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents;
- 本行無須負責客戶或任何其他人士有關或因使用銀行服務，或有關或因處理或執行客戶就有關銀行服務或結算公司快速支付系統的指示及要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責引致；
- (b) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with one or more of the following:
為求清晰，本行無須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：
- (1) the Client's failure to comply with the Client's obligations relating to the Bank Services;
and
客戶未遵守有關銀行服務的責任；及
- (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond the Bank's reasonable control; and
結算公司快速支付系統產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、錯誤或故障；及
- (c) in no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and their respective officers, employees and agents be liable to the Client or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士負責。
- (iii) The Client's confirmation and indemnity
客戶的確認及補償
- (a) Without prejudice to any indemnity given by the Client under the provisions contained herein and all other applicable terms and conditions or any other rights or remedies that the Bank may have, the Client will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and

expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Bank Services or the Client's use of the Bank Services.

在不影響客戶在本協議的任何條文及其他相關條款下提供的任何彌償或本行享有的任何其他權利或補償的影響下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供銀行服務或客戶使用銀行服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理免受損失。

- (b) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or wilful default or that of the Bank's officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

如任何責任、申索、要求、損失、損害賠償、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見且直接及完全因本行或本行人員、僱員或代理的嚴重疏忽或故意失責引致，上述補償即不適用。上述補償在銀行服務終止後繼續有效。

1.7 Collection and use of Client Information 蒐集及使用客戶資料

- (i) For the purposes of using the Bank Services, the Client may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:

為了使用銀行服務，客戶可能需要不時向本行提供有關下列一名或多名人士的個人資料及其他資料：

- (a) the Client;
客戶；
- (b) the recipient of any payment or funds transfer to be made by the Client, or the counterparty of any eDDA to be set up by the Client; and
客戶付款或資金轉帳的收款人，或客戶設置電子直接付款授權的交易對方；及
- (c) where the Client is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Client's directors, officers, employees, authorised persons and representatives, 如客戶為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，客戶的任何董事、人員、僱員、獲授權人士及代表。

all personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the Bank Services are collectively referred to as "Client Information".

本行不時就有關銀行服務獲提供或由本行編制的個人資料及資訊統稱為「客戶資料」。

- (ii) The Client agrees (and, where applicable, for and on behalf of each of the Client's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Client Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:

客戶同意（及如適用，客戶代表客戶的每名董事、人員、僱員、獲授權人士及代表同意）本行可為銀行服務的用途蒐集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：

- (a) providing the Bank Services to the Client, maintaining and operating the Bank Services;
向客戶提供銀行服務，維持及運作銀行服務；
- (b) processing and executing the Client's instructions and requests in relation to the Bank Services from time to time;
處理及執行客戶不時有關銀行服務的指示及要求；
- (c) disclosing or transferring the Client Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS; 披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；

- (d) meeting the requirements to make disclosure under any Regulatory Requirements; and
按需遵守的監管規定而作出披露；及
 - (e) purposes relating to any of the above.
任何與上述有關的用途。
- (iii) The Client understands and agrees that the Client Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their clients and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
客戶明白及同意客戶資料可能被結算公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作帳戶綁定服務及電子直接付款授權服務之用。
- (iv) If the Client Information includes personal data or other information of any person other than the Client (including any persons specified in Clauses 7(a)(ii) or 7(a)(iii) above), the Client confirms that the Client will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Clause.
倘客戶資料包括客戶以外其他人士的個人資料(包括任何於上述第 1.7(a)(ii)條 或 第 1.7(a)(iii) 條指明的人士)，客戶確認客戶會取得並已取得該人士同意，就結算公司、本行及其他參與者按本條款指明的用途使用（包括披露或轉移）其個人資料及其他資料。

PART IV SPECIFIC PROVISIONS FOR INTERNET BANKING

第四部份 有關網絡銀行服務特定條文

These Specific Provisions should be read in conjunction with the General Provisions for Banking Service under Part I, Specific Provisions for Banking Service under Part II, and Specific Provisions for Faster Payment System under Part III hereof. In the event of any inconsistency between those provisions and these provisions, the provisions under Part IV hereof shall prevail.

本特定條文須與第一部份之銀行服務一般條文、第二部份之銀行服務特定條文及第三部份之有關快速支付系統的銀行服務特定條文一併閱讀。倘若該等條文與本條文存在差異，則以本第四部份的條文為準。

1. INTERNET BANKING SERVICES 網絡銀行服務

1.1 Subject to these Terms and Conditions, the Bank shall provide Internet Banking services and facility from time to time (the "Services") through any Internet site established, operated and/or maintained by or on behalf of the Bank ("Internet Site") to enable its Clients (each a "Client") to give instructions to and communicate with the Bank online for the purposes of conducting banking or other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the Bank.

爲了以便客戶向本行發出網絡指示及與本行聯絡，及進行銀行事務或其他任何性質的買賣交易，及獲取本行及/或本行集團成員提供之服務、產品、資料、貨物、利益及優惠，本行將根據本章則並透過任何由本行或他人代表本行建立、運作及/或維持之互聯網網站（「互聯網網站」），隨時提供網絡銀行服務及設施。

1.2 The Bank offers Services only in jurisdictions where and when they may be lawfully offered. The Services and information relating to the Services are not intended for access or use by persons in other jurisdictions. Persons accessing these pages must be aware of and observe any applicable restrictions.

本行之網絡銀行服務只會在其所屬司法管轄區內合法容許之情況下提供。本服務及與服務有關之資料並不擬提供予其他司法管轄區之人士使用。進入使用此等網頁之人士應注意並遵守任何適用之限制。

1.3 The Bank from time to time has the right to determine and modify the scope and type of the Services to be made available including but not limited to:-

本行隨時有權決定並修訂所提供之本服務範圍及類別，包括但不限於：

(i) imposing and modifying any restrictions on the use of the Services;
制訂或修訂使用本服務之限制；

(ii) expanding, modifying or reducing the Services at any time; and
隨時增加、修改或削減本服務；及

(iii) setting out and altering the normal service hours of the Services and any daily cut-off time for any type of Services or transactions. Any instruction of the Client received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones.

釐定及更改本服務之日常服務時間，以及任何服務類別或交易之每日截止時間。本行於適用之每日截止時間後接獲之任何客戶指示，將被視為於下一個營業日收到。本行可根據不同時區之市場運作時間，指定本服務的營業日及每日截止時間。

1.4 The Bank may require the Client to nominate or register specific account(s) for the purposes of the Services.

本行可要求客戶就使用本服務而指定或登記專用帳戶。

1.5 The Bank has the right to suspend the foreign exchange service upon taking into account the fluctuation in the foreign exchange market.

本行有權因考慮到外匯市場的波動而暫停外匯服務。

1.6 For the purpose of the Banking Services relating to Internet Banking, the following terms have the following meanings:

就有關網絡銀行服務，下列的詞語具下列定義：

"Client"
「客戶」

means (i) in the case of a sole proprietorship, the sole proprietor; (ii) in the case of a partnership, each of the present

and future partners of the partnership; (iii) in the case of a corporation, its lawful successor; and (iv) in other cases, any personal representative or lawful successor of the personal Client, the sole proprietor or each partner of the partnership.

指：(i)如屬獨資企業，乃指所有人；(ii)如屬合夥經營，乃指合夥經營中現時及日後加入之合夥人；(iii)如屬法人團體，則包括其合法承繼人；(iv)如屬其他情況，則包括個人客戶、所有人或合夥經營公司各合夥人之任何遺產代理人或合法承繼人。

" Designated Account "
「指定帳戶」

means all accounts registered and/or accessible under the Services and in the case of a non-personal Client, include any account (whether in the name of the Client or the Authorized Internet Banking User).

指所有已登記及/或可使用本服務之帳戶，如屬非個人客戶，包括客戶（不論以客戶或網絡銀行指定使用人士之名義）指定使用本服務之任何帳戶。

" Non-personal Client "
「非個人客戶」

means a Client other than a personal Client and include a sole proprietorship, a partnership, a corporation, a statutory body or authority.

指並非個人客戶之客戶，包括獨資企業、合夥經營公司、法人團體、法定組織或機構。

" Person "
「人士」

means an individual, firm, company, corporation and an unincorporated body of persons.

指包括個人、商號、公司、法人團體及非法人團體性質之組織。

" Personal Client "
「個人客戶」

means a private individual who maintains an account with, or receives other services from, the Bank in his personal capacity.

指以個人身份在本行開立帳戶或獲得本行其他服務之個別人士。

"Transaction"
「交易」

means any transfer, withdrawal, deposit, transaction, dealing or act effected by the Bank pursuant to or as a result of an instruction given to the Bank by the Client or, in the case of a non-personal Client, by the Authorized Internet Banking User (whether for himself or on behalf of the Client).

指本行按照或因應客戶或（倘屬非個人客戶）網絡銀行指定人士（不論其本身或代表客戶）向本行發出之指示而進行之任何轉撥、提取、存入、交易、買賣或行動。

2. APPLICABLE TERMS AND CONDITIONS 適用條款

2.1 The Services provide an additional means for the Client to operate accounts, conduct transactions and dealings and obtain services, products, information, goods, benefits and privileges from the Bank and/or other members of the Bank as shall be made available from time to time. Transactions and dealings effected by using the Services are subject to these Terms and Conditions, important messages made by the Bank, the Personal Data (Privacy) Ordinance under the laws of Hong Kong, and the common laws on the rules and regulations for customer confidentiality. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

本服務為客戶提供操作帳戶、進行買賣交易及獲取本行及/或本行集團其他成員隨時提供之服務、產品、資料、貨物、利益及優惠之額外途徑。使用服務而進行之買賣交易，須受本章則、本行之重要聲明及香港《個人資料(私隱)條例》及普通法下的客戶保密規定所限制。所有其他有關帳戶、交易、買賣、服務、產品、資料、貨物、利益及優惠之條款仍將適用於本服務。然而，若當中出現任何差異，使用服務時將以本章則為準。

2.2 The Terms and Conditions are made in accordance with the Code of Banking Practice.

本行網絡銀行服務章程是根據香港《銀行營運守則》規定擬定。

3. **THE USE OF THE SERVICES 使用服務**

3.1 For a personal Client, the Services are for his sole and exclusive use. For non-personal Client, such Client shall nominate a designated person(s) (including, where the Client is a sole-proprietorship, the sole proprietor) to use the Services (the "**Authorized Internet Banking User**") and the Services shall be used by the Authorized Internet Banking User and not any other person.

如是個人客戶，本服務僅供該客戶專用。如是非個人客戶，則該客戶須指定人士（倘客戶為獨資經營公司，則包括該獨資經營者）使用本服務（「**網絡銀行指定使用人士**」），而本服務僅供網絡銀行指定使用人士使用，任何其他人士概無權使用。

3.2 The Client and the Authorized Internet Banking User should warrant that all information provided by them to the Bank in relation to the Services is true, complete and up-to-date.

客戶及/或網絡銀行指定使用人士，保證就本服務而提供予本行之所有資料，乃屬正確完整及最新的資料。

3.3 Any interest rate, exchange rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Client and, where applicable, the Authorized Internet Banking User upon their acceptance irrespective of any different exchange rate, interest rate, price or information quoted by the Bank. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an on-line inquiry is for reference only.

儘管本行曾提供不同之利率、匯率、報價及資料，客戶及（如適用）網絡銀行指定使用人士一經接納本行就有關交易而提供之任何匯率、利率、報價及資料，即對其具有約束力。本行為回覆網上查詢而透過互聯網網站或其他方式所提供之任何匯率、利率、買賣報價或其他價格資料乃僅供參考之用，而不具任何約束力。

3.4 The Authorized Internet Banking User (where applicable) and the Client shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Client and, where applicable, the Authorized Internet Banking User shall notify the Bank as soon as practicable if they become aware of such use.

網絡銀行指定使用人士（如適用）及客戶不得使用或在知情下容許任何其他人士使用本服務、資料及/或報告作任何非法目的或活動。客戶及（如適用）網絡銀行指定使用人士如察覺此等情況，應盡快通知本行。

3.5 The Authorized Internet Banking User (where applicable) and the Client acknowledge that there may be a time lag in transmission of instructions, information or communication via the Internet.

網絡銀行指定使用人士（如適用）及客戶承認經由互聯網傳送之指示、資料或通訊，可能會出現時差。

4. **USER NAME AND PASSWORD 使用者名稱及密碼**

4.1 For identification purposes of the use of the Services, the Client or, the Authorized Internet Banking User (in the case of a non-personal Client) shall follow the guidance provided by the Bank on-line or otherwise in designating the user identification code (the "**User Name**") and the password (the "**Password**").

為識別使用本服務者之身份，客戶或（如是非個人客戶）網絡銀行指定使用人士須遵照本行於網絡或以其他途徑提供之指引，選定使用者識別名稱（「**使用者名稱**」）及密碼（「**密碼**」）。

4.2 The Client or, the Authorized Internet Banking User (in the case of a non-personal Client) may change the Password at any time but any change shall be effective only if accepted by the Bank. The User Name cannot be changed unless with the agreement of the Bank.

客戶（倘屬非個人客戶，則為該客戶或網絡銀行指定使用人士）可隨時更改密碼，惟任何更改須於本行接納後方為有效。除得到本行同意外，不得更改使用者名稱。

- 4.3 The Client and the Authorized Internet Banking User (where applicable) shall act in good faith, exercise reasonable care and diligence in keeping the User Name and the Password in secrecy. At no time and under no circumstances shall the Client or the Authorized Internet Banking User disclose the User Name and/or the Password to any other person.
客戶及（倘適用）網絡銀行指定使用人士須以真誠行事，並採取合理措施將使用者名稱及密碼保密。無論任何時間或情況，客戶或網絡銀行指定使用人士均不得將使用者名稱及/或密碼向其他人士披露。
- 4.4 The Client and the Authorized Internet Banking User (where applicable) shall be fully responsible for any accidental or unauthorized disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or the Password being used by unauthorized persons or for unauthorized purposes.
倘使用者名稱及/或密碼不慎或未經授權而為其他人士知悉，客戶及（倘適用）網絡銀行指定使用人士須負全責。而使用者名稱及/或密碼被未經授權人士使用或被用作未經授權用途之風險，亦概由客戶及（倘適用）網絡銀行指定使用人士承擔。
- 4.5 The Client (or, in the case of a non-personal Client, the Client or the Authorized Internet Banking User) shall, upon notice or suspicion of the disclosure of the User Name and/or the Password to any unauthorized person or any unauthorized use of the Services, notify the Bank in person as soon as practicable or by telephone or in such other manner as the Bank may from time to time prescribe (and the Bank may ask the Client to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Client and, where applicable, the Authorized Internet Banking User shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorized purposes.
客戶（倘屬非個人客戶，則為該客戶或網絡銀行指定使用人士）如發現或懷疑使用者名稱及/或密碼為未經授權人士所知悉，或被用作未經授權用途，須盡快親自通知本行，或以電話或根據本行隨時指定之其他方式通知本行（本行可要求客戶以書面確認所提供之資料）。在本行實際收到該等通知前，客戶及（倘適用）網絡銀行指定使用人士須就任何及所有因未經授權人士使用本服務或作未經授權用途負責。

5. **CLIENT INSTRUCTIONS 客戶指示**

- 5.1 In order to log-on to the Services and give instructions to the Bank on-line, the Client or, in the case of a non-personal Client, the Authorized Internet Banking User is required to quote the User Name and the Password. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
客戶（倘屬非個人客戶，則為該客戶或網絡銀行指定使用人士）於登入本服務及向本行發出網絡指示前，須先鍵入使用者名稱及密碼。就本服務而發出之指示必須按本行隨時指定之方式進行及於本行實際收到後，始視為經由本行收妥。
- 5.2 In the case of a non-personal Client, the liabilities and obligations of the Client and the Authorized Internet Banking User under these Terms and Conditions are joint and several and all transactions effected by the Bank pursuant to instructions received by the Bank shall be binding on the Client and the Authorized Internet Banking User in all respects. The Client and the Authorized Internet Banking User irrevocably authorize the Bank to effect debits and credits with the relevant accounts in accordance with instructions. The Client and the Authorized Internet Banking User shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Account for the purpose of any instructions. The Bank shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to the Client or the Authorized Internet Banking User and the Client and the Authorized Internet Banking User shall be fully responsible for any overdraft, advance or debit created as a result.
如是非個人客戶，客戶及網絡銀行指定使用人士須共同及個別承擔本章則所述之責任及義務，而本行根據所收到之指示進行之所有交易，於各方面對客戶及網絡銀行指定使用人士均具約束力。客戶及網絡銀行指定使用人士不可撤銷地授權本行按照指示於有關帳戶作出提存。客戶及網絡銀行指定使用人士須確保有關指定帳戶具備充足款項或已作妥信貸安排以執行任何指示。本行不會就因存款及/信貸額不足而未予執行任何指示所產生或與其有關之任何後果承擔責任。然而，在存款或信貸額不足之情況下，本行可全權酌情執行任何指示而毋須事先獲客戶或網絡指定使用人士同意或向彼等發出通知，而客戶及網絡銀行指定使用人士須對因此而產生之任何透支、墊支或借項承擔全部責任。
- 5.3 The Bank will only act on an instruction that is to the opinion of the Bank practicable and reasonable to do so and in accordance with its regular business practices and procedures.

本行只會執行其認為合理可行之指示，並將遵照其正常業務慣例及程序行事。

- 5.4 Without the Bank's or the relevant member of the Bank Group's consent, any instruction given by quoting the User Name and the Password, once given, may not be rescinded or withdrawn. All such instructions given, as understood and acted on by the Bank or the relevant member of the Bank Group in good faith, shall be irrevocable and binding on the Client and, where applicable, the Authorized Internet Banking User whether given by the Client or the Authorized Internet Banking User or by any other person purporting to be the Client or the Authorized Internet Banking User. The Bank and the relevant member of the Bank Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password.

任何提供使用者名稱及密碼之指示一經發出，如未得本行或本行相關集團成員之同意，概不得廢除或撤回。所有此等已作出之指示，不論由客戶或網絡銀行指定使用人士，或任何聲稱為客戶或網絡銀行指定使用人士之人士發出，如經本行或本行相關集團成員以真誠予以理解及執行後，即不可撤回且對客戶及（倘適用）網絡銀行指定使用人士具有約束力。除核對使用者名稱及密碼外，本行及本行相關集團成員並無責任核證作出該等指示之人士之身份或授權，或此等授權之真確性。

- 5.5 The Bank will provide on-line advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services. Such advice or confirmation shall be deemed to have been received by the Client and, where applicable, the Authorized Internet Banking User immediately after transmission and it is the duty of the Client and, where applicable, the Authorized Internet Banking User to check such advice or confirmation. It is also the duty of the Client and, where applicable, the Authorized Internet Banking User to enquire with the Bank if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.

本行將在網絡發出已收訖指示及/或已透過本服務執行交易通知或確認。此等通知或確認一經傳送，即視為客戶及（倘適用）網絡銀行指定使用人士已經收到，客戶及（倘適用）網絡銀行指定使用人士須負責查核或確認，客戶及（倘適用）網絡銀行指定使用人士有責任主動向本行查詢。

- 5.6 Information relating to any account or transaction made available on the Internet Site(s) are for reference only. Unless and until the contrary is proved, the Bank's records of such account and transaction and any use of the Services shall be conclusive.

於互聯網網站提供有關任何帳戶或交易之資料均僅供參考之用。除非能提供相反證明，否則概以本行對此等帳戶之交易以及任何使用本服務之紀錄為準。

- 5.7 The Bank shall be entitled to effect any payment and to require the Client and the Authorized Internet Banking User (where applicable) to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Client and the Authorized Internet Banking User.

本行有權執行任何付款及要求客戶及（倘適用）網絡銀行指定使用人士按本行所訂明之貨幣進行付款。倘需要將一種貨幣兌換為另一種貨幣，須按本行在當時有關外匯市場之當時匯率而釐訂之匯率進行，有關匯率對客戶及網絡銀行指定使用人士而言，均屬確定無疑，並具有約束力。

6. FEES 費用

- 6.1 In relation to the use and/or termination of the Services, the Bank reserves the right to charge and to revise such fees. The Bank shall determine and give reasonable notice to the Client of the rate of any fee from time to time before they become effective which shall be binding on the Client if the Client continues to maintain or use the Services on or after the effective date. Fees may be collected from the Client in such manner and at such intervals as the Bank may specify. The Bank reserves the right to charge and to revise such fees. The Bank shall determine and give reasonable notice to the Client of the rate of any fee from time to time before they become effective which shall be binding on the Client if the Client continues to maintain or use the Services on or after the effective date. Fees may be collected from the Client in such manner and at such intervals as the Bank may specify.

本行保留可就使用及/或終止服務而收取費用及調整此等收費之權利。本行可隨時釐訂任何有關之收費，並於該等收費生效前向客戶發出合理通知。如客戶於生效日期或以後仍繼續使用本服務，此等收費即對客戶具有約束力。本行並將指定向客戶收取費用之方式及相隔期間。

7. UNDERTAKINGS, ACKNOWLEDGEMENTS, AND RESPONSIBILITIES OF THE CLIENT 客戶之承諾、確認及責任

- 7.1 For the purposes of providing the Services, the Client and the Authorized Internet Banking User (where applicable) shall provide such information as the Bank may from time to time reasonably request.

客戶及（倘適用）網絡銀行指定使用人士須提供本行為提供服務即時而合理地要求之資料。

- 7.2 The Client and the Authorized Internet Banking User (where applicable) authorize the Bank to disclose and transfer information relating to the Client, the Authorized Internet Banking User, their respective accounts and/or the

transactions executed by the Bank on behalf of the Client and/or the Authorized Internet Banking User to such person(s) as the Bank may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which the Bank executes such transactions or any exchange, government or regulatory authority in such jurisdiction.

客戶及（倘適用）網絡銀行指定使用人士授權本行可根據本行執行交易所在之任何司法管轄區之任何法律、規則或規例，或該等司法管轄區之任何交易所、政府或監管機構之要求（不論是否在法律強制下），將有關客戶、網絡銀行指定使用人士、彼等之帳戶及/或本行代客戶及/或網絡銀行指定使用人士執行之交易之一切資料，披露及轉移予任何人士。

7.3 The Client and the Authorized Internet Banking User (where applicable) acknowledge that it is their responsibility to determine independently market prices and rates for trading purposes through their usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect them under all applicable laws.

客戶及（倘適用）網絡銀行指定使用人士確認有責任自行透過其慣常之買賣管道，獨立決定買賣之市價及利率或匯率；並有責任在依賴任何資料及/或報告或據此行事前，自行予以核證。彼等亦有責任就使用本服務、資料及報告、本章則及進行之任何買賣交易在所有適用法律下對客戶可能產生之影響，尋求法律、稅務及其他方面的獨立專業意見。

7.4 The Client and the Authorized Internet Banking User (where applicable) shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any software comprised in them.

客戶及（倘適用）網絡銀行指定使用人士不得或不可試圖解構、還原、翻譯、轉換、改編、改動、更改、添加、增添、刪改或以任何方式干擾或進入本服務之任何部份或任何互聯網站或電話系統及當中組成之任何軟體。

7.5 In addition to the other provisions in this Clause 7, in the case of a non-personal Client:-

在第7條之其他規定之上，倘屬非個人客戶：

(i) At the request of the Bank, the Client and the Authorized Internet Banking User shall execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Services and the performance, exercise and preservation of its obligations, powers and rights under these Terms and Conditions.

本行就提供本服務、履行、行使及保持本章則所述之責任、權力及權利，可要求客戶及網絡銀行指定使用人士簽署本行認為必須或適宜之任何表格及/或文件，提供任何資料及履行有關行為。

(ii) Subject to any daily limits or other restrictions which may be imposed by the Client and/or the Bank in using the Services, the Client acknowledges that the Authorized Internet Banking User may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). The Client authorizes the Bank to carry out all instructions in accordance with these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any instructions.

客戶確認，在客戶及/或本行所設定使用本服務之任何每日限額或其他限制之規限下，網絡銀行指定使用人士可發出指示，以其認為適當之任何方式操作任何及所有指定帳戶（包括但不限於自指定帳戶中提取及/或轉撥款項予其本身及/或任何其他人士，不論是否供其本身使用及為其利益）。客戶授權本行按照本章則執行所有指示，並確認本行並無責任核證任何指示是否恰當或正確。

(iii) Client is responsible for taking appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorized Internet Banking User and the Designated Accounts, and adopting proper safeguards against the Services being used by unauthorized persons or for unauthorized purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which the Authorized Internet Banking User may debit, withdraw or transfer from the Designated Accounts.

客戶有責任採取適當措施，隨時監察及控制成本服務之使用，委任及更改網絡銀行指定使用人士及指定帳戶，以及採取適當安全措施以防止本服務被未獲授權人士使用或被用作未經授權之用途，包括（但不限於）就網絡銀行指定使用人士可於指定帳戶扣除、提取或轉撥之款項設定每日最高限額或其他限制。

(iv) The Client, by designating any Designated Account, authorizes the Authorized Internet Banking User to operate singly such account by using the Services (but not by any other means), in each case irrespective of

any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this Clause 7.5(iv).

客戶可指定任何指定帳戶，授權網絡銀行指定使用人士透過使用本服務（而不得透過任何其他方式）單獨操作該等帳戶，不論現時就操作此等帳戶（包括任何交易限額）有任何適用之相反條文或協議。為避免疑慮，任何該等相反條文或協議應被視作修訂至可使本章第 7.5(iv)項條文具有效力。

- (v) The Client warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative action has been taken to authorize acceptance of these Terms and Conditions, performance of its obligations and use of the Services. The Client further warrants that such acceptance, performance and use shall not contravene or conflict with any provision of its constitutional documents.

客戶保證其擁有全部權力及權限以接納本章則及履行本章則所述之責任，亦保證已採取一切必須之公司或行政措施就接納本章則履行其責任及使用本服務作出授權。客戶進一步保證該等接納、履行及使用與其公司組織文件之任何規定並無抵觸或衝突。

8. INFORMATION AND INTELLECTUAL PROPERTY 資料及知識產權

- 8.1 The Client and the Authorized Internet Banking User (where applicable) acknowledge and agree that the Services, the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are trade secrets and confidential and proprietary property of the Bank.

客戶及（倘適用）網絡銀行指定使用人士承認及同意本服務、資料、報告及其形式、格式、模式或編製之方式、選擇、配置、展示及表達方式（統稱「**保密資料**」），均屬本行之商業秘密、機密及所有權財產。

- 8.2 The Client and, the Authorized Internet Banking User (where applicable), unless expressly permitted by these Terms and Conditions, shall not, and shall not attempt to:-

除本章則另有明文許可外，客戶及（倘適用）網絡銀行指定使用人士不得及不可試圖：

- (i) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice;
將保密資料上顯示之任何所有權標記，包括但不限於任何商標或版權通告移除、塗改、擦去、遷移或更改；
- (ii) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information; or
出售、轉讓、披露、轉達、出讓、批租、分租、分享、借出、分派、傳輸、廣播、電纜廣播、傳閱、下載、複製、複印，或在其他情況下以任何方式及任何方法向任何其他人士提供或發放任何保密資料，作商業用途；或
- (iii) Incorporate or combine the Confidential Information with any other program. 將保密資料與任何其他程式結合或合併。

- 8.3 The restrictions on disclosure shall not apply to any Confidential Information:-
以下之披露限制並不適用於任何保密資料：

- (i) where only after written consent to disclose has been given by the Client or the Authorized Internet Banking User to the Bank;
在客戶或網絡銀行指定使用人士向本行發出同意披露之書面通知後；
- (ii) where its disclosure is compelled by law but only to the extent required by law; or
法律強制規定之披露，惟只限於法律規定之範圍；或
- (iii) where the Bank has expressly agreed in writing to its disclosure.
本行已書面明確同意有關之披露。

- 8.4 The Client and, the Authorized Internet Banking User (where applicable) agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary

property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank. No right, title or interest other than the right to access the Services, the Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Client or the Authorized Internet Banking User. The Client and, where applicable, the Authorized Internet Banking User shall not make any representation or do any act which may be taken to indicate that the Client or the Authorized Internet Banking User has any such right, title or interest.

客戶及(倘適用)網絡銀行指定使用人士同意有關保密資料之一切權利、所有權及權益,以及任何及所有有關版權、專利權、商標、服務標記、所有權財產、商業秘密及專有作品,均屬本行之獨家財產。此等權利、所有權或權益(除根據本章則使用本服務、資料及報告外)均不得轉移或轉讓予客戶或網絡銀行指定使用人士。客戶及(倘適用)網絡銀行指定使用人士亦不得作出顯示其持有任何此等權利、所有權或權益之任何聲明或作為。

- 8.5 The information of the client will be out-sourced to the Bank's Information Technology Center in Taiwan for processing. The Bank will ensure safety measures of the Information Technology to comply with the rules of customer information confidentiality Center and have precaution measures for the protection of customer information confidentiality and completeness.

客戶資料將外判給本行於台灣的資訊部處理,本行將確保資訊中心備有安全管控措施,以確保能遵守客戶資料保密的規定,並設有防範措施保障客戶資料的機密及完整性。

9. **THE BANK'S LIABILITIES 本行之責任**

- 9.1 Reasonably practicable steps will be taken by the Bank to ensure that its systems in connection with the 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.

本行將根據適用於本行之任何法律、規則、規例、指引、通告、應用守則及現行市場習慣,採取合理可行之步驟,以確保與本服務有關之系統已裝置足夠之保安設施,並於系統運作時,對有關風險予以監控。

- 9.2 None of the Bank or any member of the Bank Group warrants or represents that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Client and the Authorized Internet Banking User (where applicable).

本行或任何本行集團成員,概不保證或聲明本服務、資料及報告不含有任何對客戶及(倘適用)網絡銀行指定使用人士之硬件、軟件或設備造成不利影響之病毒或其他破壞性程式。

- 9.3 Unless Clause 10.2 applies or due to the gross negligence or willful default of the Bank, any member of the Bank Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the Bank Group assumes any liability or responsibility to the Client or any other person for the consequences arising from or in connection with:-

除非第 10.2 項條文適用,或由於本行、任何本行集團成員、其各自之職員或僱員之嚴重疏忽或故意失責所引致(有關之賠償僅限由此直接引致之合理可預見損失及損害(如有),或有關之交易金額(以較低者為準)),本行或任何本行集團成員概不會就由以下所引致之後果,而向客戶或任何其他人士承擔任何法律責任:

- (i) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law);

在提供本服務、傳送與本服務有關之指示或資料或與互聯網網站連線時因任何行為、遺漏或本行所能合理控制範圍以外之情況,包括但不限於通訊網絡失靈、提供服務之第三者之作為或不作為、機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何法律、規則、守則、指令、監管指引或政府命令(不論是否具法律效力)而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障;

- (ii) transmission and/or storage of any information and/or data relating to the Client, the Authorized Internet Banking User, the Services and/or transactions or dealings conducted by the Client and/or the Authorized Internet Banking User pursuant to the Services through or in any system, equipment or instrument of any communication network provider; and

透過任何通訊網絡供應商之系統、設備或儀器傳送及/或儲存任何與客戶、網絡銀行指定使用人士、本服務及/或客戶及/或網絡銀行指定使用人士依據本服務進行買賣交易有關之資料及/或數據;及

- (iii) use the Services and/or access to any information as a result of such use by the Client (or, in the case of a non-personal Client, the Authorized Internet Banking User) or any other person whether or not authorized.
由客戶（或倘屬非個人客戶，則網絡銀行指定使用人士）或不論是否獲授權之人士使用本服務及/或取得任何資料。

9.4 In no event shall the Bank or any member of the Bank Group be liable to the Client, the Authorized Internet Banking User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

在任何情況下，本行或任何本行集團成員，概毋須對客戶、網絡銀行指定使用人士或任何其他人士，就任何偶發性、間接、特殊或相應損害負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。

10. **THE CLIENT'S LIABILITIES 客戶之責任**

10.1 The Client and, the Authorized Internet Banking User (where applicable), unless Clause 10.2 applies, shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any Information or Report or any other information as a result of such use by the Client, the Authorized Internet Banking User or any other person whether or not authorized.

除非第 10.2 項條文適用，否則因客戶、網絡銀行指定使用人士或任何其他人士（不論是否獲得授權）使用本服務，及/或因使用本服務取得任何資料或報告或任何其他資料而引致之後果，概由客戶及（倘適用）網絡銀行指定使用人士全部承擔。

10.2 If in the Bank's reasonable opinion and subject to Clause 4.5, there is no negligence, fraud or fault on the part of the Client and, where applicable, the Authorized Internet Banking User, the Client and the Authorized Internet Banking User shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Services as a result of:-

根據第 4.5 項條文之限制，及本行合理地認為客戶及（倘適用）網絡銀行指定使用人士並無疏忽、欺詐或錯失，則客戶及網絡銀行指定使用人士毋須就下述原因引致本服務被未經授權交易而產生損失或資金錯置負責：

- (i) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9.1;
若本行採納第 9.1 項條文之風險監控措施而能避免之電腦罪行；
- (ii) the Bank's human or system error; or
本行之人為或系統失誤；或
- (iii) a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, the Bank's officers or employees.
因本行、本行之職員或僱員嚴重疏忽而導致之未有或錯誤付款。

10.3 The Client shall, and in the case of a non-personal Client, the Authorized Internet Banking User shall jointly and severally, indemnify the Bank, any member of the Bank Group, and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or willful default of the Bank, any member of the Bank Group, or their respective officers or employees or unless Clause 10.2 applies.

除非第 10.2 項條文適用，或由於本行、任何本行集團成員及其各自之職員或僱員之嚴重疏忽或故意失責所引致，否則客戶須承擔（及倘屬非個人客戶，則客戶及網絡銀行指定使用人士須共同及個別承擔）賠償本行、任何本行集團成員及其各自職員及僱員因提供服務、資料及/或報告，或行使或維持本行在本章則下賦予之權力及權利所招致之任何法律行動或訴訟，而承受之一切法律責任、索償、要求、損失、損害賠償、訟費、任何形式之費用及開支（包括但不限於按全數補償基準支付之法律費用）。

11. **AMENDMENTS 修訂**

11.1 These Terms and Conditions may be revised and/or additional terms and conditions introduced by the Bank at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Client. The notice of which may be given by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Client and, where applicable, the Authorized Internet Banking User if they continue to maintain or use the Services on or after the

effective date of variation. Where the a non-personal Client is requested by the Bank to confirm acceptance of any revision and/or addition to these Terms and Conditions, the Bank is authorized and instructed by the Client to accept the confirmation given by the Authorized Internet Banking User on behalf of the Client and the Client shall be bound accordingly.

本行可隨時修訂本章則及/或加入額外條文。本章則之任何修訂及/或增補在本行向客戶發出合理通知，而有關通知可在互聯網網站發佈，或按照本行認為合適之方式展示、公告或刊登即生效力。倘客戶及（倘適用）網絡銀行指定使用人士在修訂生效當日或之後繼續維持或使用本服務，則有關修訂將對彼等具有約束力。若本行要求客戶確認接受本章則之任何修訂及/或加入之額外條文，客戶授權及指示本行可接受網絡銀行指定使用人士代表客戶確認接受有關之修訂，而客戶亦須因此而受到約束。

12. TERMINATION AND VARIATION 修訂與終止

12.1 Without giving notice or reason, the Bank may at any time suspend or terminate all or any of the Services or their use by the Client and, where applicable, the Authorized Internet Banking User.

本行可隨時暫停或終止所有或任何服務或客戶及（倘適用）網絡銀行指定使用人士之使用權，而毋須給予通知或理由。

12.2 By giving to the Bank not less than five business days' prior written application, the Client may terminate the use of the Services.

若客戶欲終止使用本服務，須於五個營業日之前向本行提出書面申請。

12.3 All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services shall remain in full force and effect after suspension or termination including, without limitation, Clauses 4, 7, 8, 9 and 10. Notwithstanding such suspension or termination, the Client and, where applicable, the Authorized Internet Banking User shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

為使本章則之所有規定之涵義有效，本章則之所有條款在暫停或終止本服務及/或使用本服務時仍然有效，並且於有關之暫停或終止後仍具十足效力及作用，包括但不限於第4、7、8、9及10條條文。儘管有此等暫停或終止，只要本章則仍與客戶及（倘適用）網絡銀行指定使用人士仍須履行之任何義務或法律責任有關，客戶及（倘適用）網絡銀行指定使用人士將仍須繼續受本章則約束。

13. COMMUNICATION 通訊

13.1 The Bank shall be entitled to prescribe the form of notice (whether written or any other form) and the mode of communication from time to time with respect to each type of notice to be given pursuant to these Terms and Conditions.

本行可隨時根據本章則就發出各類通知訂明其通知之形式（不論為書面通知或其他方式）及通訊模式。

13.2 Communications delivered personally, sent by post, facsimile transmission, telex or e-mail shall be deemed to have been received by the Client (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Client to the Bank, (where sent by post) 48 hours after posting if such address is in Hong Kong and seven days after posting if such address is outside Hong Kong or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Client to the Bank. Communications sent by the Client to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

凡由專人交付、以郵遞、傳真、電傳或電郵發送之通訊，在以專人交付客戶（專人送遞）時，或留交於客戶最新向本行以書面通知之地址，即視為已送達；如以郵遞寄發，如地址位於香港境內者，則於投遞48小時後視為已送達；如地址位於香港境外者，則於投遞七日後視為已送達；又或以傳真、電傳或電郵方式送遞，則在發送至客戶最新通知本行之傳真或電傳號碼或電郵地址後即視為已送達。由客戶向本行發出之所有通訊，須在本行實際收到時方視為送達。

14. WAIVER 豁免

14.1 The Bank's act, delay or omission shall not affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

本行於行使本章則賦予之權利、權力及補償權時之任何作為、延遲或遺漏，均不得影響其後或進一步行使該項權利、權力或補償權。本章則賦予之權利及補救措施可予累積行使，及不會與法律規定之任何權利及補救措施排斥。

15. SEVERABILITY 條文之獨立性

- 15.1 Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
本章則之各項條文均為獨立及可予分割，如在任何時間，上述任何一項或以上之條文根據任何司法管轄區之法律在任何方面屬無效或不可強制執行，其餘條文之有效性、合法性及可強制執行性，在任何方面均不得受到影響或損害。

16. MISCELLANEOUS 其他事項

- 16.1 Where the Designated Account in question is a joint account, references in these Terms and Conditions to "Client" shall be deemed to mean all and each of the joint account holders. All the Clients shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services.
若有關指定帳戶為聯名帳戶，本章則所述之「客戶」，乃指所有及每一聯名帳戶持有人。所有客戶均受本章則約束，並就使用本服務進行之買賣交易承擔共同及個別責任。
- 16.2 The Bank may appoint any person as its agent (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Client to the Bank and the Client shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.
本行可委任任何人士為代理（包括任何債務追討代理或律師）以追討客戶所欠付本行之任何或所有債項，而客戶須承擔本行因此而合理產生之所有合理費用及開支。
- 16.3 The Client and, where applicable, the Authorized Internet Banking User acknowledge and agree that all personal data relating to them may be used and disclosed for such purposes and to such persons accordance with the Bank's general policies on use and disclosure personal data as set out in statements, circulars, notices or terms and conditions.
客戶及（倘適用）網絡銀行指定使用人士承認及同意，本行可按照聲明、通告、通知或章則所載本行就個人資料使用及披露之一般政策，向任何人士披露有關彼等之所有個人資料作有關政策所述之用途。

17. GOVERNING LAW AND JURISDICTION 管轄法律及司法管轄權

- 17.1 The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong.
本服務及本章則均受香港法律管轄，並須按其詮釋。
- 17.2 Each of the Bank, the Client and, where applicable, the Authorized Internet Banking User submits to the non-exclusive jurisdiction of the Courts of the Hong Kong but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.
本行、客戶及（倘適用）網絡銀行指定使用人士均同意接受香港法院行使非專屬司法管轄權，惟本章則亦可在任何擁有司法管轄權之法院強制執行。

18. GOVERNING VERSION 適用文本

- 18.1 Where there is a discrepancy between the English version and the Chinese version, the English version of these Terms and Conditions shall prevail.
本章則之英文本與中文譯本文義如有歧異，概以英文本為準。

SCHEDULE 附表**Circular on the Personal Data (Privacy) Ordinance (the “Ordinance”)
關於《個人資料（私隱）條例》（「《條例》」）**

1. From time to time, it is necessary for clients and various other individuals (including but not limited to applicants for banking/financial services and facilities, sureties and persons providing security or guarantee for banking facilities, shareholders, directors, officers and managers of corporate clients, and other contractual counterparties) (collectively, “Data Subjects”) to supply Taiwan Business Bank, Hong Kong Branch (the “Bank”) with data in connection with the opening or continuation of accounts, the establishment or continuation of banking facilities or provision of banking, financial and other services by the Bank, or the provision of supplies or services to the Bank and the Bank’s clients.

客戶及其他個人(包括但不限於銀行/金融服務及授信申請人、擔保人及為銀行授信提供擔保或保證的人仕、企業客戶的要員、經理、股東及董事、及其他訂約方)(統稱「資料當事人」)在開立或維持帳戶、設立或延續銀行授信或要求臺灣中小企業銀行股份有限公司，香港分行(下稱「本行」)提供銀行、金融或其它服務、或向本行及本行客戶提供物資及其它服務時，需要向本行提供有關的資料。

2. Failure to supply such data may result in the Bank being unable to open or continue accounts, establish or continue banking facilities, provide banking, financial and other services or accept or continue the provision of supplies or services to the Bank and the Bank’s clients.

如未能提供該等資料，可能會使本行無法開立或維持帳戶、提供或延續銀行授信、提供銀行、金融或其它服務，或使本行無法接受或繼續向本行及本行客戶提供物資及其它服務。

3. Data are collected from Data Subjects in the ordinary course of the continuation of the Bank’s relationships with the Data Subject, for example, when the Data Subjects write cheques, deposit money, apply for credit, or give instructions or gain access to or otherwise use the Bank’s services.

在本行與資料當事人進行日常業務往來的過程中，本行亦會蒐集資料當事人的資料，例如：當資料當事人發出支票、存款、申請信貸、提供指示、或取用或在其它方面使用本行服務。

4. Data relating to a Data Subject may be used for the following purposes:

資料當事人的資料可能會被用作下列用途：

- 4.1 the daily provision or operation of banking, financial and/or other services/facilities provided by or to the Bank or the Bank’s clients (including but not limited to the provision of credit card, charge card facilities and services provided via the internet);

由銀行提供或向銀行或其客戶提供的日常銀行、金融、及/或其它服務/授信或其運作(包括但不限於提供信用卡、扣帳卡服務及透過互聯網提供的服務)；

- 4.2 the provision of relevant data to any credit reference agency;

向信貸資料服務機構提供相關資料；

- 4.3 in relation to the provision of banker’s references about the Data Subject to other financial institutions or other persons;

向其它金融機構或其他人士提供資料當事人的銀行資信證明；

- 4.4 the processing of banking, financial and/or other services/facilities’ applications;

處理銀行、金融、及/或其它服務/授信的申請；

- 4.5 in connection with the conducting of credit and other status checks with any credit reference agency, credit enquiry agency or other persons (including, without limitation, upon an application for any credit facility or upon periodic or special review or renewal of such facility, which will normally take place at least once each year) and collecting debts;

向信貸資料服務機構、信貸查詢機構或其他人士進行借貸及其它狀態審查(包括但不限於申請授信或就該授信進行定期或特別審查或續期，該審查或續期通常最少每年進行一次)及追收債務；

- 4.6 ensuring Data Subjects’ ongoing creditworthiness;

確保資料當事人維持良好信譽；

- 4.7 creating and maintaining the Bank's credit and risk related scoring models;
建立及維持與本行信貸及風險相關的計分模型；
- 4.8 assisting other financial institutions to conduct credit checks and collect debts;
協助其它金融機構進行信貸審查及追收債務；
- 4.9 providing status reports on the Data Subject or the accounts of the Data Subject when so requested by any other bank, financial institution or recognized credit reference agency or credit enquiry agency;
在任何其它銀行、金融機構、認可信貸資料服務機構或信貸查詢機構要求下，向其提供資料當事人或其帳戶的狀況報告；
- 4.10 researching and designing banking, financial, investment and insurance services or related products of the Bank for use of the Data Subjects;
研究及設計本行的銀行、金融、投資及保險服務或有關產品，以供資料當事人使用；
- 4.11 marketing services, products and other subjects (please see further details in paragraph 6 below);
推廣服務、產品及其他標的（詳情請參閱以下第六段）；
- 4.12 determining amounts owed to or by Data Subjects;
確定對資料當事人應付的金額或向其應收的金額；
- 4.13 performing treasury functions;
履行財資管理職能；
- 4.14 the enforcement of obligations of Data Subjects, including but not limited to collection of amounts outstanding from Data Subjects and those providing security, guarantees or other credit support for the Data Subjects' obligations (such persons referred to collectively as "**Credit Support Providers**");
強制資料當事人履行其義務，包括但不限於向資料當事人追收欠債及向任何為資料當事人的債務提供抵押、擔保或其它信用支持的人士（統稱為「**信用支持提供者**」）追收欠款；
- 4.15 enabling an actual or proposed successor of the Bank or any of its holding companies, subsidiaries, associates and/or any of their branches, offices or units (whether within or outside the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**")) (collectively, the "**Bank Group**", and each, the "**Bank Group Member**") or an actual or proposed assignee, transferee, participant or sub-participant of the Bank's rights and/or obligations in respect of the Data Subject (including without limitation an actual or proposed taker of a charge, assignment or other security or collateral over any of the Bank's rights in respect of the Data Subject) or an actual or proposed purchaser of all or any part of the Bank's business or its shares to evaluate the transaction intended to be the subject of such succession, assignment, transfer, participation, sub-participation or purchase (including without limitation any security or collateral arrangement);
幫助本行或本行的任何控股公司、子公司、關聯公司和/或它們的任何分行、辦事處或單位（不論是否位於中華人民共和國香港特別行政區（「**香港**」））（統稱為「**本集團**」，每一方稱為「**本集團成員**」）的實際或擬承繼人、或本行對資料當事人的權利及/或義務的實際或擬受讓人、承讓人、參與人或附屬參與人（包括但不限於實際或擬押記權人、實際或擬受讓人、或在本行對資料當事人的權利的其它擔保或抵押物的實際或擬接受方），或實際或建議購買本行全部或任何部分業務或股權的人士，就該繼任、轉讓、轉移、參與、附屬參與或購買（包括但不限於任何擔保或抵押物安排）下的交易進行評估；
- 4.16 purposes within the ordinary course of banking business, including but not limited to provision of administrative and data processing services to the Bank;
銀行的日常業務用途，包括但不限於為本行提供行政及資料處理服務；

4.17 complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Bank or any Bank Group Member or that it is expected to comply according to:

履行根據下列適用於本行或任何其他本集團成員或本行或任何其他本集團成員被期望遵守的就披露及使用資料的義務、規定或安排：

- (i) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
- (ii) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
- (iii) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Bank or any Bank Group Member by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
本行或任何其他本集團成員因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；

4.18 complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

遵守本集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於本行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；

4.19 purposes specifically provided for in any particular service or facility offered by the Bank; and

本行在提供任何特定服務或設施的用途；及

4.20 purposes relating to any of the above and the Bank may carry out “matching procedures” (as such expression is defined in the Ordinance) (whether or not with a view to taking any adverse action against the Data Subject) or data comparison in respect of all or any of such purposes.

與上述任何事項有關的用途及本行可就所有或任何該等用途進行「核對程序」(按《條例》的定義) (不論是否對資料當事人採取任何不利行動) 或就任何或全部該等用途進行資料比較。

5. Data held by the Bank in relation to a Data Subject will be kept confidential but the Bank may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:

本行將對所持有的資料當事人的資料保密，但本行可能會因上述第四段所列出的任何用途將該等資料提供予下列人士 (不論其是否位於香港)：

- 5.1 any other Bank Group Member;
任何其他本集團成員；
- 5.2 any person to whom the Bank or any Bank Group Member is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any Bank Group Member, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any Bank Group Member are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any Bank Group Member with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
本行或任何其他本集團成員根據對本行或任何其他本集團成員具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或任何其他本集團成員遵守的任何指引或指導，或根據本行或任何其他本集團成員向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
- 5.3 the Bank's professional advisors (including without limitation its auditors and legal advisors);
本行的專業顧問（包括但不限於其稽核人員及法律顧問）；
- 5.4 any agent, contractor, service provider or person (whether or not such person is a Bank Group Member) who provides administrative, data processing, telecommunications, computer, payment, securities clearing or other services to the Bank (including without limitation any credit reference agency, rating agency, insurer or insurance broker, direct or indirect provider of credit protection and, in the event of default, any debt collection agency) in connection with the operation of its business, whether in or outside Hong Kong for the purposes of such services;
任何向本行提供與其業務運作有關的行政、數據處理、電訊、電腦、付款、證券結算或其它服務(不論該服務是否於香港提供)的代理人、承包商或服務供應商或人士(不論其是否本集團成員)（包括但不限於信貸資料服務機構、評級機構、保險商或保險經紀、直接或間接的信用保障提供者及，在發生違約事件時，任何債務催收公司）；
- 5.5 any other person including a Bank Group Member which has undertaken to keep such information confidential;
已承諾就該些信息保密的包括本集團成員在內的任何其他人士；
- 5.6 any nominee, trustee, co-trustee, centralized securities depository, registrar, custodian, brokers or dealers or other persons who are involved in, and for the purposes of, the provision of banking services or products to the Data Subject;
參與並為了向資料當事人提供銀行服務或產品的任何代名人、受託人、共同受託人、中央證券存管處、註冊處、保管人、經紀、交易商或其他人士；
- 5.7 any financial institution with which the Data Subject has or proposes to have dealings;
資料當事人曾經或將會與其有交易往來的任何金融機構；
- (i) any actual or proposed successor of the Bank or any other Bank Group Member;
本行或任何其他本集團成員的任何實際或擬繼承人；
- (ii) third party financial institutions, insurers, credit card companies, securities and investment services providers;
第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；

- (iii) third party reward, loyalty, co-branding and privileges programme providers;
第三方獎賞、客戶或會員、合作品牌及優惠計畫供應商；
- (iv) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
本行及本集團成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；
- (v) charitable or non-profit making organisations; and
慈善或非牟利機構；及
- (vi) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4.11 above.
就以上第 4.11 條列明的用途而被本行任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。

Such information may be transferred to a place outside Hong Kong.
該等資料可能被轉移至香港境外。

- 5.9 any actual or proposed assignee, participant, sub-participant or transferee of the Bank's rights in respect of the Data Subject including, without limitation, any actual or proposal security/collateral taker as referred to in paragraph 4.15 above, the Hong Kong Mortgage Corporation ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangements with HKMC in respect of the sale of mortgages or other security by the Bank or any purchaser of all or any part of the Bank's business or its shares as referred to in paragraph 4.15 above;
任何本行對資料當事人的權利的實際或擬受讓人、參與人、附屬參與人或承讓人，包括但並不限於上述第 4.15 條提及的擔保/抵押物的實際或擬持有人、香港按揭證券有限公司（「香港按揭公司」）或其他依據與香港按揭公司就本行出售按揭或其它抵押品訂立的合約安排而有需要或有必要的人士，或任何跟據上述第 4.15 條提及的購買本行全部或任何部分業務或股份權益的人士；
- 5.10 any person to the extent required for purposes of any litigation, arbitration, investigative or regulatory proceedings or procedure in Hong Kong or elsewhere;
香港或其它地方的訴訟、仲裁、調查、規管程序或步驟的範圍內所要求的任何人士；
- 5.11 banks of drawers of cheques made payable to Data Subjects in order to confirm to such drawers payment to the Data Subjects under such cheques;
支付予資料當事人支票的出票人的銀行，以向出票人確認該支票支付予資料當事人；
- 5.12 any person who requests the Bank to provide references with respect to the Data Subject upon producing proof of the Data Subject's prescribed consent; and
任何持有資料當事人同意的證明，要求本行提供有關資料當事人資料的人士；及
- 5.13 any other person with the Data Subject's express written consent.
任何其他得到資料當事人書面同意的人士。
6. The Bank intends to use data of a Data Subject in direct marketing and the Bank requires the consent of a Data Subject (which includes an indication of no objection) for that purpose. In this connection, please note that:
本行擬把資料當事人資料用於直接促銷，而本行為該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：
- 6.1 the Bank may use the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a Data Subject held by the Bank from time to time in direct marketing;

本行可能把本行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行爲、財務背景及人口統計數據用於直接促銷；

6.2 the following classes of services, products and subjects may be marketed:

可用作促銷下列類別的服務、產品及促銷標的：

- (i) financial, insurance, credit card, banking and related services and products;
財務、保險、信用卡、銀行及相關服務及產品；
- (ii) reward, loyalty or privileges programmes and related services and products;
獎賞、客戶或會員或優惠計劃及相關服務及產品；
- (iii) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
本行合作品牌夥伴提供之服務及產品（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
- (iv) donations and contributions for charitable and/or non-profit making purposes;
為慈善及/或非牟利用途的捐款及捐贈；

6.3 the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:

上述服務、產品及促銷標的可能由本行及/或下列各方提供或（就捐款及捐贈而言）徵求：

- (i) the Bank Group Members;
本集團成員；
- (ii) third party financial institutions, insurers, credit card companies, securities and investment services providers;
第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
- (iii) third party reward, loyalty, co-branding or privileges programme providers;
第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
- (iv) co-branding partners of the Bank and the Bank Group Members (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
本行及本集團成員之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明）；及
- (v) charitable or non-profit making organisations;
慈善或非牟利機構；

6.4 Apart from marketing the above services, products and subjects itself, the Bank also intends to provide the data as set out in paragraph 6.1 above to all or any of the persons described in paragraph 6.3 above for use by them in marketing those services, products and subjects, and the Bank requires the Data Subject's written consent (which includes an indication of no objection) for that purpose.

除由本行促銷上述服務、產品及促銷標的以外，本行亦擬將以上第 6.1 段所述的資料提供予以上第 6.3 段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而本行爲此用途須獲得資料當事人書面同意（包括表示不反對）。

6.5 According to paragraph 6.4 above, the Bank may receive money or other property in return for providing the data to the other persons and, when requesting the Data Subject's consent or no objection as described in paragraph 6.4 above, the Bank will inform the Data Subject if it will receive any money or other property in return for providing the data to the other persons.

本行可能因如以上第 6.4 段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如本行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本行會於以上第

6.4 段所述徵求資料當事人同意或不反對時如是通知資料當事人。

6.6 If a Data Subject does not wish the Bank to use or provide to other persons his data for use in direct marketing as described above, the Data Subject may notify the Bank to exercise his opt-out right.

如資料當事人不希望本行如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本行行使其選擇權拒絕促銷。

7. Under and subject to the terms of the Ordinance, any individual has the right:

根據《條例》的條款，任何個人有權：

7.1 to check whether the Bank holds data about him/her and may request access to such data;
查詢本行是否持有其資料紀錄並查閱該等資料；

7.2 to request the Bank to correct any data relating to him/her which is inaccurate; and
要求本行更正任何有關其的不正確資料紀錄；及

7.3 to request the Bank to ascertain its data policies and practices and to be informed of the kind of personal data held by the Bank;
要求本行澄清本行的資料蒐集政策和常規，並向其提供本行所持有的其個人資料的類別；

8. Subject to the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.

根據《條例》的條文，本行有權就處理查詢個人資料紀錄的要求收取合理費用。

9. Data of a Data Subject may be used, processed, stored, disclosed or transferred in and to any country or territory as the Bank or any person who has obtained such data from the Bank (as referred to in paragraph 5) considers appropriate. Such data may also be disclosed in accordance with the local practices and the laws, regulations or guidelines (whether or not having the force of law), or court orders in such country or territory.

本行或任何按上述第 5 段所指自銀行處取得該等資料的人士可將資料當事人的資料在其認為合適的國家或地區使用、處理或保存、或向其認為合適的國家或地區披露或傳送。該等資料亦可按照當地常規及法律、規定或指引（不論是否具法律效力）或該國家或地區的法庭命令予以披露。

10. The person to whom requests for access to data or correction of data or for information regarding the Bank's policies and practices and kinds of data held are to be addressed as follows to:

任何有關查閱或改正資料，或索取本行關於資料政策及常規或所持有的資料種類的信息的要求，應向下列人士提出：

Head of Compliance Dept.

Taiwan Business Bank, **Ltd.** Hong Kong Branch

Suite 2705-9 27/F Tower 6

The Gateway, Harbour City

9 Canton Road

Tsimshatsui, Kowloon, Hong Kong

Telephone: [852] 29710111 ex. 351

Fax: [852] 25116791

法規遵行主管

臺灣中小企業銀行股份有限公司，香港分行

香港九龍尖沙咀廣東道 9 號

海港城港威大廈第 6 座 27 樓 2705-9 室

電話: [852] 29710111 ex. 351

傳真: [852] 25116791

11. Nothing in this Circular shall limit the rights of clients under the Ordinance.

本通告並未載有任何內容限制客戶根據《條例》可享有的任何權利。

12. If there is any conflict between the English and Chinese versions of this Circular, the English version shall prevail for all purposes.

本通告的中文本及英文本如有任何差異，概以英文本為準。