

華僑永亨銀行有限公司

所有戶口及相關服務之 條款及章則

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以下條款及章則(「本條款及章則」)適用於所有在華僑永亨銀行有限公司(「銀行」)開立之戶口(包括但不限於各個在銀行開立之任何儲蓄、往來、定期、投資或貸款戶口),及上述任何戶口的持有人或準持有人(統稱「客戶」)與銀行之間的關係和所有交易或往來(不論有關交易或往來是否與客戶所持有或將持有的帳戶有關)。

客戶在使用有關服務或進行交易前,應先行細閱及了解本條款及章則之內容。客戶於使用有關服務或進行交易時,除受指定銀行服務或融資之任何指定條款及章則所約束外,亦受本條款及章則所約束。

若本條款及章則與指定條款及章則存有歧異,概以指定條款及章則為準。

1. 定義及釋義

1.1 除上下文另有規定,在本條款及章則中:

“自動櫃員機”	指不論在香港以內及/或以外由銀行安裝及管理之自動櫃員機或其他自動提款機。
“自動櫃員機卡”	指由銀行發出,可使用能以港幣、人民幣或其他由銀行不時指定之貨幣結算的自動櫃員機及/或其他終端機之自動櫃員機卡。
“授權人士”	指獲客戶授權並按銀行規定之方式知會銀行,可(連同簽署樣本)向銀行發出指示之人士。
“銀行集團公司”	指銀行的任何直接或間接控股公司,銀行或有關控股公司的任何直接或間接子公司,或其任何關聯公司(即一家由任何前述者持有股權的公司),並須包括每家有關公司的繼承人和受讓人。
“營業日”	指銀行在香港作正常業務而開放予公眾人士之日子。
“準則”	指《證券及期貨事務監察委員會持牌人或註冊人操守準則》及其不時生效之修訂、變更及取代本。在本條款及章則內所有與銀行於準則下的義務相關之條文,僅涵蓋銀行於《證券及期貨條例》下從事受規管活動中所引申之適用義務。為免有任何疑問,於準則內適用於銀行的義務,概不包括銀行於準則第15段下獲豁免的任何準則要求。
“綜合結單”	指在綜合理財戶口或華僑永亨顯貴理財服務中被連繫之所有戶口(包括基本戶口和附屬戶口)之綜合結單。
“法團專業投資者”	指準則第15段所界定之法團專業投資者,而銀行對該法團專業投資者已遵循準則第15.3A段及第15.3B段,及該法團專業投資者已同意銀行獲豁免遵循於準則第15.4段及第15.5段內的要求。
“電子理財號碼”	指由銀行發給客戶,藉以識別客戶身份及使客戶能使用電子理財服務之號碼。
“電子理財服務”	指銀行酌情不時透過“電話理財”、“網上理財”、“流動理財”或其他電子理財渠道而向客戶提供之服務。
“政府機關”	指於香港境內或境外的任何政府、政府團體、政府機構或規管機構,包括香港稅務局及IRS。
“香港”	指中國香港特別行政區。
“香港指定商戶”	指與銀行擁有超過三年業務關係之香港機構,並從事(i)商業零售、(ii)餐飲、(iii)住宿、(iv)交通、(v)通訊、(vi)醫療、(vii)教育服務,或(viii)銀行不時釐定其他業務之機構(包括與銀行擁有少於三年業務關係但有實質證據證明有實際有關業務背景之機構),但不包括(i)貨幣找換店、提供房地產、股票等資本和金融項目交易服務的機構,(ii)經營博彩業務的商業機構,或(iii)銀行不時釐定之其他業務。
“機構專業投資者”	指準則第15段所界定之機構專業投資者。
“綜合理財戶口或華僑永亨顯貴理財服務”	指根據本條款及章則,客戶可透過該等戶口或服務將其主要戶口與附屬戶口加以連繫,而銀行將提供一張綜合結單供客戶參考。
“網上理財”	指銀行向客戶所提供之電子理財服務之一,客戶能透過互聯網使用銀行所不時指定之一系列銀行資訊及其他服務。
“IRS”	指美國國家稅務局(Internal Revenue Services)。
“流動理財”	指銀行向客戶所提供之電子理財服務之一,客戶(為個人)能透過流動網絡平台使用一系列理財資訊及其他服務(以銀行不時指定及提供為準)。
“其他終端機”	指銀行不時宣佈由其他銀行、商號、公司或機構等在香港以內及/或以外所安裝及管理的任何其他自動櫃員機、自動提款機、裝置或終端機等(包括但不限於銷售終端機)。
“密碼”	指由銀行發出或由客戶自訂(視情況而定),用作使用任何電子理財服務及/或執行客戶經電子理財服務給予銀行之指示之個人密碼。
“中國”	指中華人民共和國(不包括香港、澳門及台灣)。
“基本戶口”	指凡文意允許,下列任何一個或兩個戶口: (a) 指客戶在選用綜合理財戶口或華僑永亨顯貴理財服務時所指定之一個單一戶口或其中一附屬戶口,用作扣除服務費或提供資訊之用途。該主要戶口須為港幣儲蓄戶口、港幣往來戶口或港幣結單戶口。

(b) 指客戶在申請銀行電子理財服務時所指明，並以客戶之名義在銀行開立之港幣儲蓄戶口、港幣往來戶口或港幣結單戶口。

本條款及章則中任何「戶口」一詞的提述包括(凡文意允許)基本戶口及附屬戶口。

“人民幣”	指中國當時之法定貨幣。
“人民幣戶口”	指客戶在銀行開立、使用及持有之人民幣儲蓄戶口及人民幣定期戶口(不論是個人或香港指定商戶)。
“人民幣債券”	指中國金融機構根據有關法律在香港發行的人民幣有價債券，年期為一年或以上，並按議定支付本金及利息。
“人民幣指定商戶戶口”	指客戶(為香港指定商戶)在銀行開立、使用及持有之人民幣儲蓄戶口及人民幣定期戶口。
“人民幣個人戶口”	指客戶(為個人)在銀行開立、使用及持有之人民幣儲蓄戶口及人民幣定期戶口。
“服務”	指銀行按本條款及章則提供並有權隨時修訂之銀行及其他服務。
“服務收費”	指根據銀行現時訂明的銀行服務應付的費用及收費清單，該清單可應要求提供。
“附屬戶口”	指在綜合理財戶口或華僑永亨顯貴理財服務中被連繫之任何存款戶口、外幣掛鈎存款戶口、股票掛鈎存款戶口、投資戶口、黃金戶口、分期貸款戶口、信用卡戶口、貴賓卡戶口及貸款卡戶口。在綜合理財戶口或華僑永亨顯貴理財服務中被連繫各個附屬戶口之戶口持有人必須為同一組成份及身份，並須為基本戶口之同一身份。可容許具有同一戶口類別及貨幣一個以上附屬戶口。
“電話理財”	指銀行向客戶所提供之電子理財服務之一，使客戶能透過電話使用銀行不時指定之一系列銀行資訊及其他服務。
“美國”	指美利堅合眾國。

1.2 凡提述複數之名詞亦包括單數，反之亦然；表示某一性別名詞亦包括各性別；凡提述「人士」，應包括任何個人、商號、團體、公司、法團、政府、國家或國家機關，或任何組織、信託或合夥(不論有否獨立法人地位)或前文所述兩項或多於兩項；凡提述「包括」一詞，應為包括但不限於。

1.3 詮釋本條款及章則時毋須理會條文標題，但所有附件則屬本條款及章則之整體部份及除上下文另有規定，「本條款及章則」應作相應解釋。

1.4 若任何或部份條文在任何方面是或變得違法、失效或不可強制執行，則其餘條文或該條文的其餘部份的合法性、有效性或可強制執行性將不受影響。

2. 服務範圍

2.1 所有服務須受本條款及章則以及任何主管機關、政府機構、交易所或團體頒發之任何適用法律、規則、規例或頒令、指引、通告、限制、要求或建議(不論是否擁有法律效力)所規限。銀行可隨時及不時全權酌情決定拒絕為客戶執行任何指示(或其任何部份)而毋須闡明拒絕理由及毋須負上任何責任。銀行保留訂明任何章則之權利，據此提供任何服務或接納任何指示或拒絕提供任何服務或執行任何指示，以確保遵照任何此等適用法律、規則、規例、頒令、指引、通告、限制、要求或建議。

2.2 客戶可透過指示要求銀行提供服務，銀行則有權不時訂明客戶可透過何種銀行認為合適之方式或渠道而取得該等服務。為免生疑問，本條款及章則內有關要求客戶作出指示之規定，表示銀行獲授權執行授權人之指示，並視該指示由客戶個人所作出。客戶承認銀行並無責任查證客戶使用有關服務及進行交易之目的。

2.3 假如銀行向客戶招攬銷售或建議任何金融產品，該金融產品必須是銀行經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本條款及章則的其他條文或任何其他銀行可能要求客戶簽署的文件及銀行可能要求客戶作出的聲明概不會減損本第2.3條的效力。就本第2.3條而言，金融產品指證券及期貨條例所界定的任何證券、期貨合約或槓桿式外匯交易合約，而槓桿式外匯交易合約只適用於由獲得發牌經營第3類受規管活動牌照的人士所買賣的該等槓桿式外匯交易合約。任何被界定為機構專業投資者或法團專業投資者之客戶同意銀行於本第2.83條內前述之義務(包括不減損義務)並不適用於該等客戶；而就任何種類的金融產品所作出的任何指示、交易或投資，該等客戶將獨立且不依賴銀行作出自己的判斷和決定，而銀行並無義務按本第2.3條評估此類投資的合適性。第2.3條於2017年6月9日生效，並只應用於銀行於2017年6月9日或之後向客戶作出的任何投資產品招攬及/或建議。

2.4 (本第2.4條僅適用於機構專業投資者或法團專業投資者客戶。)客戶同意透過銀行進行投資時不依賴銀行或其任何附屬公司的任何溝通(無論是書面或口頭)作為投資意見或建議(除非銀行另有書面同意)，並明白銀行提供的任何資料或說明均不得(除非銀行另有書面同意)被視為其投資意見或建議。對於客戶透過銀行就任何種類的投資產品(包括上文第2.3條所述的金融產品)作出的任何指示、交易或投資，客戶將獨立而不依賴銀行作出自己的判斷和決定，而銀行並無義務評估此類投資的合適性。

2.5 當銀行為客戶就任何投資產品(包括上文第2.3條所述的金融產品)進行任何合適性評估時，該等評估將僅基於客戶向銀行提供的資料。銀行沒有義務考慮其實際並不知情的任何與客戶相關的資料。銀行並不會對因客戶提供任何虛假、不準確、誤導、不正確、不完整、過時或欺詐的資料或客戶作出失實陳述而造成的任何損失負責或承擔責任。

2.6 就銀行與客戶或代表客戶進行的任何投資交易而言，銀行不是作為客戶的投資或財務顧問，也不是以客戶的受託人身份行事。如客戶認為合適，客戶應自行尋求專業意見。銀行(i)沒有義務持續監控客戶在銀行持有的投資的表現，也(ii)沒有義務不向客戶持續提供任何投資建議意見，也(iii)沒有義務持續確保其向客戶招攬銷售或建議的投資產品仍然適合客戶。如有關客戶、該投資產品、該投資產品發行人或整體市場的情況有變，該投資產品或不再適合客戶。部分由銀行提供的資料和文件，屬銀行向客人廣泛分發而非專門針對個別客戶，及除非另有特別說明，否則此等資料和文件的編制並沒有考慮個別客戶的個人情況，而且不應被視為已按個別客戶的個人情況而編制。

3. 共通條款及章則

3.1 結單

銀行會按月或按銀行不時釐定定期寄出往來戶口或結單戶口或銀行指定其他戶口之結單或綜合理財戶口或華僑永亨顯貴理財服務之綜合結單予客戶。然而，倘該月份內該戶口無進支者，則不予寄發結單。客戶如在月底或正常之結單截數期後七天仍未接獲有關結單者，應通知銀行及要求補發副本。客戶必須核對由銀行發出各戶口之結單所載交易資料，以確保無誤。如發覺有任何遺漏、錯誤或賬目不符者，客戶須在收到該結單後之九十天內，以書面通知銀行，否則銀行將視該結單所載的賬目無誤及作為不可推翻證明。隨後，銀行將毋須負上任何責任，除非客戶能證明結單上載有(a)因偽造或欺詐行為所造成未經授權之交易，而銀行在處理此事時卻未有適度之謹慎及合理水平之技術及(b)因偽造或欺詐行為所造成未經授權之交易，而銀行、其代理、職員或僱員在處理此事時有錯失或疏忽，否則有關戶口之申索，銀行概不受理。

3.2 通訊

- (a) 客戶向銀行發出之任何通告或指示應於銀行實際收到後才生效。
- (b) 若註明由客戶按銀行所記錄其最後為人所知之地址、業務地點、註冊辦公室或電郵地址收件，銀行將寄達予客戶之任何通告、通信、批准確認或聲明應被視為已送達論。
- (c) 銀行面交之任何通告、通信、批准確認或聲明應被視為於傳遞時已送達。銀行以預付郵資函件寄達之任何通告、通信、批准確認或聲明應被視為於遞後兩天客戶已收取。銀行透過互聯網或其他電子途徑以電郵、傳真或其他方式寄達之任何通告、通信、批准確認或聲明應被視為於寄達時客戶已收取。

3.3 免責

除因銀行、其代理、職員或僱員之疏忽或過失及只限於直接及純粹由此而引致之直接及可合理地預見之損失及賠償(如有)之外，對於以下情況對客戶或第三者造成或引致之後果，銀行概不負責：—

- (a) 客戶或任何其他人士(不論獲授權與否)使用服務；
- (b) 於傳送指示或其他資料不論因何理由遇上任何干擾、中斷、延誤、損失、毀壞或其他故障或偏差；
- (c) 任何電訊公司、設備、器材或中介者傳送有關客戶的指示或資料予銀行或銀行之代理人或任何第三者時，或銀行或銀行之代理人或任何第三者傳送有關客戶之指示或資料予任何電訊公司、設備、器材或中介者時，將有關客戶之指示或資料洩漏；
- (d) 銀行因當時之市場情況以致不能辦理指示，及未能以要求之方式及時間辦理指示和/或；
- (e) 與服務有關之任何機械故障、電力中斷、操作故障、失靈、設備或裝置之不足、不可抗力、政府行為、水災、火災、動亂、罷工、戰爭或任何其他銀行不能合理控制之原因。

3.4 抵銷及留置權

- (a) 在附加於及不損害法律、衡平法、本條款及章則或銀行與客戶訂立之任何其他協議可能賦予銀行之任何其他抵押或一般留置權、抵銷權或類似權利的情況下，銀行對其現時或此後所管有作為妥善保管或其他用途之客戶的所有財產享有留置權，而銀行亦有權及特此獲授權(但並無責任)在法律許可的最廣範圍內，毋須通知客戶或其他任何人士而就客戶須向銀行履行或償付的責任或債務，按銀行絕對酌情權決定的方式及次序及該等責任或債務扣減、抵銷、撥用及運用(i)客戶在其或任何其他人士於銀行或與銀行有關連或聯繫之任何其他公司中享有實益權益的任何戶口中之任何結餘(不論是否須發出通知，不論到期與否，亦不論屬何種貨幣)；及(ii)銀行應付或尚欠客戶任何貨幣之任何其他款項；及(iii)銀行以其名義代表客戶於香港或其他地方的任何其他金融機構開立之戶口中之任何結餘，用以償還或清償客戶須向銀行履行或償付的責任及債務(不論實際的、未來的或是或有的)。在此條中，如任何戶口可根據任何透支安排被提款(即使戶口已被透支，但所透支金額依然少於透支安排的最高限額)，則該戶口須被當作有結餘處理，而上述結餘之金額，將等於透支安排依然可提供的金額。此外，在客戶之任何債務仍屬或有或未來性質，銀行將客戶任何賬戶結餘之任何一項或多項款項付給客戶之責任，在需要抵償此等債務之範圍內，須予以暫停，直至或有或未來事件發生為止。
- (b) 若屬聯名戶口，銀行可行使本條文規定之權利，將該聯名戶口中之任何信貸結餘用於清償該聯名戶口一名或以上持有人欠付予銀行之任何債項。
- (c) 銀行特此獲授權進行其認為行使任何抵銷權利所需之任何貨幣匯兌，而該等匯兌費用須由客戶承擔，並成為本條文下銀行抵銷權利之一部分。
- (d) 儘管客戶事前於所述任何戶口已發出支票或其他付款指令，倘銀行於行使上述權利時，該等支票或付款指令尚未兌現或支付，則銀行仍可行使上述權利。而銀行對因此而造成之任何損失或損害(包括由於銀行就任何債項或債務行使其抵銷權利引致所述任何戶口資金不足而未能兌現任何支票或其他付款指令所造成之任何損失或損害)，毋須承擔任何責任。
- (e) 客戶同意及確認，銀行根據本第3.4條的規定有權扣減、抵銷、撥用及運用以作償還或清償客戶須向銀行履行或償付的義務及責任，包括(i)任何喪失時效的義務及責任(不論是否因時效條例的條文所致)及(ii)因任何理由而變得不可強制執行的任何其他債務及責任。

3.5 聯名/合夥人戶口

- (a) 若戶口由兩個或多於兩個人士組成(如聯名戶口或合夥人戶口)：
 - (i) 除非文意另有所指，否則凡本條款及章則提述客戶，應詮釋為提述組成客戶的每位人士；
 - (ii) 每位有關人士須受本條款及章則約束，而本條款及章則的有關人士的責任，應屬共同及個別責任；
 - (iii) 除非客戶所開立戶口有關的授權有相反明確規定，否則銀行有權(但並無責任)按其中一個有關人士發出的指示(包括撤銷戶口授權或取消先前指示或支票的指示)行事，或另行與其中一個有關人士分開進行事務往還，毋須就有關指示或往還而向其他有關人士獲取確認，即使可能導致客戶的任何戶口透支或其任何透支上升亦然。在不局限前文所載的一般原則下，銀行有權：

- (1) 在戶口內支取任何一個有關人士所開出、接受或作出的任何支票、匯票、承付票或付款委託書；
 - (2) 應任何一個有關人士要求，以透支、貸款或以其他方式向客戶放款，不論有否抵押；
 - (3) 在任何一個有關人士發出指示下，以抵押或存放方式接受屬於客戶的任何物件作抵押或穩妥保管，並交還銀行基於客戶而如此接受或持有的任何物件；
 - (4) 應任何一個有關人士要求，為票據及承付票貼現；及
 - (5) 應任何一個有關人士要求，以客戶名義或組成客戶的人士聯名開立任何新戶口，而根據前文所載銀行作出的任何行動，應被視為按客戶要求或指示作出，並對客戶具約束力。此外，經任何一個有關人士核證正確並與戶口有關的交易確認書或銀行結單，應對所有有關人士具約束力。銀行可（但並無責任）接受作為存入戶口內任何支付給任何一個或多個有關人士的支票、銀行本票、付款委託書或任何款項；
- (iv) 銀行有權（但並無責任）可向各有關人士提供及／或披露與本條款及章程或客戶任何賬戶有關之任何文件（包括銀行結單、通知書、確認書、成交單據及所有信函）或事宜，而銀行將任何事宜通知有關人士其中一人，將視作已通知構成客戶之每位其他人士；及
- (v) 在不影響銀行針對任何有關人士所享有的權利及補償下，銀行可結清或變更任何有關人士的債務，或給予時間或其他寬容予任何有關人士。
- (b) 若客戶是合夥人：
- (i) 客戶任何戶口操作的授權，應維持有效及適用，即使客戶更改名稱、組合變動或改組（不論是否因組成客戶的任何人士身故、破產、退出，或基於任何其他原因或事件所致）；及
 - (ii) 客戶的有關協議、義務及責任，須對不時組成客戶的人士（包括（但不限於）不時以有關合夥人名義或有關合夥人不時延續業務的名義經營業務的人士）具約束力。
- (c) (i) 若以多於一個人士的名義開立戶口，有關戶口應為聯名戶口，而每位有關人士是為聯名戶口持有人。
- (ii) 若其中一名聯名戶口持有人身故，有關戶口應絕對屬於尚存人所有，惟不損害銀行在第3.15條的權利。若於其中一位戶口持有人身故後仍有超過一位尚存人，則有關戶口仍屬聯名戶口，直至上一句適用為止。
- (iii) 在其中一名聯名戶口持有人身故後，受制於銀行的任何申索、權利、留置權、押記、質押、抵銷或其他權利及不抵觸第3.15(a)條的情況下，聯名戶口持有人中尚存人授權銀行，將現時或此後記在聯名戶口貸項下的款項連同銀行基於穩妥保管、代收或與聯名戶口有關的任何目的而持有的任何物件，支付或交付予聯名戶口持有人中尚存人，或按有關尚存人指示處理。

3.6 修訂

客戶明確同意銀行可行使其絕對酌權決定不時及隨時在毋須得到客戶或任何第三方同意的情况下隨時取代、修訂及／或增刪現行本條款及章程內任何或所有條款，而該等新條款、新修訂及／或增刪之條款將被視為銀行通知後生效。銀行可於銀行大堂張貼通告（任何銀行可控制的費用及收費之變動或客戶之責任，通知期為三十天，倘若是任何其他變動，銀行訂明之合理通知期）、刊登廣告、郵寄通告往客戶最後在銀行登記之地址或業務地點或註冊辦公室、在銀行網站刊登通告或以銀行認為合適之其他方式給予通知。若於通告生效日期後，客戶繼續在銀行持有戶口，則有關條款將對客戶具約束力。

3.7 更改授權簽署人士或簽署樣本

客戶如需更改戶口授權簽署人士或簽署樣本，須填妥銀行所提供之文件及／或將董事會主席聯同秘書或一位公司董事簽署之董事會決議，盡快交予銀行。示明生效日期的新署樣本亦應一併交予銀行。在未獲得銀行之同意前不得使用新簽名。銀行保留權利要求客戶提供其認為需要或合適的進一步文件及資料及銀行有權不接納任何授權簽署人士或簽署樣本之更改直至銀行收到其要求客戶提供之文件及資料，並接受及認為滿意。直至銀行已將授權簽署人士或簽署樣本之更改更新於其檔案內，客戶同意銀行有權繼續（但毋責任）接受及按任何由現授權簽署人士發出或以現簽署樣本簽署之指示行事而毋須負上責任。

3.8 遺失蓋章或圖章

若客戶使用蓋章或圖章作為簽名，客戶須承擔該蓋章或圖章被未獲授權人士使用或用作未經許用途的風險。除非因銀行或其代理、人員或僱員的疏忽或故意違責所致，否則對於客戶的蓋章或圖章被未獲授權人士使用或被用作未經許用途而引致或有關的任何損失或損害，銀行毋須承擔責任。如有遺失操作戶口所使用的圖章或蓋章，客戶必須立即將遺失事宜以書面通知銀行。在收訖該書面通知前已支付的款項，銀行概不負責。

3.9 服務收費

銀行保留權利可酌情就客戶使用之戶口／服務收取服務費及／或其他費用，而倘按銀行之意見認為戶口屬不動戶、或經常存款短少、或在銀行待領戶口有結餘，亦可酌情收費，收費詳情已列於服務收費簡介。倘綜合理財戶口或華僑永亨顯貴理財服務之基本戶口結餘不足支付該服務費，所需款項將從客戶之總結餘中扣除。尚餘未清繳之服務費將累積計算，並於下一個收費日再從基本戶口中扣除，直至全數清繳為止。銀行亦保留權利可由基本戶口以外之任何附屬戶口中收回未清繳之服務費。

3.10 文件處理

銀行有酌權將戶口之有關客戶指示及其他文件微型菲林縮影／影像儲存後，隨時毀滅。

3.11 營業時間

銀行營業時間可隨時視乎業務之需要而延長、更改或作其他修訂。銀行於客戶開立或使用戶口之銀行大堂內展示有關海報或通告後，即可視作已書面通知客戶論。在延長或修訂銀行之營業時間內，一切交易及代客戶支付之支票，均與在正常營業時間內所處理者同樣有效。

3.12 收取應付款項

銀行有權聘請外間之收回債款機構收回客戶一切應付而未付之款項。客戶有責任付還銀行聘請外間之收回債款機構或其指定代理所涉及之一切合理收費及支出、以及銀行因追討欠款涉及之一切合理之律師費及開銷。

3.13 指示

(a) 於接收到銀行以其絕對酌情權要求之進一步文件後，銀行有權(但並無責任)根據其合理相信是客户或代表客戶發出(不論以電話、電郵、電傳、傳真傳送、信件或其他方式發出)與客戶任何戶口有關之一切指示(不論該指示事實上是否由客戶或代表客戶發出，而銀行並無責任核實發出指示人士之身分)行事，尤其與(但不限於)下列有關之指示：

- (aa) 提取、轉移、交付、處置或以其他方式處理銀行或其代理人不時持有(不論以抵押、妥善保管或其他方式持有)之客戶全部或任何款項、證券、貴重物品、文件或其他財產；
- (bb) 撤銷任何先前之指示，而客戶同意就銀行根據本條文行事而可能招致或蒙受之任何索償、責任、開支或損失而向銀行作出全數彌償(直接及純粹因銀行或其代理、職員、僱員(在其受僱工作期間作出)的疏忽或故意違責而引致的可合理地預見之直接損失或損害除外)。

但銀行保留權利，若其認為有合理原因，拒絕或延遲按照任何口頭指示行事。

(b) 銀行有權(但並無責任)要求客戶於銀行指定期間內以信件確認任何口頭、電話、電郵、電傳或傳真傳送之指示，若客戶並無按此確認指示，亦不會損害或局限銀行只根據該口頭、電郵、電傳或傳真傳送之指示而行之權利。任何口頭、電話、電郵、電傳或傳真傳送指示之任何書面確認，須清楚指出其乃確認先前發出之口頭、電話、電郵、電傳或傳真傳送指示。

(c) 任何指示，若銀行合理地相信是由或代表客戶發出，均屬有效並對客戶具約束力，而不論該指示事實上是否已獲授權。銀行並無責任監測客戶的授權人士或董事的作為及無須確保或核實指示或交易合乎客戶利益或屬該等人士授權範圍內(即使銀行得知該等授權或權力)，客戶同意銀行無須向客戶就銀行按照指示而產生的損失或損害負責。在不損害以上所述及銀行之任何其他權利的情況下，如銀行以其全權酌情相信，任何經由或代表(或看來是經由或代表)客戶發出之任何指示，可能並非由客戶授權作出，又或即使由客戶發出或授權，該指示或會令銀行蒙受任何(直接或間接的)索償、起訴、損失、開支、責任或損害，則銀行可拒絕執行指示，或於銀行收到銀行絕對酌情要求之確認及/或彌償後方會執行指示。在不局限上文之一般原則下，

- (i) 如客戶的指示有任何含糊或矛盾之處
- (ii) 如授權簽署人或董事(不論他們中每一位是否授權簽署人)的指示有任何衝突；或
- (iii) 當銀行得悉客戶，授權簽署人及/或董事之間有任何爭議

銀行有絕對權拒絕執行指示直至及除非銀行滿意該含糊、矛盾、衝突之處或爭議已被解決或根據所有戶口授權簽署人(不論該戶口只須單一或聯合授權簽署人)或所有董事發出的一致的指示行事，或在收到上述確認及/或彌償後方執行指示。在不損害條款3.14(a)之一般性原則下，銀行更可毋須向客戶給予理由，且由銀行決定是否向客戶發出通知，將任何銀行持有之委託視作已被暫停及暫停客戶所有或任何戶口之運作直至銀行認為合適之期間，而毋須負責任(直接或純粹因銀行或其代理、職員及僱員在其受僱期間作出的疏忽或故意違責而引致的可合理地預見之直接損失或損害除外)。

(d) 銀行無須給予任何理由及無須負上任何責任下可全權酌情決定拒絕接受及/或執行由任何人士或機構(包括但不限於授權書內之受權人)代表客戶(不論是現有或過去的客戶)發出(或據稱代表該客戶發出)之任何指示或要求，或於銀行滿意收到銀行絕對酌情要求之確認、文件或資料後方會執行指示或要求。

(e) 客戶同意，關於本條款及章則或客戶與銀行間任何交易之一切指示、傳送及通信(包括(但不限於)客戶向銀行傳送之指示，銀行將客戶指令傳送往執行地點或銀行發給客戶之執行指令報告之傳送等)之發送風險，概由客戶承擔。而對於因任何原因(不論是否因通訊設施故障、政府限制、暫停交易、戰爭、罷工、民間騷動或任何其他原因)引致傳送或交付有任何差誤、中斷、錯誤、延誤或完全不能傳送或交付，銀行概不承擔責任。

(f) 未經銀行同意，任何指示於銀行接納後不可撤銷或撤回。

(g) 銀行在其業務過程中可記錄銀行與客戶及/或授權人士之間任何電話對話。

3.14 暫停及終止服務

(a) 銀行可毋須向客戶給予理由，並由銀行決定是否向客戶發出通知，及無需負責任而隨時及按其絕對認為合適之方式暫停任何服務或結束任何戶口，包括但不限於銀行真誠地相信任何戶口(包括但不限於任何儲蓄、往來、定期、投資或貸款戶口)及/或任何透過或與銀行或任何與其服務有關的交易或往來，可能被用於與任何刑事/非法有關的活動，或任何該戶口、交易或往來可能直接或間接參與詐騙活動。

在不損前文所載的一般原則下，銀行亦有權行使前文所述的銀行權利，若銀行絕對酌情決定認為(i)客戶違反或沒有履行本條款及章則的任何義務；(ii)客戶違反本條款及章則的任何陳述或保證；(iii)維持或運作任何戶口或其任何部份，可能導致銀行須面對任何索償、起訴、損失、開支、責任或損害，不論直接或間接亦然；或(iv)在由於或基於針對客戶違反責任(包括受信或其他責任)的指稱，第三方對任何戶口或其任何部份申索權益或權利(不論有否證據證明)。

(b) 在不損害條款3.14(a)之一般性原則下，若銀行認為(i)客戶未能作出令人滿意之程度使用或保存戶口；或(ii)客戶違反或沒有履行本條款及章則之任何責任，構成客戶方面重大失責行為；或(iii)在持續六個月期間或銀行規定之較短期間，銀行之簿冊及紀錄顯示任何戶口之結餘為零，銀行絕對有權通知客戶結束其戶口而毋須提供任何理由。在特殊情況下，銀行可取消其戶口而無須事先發出通知。在寄出或由專人傳遞取消戶口通知書予客戶後，銀行對該戶口將不再負任何責任，且有權拒絕支付及隨後兌現該客戶所簽發之任何支票。倘因此而引起任何後果，一概由客戶自行負責。銀行根據本分條之規定將戶口結束後，得將該戶口結餘撥入待領款項結餘戶口，並根據銀行規定收手續費。客戶可於銀行營業時間內到來領回餘款。

(c) 就客戶因銀行或其代理、職員或僱員行使本條文下賦予銀行或其代理、職員僱員的任何權利而作出的任何作為、陳述(明確或隱含)或不作為而蒙受的任何損失及損害或所招致的債務，銀行毋須向客戶承擔任何責任(直接及純粹因銀行或其代理、職員或僱員(在其受僱工作期間作出)的疏忽或故意違責而引致的可合理地預見之直接損失或損害除外)。

- (d) 任何服務或任何戶口之暫停或終止，將不會損害銀行交收或清償於該暫停或終止之前客戶(或由銀行代表客戶)根據本條款及章則訂立之任何交易或客戶(或由銀行代表客戶)招致之任何債務的權利。此外，在暫停或終止任何服務或任何戶口時，銀行可以其酌情權決定取消任何或所有尚未執行的指示。
- (e) 假如銀行得悉客戶已被提出破產或清盤的呈請，或已召開會議考慮客戶的清盤決議案，或客戶的合夥商號已被解散，或根據任何法律進行任何類似的法律程序，或任何第三方申索，或銀行合理地認為客戶的戶口操作上有任何不符合規定之處，或客戶的戶口內的款項有任何爭議，銀行可凍結客戶的戶口。

3.14A 反洗黑錢及制裁

- (a) 客戶同意，若銀行懷疑有以下情況，銀行可延遲、封鎖或拒絕處理任何交易，而毋須招致任何責任：
 - (i) 有關交易可能違反香港或其他國家的法律或規例；
 - (ii) 有關交易涉及被聯合國、美國、歐洲聯盟或任何國家作出的經濟及貿易制裁之人士（自然人、企業或政府），或涉及與被該等制裁人士有直接或間接關連的人士（自然人、企業或政府）；或
 - (iii) 有關交易直接或間接涉及在香港或任何其他國家之非法行為得益，或用於非法行為之得益。
- (b) 除非客戶已披露其以受託人身份或代表另一方行事，否則客戶保證，在同意受本條款及章則約束時，客戶代表其本人行事。
- (c) 客戶向銀行作出聲明及承諾，銀行按照客戶指示處理任何交易，將不會違反香港或任何其他國家的任何法律或規例。
- (d) 銀行可採取及指示任何獲轉授人採取銀行全權的情認為合適的行動，藉以遵行任何與防止欺詐、洗黑錢、恐怖份子活動或其他刑事活動或向受制裁人士或實體提供金融及其他服務有關的適用法律、規例、公共或監管機構要求或銀行政策。有關行動包括但不限於截取及調查戶口交易（尤其國際資金轉移的交易），包括在戶口提存資金之擬定收款人的資金來源。在若干情況下，有關行動可能延遲或妨礙處理指示，戶口的交易結算或銀行履行本條款及章則的銀行義務。如屬可行，銀行將會盡合理努力，將存在有關情況之事通知有關各方。銀行或其代理人毋須就完全或部份因銀行或其獲轉授人根據此第3.14A條採取的任何行動所造成的任何損失（不論直接或相應損失，包括（但不限於）利潤或利息損失）而承擔任何責任。

3.15 已故客戶或精神上無行為能力客戶

- (a) 若個人客戶身故或精神上無行為能力，銀行有權拒絕提取戶口的貨項結餘（如有），不論有關戶口屬聯名或單人或以信託方式持有，直至銀行全權酌情滿意(i)如何適當處置戶口內客戶權益已最終及有效地決定，及(ii)已然執行或作出在有關情況下一般適用或銀行明確要求並可反映良好做法的程序及步驟（包括開立以遺產代理人身份的新戶口或受託監管人戶口，並向銀行提供彌償保證）。銀行有權在客戶的任何戶口扣除銀行基於或有關任何戶口或其終止，或將其貨項結餘轉予法律上有權享有該等結餘的人士，而支付或產生的一切費用及支出（包括法律費用）。
- (b) 若個人客戶身故，銀行有權（但並無責任）向為已故客戶的遺產申請遺囑認證或遺產管理書的人士提供及/或披露（包括（如屬聯名戶口）毋須尚存客戶同意）與戶口有關的任何資料、文件或事宜，包括（但不限於）戶口的詳情及結餘（此外，亦包括（如屬聯名戶口）尚存客戶的姓名），藉以便利有關人士之申請或其附帶或因而產生的任何程序或法律程序，或用以確定已故客戶遺產所包括的財產，銀行毋須向任何從已故客戶的遺產取得權益的人士（及/或（如屬聯名戶口）尚存客戶）承擔任何責任。

3.16 資料之披露

- (a) 客戶明白倘其未能向銀行提供任何所需之資料，銀行及/或其代理未必會為其提供服務。
- (b) 客戶授權銀行及獲銀行向其提供有關客戶之個人及戶口資料或紀錄之機構，可將在任何時間及任何來源搜集所得有關之個人及賬戶資料或紀錄，向任何下列機構披露：(1)代理；(2)財務機構、服務提供者、資訊調查機構、收數公司、承包商；及(3)已或欲與銀行建立業務關係之其他人士。而該等人士或機構可在經營業務期間使用該等資料。在不損害前文一般性的原則下，客戶進一步授權銀行不時向(i)銀行集團公司（不論在香港境內或境外）；(ii)專業顧問、保險公司或估值師；以及(iii)與銀行就客戶戶口或任何銀行服務享有之權利相關的實際或建議參與人、受讓人或約務更替人，披露及轉移有關客戶戶口、與銀行業務來往及客戶可能向銀行提供的任何第三方之所有數據或資料。在任何情況下，本條款及章則（包括第3.16條項下的任何其他條文）不會限制第3.16(b)條的範圍。
- (c) 適用於個人、獨資經營者及合夥公司之規定：

客戶同意，銀行可根據不時以任何方式（包括刊登於銀行的網站）備有供顧客索取之聲明、通函、條款及條件或通知所載有關使用及披露個人資料之政策，將不時由銀行蒐集的有關客戶之個人資料及任何有關客戶的資料（包括但不限於客戶的產品及服務組合資料、交易模式及行為、財務背景、人口統計數據、與銀行的往還、交易和關係），用於所述用途及向所述人士（不論在香港境內或境外）披露，且為免生疑及除上述條文外，該等資料亦可(i)被轉移至香港以外地方；(ii)供核對程序（定義見〔個人資料（私穩）條例〕）之用；及(iii)就任何目的（包括但不限於設計及提供銀行及/或金融服務或相關產品供客戶之用、向客戶銷售及推廣服務及產品、進行市場調查及資料分析，及任何與上述有關或附帶的用途）及就客戶透過銀行或信用查詢向任何銀行集團公司及非銀行集團公司披露。
- (d) 適用於公司之規定：

客戶同意銀行可將由客戶提供或與客戶有關之資料（包括但不限於客戶的公司背景及財務狀況、戶口資料、與銀行的往還、交易及關係）向下列各方或任何一方轉移及披露：(i)與客戶已有或打算進行交易之財務機構；(ii)銀行就任何與戶口有關權益之實際或建議參與者或附屬參與者，或承讓人、新債權人或受讓人；(iii)就銀行之業務運作向銀行提供行政、電訊、電腦系統繳費、證券結算、信貸諮詢或調查、追收欠款或其他服務或安排之代理人、承包商或第三者服務供應商；及(iv)其他對銀行（按銀行認為合適的條款）承擔保單責任之人士及(v)任何銀行集團公司（不論在香港境內或境外），作任何目的之用（包括但不限於設計及提供銀行及/或金融服務或相關產品供客戶之用、向客戶銷售及推廣服務及產品、進行市場調查及資料分析，及任何與上述有關或附帶的用途）。
- (e) 如下列各項規定或允許，客戶同意銀行披露並授權銀行披露所有有關其個人、戶口或業務的數據或資料（不論該等數據或資料是否機密，包括（但不限於）戶口號碼、結餘、收入、餘額、存款、收款、提款、付款、債務負擔、提供的抵押品、交易資料、與銀行或銀行集團公司的交易資料、姓名、地址、身份證明文件、識別碼、聯屬企業、業務牌照、證書、架構文件、實益擁有人、控制人士、戶口簽署人、產品資料、財務資料、交易紀錄、預期或預計活動、董事會決議、交易地點、報告、稅務資料、「了解你的客戶」資料、資金來源、客戶風險評估、客戶擔保人資料（如相關），以及客戶員工、股東或其他相關人士的個人資料）：

- (i) 適用於銀行或銀行集團公司而由下列各方不時頒布的任何法例、法令、指令、指示、規則、守則、規例、指引或類似項目(不論是否具法律效力)；
- (ii) 銀行或銀行集團公司與下列各方以合約或其他方式簽訂的任何現有或未來協議、安排或承擔；或
- (iii) 在任何司法管轄區的任何本地或海外法定、規管、監管或政府、稅務、執法或其他機關、法院或審裁處，或自律機構、行業組織或協會。

銀行可披露該等資料予銀行集團公司、聯屬公司、代理人、經紀商、供應商、承辦商、第三方服務供應商、專業顧問、交易所、市場、結算所或存管處、中央結算單位、託管商、代名人、結算經紀商、掉期或交易資料庫、報告代理人、遞交資料代理人、多方或其他交易設施、掉期設施、拍賣設施、規管者、監管或政府機構、稅務機構、法院、審裁處、執法機關、自律機構或行業組織或協會，以及／或第3.16(e)條預期的任何其他人士(不論在香港境內或境外)。在不損害上文一般性的原則下，為履行規管匯報、結算及／或交易的義務，銀行可能透過第三方服務供應商向交易資料庫轉移交易資料，而交易資料庫或會使用受一間或多間政府規管機構所規管的全球交易資料庫之服務。

- (f) 客戶確認根據第3.16(e)條披露的資料可披露予(i)所述的多方人士並組成若干匿名掉期交易及定價資料後供公眾查閱，以及(ii)在披露方所在司法管轄區以外的人士，或身處無法提供與客戶所屬司法管轄區同等或足夠個人資料保障的司法管轄區之人士。
- (g) 對於客戶向銀行提供有關第三方的資料或個人資料，客戶確認及保證已根據適用法例取得該第三方的同意，向銀行提供該客戶的資料或個人資料，以用於第3.16條所述的用途，讓銀行收集、處理、使用、披露、轉移或儲存該等資料或個人資料，而且客戶對其資料或個人資料具有保密責任的第三方已接受及同意披露該等資料或個人資料。
- (h) 為免生疑問，若適用的不披露規定、保密規定、銀行保密規定、資料私隱規定或其他法律規定禁止披露第3.16條規定或允許披露的任何機密資料，但允許相關人士同意豁免遵從該等規定，則就該法例而言，第3.16條所載的同意、協議、授權及確認將為客戶作出的同意。
- (i) 由於客戶經已授權銀行可披露其當時已擁有之資料，倘客戶或銀行結束戶口，此項授權亦不受影響或因此終止。

3.17 陳述、保證及承諾

- (a) 客戶作出陳述、保證及確認，客戶是其戶口內的資金、投資及財產的唯一及最終實益擁有人，並具有充份權限處理該等資金、投資及財產，其中不含有任何第三方申索或權益。客戶作出進一步陳述、保證及確認，(i)在向銀行發出指示的事宜上，客戶是以主事人身份而非以任何其他人士的代理人身份行事，而在按照客戶所作之決定而訂立的任何交易上，客戶具有全面能力及權限履行本條款及章則規定的義務，並於履行及執行客戶的義務時，不會違反任何法例、法規、由任何監管機構頒布的守則或指引(不論有否具法律效力)；及(ii)任何戶口(包括但不限於任何儲蓄、往來、定期、投資或貸款戶口)及／或任何透過或與銀行或任何與其服務有關的交易或往來，都不會被用於與任何刑事/非法有關的活動，或任何該戶口、交易或往來都不會直接或間接參與詐騙活動。
- (b) 客戶承諾向銀行即時提供(如尚未提供)銀行要求與任何戶口的最終實益擁有人及／或與最終就發出任何指示或訂立任何交易負責的人士有關的一切文件及資料(包括但不限於身份、職業、聯絡資料、業務性質、資金來源、業務結構、股權及董事職位等)。若最終實益擁有人於任何時間有任何變更，客戶須即時以書面通知銀行，並提供銀行要求證明有關變更的一切所需文件，直至銀行滿意為止。客戶亦聲明並保證客戶為第2.3條向銀行提供的資料是真實、準確、正確、完整和最新的。
- (c) 若客戶以受託人或代理人身份代表任何其他人士(以客戶名義)開立或持有戶口或訂立任何交易，則客戶承諾即時將存在該等信託安排之事通知銀行，並於銀行指定的時限內，向銀行提供銀行所要求客戶以受託人或代理人身份行事的信託的詳情及性質的有關的資料及文件(包括但不限於所有受託人、代理人、授權簽署人、保護人、財產授予人及受益人的身份及詳情)，直至銀行滿意為止。
- (d) 若客戶以其專業中介人名義或客戶以專業中介人及代理人身份管理或處理的單位信託、互惠基金或任何其他投資計劃(包括員工公積金及退休計劃)的名義開立或持有戶口，則客戶作出陳述、保證及承諾如下：
 - (i) 客戶已備有及將繼續維持可靠的系統，藉以核實其客人的身份，並須於銀行指定的時限內提供銀行不時要求的資料及文件，讓銀行於任何階段均可驗證客戶所進行的客人盡職審查程序，直至銀行滿意為止；
 - (ii) 就客戶代表其單一客人開立的任何戶口，或為客戶的個別客人設立而資金不會與客戶的戶口混合的附屬賬戶而言，客戶須於銀行指定的時限內提供銀行不時要求與客戶的客人身份及資料有關的資料及文件，直至銀行滿意為止；
 - (iii) 就客戶的個別客人的資金將會於客戶的戶口混合的戶口而言，客戶已設立妥善的系統及控制措施，藉以將匯集於戶口內的資金分配予客戶的個別基礎客人，而客戶須於銀行指定的時限內提供銀行不時要求的資料及文件，讓銀行於任何階段均可檢查客戶已實施的系統及控制措施，直至銀行滿意為止；及
 - (iv) 客戶須提供銀行不時要求與通過其戶口進行的任何交易有關的資料及文件，而客戶同意，如銀行認為適當，銀行可向任何有關監管或政府機構或機關報告及提供任何有關交易的詳情。
- (e) 本條所載的陳述及保證，將被當作於每次向銀行發出指示及訂立每項交易之時複述，並於服務及／或戶口終止後依然有效。
- (f) 若本條所載的任何陳述、保證、承諾或義務失實、遭到違反、不予履行或執行，銀行有權(但並無責任)絕對酌情決定拒絕執行任何指示及／或向客戶提供任何服務，暫停或終止任何交易及／或運作任何戶口及／或結束有關戶口。就客戶或任何第三者因而蒙受或招致的任何損失及損害，銀行概不承擔任何責任(直接及純粹因銀行或其僱員(在其受僱工作期間作出)的疏忽或故意違責而引致的可合理地預見之直接損失或損害除外)。

3.18 更改個人資料

客戶承諾銀行記錄之地址或聯絡電話號碼或其他個人資料若有任何更改，會盡快以書面通知銀行。

3.19 彌償

在適用法律允許的最大範圍內，及不違反準則對有關銀行在本條款及章則下提供之服務適用的義務，且在第2.3條(如適用)的限制下，除因銀行或其董事、代理人、職員或僱員之疏忽或故意違責外，客戶須承擔賠償銀行及其董事、代理人、職員或僱員因提供服務或行使或維護本條款及章則賦予銀行之權力及權利，而可能招致之任何債務、索償、要求、損失、損害賠償、稅項、訟費、費用及任何支出(包括但不限於按完全彌償基準支付之合理法律費用及合理地產

生之其他合理支出，以及香港稅務局向銀行收取涉及客戶所得溢利或收益之任何稅項)及一切法律行動及法律程序，並只限於直接及純粹由此而引致之直接及可合理地預見之損失及損害(如有)。銀行有權扣繳、保留或扣除一定數額之客戶資產並由銀行保管或控制，或從客戶在銀行之任何戶口扣繳、保留或扣除一定款額，以彌補在本條文銀行認為足以償還客戶虧欠銀行之債務。即使銀行和客戶的關係終止，此項彌償仍繼續維持有效。

3.19A 所扣稅項補足

客戶須向銀行支付的所有款項應作全額支付而不受限於抵銷或反申索或任何限制或條件，並不附帶及已扣除任何(本地或外地)稅款或其他任何性質之扣減或預扣。如任何(本地或外地)法律或法規或任何政府機關(不論是否依據任何與政府機關簽訂之協議或其他方式)要求客戶或任何其他人士(就稅款或其他原因)從任何向銀行支付之款項或銀行之戶口作出任何扣減或預扣，客戶須，連同該款項，一併支付該額外金額，以確保銀行收到相等於沒有被扣減或預扣下應收到的全額款項(不附帶及已扣除任何稅款或其他扣減或預扣)。客戶須盡快向銀行提交正式收據副本或其他顯示其已向相關收款人全數支付任何扣減或預扣款項之證據。如客戶於任何時間知悉其須或將須支付任何扣減、預扣或款項，客戶須立即通知銀行並提供所有相關之已知詳情。

3.20 豁免及分割

- (a) 銀行任何寬容或延遲行使任何權利或補償方法，不應被視為放棄該權利或補償方法，而單一或部分行使任何權利或補償方法亦不應阻止其進一步行使。在任何其他情況下，客戶與銀行之間之交易或任何特別豁免不應被視為其他方面之豁免。銀行之權利、補償方法及享有權應繼續具有十足效力，直至銀行以書面指定將其修訂或豁免為止。
- (b) 如在任何適用法律下本條款及章則中之任何或全部條文在任何方面變得失效、違法或不可強制執行，則其餘條文的有效性、合法性及可強制執行性將不受任何影響或損害。

3.21 管轄法律及司法管轄權

- (a) 本條款及章則受香港特別行政區法律管轄及依據其解釋，客戶茲不可撤銷地服從香港特別行政區法院之非專屬管轄權。
- (b) 任何規定並不限制銀行於任何其他具有司法管轄權之法院對客戶提出訴訟之權利，而於一個或多個司法管轄區提出訴訟之行動並不妨礙銀行於同一時間或不同時間在任何其他司法管轄區提出訴訟。

3.22 約束力

本條款及章則應對銀行及其受讓人、客戶及其合法代理人及繼任人具有約束力及有效，儘管銀行與任何其他人士合併，本條款及章則亦仍對其具約束力。

3.23 管轄版本

本條款及章則之英文本與中文本之間如有任何歧異，概以英文本為準。

3.23A 第三方權利

本條款及章則不擬向任何第三方授予任何執行本條款及章則內任何條文的權利，亦不擬根據《合約(第三者權利)條例》及其後任何修訂條例向任何第三方授予本條款及章則項下的任何利益，並明確排除相關法例之應用。

3.24 雜項

- (a) 本條款及章則給予銀行的每項權利、權力及補償，應可累積及不損害及附加於根據或憑藉銀行與客戶訂立的任何其他協議、法規或法律或衡平法規則給予銀行的所有其他權利、權力及補償。
- (b) 如未得銀行事前書面同意(銀行不得無理拒發有關同意)，客戶就戶口及戶口內的款項相關的權利及義務，不得轉讓或受第三方權利或產權負擔規限。銀行可以書面通知向何人士轉讓其就戶口及戶口內的款項相關的權利及義務，並可向其專業顧問及任何實際或準受讓人披露有關戶口或任何銀行服務的資料。
- (c) 客戶須應銀行要求，立即簽訂銀行要求的進一步文件及採取銀行要求的其他行動，藉以保護或保證本條款及章則規定或有關的銀行權利，有關費用由客戶獨力承擔。

附件 I：存款戶口服務

單一或多種貨幣存款戶口包括：

- 往來戶口
- 儲蓄戶口(結單或銀行存摺)
- 定期存款戶口
- 人民幣戶口
- 綜合理財戶口或華僑永亨顯貴理財服務

1. 開立戶口

客戶凡有意開立戶口或使用服務，須填寫及簽妥銀行所印備之表格及印鑑卡。如銀行提出要求，客戶須提供適當之諮詢人資料。

客戶同意在申請綜合理財戶口或華僑永亨顯貴理財服務時，須終止使用前述另一項服務（如有者），致使無論何時，客戶只能使用前述任何一項服務（但不可同時使用前述兩項服務）。

2. 不得轉讓及轉付

客戶之存款均不可轉讓及不得轉付。

3. 最低開戶存款額

客戶須按照銀行規定之最低存款額及存款期限開立存款戶口，銀行得隨時修改此規定。此最低開戶存款額亦適用於綜合理財戶口或華僑永亨顯貴理財服務，而附屬戶口之結餘亦可一併計算以符合該最低開戶存款額之規定。

4. 須受最後付款限制之存款

銀行保留權利拒絕接受任何支票及金融票據作為存款；如銀行以其完全之酌情權接受上述支票及金融票據，此等存款須最終收妥方能作實。客戶不得提取未結清之支票或金融票據。銀行保留權利向客戶全數追討銀行、其代理、職員或僱員因該等支票或金融票據基於任何原因欠付而合理地蒙受的任何損失(可合理地預見並純粹及直接由於銀行的故意違責或疏忽所致者，則屬例外)。客戶同意就銀行接受該等支票或金融票據而合理地招致或蒙受的一切損失、損害、索求、訴訟及責任而向銀行作出彌償(可合理地預見並純粹及直接由於銀行、其代理、職員或僱員的故意違責或疏忽所致者，則屬例外)。

5. 以第三者為抬頭人之支票

銀行可全權酌情決定接受存入以第三者為抬頭人之支票或金融票據，而並不損害銀行向客戶追討銀行因接受或背書該等支票或金融票據、或因任何原因而合理地產生的任何損失的權利，除非有關損失可合理地預見並純粹及直接由於銀行、其代理、職員或僱員的故意違責或疏忽所致，則屬例外。客戶承諾應要求立即將銀行合理地蒙受或招致的任何損失及開支全數退付銀行，除非有關損失及開支可合理地預見並純粹及直接由於銀行、其代理、職員或僱員的故意違責或疏忽所致，則屬例外。

6. 存入支票/金融票據

凡在(i)任何營業日之正常交換截數時間(由銀行不時酌情釐定)後；或(ii)星期六收集之所有本地支票及金融票據，均當作在下一個營業日(但不包括星期六)存入。

至於以深圳或廣東省為付款銀行之支票，結算可於下一個結算日(定義為星期六、星期日及所有香港或深圳/廣東省公眾假期(視情況而定)以外的日子)完成。

7. 自動付款交易

除非銀行與客戶之間書面表明同意，否則若有關戶口實行自動付款交易之任何指定日期為非營業日或星期六，該戶口應於下一個營業日(但不包括星期六)記入貸項或借項(視乎情況而定)；及若下一個營業日(但不包括星期六)屬下一個曆月，則該戶口應於緊接上述交易日期前營業日(但不包括星期六)記入貸項或借項(視乎情況而定)；及若該曆月並無與上述交易日相符，則該戶口應於最初之上述交易日期曆月之最後營業日(但不包括星期六)記入貸項或借項(視乎情況而定)。

8. 收據

客戶存款時，須將有關事項正確填在銀行印備之存款單上，交由銀行處理。銀行將發回經銀行有效機印或銀行授權主管簽署之存款收據，作為憑證。

9. 利率

利率（不論正或負利率）得按照市面情況隨時調整，而祇在銀行大堂內張貼或刊登報章，無須事先通知客戶。港元，泰國銖，新加坡元及英鎊之利息以一年有365天為基準，而所有其他貨幣利息則以一年有360天為基準(包括當年及閏年)。應計利息（包括負利息）按銀行規定之結算期記入或扣自（視情況而定）客戶戶口。惟每日結餘若少於銀行所訂定之最低存款額，則不計利息。

10. 外幣戶口(人民幣戶口除外)

下列條文將適用於外幣存款戶口：

(i) 款項來源

外幣存款均以原幣電匯本位記帳，銀行有完全酌情權接受其他一切形式收支，但須收取匯率之差價。

(ii) 現金提款

客戶可要求提取原幣現鈔，惟銀行在任何時間保留權利拒絕以該外幣現鈔支付，而無須通知客戶或負任何責任，銀行的義務將可藉提交相等金額(由銀行不可推翻地釐定)的港元或本地流通貨幣予以解除，或按銀行全權絕對酌情決定認為合適的任何其他方式予以解除。客戶確認及接受在任何該等兌換中可能涉及的貨幣風險及可能招致的損失。

(iii) 提款方法

即使客戶之戶口屬於外幣存款戶口，以外幣存入或以外幣計算，銀行有絕對之酌情權選擇以下列任何方式支付客戶戶口之全部或部份存款、及/或其利息：

- (a) 以有關外國貨幣現鈔支付；或
- (b) 根據客戶之書面指示以CHATS或透過電匯以有關國家之貨幣付款；或
- (c) 由銀行向客戶簽發以銀行在有關國家之往來銀行為付款行及以該國家之貨幣付款之即期匯票；或
- (d) 由銀行向客戶簽發以美元為幣值之銀行本票；或
- (e) 以有關外幣金額之等值港幣支付客戶存款之全部或部份及/或其利息，該等值是依據當時本港「非官價」或公開市場匯率折算。倘當時在該公開市場「買入價」與「賣出價」之間有差異，則以「買入價」折算。倘在支付客戶時並無上述之「非官價」或公開市場匯率可作根據，則依照當時港幣兌外幣之官價匯率折算；或
- (f) 將客戶所提取之存款或其中任何一部份及/或其利息分為一或二部份，每部份依照上述任何一種方式支付。

客戶無權對上述付款方法作出反對。

在上述(b)及(c)項之情況，銀行有絕對酌情權可選擇其往來銀行。有關之交易須受到銀行之往來銀行所在國家之法律、規例、政府之措施及限制所規限。客戶願接受因該等法律、規例、措施及限制所引致之一切風險。銀行有權就其有關之收費及支出、及其往來銀行有關之收費及支出，從客戶之戶口中如數扣除。因貨幣兌換及領款申請受到限制、外匯管制、法例之更改或其他銀行控制範圍以外之類似原因以致缺乏該種貨幣，銀行將不負任何責任，亦不須向客戶負法律責任。

11. 銀行之權利

銀行在任何時間保留權利可拒絕接受任何存款、限制存款金額，退回全部或部份存款，而無須通知客戶或負任何責任。

12. 客戶責任

- 12.1 在採取銀行合理地認為適當的切實可行步驟去查核存摺及提款單上的簽署及/或圖章/蓋章印記後，銀行有權(但並無責任)接受銀行真誠相信由客戶或其授權人士所發出的指示屬於真確，並可按該指示行事。銀行並無義務查究有關簽署及/或圖章/蓋章印記是否真確，以及發出有關指示的人士是否本著真誠，而該指示對客戶具有約束力。在不抵觸前文所載的情況下，凡經銀行憑存摺及由客戶簽署或蓋章之提款單而支付給來人之款項，不論該簽字或圖章是由詐騙得來或未經客戶明確或暗示的授權，均視同已直接付與客戶本人。銀行不再對客戶或其他有關者負任何責任。
- 12.2 銀行在保管及提交客戶託收之支票時，將予以謹慎處理。如客戶因支票遺失或損毀、或延遲提交而導致有所損失，而若銀行方面並無故意違責或疏忽，銀行不須對有關之損失負責，如支票由正式授權之第三方提交銀行託收，而在其保管期間支票遺失或損毀、或延遲提交，銀行不須對有關之損失負責。對因支票遺失或損毀、或延遲提交而導致之損失，銀行概不負責。

13. 提款限制

除往來戶口外，不得以支票提取存款戶口之結存。

14. 透支

如銀行提供臨時透支，客戶須負責償還所透支之款項及其利息及其他有關費用。

港元、泰國銖、新加坡元及英鎊之透支利息應以一年有365天為基準，其他貨幣透支利息則以一年有360天為基準(包括常年及閏年)。透支之每日未清繳金額按照銀行不時決定之利率計算。不論客戶有否收到更改通知均應按當時之利率支付利息，銀行有權每月在任何透支戶口內扣除應計利息。

15. 匯入外幣匯款

如無任何特別指示，銀行在收到經國外往來銀行匯入戶口之外幣款項，銀行可毋須事先通知客戶，即自行酌情決定將收到之外幣按銀行當時之買入價折算為港幣或該戶口之幣值，並記入該戶口。客戶須承諾對折算兌換率不提出異議。對匯入匯款，銀行一般之慣例是不會因銀行在外地往來銀行之戶口可能已記入該等資金而在資金實際記入該戶口之前向客戶支付利息。

16. 結束戶口

若在開戶後未滿三個月銷戶者，銀行得扣回手續費，詳情刊於服務收費簡介內。客戶於結束往來戶口後，應即退回所有未用之空白支票。如定期存款戶口之結餘為零，銀行有權不通知客戶而將該戶口結清。

往來戶口（港幣及美元）

1. 支票簿之領用及交送

普通空白支票簿可由銀行免費，或按銀行不時訂定之費用收費供給。凡領用支票簿，客戶須在銀行所提供之領用書上簽署與存於銀行檔案上之相同署名及/或印鑑。客戶亦可以銀行所認可之其他方法申領。銀行可酌情拒絕發出支票簿。若客戶並非以個人申領，銀行可酌情將支票簿送交領用書之持票人，或以電郵或親身轉交予銀行所記錄客戶最後為人所知之地址、業務地點或註冊辦公室，銀行毋須因上述任何轉交方式延遲或遺失支票簿而負上任何責任。

2. 支票簿之驗收

客戶收到支票簿後，應即點核支票頁數及核對所印之賬號及編號，如有錯漏，應立即通知銀行。同時並須將其小心保存，以免遺失或被竊。

3. 寫支票指引

- (a) 所有支票均須用不能擦掉之墨水或原子筆以中/英文填寫，並以原存銀行之印鑑樣式簽署。
- (b) 客戶開具支票時必須小心謹慎，應避免其支票有機會被塗改或方便偽冒。在簽發支票時，書寫金額大寫與小寫均需緊接及靠貼左方位置，使其間難以加插文字或數字。大寫金額末端應加上“正”字，小寫數字只能用阿拉伯數字填寫。
- (c) 如以郵遞或其他方式送遞支票，客戶應將票上之“持票人”字樣刪去及將支票劃線。

4. 塗改支票

凡簽發支票，如有塗改，須用原存印鑑在塗改處加以簽認。簡簽及縮寫易於偽冒，除事先經有安排者外，概不接受。客戶明瞭銀行對不輕易察覺之塗改，毋須負賠償責任。

5. 支票兌付

客戶在銀行總行或其他分行所開具之支票，如持票人向銀行總行或其他分行提款，銀行總行或其他分行有權憑票兌付，亦得隨時不經通知拒絕或停止兌付。所有由銀行總行或其他分行代為兌付之支票，銀行已盡其應盡之責任，並得如數從客戶在銀行所開立之戶口扣除。

6. 遺失支票

已簽署之支票如有遺失，客戶應即以書面通知銀行止付。如有被竊，除通知銀行止付外，亦應即往附近警署報案。銀行如在接到止付通知前已支付有關支票者，將不負任何責任。客戶如有遺失空白支票，亦應立即知會銀行，予以註銷。

7. 存款不足

如戶口存款不足，銀行可拒付任何支票。如屬臨時透支，客戶須負責償還所透支之款項及其利息及其他有關費用(如有者)。

8. 支票影像

客戶同意：

- (a) 由客戶所開出並已獲支付的支票，以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司保留，保留期為與結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或香港銀行同業結算有限公司(視屬何情況而定)可銷毀該等支票；及
- (b) 銀行獲授權按照(a)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。

儲蓄戶口

存摺種類

1. 存摺之賬項及保管

- (a) 銀行發給客戶存摺一本。每次在櫃面提款時，必須出示存摺。存摺不得轉讓，並不得作為抵押品。
- (b) 存摺所示之賬目結餘並不一定正確，因收存或支付之賬項可能暫未記入賬內。客戶之結餘金額仍應以銀行之紀錄為準。客戶應定期交回存摺，以便銀行補記利息或其他未記賬項。
- (c) 客戶應將存摺妥為保管，倘有遺失，客戶應立即以書面通知銀行。銀行於進行查詢，並獲得客戶及/或其他人士提供之賠償保證書，並認為適合後，即補發新存摺予客戶。

2. 隱形印鑑

倘若客戶已在存摺上留有隱形印鑑，則銀行可方便客戶在各分行提取不超過所規定之金額。

存摺和結單種類

1. 提取款項

賬戶之結存不能以支票提取。如銀行提供臨時透支，客戶須負責償還所透支款項及其利息、及其他有關費用(如有者)。

2. 查核賬項

客戶於每次辦理收支後，應先核對存摺或客戶收據所記賬項是否正確方可離去。客戶不得在存摺內自記及更改賬項。

定期存款戶口

1. 存款證明書或存款單

客戶存入之款項均由銀行發給存款證明書或存款單作為憑證。客戶須小心核對存款證明書或存款單上所載各項是否正確，如有錯誤或遺漏應立即通知銀行。

2. 存款利率

除非另有規定，每筆存款之存款利率於起存或續存時訂定，並於客戶開立或使用定期存款戶口之銀行大堂展示。

3. 存款所得利息

除非另有規定，銀行將於到期日支付存款所得及應計之利息，客戶可選擇提取利息或連同本金續存。

4. 到期指示

(a) 客戶發出指示

儘管客戶發出存款指示，銀行有酌情權選擇下列任何方式支付客戶全部或一部份之存款及/或其利息：—

- i. 將本金及利息存入客戶指定之戶口；或
- ii. 以當時利率及相同之存款期續存本金，利息付予客戶或根據客戶之指示辦理(如客戶要求以銀行本票支付，客戶須繳付銀行不時所訂定之費用)；
- iii. 以當時利率及相同之存款期續存本金，將利息存入客戶指定戶口；
- iv. 將本金及利息付予客戶或根據客戶之指示辦理(如客戶要求以銀行本票支付，客戶須繳付銀行所訂定之費用)；
- v. 以銀行與客戶之間同意之方式。

在不損害上述條款之一般性原則下，如遇到在正常情況下不可合理預見或不受銀行所能合理控制之任何理由，致使銀行於存款的任何一個到期日未能執行到期指示，客戶茲授權銀行於該等到期日暫停執行指示一次，及將該存款之全部本金連同應計之利息以原來之貨幣根據當時或其他規定之息率按相同存款期續存一次。客戶聲明對銀行作出以上的安排而引致之任何損失，不會作出索償及追究。

(b) 銀行並無收到任何到期指示

倘在到期日銀行仍未接獲客戶有關如何處理存款之指示，本金將連同應計之利息按相同期限自動續存，並根據當時或其他規定之利率計算利息。

5. 提取款項

(a) 到期日

客戶須於存款到期及給予銀行適當之指示，並於開戶行辦理始可提款。銀行有權(但非附帶任何責任)要求客戶提供用作核實該提款之任何文件。

(b) 未到期

客戶不得取回未到期之存款。但在非常特別或例外之情況下，銀行有完全酌情權同意客戶在存款到期日前提款。若是同意，銀行保留不支付任何利息之權利，及可向客戶討回因中途終止存款令致銀行須向資金市場拆入款項所涉及之費用。該等費用亦得先從本金中扣除，餘款始付還客戶。

然而，銀行有權於到期日之前撤銷定期存款，毋須向客戶提供任何理由，但利息只會按比例計至銀行撤銷定期存款之日，而非定期存款的整段期間，而不損銀行擁有的其他權利。

6. 口頭指示

在採取銀行合理地認為適當的切實可行步驟後，凡定期存款續期或外匯買賣，銀行可依照客戶或任何一位授權簽署人之正式口頭指示辦理。倘銀行本著真誠按該等指示辦理，則無須為此負法律責任。銀行所簽發之存款證明書及/或兌換單及/或通知書，將作為客戶向銀行作出指示之最終及不可推翻之證明。

定期存款產品說明

• 「浮息定期」存款（港元）

存款利率

存款利率每日按銀行釐定之優惠利率減去一既定之年利率差額而定，該既定之差額於存款起存時由銀行所釐定。利息於每月記入客戶開立於銀行之指定戶口內，此戶口必須經銀行同意。

到期日於存款到期日，本金將由存款戶口自動轉往客戶之指定戶口內。

• 「月月息」存款（港元）

存款利率

存款利率於每筆存款起存時確定。存款證明書上之「到期可得利息金額」只供客戶參考。利息按日計算並每月記入客戶之指定戶口，此指定戶口必須為港元往來或儲蓄或結單戶口。

到期日於存款到期日，本金將由存款戶口自動轉往指定戶口內。

• 「日利高」存款（港元）

存款單

客戶存入之款項均由銀行發給存款單作為憑証。

存款利率

利率每日訂定，並在定期戶口開立或使用之銀行大堂內張貼或刊登報章。利息按每日餘額計算，於每月或銀行規定之結算期記入戶口。惟每日結餘若少於銀行不時所訂定並經通告客戶之最低存款額，則不計利息。

提取款項

倘於到期日銀行仍未接獲客戶有關處理存款之指示，該本金將在類似之條款下根據當時利率續存同一存款期。

• 「聚財寶儲蓄計劃」 / 「My Kid儲蓄計劃」（港元）

存款利率

存款利息於訂立儲蓄計劃時所釐定之利率，每半年進息一次。

存款

開戶最低金額及每月最低存款額將於訂立儲蓄計劃時由銀行釐定。每月只可存款一次。客戶於訂立儲蓄計劃時釐定每次存入金額和日期，按時於本行任何一間分行存入釐定之款項。倘指定存款日為非銀行營業日或星期六，則該存款日須延至下一個營業日（但不包括星期六）。凡存入票據、金融票據及轉賬資金，雖已入賬，仍須經銀行收款後方能作實。如遇退票，銀行有權在客戶賬內扣回。客戶亦可透過自動轉賬服務存入每月存款。然而，客戶在收到辦妥自動轉賬通知書前仍須按月到櫃位存款。

預計到期可得金額

「預計到期可得金額」只供參考之用，確實金額需依據客戶於每月供款時存進其賬戶之日期，並以上述年利率按日計算。

提取款項

凡到期時，客戶須親到其開戶分行按原留印鑑簽具提款單，連同存摺交由銀行驗對相符，一次支取存款本息。到期而未取之存款；均可獲發回港幣儲蓄存款之利率。客戶如因需要於未到期前取款，須先經銀行同意，銀行可酌情收取手續費。

人民幣戶口

1. 符合資格

- (a) 持有香港身份證的人士（「香港居民」），可在銀行開立香港居民人民幣個人戶口，而並無持有香港身份證的人士（「非香港居民」），可開立非香港居民人民幣個人戶口。就本節的「人民幣戶口」而言，「個人客戶」指個人人民幣賬戶持有人。
- (b) 只有香港指定商戶方可在銀行開立人民幣指定商戶戶口。

2. 人民幣儲蓄及定期存款戶口

- (a) 除非銀行另行明確指定，由香港居民及非香港居民組成的聯名人民幣個人戶口可指定為香港居民人民幣個人戶口。
 - (b) 銀行有權向客戶拒絕開立任何人民幣戶口而毋須給予理由及負上任何責任。此外，銀行可隨時向客戶發出通知，結束客戶在銀行持有之任何人民幣戶口。在必要的情況下，通知可即時生效。
 - (c) (i) 個人客戶
客戶只可以人民幣現鈔(按銀行接納之面額)或按銀行釐定之港元匯率將港元轉換(不論是客戶以在銀行之港元戶口的存款或以港元現金兌換)，或按銀行全權酌情決定下不時規定的其他方法，存入款項於其人民幣儲蓄戶口。
 - (ii) 香港指定商戶
客戶只可以人民幣現鈔(按銀行接納之面額)，或透過從人民幣債券所得人民幣資金轉賬及償還其本金及利息，或按銀行全權酌情決定下不時規定的其他方法，存入款項於其人民幣儲蓄戶口。
 - (d) 客戶可從其人民幣儲蓄戶口中，將人民幣資金轉賬至其他人士(香港指定商戶除外)在銀行持有之其他人民幣儲蓄戶口。
 - (e) (i) 個人客戶
受以下第2(e)(ii)條款約束，客戶可以在香港於不同賬戶、不同個人客戶、不同公司客戶或不同銀行之間相互轉賬人民幣資金。
 - (ii) 香港指定商戶
香港指定商戶不可從其人民幣戶口經轉賬存入人民幣資金，惟客戶，在同一名義戶口中透過人民幣即時支付系統為買賣人民幣債券及償還其本金及利息而進行的跨行轉賬資金除外。香港指定商戶可從其人民幣戶口經轉賬提取人民幣資金。
 - (f) 由香港本地銀行開出的人民幣支票，可存入客戶的人民幣戶口，包括有關認購、收購及出售人民幣債券而開出及提取之人民幣支票或銀行不時指定作其他用途的人民幣支票。由香港境外的銀行開出的人民幣支票，概不接納存入客戶的人民幣戶口。
 - (g) (i) 個人客戶
除銀行另有規定外，不得從人民幣定期戶口中透過貨幣兌換以提取、存入及轉賬人民幣資金。
 - (ii) 香港指定商戶
除按照以上第2(e)(ii)條款辦理，香港指定商戶不可在其人民幣儲蓄戶口與人民幣定期戶口之間相互轉賬人民幣資金。
 - (h) 從人民幣儲蓄戶口提取款項只可以人民幣現金提取、以港幣現金提取(按銀行不時釐定之匯率將人民幣儲蓄戶口之人民幣兌換為港幣)或按銀行不時全權酌情決定所指定之其他方法提取。
 - (i) 從人民幣儲蓄戶口提取之人民幣資金須視乎是否有足夠有關貨幣而定。如有必要，銀行有權以其他貨幣向客戶支付。
 - (j) 如任何時候存入客戶任何人民幣賬戶的任何人民幣鈔票被發現或懷疑是假鈔，在無損銀行享有的任何權利下及除銀行享有的任何權利外，銀行有權且獲客戶授權在未經通知及不負法律責任的情況下，從客戶在銀行持有的任何賬戶中扣除該假鈔數額的人民幣金額或依據銀行絕對酌情下釐定的買賣匯率計算的一筆等同於該假鈔數額的外幣及上報有關當局。客戶須就直接或間接因該等假鈔引起或與之有關的所有損失、損害、法律程序、申索及銀行就此採取的所有訴訟，對銀行作出彌償。
- ### 3. 兌換
- (a) 就透過香港居民人民幣個人戶口之人民幣儲蓄戶口兌換而言(透過任何渠道，包括網上理財及電話理財)，每日存入或提取款項之總額不得超過銀行不時指定之款額。就香港居民及非香港居民以現金兌換(包括但不限於通過自動櫃員機設施)而言，銀行可不時訂定每次交易之最高款額。
 - (b) 香港指定商戶在其正常業務過程中，收取之款項，只可單向將人民幣現鈔兌換港幣或從其人民幣儲蓄戶口兌換成港幣。
 - (c) 客戶知悉匯率價格迅速變動所引致的存在虧蝕風險，客戶現同意銀行毋須為由以下所引起或與以下有關之任何損失負責：
 - (i) 由於由任何政府或其他有關機構所頒佈的法律、規例或命令的更改、任何其他非銀行所能控制之因由，銀行或與銀行有聯繫的金融機構被禁止執行有關人民幣兌換及匯款業務；或
 - (ii) 由於市場狀況、或人民幣兌換市場收市，銀行無法提供人民幣報價或更改買賣差價。
 - (d) 若銀行提供任何匯兌服務，須按銀行絕對酌情下釐定的匯率及銀行訂明的條款進行。

(e) 銀行可絕對酌情決定拒絕向聯名人民幣個人戶口提供匯兌服務。

4. 匯款

個人客戶可將資金從人民幣儲蓄戶口轉賬至個人客戶指定並獲銀行接納之中國金融機構以同一名義開立的戶口（「中國戶口」）。個人客戶在一日內從其人民幣儲蓄戶口轉賬之資金總額不得超過銀行不時指定之款額。

客戶知悉所有人民幣存款，如果存入與銀行有關的或有聯繫的在香港以外地方包括中國成立的任何金融機構或公司，均不受存款保障計劃條例(第581章)所保障。

視乎銀行及中國有關機關之批准及根據中國適用法規，個人客戶可按本條款將其匯入但未動用的人民幣資金部份從中國戶口匯出至其人民幣儲蓄戶口。

香港指定商戶不獲提供匯款服務。匯出或匯入中國或香港境外其他地點的跨境匯款，須遵守匯款或收款方所在司法管轄區的規則及規定。

5. 陳述、保證及承諾

(a) 個人客戶

(i) 個人客戶陳述及保證人民幣個人戶口僅作私人消費用途。個人客戶現知悉，若銀行認為人民幣個人戶口疑作私人消費以外之用途，銀行可隨時向個人客戶發出通知取消其人民幣個人戶口，並無須負上任何責任。

(ii) 如非香港居民的個人客戶其後成為香港居民，有關個人客戶承諾立即通知銀行，並同意更改其人民幣個人戶口的狀況。

(b) 香港指定商戶

香港指定商戶現保證及陳述，其從事(i)商業零售、(ii)餐飲、(iii)住宿、(iv)交通、(v)通訊、(vi)醫療或(vii)教育服務，及所有存入或兌換之人民幣資金均在香港從事該等業務所得。

香港指定商戶現知悉，若銀行認為存入或兌換之人民幣資金並不和所述業務範圍及香港指定商戶之正常業務過程相稱，銀行可拒絕接納任何人民幣存款或其部份或隨時向香港指定商戶發出通知，結束其人民幣指定商戶戶口，並毋須負上任何責任。若不再參與任何上述業務，香港指定商戶承諾以書面盡快通知銀行。

6. 一般條款

(a) 儘管本文載有任何相反規定，銀行有權隨時及不時以全權及絕對酌情及**毋須向客戶承擔任何責任**下決定(i)修訂、修正、增訂、變更、補充或變動有關條款及章則及適用於人民幣戶口的細節（包括費用及收費）及資料，而這些修訂、修正、增訂、變更、補充或變動，經銀行發出通知（可藉展示、廣告或銀行認為適合之其他方式發出）後生效，並對客戶具有絕對約束力；及/或(ii)拒絕、終止、暫停、撤銷、修改、取消或變更客戶獲提供的任何服務（或其任何部分）及/或凍結、暫停、結束、取消任何人民幣戶口而毋須給予事前通知、亦毋須提供任何理由。

(b) 在不損害以上第6(a)條的情況下，銀行保留權利於任何時間終止提供任何服務，凍結或暫停或結束或取消任何人民幣戶口及/或從任何人民幣戶口轉賬或兌換任何款項，藉以符合銀行與結算銀行或中國境內代理銀行所訂立的協議及適用法律、法規、守則、指引及類似規定（不論是否具有法律約束力），毋須事前通知，除非另有規定，客戶同意受上述各項所約束。

(c) 有關人民幣及/或人民幣戶口服務範圍和合格要求受香港及中國境內有關政府及監管機構發出或頒布的適用法律、法規、守則，指引及類似規定（不論是否具有法律約束力）、銀行與結算銀行及中國境內代理銀行所訂立的協議及由銀行不時頒布適用於此等服務及/或人民幣戶口的條款及章則所約束。

(d) 毋須事前通知及毋須提供任何理由，客戶明確授權銀行(i)為核證有關數據、資料及文件目的，向銀行認為合適的任何來源披露及與有關來源交換不時向銀行提供的任何數據、資料及文件；及(ii)向香港境內外的結算銀行、任何國內代理銀行、有關監管或政府機構或半官方政府機構或代辦或當局披露及/或報告所有或任何與客戶、客戶的任何人民幣賬戶及向客戶提供的服務及其任何交易有關或相關的數據及資料（包括但不限於不時向銀行提供或銀行收集的任何資料或文件）；及(iii)向銀行的任何分行、附屬公司、聯屬公司或聯營公司披露任何有關客戶、其事務、賬戶及交易的資料或數據，如果銀行絕對酌情決定認為上述披露對履行銀行職能乃屬必需或合宜、或符合銀行的利益或適用法律、法規、守則，指引及類似規定（不論是否具有法律約束力）對上述披露另有要求。**客戶同意，銀行及任何上述實體按照本條款6(d)無須就上述的披露或交換對客戶承擔任何責任。**

(e) 若終止服務（或其任何部分）或結束任何人民幣戶口，將不會影響或終止客戶已授權銀行對銀行於終止或結束之日所管有的資料進行披露或交換。

(f) 客戶應按銀行為監察客戶正確使用人民幣賬戶而不時要求在銀行指定的時間內向銀行提供令銀行信納的所有資料及文件（包括原件）。

(g) 銀行保留不時收取任何費用和收費的權利，及有絕對酌情權對收取任何費用和收費作出修訂。在無損銀行享有的其他權利及補救的原則下，銀行有權於客戶任何賬戶內扣除應收取的費用和收費。

(h) 客戶作出以下陳述、保證及承諾：

(i) 由客戶或客戶代表不時提供給銀行的所有資料及文件均屬真實、準確、完整及不具誤導性，且所有文件均屬真實且其所有副本與原件相符；

(ii) 客戶須一直遵守及遵從所有適用法律、法規、守則，指引及類似規定（不論是否具有法律約束力）及不時生效的有關條款及章則；及

(iii) 如客戶已作出或視為已作出的任何以上陳述及保證在任何方面發生或將成為失實或不準確，客戶須從速以書面形式告知銀行。

每次客戶向銀行發出指示時及每次訂立交易後，本條款6(h)所載的陳述及保證須視為重新複述，且該等陳述及保證在人民幣賬戶及/或任何相關服務（或其任何部份）終止時繼續有效。

(i) 客戶須就銀行基於或有關以下各項而產生或蒙受的所有或任何申索、要求、訴訟、法律程序、損失、責任（實在或屬或然性質者）、損害、風險、收費、費用（包括合理產生的法律費用）、支出而按完全彌償方式向銀行作出及維持作出彌償：(i)客戶違反或不履行有關條款及章則；(ii)經由客戶或客戶代表不時向

銀行提供的任何陳述、保證、資料或文件被發現或被合理地懷疑屬於失實、不確或有誤導或欺騙成份；(iii)不當使用人民幣戶口；(iv)銀行提供或拒提供任何服務予客戶；及／或(v)行使或保存銀行的權力、權利及補償；惟因及除非在某程度上直接由於銀行的疏忽，欺詐或故意不當行為所引致的除外。此項彌償規定應為客戶的義務，應獨立及附加於客戶須向銀行承擔的其他義務之上。

- (j) 客戶同意銀行、其職員、代理人及聯絡人均毋須就其採取或不採取任何行動而向客戶承擔任何責任，除非因上述人等的疏忽，欺詐或故意不當行為直接所致者，則作別論。在無損前文所載的一般原則下，銀行毋須就因(i)行使銀行任何權利、權力、酌情權及補償及／或(ii)遵行任何適用法律、法規、守則，指引及類似規定（不論是否具有法律約束力）及／或與結算銀行或中國境內代理銀行所訂立的協議而採取或不採取任何行動而向客戶承擔任何責任，即使任何有關行動或不行動可能有損客戶權益亦然。
- (k) 客戶的利益及權利不可轉移。

個人人民幣往來戶口

適用條款及章則

個人人民幣往來戶口服務及所有相關服務均受以下各項規限

- (i) 本條款及章則（「條款及章則 - RMBPCA」）；及
- (ii) 不時有效的「所有戶口及相關服務之條款及章則」（包括其附件「往來戶口（港幣及美元）」一節）；及
- (iii) 根據人民幣服務提供或其涵蓋的服務及安排各自適用的協議、開戶及其他文件的所有其他條款及章則。

若條款及章則 - RMBPCA、相關的「所有戶口及相關服務之條款及章則」及上文第(iii)項所述其他條款及章則之間有任何抵觸或歧異，就有關抵觸及歧異而言，應以條款及章則 - RMBPCA 為準。

定義及釋義

1. (a) 在本條款及章則 - RMBPCA 中：

「客戶」指以其名義開立及持有人民幣往來戶口的個人，包括其合法繼承人；

「人民幣服務」指銀行不時以其全權絕對酌情權決定向客戶提供與人民幣有關的任何銀行服務或其他服務（不論是否在人民幣往來戶口或其他戶口之下提供）；

「人民幣往來戶口」指個人客戶在銀行開立、操作及持有的個人人民幣往來戶口。

- (b) 除非上下文另有規定，否則本條款及章則所用的詞語及語句與「所有戶口及相關服務之條款及章則」均有相同的涵義。

個人人民幣往來戶口

2. 年滿十八歲之個人（不論是否持有香港身份證）及已於銀行開立人民幣儲蓄戶口，可開立人民幣往來戶口。
3. 除非銀行另行同意，客戶於任何時間僅可在銀行持有一個人民幣往來戶口。銀行保留權利，可拒絕為客戶開立任何人民幣往來戶口而毋須給予理由及負上任何責任。
4. 人民幣往來戶口的貸方結餘不會獲得利息。
5. 客戶不可透過人民幣往來戶口進行任何貨幣匯兌。
6. 客戶只可以人民幣現鈔（按銀行接納之面額），從任何其他人民幣戶口轉賬人民幣資金，存入在香港開出的人民幣支票，或按銀行全權酌情決定不時規定之其他方法，將款項存入人民幣往來戶口。凡獲承兌作存款的支票及其他金融票據，在最終收妥作實後入賬。如遇退票，銀行保留權利，在人民幣往來戶口或客戶在銀行持有的其他戶口內扣除費用。
7. 人民幣往來戶口概不受理人民幣硬幣存款。
8. 人民幣往來戶口不提供透支安排及不容許透支。
9. 若(a)人民幣往來戶口貸方結餘資金不足以清繳支票；或(b)在有關支票上發現任何技術性錯誤，銀行有權絕對酌情決定退回或不兌現支票。儘管有前文所述，若人民幣往來戶口資金不足，銀行有權（但並無責任）在人民幣儲蓄戶口或客戶在銀行持有的任何其他戶口內扣除任何金額款項，藉以清繳有關支票。在有關情況下，將向客戶收取費用或收費。
10. 為履行客戶在條款及章則 - RMBPCA下的義務及責任，銀行獲授權按銀行絕對酌情釐定的匯率進行銀行認為所需的任何貨幣兌換（不論是從其他戶口持有任何金額的其他貨幣轉換為人民幣或其他貨幣亦然），客戶並須承擔有關兌換的費用。
11. 客戶可將人民幣資金從其人民幣往來戶口轉往另一人民幣戶口，不論該戶口是否以相同名義開立或是否在同一銀行開立，包括透過人民幣即時支付系統跨行轉賬資金。
12. 人民幣往來戶口不得開出現金支票。人民幣往來戶口必須以人民幣開票，支票須劃線，註明存入收款人戶口，並不得轉讓。
13. 客戶不可於香港特別行政區及／或銀行設於中華人民共和國境內之任何分行以支票兌付從人民幣往來戶口提取人民幣現鈔。
14. 客戶可以人民幣往來戶口開具支票以在中華人民共和國廣東省（包括深圳市）支付消費開支，或用於銀行可能不時具體指明之其他用途。於任何一天內，客戶在人民幣往來戶口下開具支票總額須受限額限制（如有）。銀行獲授權可絕對酌情決定不支付任何或所有於同日出示的支票，毋須事先通知客戶或承擔任何責任。若銀行選擇支付其中任何支票，銀行可絕對酌情釐定支付該等支票之次序，以使當天支付之總額保持於有關限額以內；但若銀行選擇不支付，銀行獲授權退回任何一張或所有已出示的支票。
15. 人民幣支票須根據香港金融管理局、結算銀行及任何其他機關不時發佈的規則及規例使用，其使用亦受有關地區法例及規例、向其交付或出示支票的人士或銀行的章則、規則及程序，以及銀行可能不時施行的規則及限制所規限。
16. 就經由香港人民幣結算及交收系統交收或結算的人民幣銀行交易賬項而言，客戶確認知悉人民幣結算及交收系統將會依據人民幣結算所規則（包括但不限於當中提述的營運程序）（包括其不時的修訂）運作。

17. 「所有戶口及相關服務之條款及章則」之「附表I：存款服務」項下的「人民幣戶口」第6條（一般條款），經必要的變通後，須適用於條款及章則 - RMBPCA，在此情況下，提述上述第6條內的以下詞語時須具有以下涵義：
- (a) 「客戶」包括本文件界定的客戶；
 - (b) 「人民幣戶口」包括本文件界定的人民幣往來戶口；
 - (c) 「服務」包括本文件界定的人民幣服務；及
 - (d) 「本條款及章則」包括條款及章則 - RMBPCA。
18. 條款及章則 - RMBPCA受香港法律管轄，並按照香港法律詮釋。銀行及客戶每方均願受香港法院的非專屬司法管轄權管轄。
19. 本文件的英文本與中文本之間如有任何歧異，概以英文本為準。

人民幣公司戶口

適用條款及章則

人民幣服務（定義詳見下文）及所有相關服務均受以下各項規限

- (i) 本條款及章則（「條款及章則 - RMB CRA」）；
- (ii) 不時有效的「所有戶口及相關服務之條款及章則」（包括其附件I「往來戶口（港幣及美元）」一節，但不包括「人民幣戶口」一節）；及
- (iii) 根據人民幣服務提供或其涵蓋的服務及融資安排各自適用的協議、提供貸款通知書、開戶及其他文件的所有其他條款及章則。

若條款及章則 - RMB CRA、「所有戶口及相關服務之條款及章則」的有關條款及章則及上文第(iii)項所述其他條款及章則之間有任何抵觸或歧異，就有關抵觸及歧異而言，應以條款及章則 - RMB CRA 為準。

定義及釋義

1. 除非上下文另有規定，否則本條款及章則所用的詞語及語句應具以下涵義：

「適用規定」	指世界任何地方（包括但不限於香港及中國內地）的政府、監管機構、政府機構、結算及交收銀行或團體、交易所或專業團體所發出及不時適用於本行的任何法律、規例、命令、規則、指令、指引、守則、通知、限制或同類項目（不論有否法律效力亦然）；
「銀行」	指華僑永亨銀行有限公司，包括其所有分行及辦事處（不論其所在地），以及其繼承人及承讓人；
「客戶」	指以其名義開立人民幣儲蓄戶口及／或人民幣往來戶口的法團，包括其合法繼承人；
「人民幣」	人民幣指中國內地當時的法定貨幣；
「人民幣往來戶口」	指客戶在銀行開立及持有的人民幣往來戶口；
「人民幣儲蓄戶口」	指客戶在銀行開立及持有的人民幣儲蓄或存款戶口，包括人民幣結單儲蓄戶口、人民幣存摺儲蓄戶口及人民幣定期存款戶口；
「人民幣戶口」	指人民幣往來戶口及人民幣儲蓄戶口，而「人民幣戶口」可指其中一種戶口；
「香港」	指中華人民共和國香港特別行政區；
「港元」	指香港當時的法定貨幣；
「中國內地」	指中華人民共和國（不包括香港、澳門特別行政區及台灣）；
「人民幣服務」	指在適用規定不時許可下，銀行不時向客戶提供與人民幣有關的任何銀行服務或其他服務，惟須受銀行與結算銀行或中國境內代理銀行訂立的協議所規限；
「營業日」	指銀行在香港營業而開放予公眾人士的日子（不包括星期六、星期日及公眾假期）；

人民幣往來戶口及人民幣儲蓄戶口

2. 任何客戶均可申請在銀行開立或啟動人民幣儲蓄戶口及／或人民幣往來戶口，藉以享用人民幣服務。然而，本行有權拒絕或不接受任何有關申請，毋須給予任何理由。
3. 在受任何進一步適用條款及章則規限下，人民幣往來戶口及人民幣結單儲蓄戶口均可獲提供透支安排。
4. 在受任何進一步適用條款及章則規限下，人民幣往來戶口及人民幣結單儲蓄戶口均容許透支。
5. 人民幣儲蓄戶口的結餘可獲付利息，有關利率由銀行不時釐定。人民幣往來戶口的結餘將不計利息。
6. 若任何人民幣戶口長時間（由銀行絕對酌情決定，現時為一年）不動，而有關人民幣戶口的結餘低於銀行不時指定的金額，銀行可執行特別行政程序（如限制交易、停止計算利息等）及／或收取銀行絕對酌情釐定的服務費，然後客戶方可恢復有關戶口的相關活動。
7. 銀行獲授權從客戶在銀行持有的任何戶口扣除須付予銀行的費用及收費。
8. 客戶可將(i)人民幣現鈔，或(ii)按銀行的現行匯率，以等值之港元或其他貨幣兌換而成的人民幣，或(iii)在香港或銀行不時指定的其他地方開出的人民幣支票存入人民幣戶口。凡獲承兌作存款的支票及其他金融票據，有關存款須最終收妥作實後入賬。如遇退票，銀行有權在人民幣往來戶口內扣回。
若存入客戶人民幣戶口的人民幣現鈔於任何時間被裁斷或被懷疑為偽鈔，則在不損害及附加於銀行任何權利的情況下，銀行有權並獲客戶授權從客戶在銀行持有的任何賬戶支取與有關現鈔相同金額的人民幣或按銀行絕對酌情釐定的匯率計算與有關現鈔金額等值的其他貨幣款項，並須向有關當局作出通報。客戶須就有關現鈔直接或間接產生的一切損失、損害、訴訟及申索及銀行因而採取的一切行動而向銀行作出彌償。
9. 人民幣戶口概不受理人民幣硬幣存款。
10. 若(a)人民幣往來戶口結餘資金不足以清繳支票；或(b)在有關支票上發現有技術性錯誤，銀行有權絕對酌情決定退回或不兌現支票。儘管有前文所述，若人民幣往來戶口資金不足，銀行有權（但並無責任）在人民幣儲蓄戶口扣除任何金額款項，藉以清繳有關支票。在有關情況下，將可向客戶收取費用或收費。

11. 人民幣往來戶口不得開出現金支票。人民幣往來戶口必須以人民幣開票，將支票劃線，註明存入收款人戶口，並不得轉讓。
12. 客戶不能在香港境內藉提付支票而從人民幣往來戶口提取人民幣現鈔。
13. 支票須於開票日期起計六個月內提付；否則，銀行將作「已過期」支票處理並予以拒付。
14. 人民幣儲蓄戶口不得以支票或其他金融票據提款，並只能按銀行訂明的形式（以及受有關條款（如有）所規限）發出指示提款。
15. 人民幣戶口可提取人民幣現鈔，惟須視乎有關辦事處的有關現鈔存量而定。此外，若擬提取大額（由銀行不時決定）人民幣，須提前三個營業日通知銀行。銀行保留在有需要時以其他貨幣支付的權利。
16. 客戶可於銀行所指定分行的營業時間內，隨時憑適當的授權在櫃位要求提款，惟須受條款及章程 – RMBCRA所規限。凡經銀行憑適當的授權及/或由客戶簽署的提款單支付予來人的款項，即視同已直接付予客戶本人，而銀行將可免除向客戶或任何其他人士承擔任何責任。
17. 凡在任何人民幣戶口提存的人民幣現鈔金額超過銀行不時釐定的每日限額，銀行將會收取手續費。此外，對於任何人民幣戶口提存的人民幣現鈔（不論金額多少），本行保留徵收費用的權利。

一般資料

18. 銀行可不時絕對酌情決定終止、修訂、修正、增訂或變更或更改條款及章程 – RMBCRA、適用於人民幣戶口及人民幣服務的細節（包括費用及收費）及資料。有關條款及章程、細節與資料及其各自修訂、修正、增訂、變更或更改，經銀行發出通知（可藉展示、廣告或銀行認為適合之其他方式發出）後生效，並對客戶絕對具有約束力。
19. 在不損害第21條的情況下，本行保留權利於任何時間終止提供任何人民幣服務，凍結、暫停、結束或取消任何人民幣戶口及/或從任何人民幣戶口轉賬或兌換款項，藉以符合銀行與結算銀行或中國境內代理銀行所訂立的協議及適用規定，毋須事前通知，適用規定內另有規定者例外，客戶則同意受上述各項所約束。
20. 客戶明確授權銀行，若銀行基於執行銀行職能或適用規定有所規定而絕對酌情決定必須或適宜作出披露，則銀行可毋須通知及提出理由而(i)不時向銀行認為適合的人士披露銀行獲提供的任何數據、資料及文件，或與有關人士交換有關數據、資料及文件，藉以核實有關數據、資料及文件；(ii)按銀行與結算銀行或中國境內代理銀行所訂立協議的規定，向有關結算銀行及香港境內外任何有關當局或機構披露及/或通報與客戶、客戶的任何人民幣戶口、客戶獲提供的任何人民幣服務及客戶的任何交易或事務往還有關的所有或任何數據及資料（包括但不限於銀行不時獲提供或收集的任何資料及文件），及(iii)向銀行的任何分行、附屬公司、聯營公司或聯屬公司披露與客戶、其事務、賬目、交易或事務往還有關的任何資料或數據。客戶同意銀行及上述任何實體均毋須就按照此第20條的規定作出的有關披露或交換而向客戶承擔任何責任。

若終止人民幣服務（或其任何部分）或結束任何人民幣戶口，將不會影響或終止客戶關於銀行披露或交換銀行於終止或結束之日所管有資料的授權。

21. 儘管本文載有任何相反規定，銀行有權隨時及不時全權及絕對酌情決定拒絕、終止、暫停、撤銷、修改、取消或變更客戶獲提供的任何人民幣服務（或其任何部分），毋須向客戶承擔任何責任，毋須事前通知，亦毋須提供任何理由。
22. 就經由香港人民幣結算及交收系統交收或結算的人民幣銀行交易賬項而言，客戶均須
 - (I) 確認人民幣結算及交收系統將會依據人民幣結算所規則（包括但不限於當中提及的營運程序）（包括其不時的修訂）運作；及
 - (II) 同意香港金融管理局毋須對客戶或任何人士由於下列各項直接或間接引致的任何申索、損失、損害或支出（包括但不限於業務損失、業務機會損失、利潤損失或特殊、間接或相應損失）（即使香港金融管理局已知或理應知道其可能存在）負有任何職責或承擔任何法律責任：
 - (i) 香港金融管理局出於真誠或人民幣結算及交收系統的結算機構、香港銀行同業結算有限公司、任何成員（定義詳見人民幣結算所規則）或其他任何人士在管理、營運或使用（包括但不限於已被終止及/或暫停結算機構、結算設施（定義詳見人民幣結算所規則）或任何有關成員）結算所（定義詳見人民幣結算所規則）或結算設施（定義詳見人民幣結算所規則）或當中任何部份時所作出或不作出的任何事情；
 - (ii) 在不損害上述(i)項的情況下，基於或根據人民幣結算所規則（包括但不限於當中提及的營運程序）（包括其不時的修訂）所發出的同意、通告、通知書或批准；
23. 客戶同意：
 - (I) 客戶所開出並已支付的支票，在以電子形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司留存，留存期為與結算所（定義詳見人民幣結算所規則）運作有關的規則所列明的期間，自此以後，代收銀行或香港銀行同業結算有限公司（視乎情況而定）可銷毀有關支票；及
 - (II) 銀行獲授權按照第(I)段的條款的規定，與（其中包括）代收銀行及香港銀行同業結算有限公司訂立合約。
24. 在不損害上文第21條的情況下，客戶可根據銀行不時指明之程序（包括但不限於客戶發出指示或銀行提供人民幣服務之方法或媒介）要求提供人民幣服務。銀行可不時述明並變更任何人民幣服務之範圍及規模。
25. 銀行保留不時修訂任何費用及收費之權利。有關詳情，請向銀行任何分行查詢。
26. 若銀行向客戶提供人民幣兌港元或其他自由兌換貨幣（獲銀行接受者）或與此相反的匯兌服務，須按銀行絕對酌情釐定的匯率及銀行訂明的條款進行。客戶特此確認匯率急劇變動所涉的永久損失風險，並同意銀行毋須就人民幣匯兌（包括但不限於以下各項）所產生或有關的任何損失及損害而承擔任何責任：
 - (I) 適用規定的任何變更而禁止人民幣匯兌；或
 - (II) 由於市場狀況或人民幣市場已然收市，銀行未能提供人民幣匯率報價，或變更匯率的買賣差價。
27. 客戶作出陳述、保證及承諾如下：
 - (I) 經由或代表客戶不時向銀行提供的所有資料及文件，均屬真實、準確、完整及不含誤導成份；所有文件均屬真確，其所有副本均與正本相符；

(II) 客戶於任何時間均遵從及遵行所有適用於客戶的適用規定，以及不時有效的條款及規章 - RMB CRA；

(III) 若客戶所作或視為客戶所作的上述陳述及保證在任何方面為人得知或成為失實或不確，客戶須從速書面通知銀行。

此第27條所載的陳述及保證，將被視為在每次發出指示給予銀行及每次訂立交易時複述，並於人民幣戶口及／或人民幣服務（或其任何部分）及任何相關服務終止後仍屬有效。

28. 客戶須就銀行基於或有關(i)客戶違反或不履行條款及章則 - RMB CRA；(ii) 經由或代表客戶不時向銀行提供的任何資料或文件被截斷或被合理懷疑屬於失實、不確或有誤導或欺騙成份；(iii)不當使用人民幣戶口；(iv)提供或拒提供人民幣服務予客戶；及／或(v)行使或保存銀行的權力、權利及補償而產生或蒙受的所有或任何申索、要求、訴訟、法律程序、損失、責任（實在或屬或然性質者）、損害、風險、收費、費用（包括合理產生的法律費用）、支出而按完全彌償方式向銀行作出及維持作出彌償。此項彌償規定應為客戶的義務，應獨立及附加於客戶須向銀行承擔的其他義務。
29. 客戶同意銀行、其職員、代理人及代理銀行均毋須就其採取或不採取任何行動而向客戶承擔任何責任，除非因上述各人各自疏忽或故意不當行為直接所致者，則作別論。在不損害前文所載的一般原則下，銀行毋須就(i)行使銀行任何權利、權力、酌情權及補償及／或(ii)遵行任何適用規定及／或與結算銀行或中國境內代理銀行所訂立的協議時所採取或不採取任何行動而向客戶承擔任何責任，即使任何有關行動或不行動可能有損客戶權益亦然。
30. 條款及規章 - RMB CRA 受香港法律管轄，並按照香港法律詮釋。銀行及客戶每方均願受香港法院的非專屬司法管轄權管轄。在不損害前文所載的一般原則下，人民幣戶口、其利息、存款費用及其他有關事宜，均受香港法律及銀行的附例、政策、規定及慣例（經不時修訂、制定或採納）管轄。
31. 本文件的英文本與中文本之間如有任何歧異，概以英文本為準。

綜合理財戶口

1. 適用條款及章則

綜合理財戶口及銀行根據或有關綜合理財戶口不時提供的所有服務及產品均須受以下各項所規限：

- (a) 本文的條款及章則（「本條款及章則」）；
- (b) 不時有效的「所有戶口及相關服務之條款及章則」；及
- (c) 就根據或有關綜合理財戶口不時提供的指定服務及融資之協議、開戶及其他文件內的所有其他指定條款及章則。

若本條款及章則與以上所述的條款之間有任何的抵觸或分歧，就有關抵觸或分歧而言，則有關條款之優先效力應以下列順序：(i)上文(c)段所述的指定條款及章則，(ii)本條款及章則；及(iii)「所有戶口及相關服務之條款及章則」。

2. 定義及釋義

在本條款及章則中：

- 2.1 「客戶」指以其名義開立及持有綜合理財戶口的客戶，包括其合法承繼人。
- 2.2 「綜合理財戶口」指客戶按照本條款及章則在銀行開立，由不同貨幣的結算儲蓄戶口、定期存款戶口、往來戶口及銀行以其絕對酌情權不時指定的其他類別及貨幣戶口構成的存款戶口。銀行保留權利於任何時間以其絕對酌情權不時變更或指定綜合理財戶口內可開立的戶口類別（及／或貨幣）。
- 2.3 「主戶口」指客戶在銀行開立的綜合理財戶口，包括（按文義上需要）在主戶口下開立的任何及每個戶口。
- 2.4 除非文意需要不同釋義另有所指或另有說明，否則本文所用的詞語及語句，將與「所有戶口及相關服務之條款及章則」的詞語及語句具有相同涵義。

3. 綜合理財戶口

- 3.1 在受第3.4條及銀行不時指定的條款及章則所規限下，客戶可按銀行不時指定的方法、方式或媒介向銀行發出指示，藉以申請開立或啟動綜合理財戶口。
- 3.2 個人申請者必須年滿十八歲，才能開立綜合理財戶口。所有申請者亦必須符合銀行就綜合理財戶口內的每個個別戶口所不時指定的有關準則及規定。
- 3.3 除非銀行另行同意，否則客戶於任何時間只可在銀行持有一個綜合理財戶口。
- 3.4 銀行可全權及絕對酌情拒絕為任何客戶開立或啟動任何綜合理財戶口或綜合理財戶口內的任何戶口，而毋須給予任何理由，亦概不承擔任何責任。
- 3.5 除非銀行另行指定或決定，否則綜合理財戶口下的每個戶口的操作方式，將與其所屬戶口類別的操作方式相同，具體規定載於「所有戶口及相關服務之條款及章則」的條款及章則，及任何其他適用條款及章則的規定。儘管前文所述，銀行保留指定或變更就操作綜合理財戶口下的戶口向銀行發出指示的方式的權利。
- 3.6 若客戶並無指定主戶口交易所用的入賬或扣賬戶口，則銀行將會在綜合理財戶口下的結算儲蓄戶口作出入賬或扣賬，但如交易以外幣進行，則將透過綜合理財戶口下的有關外幣結算儲蓄戶口作出有關記賬。
- 3.7 就綜合理財戶口下的任何往來戶口而言，在透過往來戶口進行任何交易時，客戶須述明該相關往來戶口的有關個別賬號。
- 3.8 儘管本文載有任何相反規定，銀行可按照「所有戶口及相關服務之條款及章則」及任何其他適用條款及章則執行或拒絕執行指示。
- 3.9 銀行有權按月或按銀行不時決定的其他固定期間向客戶提供綜合理財戶口的綜合結單。「所有戶口及相關服務之條款及章則」中所有「結單」的提述，將包括該等綜合結單。
- 3.10 客戶同意，綜合理財戶口的綜合結單亦可包括所有或銀行全權酌情決定的相關附屬戶口（如有者）的綜合結單。就綜合理財戶口的綜合結單而言，「附屬戶口」須指主戶口開立日期之前、當天或之後，客戶在銀行開立及持有的任何存款戶口（不包括綜合理財戶口下的存款戶口）、外幣掛鈎存款戶口、股票掛鈎存款戶口、黃金戶口、投資戶口、分期貸款戶口、信用卡戶口、貴賓卡戶口及貸款卡戶口，附屬戶口之戶口持有人須為同一組成部份及身份，並須與主戶口為同一身份，包括銀行根據「所有戶口及相關服務之條款及章則」提供的其他綜合結單服務所連繫的所有戶口。銀行保留不將任何附屬戶口列入綜合理財戶口的綜合結單內的權利。
- 3.11 客戶可要求銀行在綜合理財戶口的綜合結單豁除或取消連繫任何附屬戶口（不包括投資戶口、分期貸款戶口、信用卡戶口、貴賓卡戶口或貸款卡戶口）；屆時，每個被豁除或取消連繫的附屬戶口的個別獨立戶口結單，將會寄往每個被豁除或取消連繫的附屬戶口下的客戶通訊地址。
- 3.12 客戶同意，在開立綜合理財戶口時，除非銀行另行絕對酌情同意，否則客戶將無資格申請及（如已申請）會即時終止銀行根據「所有戶口及相關服務之條款及章則」提供的任何其他綜合結單服務。
- 3.13 銀行有權不時訂明有關綜合理財戶口須付的服務費及收費。客戶授權銀行扣除其綜合理財戶口下的港元結算儲蓄戶口以支付該等服務費及收費。客戶亦同意，銀行有權扣除綜合理財戶口下的任何其他戶口或客戶在銀行持有的任何其他戶口以支付任何未清繳的服務費及收費。
- 3.14 於綜合理財戶口開立時，最低開戶存款額亦屬適用，客戶可將訂明金額的款項存入綜合理財戶口下的港元結算儲蓄戶口，或按銀行不時訂明的其他方式履行，以符合最低開戶存款額之規定。
- 3.15 「所有戶口及相關服務之條款及章則」（包括但不限於其第3.4條有關銀行的抵銷權的部分）中所有「戶口」的提述，須包括主戶口及綜合理財戶口下的每個戶口。

- 3.16 銀行可按照「所有戶口及相關服務之條款及章則」及任何其他適用條款，取消或凍結主戶口及／或綜合理財戶口下的任何戶口，或暫停或終止根據綜合理財戶口而向客戶提供的任何服務。綜合理財戶口下的任何尚未被取消的戶口，將繼續受本條款及章則管轄，惟主戶口被取消的情況除外。
- 3.17 儘管本文載有任何相反規定，銀行可於任何時間及不時全權及絕對酌情變更、取消或終止根據綜合理財戶口提供的任何服務，或削減或修訂其範圍，而概不需向客戶承擔任何責任。

4. 雜項

- 4.1 本條款及章則受香港法律管轄，並按照香港法律詮釋。銀行及客戶每方均願受香港法院的非專屬司法管轄權管轄。
- 4.2 本文件的英文本與中文本之間如有任何歧異，概以英文本為準。

綜合理財戶口／華僑永亨顯貴理財服務

1. 基本戶口之選定

客戶同意在申請綜合理財戶口或華僑永亨顯貴理財服務時指定某戶口作為其基本戶口。

- 將所有附屬戶口的每月結單綜合成為定期寄予客戶之綜合結單；
- 可由基本戶口扣除服務費(如有者)；
- 以基本戶口之通訊地址與客戶通訊，包括郵寄每月綜合結單；而有關定期存款之通知書則按該定期存款戶口通訊地址寄予客戶；及
- 以基本戶口之通訊地址發送結單，或如客戶透過銀行之電話理財服務開立定期存款戶口，則以該戶口之通訊地址發送結單。

2. 綜合理財戶口／華僑永亨顯貴理財服務之附屬戶口自動連繫

(a) 儘管本條款及章則另有相反條文及其他方面：

- (i) 於二零零七年七月三日(「生效日期」)或之後開立並由客戶持有之各存款戶口、外幣掛鈎存款戶口、股票掛鈎存款戶口及黃金戶口與綜合理財戶口或華僑永亨顯貴理財服務之主要戶口具有相同組成部份及身份，應於(1)開立該等附屬戶口時或(2)選定為綜合理財戶口或華僑永亨顯貴理財服務的基本戶口時(以較後者為準)自動連繫，惟銀行有權按其獨有酌情決定權撤消所有或任何自動連繫；及
- (ii) 從生效日期起，於生效日期前、當日或之後開立並由客戶持有之各投資戶口、分期貸款戶口、信用卡戶口、貴賓卡戶口及貸款卡戶口與綜合理財戶口或華僑永亨顯貴理財服務之基本戶口具有相同組成部份及身份，應於(1)開立該附屬戶口或(2)選定為綜合理財戶口或華僑永亨顯貴理財服務的基本戶口時(3)生效日期(以較後者為準)自動連繫，惟銀行有權按其獨有酌情決定權撤消所有或任何自動連繫。

(b) 為免生疑，條款2(a)(i)及(i i)中「基本戶口」指於生效日期綜合理財戶口或華僑永亨顯貴理財服務之任何已經存在的任何基本戶口或於生效日期時或之後任何時間選定為綜合理財戶口或華僑永亨顯貴理財服務之任何基本戶口。

3. 取消主要戶口/附屬戶口之連繫

客戶可指示銀行取銷一個或多個附屬戶口與綜合理財戶口或華僑永亨顯貴理財服務之連繫，惟將予取消連繫之附屬戶口不可為投資戶口、分期貸款戶口、信用卡戶口、貴賓卡戶口或貸款卡戶口及：

- (a) 倘該附屬戶口為基本戶口，除非客戶另選一個港幣儲蓄戶口、港幣往來戶口或港幣結單戶口作為新基本戶口，或終止綜合理財戶口或華僑永亨顯貴理財服務，否則不能取銷該附屬戶口連繫。
- (b) 在終止戶口連繫後，客戶須同意恢復採用個別附屬戶口之通訊地址收取個別之戶口結單。

附件 II：電子理財服務

1. 個人密碼及電子理財號碼

- 1.1 銀行須向客戶分別提供電子理財號碼(若是網上理財及流動理財的話,“用戶名稱”;若是電話理財的話,則為“電話理財號碼”)及應用於電子理財服務之初次密碼。

就向私人客戶提供電子理財服務而言:

- (a) 私人賬戶之戶口持有人需要申請該等密碼。
- (b) 聯名戶口各戶口持有人均須個別申請密碼,而申請書必須由所有戶口持有人依照規定簽署。首次發出之個人密碼及電子理財號碼將由銀行分別發給各戶口持有人。為免生疑,各個及每個戶口持有人須共同及個別對涉及使用電子理財服務之所有交易負責,而本條款及章則須共同及個別對各個及每個戶口持有人具有約束力。

就向商業客戶提供電子理財服務而言:

- (a) 獨資商號戶口持有人需要申請電子理財號碼及密碼。為免生疑,現時或日後以客戶商號名義經營生意的東主須對涉及使用電子理財服務之所有交易負責,而本條款及章則對東主具有約束力;
- (b) 合夥商號戶口各授權人士及主要使用者均需由合夥人指定,並需個別申請電子理財號碼及密碼,而申請表格必須由所有合夥人簽署。銀行將個別派發首次電子理財號碼及密碼予所有申請人。為免生疑,現時或日後以客戶商號名義經營生意的各合夥人須對涉及使用電子理財服務之所有交易共同及個別向銀行負責,而本條款及章則對各合夥人具有共同及個別約束力。
- (c) 有限公司戶口各授權人士、主要使用者及普通使用者均須個別申請電子理財號碼及密碼。銀行將向各申請人個別發給屬於其本人之首次電子理財號碼及密碼。

就商業電子理財服務而言:

- (a) “批核權限表”指一分配表顯示授權組別及在銀行不時既定限額內之交易所需之授權組別或授權組別組合。
- (b) “主要使用者”指由授權人士指定及授權管理商業電子理財服務,並管理普通使用者之任何人士。
- (c) “普通使用者”指由授權人士指定及授權,並根據授權人士給予銀行所定之批核權限表而使用商業電子理財服務之任何人士。

- 1.2 客戶可按銀行不時指定之方式要求自訂首次發出之個人密碼。客戶亦可隨時要求更改網上銀行的用戶名稱和/或密碼。就本條款及章則而言,網上銀行的用戶名稱”和密碼”指銀行當其時提供予客戶或由客戶自訂之網上銀行的用戶名稱和/或密碼或經批准更改之客戶網上銀行的用戶名稱和/或密碼。

- 1.3 客戶確認編碼器、電子理財號碼、個人密碼、密碼、其他代碼及/或使用使用者識別碼均屬機密性質,而客戶有義務採取合理步驟保持其穩妥及安全。如客戶以欺詐手段行事或有疏忽,如未有妥善穩妥保管編碼器、電子理財號碼、個人密碼、密碼、其他代碼及/或使用使用者識別碼,客戶須為一切損失承擔責任。客戶須負責穩妥保存該編碼器、電子理財號碼、個人密碼、密碼、其他代碼及/或使用使用者識別碼,並採取一切必要的預防措施以維持其充足保安。客戶現同意及承認任何(不論是否獲客戶授權)使用編碼器、電子理財號碼、個人密碼、密碼、其他代碼及/或使用使用者識別碼以取用電子理財服務即構成及當作客戶使用電子理財服務。

- 1.4 (a) 客戶如發覺或相信其電子理財號碼、個人密碼、編碼器、密碼、其他代碼及/或使用使用者識別碼遭泄露、遺失或被盜用,又或者其賬戶曾錄得未經授權交易,客戶必須在合理可行的情況下盡快通知銀行,並以書面確認其事。客戶須盡快更改個人密碼、密碼及/或其他代碼。

- (b) 客戶如未能提供此等通知,客戶可能要承擔所有損失。

- (c) 直至銀行接到此等通知為止,客戶不得對銀行提出任何申索,並須就使用電子理財服務(不論是否獲客戶授權)涉及之一切銀行合理地招致之損失及損害負責及作出彌償。然而,於特定期間內如銀行並無提供有效及方便設施,銀行或須為未有通知所產生的任何損失承擔責任,惟於有關設施再供使用後,客戶須在合理時間內通知銀行。

2. 客戶承認及同意

- 2.1 客戶明白及知悉,電子理財服務是客戶與銀行之間的交易之附加服務,並不應以之替代其他認可之銀行交易方法。如因任何理由不能使用電子理財服務,客戶有責任使用其他方法以達成銀行交易,及並無理據向銀行提出索償。

- 2.2 客戶知悉,客戶如透過電子理財服務給予銀行任何指示,即為客戶要求及委託銀行按照該指示行事。直至銀行執行該指示,銀行不保證按照某一指示行事。客戶並承認銀行有權依照其營業常規及慣常程序行事,銀行如認為某指示實際可行及理當執行,才會接受此一指示。銀行保留權利訂明任何規定,銀行可以合理之原因接受任何指示或拒絕按照任何指示行事。為免除疑問,銀行獲授權參與銀行及/或證券業務之規管機構,及與銀行及/或與證券有關之中央結算、交收及類似設施之系統,並須遵從此等機構及系統之規則及規例;但在各種情況下,銀行均無須為任何此等機構或系統之營運者或管理人之任何行為或忽略承擔任何法律責任。

- 2.3 客戶明白及同意,客戶在透過電子理財服務傳遞其指示前須加以核對,以確保正確無誤。客戶承認,在銀行收取及執行其指示後,客戶不能撤銷其指示。

- 2.4 客戶知悉,在任何一天涉及客戶戶口之間之轉賬交易,可由銀行酌情決定在交易當天或下一個營業日轉賬至有關戶口。

- 2.5 客戶知悉,銀行每次收到指示,均須透過電子傳送通道傳送確認訊息。客戶須負責確保該確認訊息與客戶所給予之指示相符,並須在銀行所不時指定之時間內傳遞重新確認訊息。客戶明白,此重新確認訊息須視作上述指示最終及不可推翻之憑證,及如無此種重新確認,銀行不須處理上述指示。

- 2.6 客戶知悉,透過電子理財服務進行之交易,包括外幣買賣、黃金存摺買賣及定期存款提存,銀行將以書面確認。客戶一旦收到此等確認,須加以檢查。如發

現任何錯誤，須即時向銀行報告。如在銀行向客戶發送此等確認後九十天內客戶並無提出反對，此等確認即已作實，不可推翻，並對客戶具約束力；客戶被視為已同意放棄就以上對銀行提出反對或要求補償之權利。

- 2.7 客戶確認在銀行電腦資訊記錄有關之電子理財交易及訊息，包括適用之匯率(除有明顯錯誤者)對客戶有約束力，不可推翻。客戶同意在適用法律容許之情況下，該等記錄可被呈上法庭，作為證據證明確有有關交易或訊息，及存有該等事實。

3. 授權

客戶現不可撤回地授權銀行，客戶透過電子理財服務達成之提款、轉賬及/或交易之款項，可從客戶在銀行開立之戶口扣除。

4. 銀行之責任

4.1 銀行不會為以下所引起或與以下有關連之後果向客戶或任何第三方承擔任何法律責任或其他責任：

- (a) 由電腦、通訊、電機或網絡之故障所引致之電子理財服務故障，及客戶完全或局部不能使用電子理財服務。
- (b) 由以下各項(但不限於)引起之傳遞延誤或故障：客戶之流動電話(或其他電訊設備)因任何理由不能接收資料、任何電訊故障、機械故障、電源故障、設備或裝置功能失常、中斷或不足、任何電訊或其他第三方服務供應商之作為或不作為、天災、政府行為、平民暴亂、罷工、戰爭、火災、水災或爆炸。
- (c) 按照客戶不時向銀行提供及登記之資料而提供電子理財服務。
- (d) 與客戶有關之指示或資料在透過電訊公司、設備、裝置或中介人之傳送而被洩漏或遺失。
- (e) 相關電訊或網絡供應商就客戶之流動電話(或其他電訊設備)向客戶提供之任何服務或該流動電話(或其他電訊設備)之性能或適用性。在因銀行疏忽或故意失責之情況下，銀行只就直接及純粹因此而引起之直接及合理可預見之損失及賠償(如有者)對客戶承擔責任。

4.2 銀行須採取一切合理步驟以確保銀行透過電子理財服務提供之資料正確及定期更新。客戶現同意及確認透過電子理財服務收取之所有資料僅供參考，且不得視為此等資料所涉事宜之確證。銀行依照規管有關賬戶之條款及章則向客戶提供有關透過該戶口所處理交易項目之戶口結單。客戶因參考所提供之資料而作出之決定及進行之交易，銀行(在適用法律允許的最大範圍內，及不違反準則對有關銀行在本條款及章則下提供之服務適用的義務，且在所有戶口及相關服務之條款及章則第2.3條(如適用)的限制下)無須為其承擔任何法律責任或其他責任(除直接和純粹因銀行或其代理、職員、僱員在工作過程中的疏忽或故意違責所致的可合理地預見之直接損失或損害者，則屬例外)。

4.3 客戶特此解除銀行由於或以任何方式有關下列各項而合理地招致或蒙受的一切責任，並就銀行由於或以任何方式有關下列各項而合理地招致或蒙受的一切訴訟、起訴、費用、申索、索求、開支、損失及責任向銀行作出彌償：

- (a) 如客戶以欺詐手段行事，或行事有疏忽，或未有遵行本條款及章則第1.3及1.4條的規定，而銀行依照使用客戶的電子理財號碼、個人密碼、編碼器、密碼、其他代碼及/或使用者識別碼通過電子理財服務所傳輸的指示行事，不論有關指示是否經客戶妥善授權作出者亦然；
- (b) 基於銀行設備失靈(在銀行控制範圍以外)而造成的作為或不作為或其他可能，引致銀行通過電子理財服務向客戶提供的任何資料不正確(除非可合理地預見及純粹及直接因銀行的故意違責或疏忽所致者，則屬例外)；
- (c) 客戶或任何其他人士使用客戶之電子理財號碼、個人密碼、編碼器、密碼、其他代碼及/或使用者識別碼而通過電子理財服務接達與客戶或其他人士有關的資料(但銀行須已履行此條款及章則第4.2條之責任)。

5. 客戶之責任

5.1 如客戶存心詐騙及/或犯上疏忽，任何時候進行的任何交易所產生的一切後果，概由客戶負責。如客戶未有採取一切合理的步驟，將電子理財號碼、個人密碼、編碼器、密碼、其他代碼及/或使用者識別碼保密及保障其不被盜竊或不會遺失，客戶亦可能要承擔此等責任。

5.2 在符合本條款及章則之規定下，如客戶並無任何詐騙或疏忽，下列各項未經授權而透過電子理財服務執行之交易客戶無須為其負責。

- (a) 銀行之保安系統未能防止之電腦罪行；或
- (b) 銀行所引致之人為或系統錯誤、導致不妥當之交易，以致款項損失或誤存；或
- (c) 銀行引致漏付或錯付款項。

客戶因上述(a)、(b)及(c)各項原因引致之漏付款項所涉及之利息或遲繳罰款，客戶有權獲得銀行補還。銀行所須負責任祇限於客戶有關交易之價值，或所受之實際損害，兩者以較少者為準。銀行不須為任何間接、特殊或相應之損失或損害負責。

6. 資料披露

6.1 客戶同意及承認，銀行獲授權向電訊公司披露銀行所發送之訊息，及電訊公司為提供傳遞服務所必須具備有關客戶之資料。

6.2 在不影響銀行之個人資料措施，即載有“關於個人資料(私隱)條例的客戶及其他個別人士通知”之規定之一般性原則下，客戶明確授權就銀行電子理財服務所須向其人員、僱員、商業夥伴、資訊服務提供者、附屬公司及代理人、有關之電訊公司及任何第三方(在香港特別行政區境內或境外)披露及轉交有關客戶之個人資料及其他資料、客戶之戶口及與其戶口有關之交易資料。

7. 支出及收費

7.1 客戶須承擔為客戶提供與及電子理財服務有關之電訊設備及互聯網使用設備/裝置、或為此等設備/裝置提供服務之電訊公司及/或互聯網服務提供者所徵收之任何費用、收費及支出，包括但不限於附加費、國際長途電話服務及漫遊服務費用(如有者)。

- 7.2 客戶同意繳付銀行所不時通知而與提供及使用電子理財服務有關之一切費用；客戶現授權銀行將此等費用在客戶之基本戶口內扣除，有關費用須預先繳付及不會退還。

8. 暫停及終止服務

- 8.1 銀行可完全酌情決定是否批准使用電子理財服務；銀行可因任何理由(包括但不限於有關電訊公司及互聯網服務提供者所引致與其網絡有關之故障、維修、修改、擴大及/或改善工程)，在銀行認為合適之時間，並由銀行決定是否向客戶發出任何通知，完全或局部暫停或終止電子理財服務。銀行無須為暫停或終止電子理財服務承擔任何法律責任或其他責任。
- 8.2 銀行保留權利，一經在電訊公司登記之流動電話(或其他電訊設備)用戶提出要求，隨時暫停或終止向客戶提供電子理財服務，毋須給予任何通知。
- 8.3 客戶一旦結束有關戶口，透過電子理財處理此戶口即被終止。
- 8.4 除上述條款外，客戶可隨時通知銀行停止使用電子理財服務。而停止使用電子理財服務將不會使客戶在銀行已開立之戶口結束或影響客戶之權利及責任。

9. 服務條件

- 9.1 銀行將不時指定電子理財服務之範圍。銀行保留權利不時修改、擴大或縮減電子理財服務之範圍。
- 9.2 對為使電子理財服務有效運作，銀行有權訂下其認為適當之限制。在不影響此等章則之原則下，銀行可通知客戶各項理財指示及委託涉及之最低或最高金額。
- 9.3 客戶可在銀行所不時指定之服務時間內使用電子理財服務。客戶亦可透過電子理財服務，利用電話理財開立結單戶口及定期存款戶口。該等新戶口之通訊地址將採用電子理財服務之基本戶口之通訊地址。倘客戶指示銀行將該等新戶口與其綜合理財戶口或華僑永亨顯貴理財服務連繫，則須使用其綜合理財戶口或華僑永亨顯貴理財服務之基本戶口之通訊地址。
- 9.4 在任何營業日在銀行之截止時間(現時訂明為香港時間下午8時)後執行之指示或交易，可由銀行絕對酌情決定視為在下一個營業日(但不包括星期六)生效；銀行保留權利更改截止時間，並由銀行決定是否向客戶發出任何事先通知。

10. 保安編碼器

- 10.1 銀行可能要求客戶使用由保安編碼器發出的一次性保安編碼(“保安編碼”)使用電子理財服務。客戶須獨自承擔申請此類保安編碼器或在遺失或損壞的情況下申請更換保安編碼器的責任。
- 10.2 銀行授予客戶使用銀行不時提供的保安編碼器作指定用途的權利。保安編碼器屬銀行的財產。

11. 外幣及黃金買賣服務

- “外幣及黃金買賣指示”為電子理財服務之一。該項服務使客戶能預先給予銀行指示，可向銀行購買某一種類之貨幣或黃金，或向銀行沽出某一種類之貨幣或黃金。
- 11.1 客戶明白及同意，銀行認收某一指示並不等於銀行按照客戶所指定之價格接受該指示；此價格只代表該指示之最高買價或最低賣價。
- 11.2 客戶同意，指示一旦為銀行所認收，銀行將按照客戶之指示從有關賬戶扣起將沽出貨幣之款額或黃金數量，直至該指示已由銀行執行、或在執行該指示前由客戶透過電子理財服務撤銷為止。如扣起之款額或黃金之戶口之可用結餘不足以應付所需之數，銀行可由其完全酌情決定不按此等要求辦理，毋須事先通知客戶。客戶同意解除銀行一切有關責任及對銀行由此引起之一切銀行合理地蒙受或招致之訴訟、損失、費用、申索、索求及支出作出彌償。
- 11.3 銀行只會於星期一至星期五之服務時間內執行買賣指示。銀行在該段時間內有此等貨幣或黃金之報價，並按照下述第11.4及11.5條款執行指示。
- 11.4 當銀行之買價相等於或低於購買指示所指定之價格，銀行將在首次出現這種情況時用此價格執行該指示。
- 11.5 當銀行之買價相等於或高於售賣指示所指定之價格，銀行將在首次出現這種情況時用此價格執行該指示。
- 11.6 除非該指示已被客戶撤銷或已由銀行執行，否則任何客戶給予銀行而尚未執行之指示，將自動延期至下一個營業日(不包括星期六)。
- 11.7 客戶須知悉匯率及黃金價格迅速變動所引致的存在虧蝕風險，除合理地可預見並因銀行的疏忽及故意違責所致的損失外，客戶現同意銀行毋須為由以下所引起或與以下有關之任何損失負責：
- (a) 任何政府或其他有關機構更改法律或規例、或任何其他非銀行所能控制之因素；銀行被禁止執行有關指示。
- (b) 由於市場狀況、或外匯或黃金市場收市、銀行無法提供報價或更改買賣差價；
- (c) 由銀行設備故障或功能失常所引起之電子理財服務故障或非銀行所能控制之情況，導致延遲執行或不能撤銷任何指示。

- 11.8 指示一旦已由銀行執行，則客戶不能撤銷或更改該指示，銀行按照此處所列之條款而執行指示之後果，客戶接受及同意受其約束。

12. 預設指示

「預設指示」是電子理財服務之一。該項服務使客戶能預先給予銀行指示，以執行有關交易。該等交易包括但不限於金額轉賬及繳付賬單。

- 12.1 客戶明白及同意：(a)銀行將於指示上所指定之執行日期執行指示(唯該指示可於該指定執行日期被銀行執行)；倘若該指示不能於該指示上所指定之執行日期被銀行執行，銀行將於緊接該指示上所指定之執行日期的下一個該指示可被銀行執行之營業日執行該指示；及(b)銀行不會對任何因銀行認為輸入之指示含糊、不清楚或不完整或客戶未能於銀行不時指定之截數時間前遞交該指示而延誤執行該指示或未能執行該指示所引致客戶蒙受之任何損失、損害或費用，或相應而生之損失、損害或費用負上任何責任。
- 12.2 倘若任何指示之執行日期為銀行假期，則緊接該銀行假期後之下一個該指示可以被銀行執行之營業日將被視為該指示之執行日期。

- 12.3 客戶明白客戶須於執行日期當天營業時間前在戶口內備有足夠款項以便支付指示。倘存款不足，銀行將毋須執行指示，而銀行亦有絕對酌情權終止指示，並就每項未能執行之指示收取有關費用。
- 12.4 銀行在指定執行日期之後，或在銀行有絕對酌情權下認為未有足夠時間或在不能控制情況下不能執行，則可無須接受任何指示之更改或撤銷。

13. 電子結單及電子交易通知書服務

「電子交易通知書」指本行不時以電子方式發出與本行的一個或多個賬戶或所提供產品及服務有關的交易通知書、報告、訊息、紀錄、確認書、收據、認收書、通知或通訊，不包括電子結單。

「電子結單」指本行不時以電子方式發出與本行的一個或多個賬戶或所提供產品及服務有關的結單、報告、訊息、紀錄、確認書、收據、認收書、通知或通訊。

「電子結單及電子交易通知書服務」或「本服務」指本行通過本行的網上理財服務（「網上理財」）及與其有關的附帶服務（如有）向客戶提供電子結單及電子交易通知書的服務。

「閣下」指銀行向其提供電子結單及電子交易通知書服務的每位客戶，及在上下文允許的情況下，包括獲客戶授權代其行事的任何人士。

- 13.1 如使用電子結單及電子交易通知書服務，於任何時間均須受經本行不時修訂、補充及／或修改的電子理財服務之使用條款及章則及本條款及章則所管限。
- 13.2 當接通及使用電子結單及電子交易通知書服務時，閣下確認閣下已細閱及明白本條款及章則，以及電子理財服務之使用條款及章則，閣下並同意受上述條款及章則及其所有修訂、補充及修改所約束。
- 13.3 本條款及章則將附加於及不損害閣下賬戶及閣下使用本行提供的其他產品及服務的其他條款及章則，上述條款及章則將繼續適用，除非本行另行說明，則作別論。若本條款及章則與該等其他條款及章則有所抵觸或衝突，如有關抵觸或衝突是與電子結單及電子交易通知書服務有關的，應以本條款及章則為準。
- 13.4 閣下必須是網上理財的登記用戶方能使用本服務。
- 13.5 如閣下希望停止收取結單、交易通知書、報告、訊息、紀錄、確認書、收據、認收書、通知及通訊的印本，閣下可按本行不時指定格式的書面通知及／或不時指定的其他方式向本行發出要求。閣下確認及同意當閣下之上述要求一旦獲本行接納後，本行將按其絕對酌情權決定停止向閣下發送結單、交易通知書、報告、訊息、紀錄、確認書、收據、認收書、通知及通訊的印本。
- 13.6 本行可於任何時間不論有否發出通知不時行使其絕對酌情權，按本行認為合適的方式及通訊方法述明、修改、削減或變更本服務的範圍及功能及／或暫停或終止本服務（或其任何部分）而毋須獲得閣下同意。
- 13.7 如閣下希望恢復收取結單、交易通知書、報告、訊息、紀錄、確認書、收據、認收書、通知及通訊的印本，閣下可按本行不時指定格式的書面通知及／或不時指定的其他方式向本行發出要求。閣下確認及同意當閣下之上述要求一旦獲本行接納後，本行將會恢復發送結單、交易通知書、報告、訊息、紀錄、確認書、收據、認收書、通知及通訊的印本往本行紀錄所示閣下在本行最後登記的通訊地址。
- 13.8 若本行暫停或終止本服務（無論怎樣發生），
- (a) 在任何情況下，本行概不為暫停或終止本服務而承擔任何責任或負責；
- (b) 於暫停或終止本服務之前閣下與本行之間已產生的責任及權利，將不會受到損害及影響；及
- (c) 本行會將日後的結單、交易通知書、報告、訊息、紀錄、確認書、收據、認收書、通知及通訊寄往本行紀錄所示閣下在本行最後登記的通訊地址。
- 13.9 本行可不時在本服務內加入與本行的產品及本服務或本行集團內任何公司或特選第三方所提供的產品及本服務有關的市場推廣資料（以下統稱「推廣資料」）。若閣下使用本服務，將構成閣下同意加入及／或收取該等推廣資料。
- 13.10 閣下同意，閣下須自行負責確保閣下的設備或裝置（包括其所載的軟件程式）狀況及運作良好，均可接通、查看、打印及下載電子結單及電子交易通知書，閣下並須負責為閣下的設備或裝置維持保安措施。本行概不為閣下的設備及裝置負責或承擔責任。
- 13.11 根據本服務發送給閣下的電子結單及電子交易通知書，透過網上理財通過互聯網發送之時，應視作已送交予閣下，並只能於本行不時絕對酌情決定的期間內供閣下接通、查看、打印及下載，不論閣下是否已查看及／或儲存亦然。
- 13.12 閣下須自行負責及同意定期查核、開啟、閱讀或查閱及適時仔細覆查所有電子結單及電子交易通知書之內容，如有發現任何錯誤、歧異、未經授權交易或其他不當之處，須儘快通知本行。在不損前文所述的一般原則下，閣下須查核及核實所有電子結單及電子交易通知書之內容是否正確。閣下同意如發現任何錯誤、歧異、未經許可交易或其他不當之處將於結單日期起計的60天內（如電子結單屬卡月結單）或90天內（如屬其他電子結單及電子交易通知書）通知本行；否則，本行毋須任何進一步證據而將視該電子結單及電子交易通知書所載結餘為不可推翻證明，並對閣下具約束力，而本行可免除一切與其有關的申索或要求，不論閣下是否已開啟、閱讀及／或核證有關電子結單及電子交易通知書。
- 13.13 閣下確認及接受在透過接通及使用本服務時通過互聯網使用及傳輸資料之本身存在風險；閣下亦同意採取一切合理切實可行措施，藉以確保及維持閣下的設備及裝置在接通、查看、打印及下載電子結單及電子交易通知書上的安全。
- 13.14 當閣下按第13.5條條款提出的要求並被接納後，本行將可行使其絕對酌情權（但並無責任）決定以電郵方式將通知發送至閣下的電郵地址及／或將通知發送至閣下在本行最後登記的流動電話號碼，藉以通知閣下已通過本服務將最新電子結單及電子交易通知書發送給閣下。閣下同意，在此用途上，該等電郵地址及流動電話號碼均屬準確、有效及最新的地址及號碼。在任何情況下，對於因閣下的電郵地址或流動電話號碼有所變更、失效或由於系統故障而導致閣下無法收到有關通知，本行概不負責。
- 13.15 本行可行使其絕對酌情決定（但並無責任）應閣下要求提供電子結單及電子交易通知書服務所涵蓋電子結單及電子交易通知書的相應結單及交易通知書印本。本行保留基於遵行閣下的要求而向閣下收取本行不時釐定的費用及收費的權利。

- 13.16 閣下保證，基於或有關本服務而向本行提供的所有資料詳情，在所有相關時間均屬完整、準確及最新的資料詳情，並承諾在有關資料詳情（包括但不限於上述電郵地址及閣下基於或有關本服務而向本行提供的流動電話號碼）有所變更時，將會從速通知本行。
- 13.17 本行保留權利，於發出合理通知後，可於任何時間及不時就本服務收取費用。
- 13.18 閣下同意，本行毋須就閣下或任何第三方因以下情況而產生的任何損失、損害或支出而承擔責任或以任何方式負責：
- 由於本行控制範圍以外之情況如電腦、裝置、機器、電訊、電力或網絡的失靈、缺陷、故障、干擾、損壞、電訊或其他第三方服務供應商的作為或不作為而引致本行受干擾、延誤或未能提供或接收、本服務（或其任何部分）或電子結單或電子交易通知書；
 - 任何因閣下使用本服務而對閣下的數據、軟件、電腦、電訊設備或其他設備造成之損失或損害；
 - 任何因閣下或其他人士不當使用或未經授權接通或使用本服務或電子結單或電子交易通知書；及
 - 任何披露、洩露、損失數據、機密資料，惟純粹直接由於本行的疏忽或故意違責所致者則除外。
- 13.19 在適用法律允許的最大範圍內，及不違反準則對有關本行在本條款及章則下提供之服務適用的義務，且在所有戶口及相關服務之條款及章則第2.3條（如適用）的限制下，閣下須就本行因向閣下提供本服務而產生的任何申索、法律程序、訴訟、損失、損害或支出而向本行作出及維持作出彌償，惟純粹直接由於本行疏忽、欺詐或故意違責而產生的損失或損害則除外。

14. 電子支票服務

14.1 電子支票服務條文 - 適用性及定義

- 第14條的條文適用於銀行有關電子支票的服務。第14條的條文補充並構成本條款及章則（即所有戶口及相關服務之條款及章則）之一部分。本條款及章則中適用於實物支票或適用於銀行一般服務的條款及章則，凡內容相關且不與第14條的條文不一致的，將繼續適用於電子支票及銀行的電子支票服務。就電子支票服務而言，若第14條的條文跟本條款及章則的其他條文出現不一致，均以第14條的條文為準。

- 就電子支票服務而言，下列詞語具下列定義：

「匯票條例」指香港法例第19章〈匯票條例〉，可被不時修訂。

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。

「客戶」指銀行向其提供電子支票服務的每位客戶，在上下文允許的情況下，包括獲客戶授權代其行事的任何人士。

「存入途徑」指銀行不時提供用作出示電子支票以求存入的任何途徑。

「電子證書」指由銀行接受的核證機關發出並獲結算所不時為簽發電子支票而承認的證書。

「電子支票」指以電子紀錄（按香港法例第553章〈電子交易條例〉定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。

「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入收款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務戶口」指電子支票存票服務的使用者戶口，每位電子支票存票服務使用者必須先跟結算所登記其使用者戶口方可使用電子支票存票服務出示電子支票以存入收款人戶口，本定義可根據電子支票存票服務條款不時修訂。

「電子支票存票服務條款」指由結算所不時指定的所有條款及細則，以規管由結算所提供的電子支票存票服務及該電子支票存票服務的使用。

「電子支票簽發服務」及「電子支票存入服務」指由銀行不時向客戶分別為簽發電子支票（包括任何有關電子證書的服務）及存入電子支票而提供的服務，而「電子支票服務」則一併指「電子支票簽發服務」及「電子支票存入服務」。

「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時訂定或採用的規則及運作程序。

「收款人銀行」指收款人戶口所在的銀行。

「收款人戶口」就每張使用電子支票存入服務出示以存入的電子支票而言，指該電子支票的收款人在銀行持有的銀行戶口，而該戶口可以是收款人的個人名義戶口或收款人的聯名戶口。

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

14.2 電子支票服務的性質及範圍

- 銀行可酌情決定提供電子支票服務。如銀行向客戶提供電子支票服務，客戶可以簽發電子支票及存入電子支票。為使用電子支票服務，客戶須提供銀行及結算所分別不時要求或指定的資料及文件，並須接受銀行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署銀行不時指定的表格及文件。
- 電子支票簽發服務讓客戶可按下列第14.3條簽發由銀行出票的電子支票。
- 電子支票存入服務讓客戶及其他人士可按下列第14.4條使用結算所提供的電子支票存票服務或使用銀行的存入途徑出示電子支票（不論向客戶及／或收款人戶口的任何其他持有人支付）以存入銀行（作為收款人銀行）。

- (d) 銀行可為其不時指定的任何貨幣（包括港幣、美元或人民幣）簽發的電子支票，提供電子支票服務。
- (e) 銀行有權不時設定或更改使用電子支票服務的條件。該等條件可包括下列各項（或任何一項）：
 - (i) 電子支票服務的服務時間（包括簽發、止付或出示電子支票的截止時間）；
 - (ii) 客戶在任何指定時段可以簽發電子支票的最高總金額或最多支票總數量；及
 - (iii) 客戶須就電子支票服務支付的任何費用及收費。
- (f) 儘管第14條載有任何相反規定，銀行可隨時行使絕對酌情權決定、指定、削減、修訂或更改電子支票服務的範圍及特點，以及／或終止、暫停或更改電子支票服務（或其任何部分），而毋須事先通知客戶，亦不會對客戶或任何人士承擔任何責任或負責。

14.3 電子支票簽發服務

- (a) 電子支票的版式及簽發電子支票的步驟
 - (i) 客戶須按銀行不時指定的步驟及輸入銀行不時指定的資料，並按銀行不時指定的版式及設計規格簽發每張電子支票。客戶不可加入、移除或修改電子支票的內容、版式、設計或影像。
 - (ii) 每張電子支票必須由客戶（作為付款人）及銀行（作為付款人銀行）按銀行設定的次序分別以客戶及銀行的數碼簽署式樣簽署，但如電子支票為銀行本票，則無須由付款人簽署。
 - (iii) 當客戶由聯名戶口簽發電子支票，客戶須自行負責確保該電子支票按聯名戶口持有人不時授權的電子支票簽署安排，由獲授權人士（等）簽署。
 - (iv) 如客戶為公司或任何其他實體，客戶須自行負責確保每張電子支票均按客戶不時授權的電子支票簽署安排，由獲授權人士（等）代表客戶簽署。
- (b) 電子證書
 - (i) 客戶在電子支票上的數碼簽署必須由有效的電子證書產生，該電子證書必須在產生該數碼簽署時有效，並且未過期或被註銷。
 - (ii) 客戶在電子支票上的數碼簽署必須由特定用途電子證書產生，或經銀行特定同意後，由一般用途電子證書產生。
 - (iii) 如銀行同意客戶由一般用途電子證書產生數碼簽署，客戶除須遵守銀行不時訂立的其他條件外，亦須遵從上述第14(b)(i)條維持一般用途電子證書持續有效。
 - (iv) 銀行可酌情決定暫停、停止、改變或取消有關特定用途電子證書的服務。銀行有關特定用途電子證書的服務可包括代客戶申請、持有、維持、更新、註銷及管理特定用途電子證書（或上述任何一項服務）。如銀行提供該等服務，且客戶用特定用途電子證書產生客戶的數碼簽署，客戶應指示及授權銀行：
 - (1) 按銀行不時設定的範圍及方式提供該等服務，這可包括代客戶持有特定用途電子證書及相關密碼匙及／或密碼，及代客戶按客戶不時作出之指示在電子支票上產生客戶的數碼簽署；及
 - (2) 為特定用途電子證書，作出所有需要步驟（包括向發出特定用途電子證書的核證機關提供所有需要的資料及個人資料）。
 - (v) 代客戶申請特定用途電子證書時，銀行有權依賴客戶提供的資料。客戶須自行負責向銀行提供正確及最新的資料。如銀行根據客戶提供的正確或過時資料獲取了特定用途電子證書，客戶仍須受由該電子證書產生的數碼簽署所簽發的任何電子支票約束。
 - (vi) 每張電子證書皆由核證機關發出。就客戶的電子證書，客戶受發出該電子證書的核證機關指定的條款及細則約束。客戶須自行負責履行客戶在該等條款及細則下的責任。
- (c) 向收款人傳送電子支票
 - (i) 當客戶確認簽發電子支票，銀行會產生電子支票檔案。客戶可下載電子支票檔案用以自行傳送予收款人。銀行亦可代客戶向收款人以電子方式傳送電子支票檔案，如銀行有提供此項服務。
 - (ii) 客戶不應向收款人簽發電子支票（或指示銀行代客戶簽發電子支票），除非該收款人同意接受電子支票。客戶須自行負責下列各項事宜：
 - (1) 在向收款人簽發電子支票（或指示銀行代客戶簽發電子支票）前，通知該收款人其可以同意或拒絕接受電子支票；
 - (2) 使用安全電子方式及採取適當電郵加密及其他保安措施傳送電子支票檔案；及
 - (3) 向銀行提供收款人的正確及最新的聯絡資料，讓銀行代客戶以電子方式向收款人傳送電子支票檔案，如銀行有提供此項服務。
 - (iii) 電子支票檔案於銀行以電子方式按客戶向銀行提供的收款人的聯絡資料向收款人傳送後，即被認為已經送達至收款人。銀行無責任核實收款人是否實際收到該電子支票檔案。不論該電子支票檔案由客戶或銀行傳送，銀行建議客戶跟收款人查明其是否已實際收到該電子支票檔案。
- (d) 豁免出示要求

每張電子支票的出示只須按業界規則及程序以電子紀錄形式傳送。銀行有權支付每張以該方法出示其電子紀錄的電子支票，而無須要求任何其他的出示形式。在不減低上列第14.3(a)(i)條及下列第14.5(a)及14.5(b)條的效果的情況下，客戶明確接受不時在每張電子支票上列明的出示要求豁免。

14.4 電子支票存入服務

- (a) 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或銀行的存入途徑，出示電子支票以存入銀行（作為收款人銀行）。
- (b) 電子支票存票服務

- (i) 電子支票存票服務由結算所提供。就客戶使用電子支票存票服務，客戶受電子支票存票服務條款約束。客戶須自行負責履行電子支票存票服務條款下的責任。
- (ii) 為使用電子支票存票服務，電子支票存票服務條款要求客戶登記電子支票存票服務戶口連同一個或多個受款人戶口，以供出示電子支票。電子支票存票服務條款容許客戶以客戶同名戶口或客戶同名戶口以外的其他戶口作為受款人戶口登記連同電子支票存票服務戶口。客戶須就客戶或任何其他人士使用客戶的電子支票存票服務戶口出示的所有電子支票負責（包括任何向客戶同名戶口以外的受款人戶口出示的電子支票）。
- (iii) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。銀行可以（但無責任）向客戶提供合理協助。尤其是因銀行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如客戶要求，銀行可以（但無責任）提供使用客戶電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、受款人姓名及任何其他銀行同意提供有關該電子支票的資料。
- (iv) 銀行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的表述或保證。除非電子支票存票服務條款另有指明，客戶須承擔有關使用電子支票存票服務的責任及風險。客戶或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責。

(c) 銀行的存入途徑

銀行可不時(i)指定、更改、取消或終止可用的存入途徑；或(ii)指定、變更、更改或修訂任何有關使用存入途徑的條款，而無須先行通知。

14.5 電子支票的處理、相關風險及銀行的責任

(a) 電子支票的處理

客戶明白銀行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算由客戶簽發或向客戶簽發的電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，銀行有權以下列方法為客戶支付或收取電子支票：

- (i) 客戶向銀行出示任何向銀行簽發的電子支票時，按業界規則及程序支付該電子支票；及
- (ii) 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，以收取款項。

(b) 銀行責任的限制

在不減低本條款及章則的效果下：

- (i) 客戶或任何其他人士因使用電子支票服務，或客戶或任何其他人士簽發的電子支票，或通過銀行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見，並直接且完全由於銀行或銀行人員、僱員或代理的疏忽或故意失責導致；
- (ii) 為求清晰，現明確如下，客戶或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，銀行無須負責：
 - (1) 客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - (2) 客戶未遵守有關電子支票服務的責任，包括客戶提防未獲授權人士簽發電子支票的責任；
 - (3) 按業界規則及程序出示由客戶簽發或向客戶簽發的任何電子支票，而無須顧及匯票條例的條文；及
 - (4) 任何由於或歸因於銀行可合理控制情況以外的原因導致未能提供或延遲提供電子支票服務，或導致電子支票服務的任何錯誤或中斷；
 - (5) 錯誤使用、未經授權獲得或使用電子支票服務；
 - (6) 銀行無法偵測重複提交的電子支票，並兌現該電子支票，惟直接及完全因銀行疏忽或故意失責所引致者除外；
 - (7) 披露、洩露或遺失任何資料或機密資料，惟直接及完全因銀行疏忽或故意失責所引致者除外；
 - (8) 銀行終止、暫停或更改電子支票服務(或其任何部分)；及

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

(c) 客戶的確認及彌償

- (i) 客戶須接受銀行及結算所分別就電子支票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，承擔簽發及存入電子支票的風險及責任。
- (ii) 在不減低客戶在本條款及章則提供的任何彌償或於銀行享有的任何其他權利或補償的情況下，銀行及銀行人員、僱員及代理（或任何一人）有關或因銀行提供電子支票服務或客戶使用電子支票服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及銀行及銀行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使銀行及銀行人員、僱員及代理（或任何一人）免受損失。
- (iii) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見，並直接且完全因銀行或銀行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- (iv) 上述彌償在電子支票服務終止後繼續有效。

15. 電子證書服務 - 「登記人條款及細則」

以下的「登記人條款及細則」適用於電子證書服務。登記人必須閱讀及明白本「登記人條款及細則」。登記人經華僑永亨銀行有限公司（以下簡稱「銀行」）向電證服務有限公司（以下簡稱「電證服務」）申請公開密碼匙電子證書（即智尊證書）（以下稱作「電子證書」），登記人同意受不時修訂及補充的本「登記人條款及細則」所約束。

15.1 條款及細則

- (a) 電證服務「通用」核證作業準則及其不時修訂及補充之條款及細則（以下簡稱「核證作業準則」）、「華僑永亨銀行有限公司電子證書政策」（以下簡稱「銀行電子證書政策」）及其不時修訂及補充之條款及細則闡述使用經銀行申請電證服務「通用」PKI層級發放電子證書時應遵循的準則及程序，並構成本「登記人條款及細則」之一部分，及就所有目的而言被視為併入「登記人條款及細則」，並對登記人有約束性。假若本「登記人條款及細則」與「銀行電子證書政策」及/或「核證作業準則」有任何不一致，則須以本「登記人條款及細則」為準。「銀行電子證書政策」及「核證作業準則」可在電證服務網頁：<http://www.dg-sign.com>瀏覽及在電證服務的辦事處索閱。
- (b) 銀行及電證服務保留隨時修訂或補充「銀行電子證書政策」及「核證作業準則」條款及細則的權利，而事前無須通知登記人。登記人同意並承諾定期閱讀「銀行電子證書政策」及「核證作業準則」，同時留意及遵守不時作出的修訂或補充。

15.2 保密匙及有關電子證書之使用

登記人使用經銀行交予由電證服務向登記人印發及發出的保密匙、密碼函、任何其他安全令牌（「安全令牌」）及有關電子證書，即表示登記人向銀行及電證服務承認及同意：

- (a) 登記人接受上述之保密匙、任何其他安全令牌及有關電子證書；
- (b) 受不時修訂之「登記人條款及細則」（包括但不限於「銀行電子證書政策」及「核證作業準則」之條款及細則）內所指之義務及責任之持續約束。在不影響上述一般性的情況下，登記人同意遵守及執行「銀行電子證書政策」2.1.4及2.1.5項所列之「登記人義務」及「倚據人士義務」及所有其他列於「銀行電子證書政策」及「核證作業準則」內適用於登記人的義務（不論是作為「銀行電子證書政策」內所指之登記人或倚據人士或兩者皆是），並促使授權使用者遵守及執行所有列於「銀行電子證書政策」及「核證作業準則」內關於使用及保護保密匙、任何其他安全令牌及有關電子證書的條款及細則；
- (c) 登記人使用上述保密匙、任何其他安全令牌及有關電子證書須自行承擔風險，除「銀行電子證書政策」或「核證作業準則」另行明確規定外，電證服務無須就任何人（包括登記人）因上述保密匙、任何其他安全令牌及有關電子證書的使用，及/或透過使用保密匙、任何其他安全令牌及有關電子證書而採納或簽署的任何傳遞資訊、訊息或合約的內容所招致或遭受的任何損失或損害而負責；
- (d) 儘管本「登記人條款及細則」、「銀行電子證書政策」或「核證作業準則」的條款及細則另有所載，登記人使用保密匙、任何其他安全令牌及有關電子證書須自行承擔風險。銀行無須就登記人、任何使用者或任何人因使用電子證書服務、任何保密匙、任何其他安全令牌或有關電子證書，及/或透過使用任何保密匙、任何其他安全令牌及有關電子證書而採納進行或簽署的任何傳遞資訊、訊息、任何交易或合約的內容所招致或遭受的任何損失或損害而負責；
- (e) 除「銀行電子證書政策」或「核證作業準則」另行明確規定外，電證服務並未就保密匙、任何其他安全令牌及有關電子證書作出任何隱含或明示的聲明及保證；
- (f) 電子證書服務申請下而被發出之電子證書是不受《電子交易條例》（第553章）及《2004年電子交易（修訂）條例》所承認的；
- (g) 儘管「銀行電子證書政策」及「核證作業準則」的條款及細則另有所載（不論隱含或明示），銀行並未就電子證書服務、保密匙（及/或任何其他安全令牌）及/或有關電子證書作出任何隱含或明示的聲明及保證。在不影響上述一般性的情況下，銀行不保證保密匙、任何其他安全令牌及/或有關電子證書在操作時會穩妥或不會發生故障，不受干擾或無差錯，或可適合任何指定用途；亦不保證利用電子證書、保密匙（及/或任何其他安全令牌）傳遞訊息和數據時會安全地傳遞、沒有洩漏或披露給非意料中之接收者、沒有損失或被濫用。在不影響上述 2.1 (c) 及 (d) 的情況下，銀行及電證服務不會就任何因使用保密匙或任何其他安全令牌（不論是取得登記人之許可與否）所產生之任何故障、干擾、差錯或任何洩漏、披露、損失或訊息和數據之濫用（不論是與登記者、使用者或任何其他方第三相關與否）而負責；
- (h) 電證服務向登記人發出之電子證書將發佈於電子核證服務有限公司的電子證書目錄；
- (i) 銀行及電證服務各保留絕對的權利拒絕登記人的申請，而且無須給予任何理由。
- (j) 在不影響任何「銀行電子證書政策」及「核證作業準則」條款及細則之情況下，接受須穩妥保存，並採取一切必要的預防措施以保護保密匙及有關電子證書的責任，包括但不只限於不允許授權使用者以外的人仕使用登記人的保密匙、任何其他安全令牌及有關電子證書；
- (k) 在不影響任何「核證作業準則」及「銀行電子證書政策」條款及細則之情況下，若登記人的保密匙或任何其他安全令牌或有關電子證書遺失或外洩或懷疑遺失或外洩，登記人須立即通知銀行、電證服務及其他倚據人士（按照「銀行電子證書政策」的定義）（「倚據人士」）或其他登記人曾使用該保密匙或任何其他安全令牌及/或有關電子證書與其交換資訊及/或執行交易的第三方人士；
- (l) 在絕對合法及嚴格遵照「銀行電子證書政策」及「核證作業準則」條款及細則的情況下使用保密匙、任何其他安全令牌及有關電子證書，及純粹就銀行提供的服務而使用，而不會在銀行不授權的情況下使用；並確保上述使用不會侵犯任何第三方之權利；
- (m) 維護及保護保密匙、任何其他安全令牌及有關電子證書為防任何損失、被盜竊、被濫用、不當使用、損壞或外洩及保護其機密性；
- (n) 遵守由電證服務及/或銀行不時發出之通告、指引及手冊；及
- (o) 銀行得隨時在沒有通知及不給予任何原因的情況下，暫時吊銷或終止電子證書服務，及/或修訂、補充或修改任何於「登記人條款及細則」內之條款及細則。

15.3 登記人之聲明、保證及承諾

鑒於銀行處理及電證服務考慮登記人保密匙、任何其他安全令牌及有關電子證書之申請，登記人向銀行及電證服務聲明、保證及承諾：

- (a) 登記人向銀行及/或電證服務提供之所有申請相關資料（包括但不只限於在相關申請表上的資料）均屬真實、完整及準確；
- (b) 若登記人提供的資料有任何更改，登記人將在可行情況下儘快通知銀行及電證服務；及
- (c) 登記人已閱讀及明白本「登記人條款及細則」，包括但不只於「銀行電子證書政策」及「核證作業準則」。

15.4 登記人之彌償保證

- (a) 在無損登記人於「銀行電子證書政策」及「核證作業準則」給予電證服務的其他彌償保證並除登記人於「銀行電子證書政策」及「核證作業準則」給予電證服務的其他彌償保證外，若因登記人在保護其保密匙、任何其他安全令牌及有關電子證書的安全及完整方面有故意失責或疏忽，或有任何違反或不遵守或不遵從本「登記人條款及細則」包括但不只限於「銀行電子證書政策」及/或「核證作業準則」的情況，導致任何人提出法律行動、訴訟或法律程序或引起任何損失或損害，登記人須全數承擔及彌償電證服務，並使電證服務免于受損；
- (b) 若銀行、銀行管理人員、其董事及職員因以下情況的發生而帶來或威脅會被帶來或產生或蒙受任何法律行動、訴訟或法律程序、判決、要求、損失、損害、費用（包括但不只限於法律費用）及任何性質的支出、登記人承諾在銀行、銀行管理人員、其董事及職員的要求下免于其受損及對全數承擔：
 - (i) 以任何形式使用或濫用電子證書服務、保密匙、任何其他安全令牌及/或有關電子證書的使用（不論是取得登記人之許可與否）；
 - (ii) 登記人、任何保密匙、任何其他安全令牌及/或有關電子證書使用者或倚據人士有任何違反或不遵守或不執行任何「登記人條款及細則」，包括但不只於「銀行電子證書政策」及「核證作業準則」之條款及細則；
 - (iii) 登記人或任何保密匙、任何其他安全令牌及/或有關電子證書的使用者（不論是取得登記人之許可與否）或任何倚據人士作出之任何行為、過錯、行為不當、遺漏、疏忽，欺詐或欺騙或其他不誠實的行為；
 - (iv) 因登記人或任何使用者（不論是取得登記人之許可與否）在保護其保密匙、任何其他安全令牌及有關電子證書的安全及完整方面有失責或疏忽；
 - (v) 因使用保密匙、任何其他安全令牌及有關電子證書而令第三者的權利被侵犯或被威脅侵犯（不論是取得登記人之許可與否）；
 - (vi) 本文所載之任何聲明或保證變為不真實、不正確或誤導；及/或
 - (vii) 銀行因上述 15.4 (b) (i) 至 15.4 (b) (vi) 而須對電證服務作出之任何彌償或其他損害。

15.5 電子證書續期

- (a) 銀行不會向登記人發出有關登記人電子證書續期的通知。若銀行在電子證書過期之前30天並未收到登記人書面反對續期，則該電子證書會自動續期。
- (b) 新申請及已續期電子證書的使用期均為三年。
- (c) 續期後或續期後不久，將向登記人的授權使用者發給新電子證書以取代過期證書。

15.6 費用

- (a) 銀行可以其認為合適的途徑通知登記人後不時更改費用及收費。已繳付的費用及收費將在登記人的帳目表或存摺上列明，不會另行發出獨立通知書。已繳費用及收費一律不可退還。
- (b) 登記人同意向銀行支付就新申請及續期之電子證書收取之費用。銀行保留權利修改，上調及調整有關費用及收費。登記人指定的結算戶口將作費用及收費結算之用。

15.7 電子證書之撤銷

- (a) 登記人應提前七天向銀行發出通知撤銷未過期的電子證書。
- (b) 在無損電證服務及銀行各自的權利根據「銀行電子證書政策」及/或「核證作業準則」所載的條款以暫停、取消或終止有關電子證書並除電證服務及銀行各自的權利根據「銀行電子證書政策」及/或「核證作業準則」所載的條款去暫時吊銷、取消或終止登記人的電子證書外，若銀行因任何原因停止提供登記人藉保密匙（及任何其他安全令牌）及有關電子證書使用的銀行服務，登記人須同意並不可撤銷地授權銀行立即終止電子證書服務、保密匙、任何其他安全令牌及有關電子證書。任何就保密匙（及任何其他安全令牌）及有關電子證書已繳付的費用或收費均不予退還。
- (c) 登記人承諾當發現任何列於「銀行電子證書政策」及/或「核證作業準則」，包括但不只限於「銀行電子證書政策」4.4.3(b)內關於銀行有權撤銷電子證書的事件發生，當立即通知銀行。

15.8 司法管轄權

本登記人條款及細則受中華人民共和國香港特別行政區（「香港」）法律管轄並按其解釋。登記人特此無條件及不可撤銷地服從香港法院的非專屬管轄權。

附件 III：自動櫃員機卡服務

銀行依照下列條款向客戶發出自動櫃員機卡。

1. 服務範圍

- 1.1 自動櫃員機卡可在設置於銀行不時宣佈之地區(不論在香港以內或以外)之自動櫃員機及其他終端機上使用銀行不時宣佈之服務。銀行保留權利此後隨時完全絕對酌情增加、取消及/或更改自動櫃員機卡可使用之任何服務，而毋須事前給予通知或理由。
- 1.2 在任何營業日(不包括星期六)於銀行之截止時間(現時訂明為香港時間下午8時)後使用自動櫃員機卡發出或執行之指示或交易，可由銀行絕對酌情決定視為在下一個營業日(不包括星期六)生效；銀行保留權利更改截止時間，毋須事先通知客戶。

2. 物權

自動櫃員機卡時刻屬銀行所有，不論銀行有否事先給予客戶通知或理由，客戶亦必須應銀行要求即時將自動櫃員機卡交回銀行。

3. 不得轉讓

自動櫃員機卡僅供客戶使用，不得轉讓。當客戶不再需要自動櫃員機服務或終止有關戶口時，客戶須把自動櫃員機卡歸還銀行以作註銷。

4. 密碼

為使用自動櫃員機卡而發給客戶的密碼及客戶為用作替代之任何號碼，均須絕對保密。客戶(不論自願與否)在任何情況下均不得以何方式向第三者披露其密碼。客戶須採取一切合理的步驟去保管自動櫃員機卡及把密碼保密以防止欺詐或不當使用，尤其，客戶應把印有密碼之正本文件銷毀、不應允許別人使用自動櫃員機卡及/或密碼、不應將密碼寫在自動櫃員機卡或任何經常與自動櫃員機卡一起存放或靠近存放之物件上、不應寫下或記錄密碼而不加掩藏、應採取其他合理的步驟去保管自動櫃員機卡及把密碼保密以防止欺詐或不當使用；及按附件III所列明之方法報告自動櫃員機卡之遺失或被竊或密碼之不當使用。

若沒有遵守以上列明之保護措施，客戶將被視為疏忽。

若客戶有欺詐行為、疏忽或於第10條所載之任何事件發生後未有按第10條的規定在合理切實可行的時間內盡快通知銀行或未有遵行本條款，則凡涉及任何人使用自動櫃員機卡進行的交易，無論是否已獲客戶授權，客戶均須負責。

5. 款項不足

持卡人必須在有關之戶口內有足夠款項，方可使用自動櫃員機卡提款或轉賬。如在戶口內沒有足夠款項之情況下提款或轉賬，該戶口持有人須應銀行要求償還相當於該提款或轉賬款額之款項，並按銀行向透支戶口收取之利率及方式支付利息。本條不得理解為向銀行施加任何責任以令銀行准許任何戶口(等)被透支或過度轉賬。

6. 聯名卡戶口

客戶若由多於一人組成，則各個及每一位戶口持有人均須共同及各別地負責所有涉及使用該自動櫃員機卡之交易。同時，各個及每一位戶口持有人將共同及各別地受本條款及章則所約束。

7. 交易紀錄

除非證實屬於明顯錯誤或遺漏，否則有關涉及使用自動櫃員機卡之任何提款、存款、轉賬、付款及/或交易的銀行紀錄，在各方面均不得推翻，並對客戶具有約束力。

8. 卡之使用-存款

除非銀行另有宣佈，否則客戶祇可在銀行不時宣佈之地區內之自動櫃員機及/或其他由銀行安裝及管理之裝置或終端機，透過使用自動櫃員機卡存入由銀行不時通知的貨幣單位之現金及/或支票，但客戶亦同意：

- (a) 存入的現金須經銀行點核後(該點核工作可能不會在存款當日進行)，方視為被銀行收妥，並記入客戶的戶口。在客戶的戶口尚未按上述情況記入存款前，客戶不得提取或動用該款項。
- (b) 存入之支票，銀行以代收方式處理，票款須待支票妥為交換後，始可被記入客戶的戶口及被提取或轉賬。
- (c) 自動櫃員機及/或其他裝置或終端機向客戶所發出有關該等存款之通知書(如有)，僅表示客戶曾擬使用自動櫃員機卡透過該自動櫃員機、裝置或終端機存款，在任何情況下銀行將不會受該等通知書之真確性所約束。
- (d) 客戶特此進一步同意就銀行由於或有關客戶在自動櫃員機及/或銀行安裝及管理之其他裝置或終端機透過使用自動櫃員機卡向銀行存款而可能合理地蒙受或招致的任何起訴、訴訟、損失、申索、損害及索求向銀行作出彌償及保持銀行獲十足彌償(可合理地預見及純粹及直接因銀行、其代理、職員或僱員的故意違責或疏忽所致者，則屬例外)。

9. 提款/轉賬/其他支取

客戶特此不可撤銷地授權銀行(可毋須事先通知客戶)，於客戶在銀行開立的戶口中支取任何涉及在自動櫃員機或其他終端機(視屬何情況而定)使用自動櫃員機卡進行的任何提款、轉賬、付款及/或交易的款項(不論客戶是否得知或是否已授權進行該等提款、轉賬、付款及/或交易)，並受第10項條款所限制。

以港幣以外之其他貨幣所進行的交易將以銀行認為適合之方式及按銀行決定之兌換率(毋須得到客戶同意或通知客戶)，兌換為該種貨幣、等價之港元或其他貨幣(由銀行絕對酌情決定)，並加上交易當日之外幣兌換行政費用(如有)，才進行結算及從客戶之戶口支取。對於透過在銀行不時宣佈之地區內的自動櫃員機或其他終端機所進行的每項現金提款，銀行將收取手續費。

10. 遺失自動櫃員機卡/密碼

自動櫃員機卡/密碼如有遺失、被竊或遭披露，客戶須在合理地切實可行的時間內盡快以書面方式或通過銀行指定並已通知客戶的其他方法將該遺失、被竊或遭披露的情況通知銀行。所有涉及銀行實際收訖該書面通知之前任何人使用自動櫃員機卡/密碼的交易，無論是否已獲客戶授權，持卡人均須負全責。

如有補發新卡，銀行有權為此收取費用，並從客戶的戶口支取。

11. 交卡風險

有關自動櫃員機卡及有關之密碼發給及交付予客戶之風險，概由客戶承擔。但在不抵觸第4條的情況下，如客戶並無收到自動櫃員機卡，則毋須負責因自動櫃員機卡被不當使用而在客戶的戶口錯誤地收取的款項及其利息。

12. 申請支票簿

客戶可在自動櫃員機透過使用自動櫃員機卡申請其往來戶口之支票簿，而該申請與客戶遞交已填妥及簽署銀行指定之支票簿申請書具有同樣效力。

13. 責任

除可合理地預見及純粹及直接因銀行的故意違責或疏忽所引致者外，銀行及/或任何其他機構均毋須負責任何直接或間接地由於或有關使用自動櫃員機卡所致之損失及所有後果(包括但不限於自動櫃員機卡或任何自動櫃員機或其他終端機之故障或失靈，不論其是否由銀行、任何其他機構、實體、人士或公司所安裝或擁有)。

14. 使用自動櫃員機卡之限制

儘管附件III另有所載，銀行有絕對酌情權對自動櫃員機卡之使用(不論在金額或其他方面)施加任何限制及/或拒絕受理任何客戶透過自動櫃員機或其他終端機傳送之指示及隨時及不時要求客戶歸還自動櫃員機卡。銀行亦可不時為遵守任何相關之主管當局或政府機構、交易所或組織(不論是香港以內或以外)不時頒佈之任何適用法律、規則、規例、指引、通告或限制等及銀行當其時之內部政策而完全及絕對酌情施加任何限制。

15. 費用

銀行保留對自動櫃員機卡的使用絕對酌情收取費用之一切權利。該費用須按銀行不時決定之收費及時段收取及以銀行認為適合之方式向客戶宣佈，並不論客戶或銀行提早註銷自動櫃員機卡，該費用亦不會退回予客戶。客戶同意及授權銀行不時從其戶口支取該等收費或費用。

16. 戶口資料之披露

客戶同意銀行毋須通知或取得客戶之同意，向(a)其任何之辦事處及分行等；(b)其任何之母公司、子公司、附屬公司或聯營公司；(c)任何以其僱員或代理人身份在其授權下行事之人士；(d)任何網絡內之成員銀行；(e)其他終端機之營運者；(f)結算機構及當局；及(g)任何其他人士或機構，披露銀行認為有需要或合適的該等由於或有關於使用自動櫃員機卡、自動櫃員機及其他終端機所涉及的客戶戶口之資料。

17. 免責

銀行對任何商號或店舖之行為或不作為(包括但不限於拒絕承付或接受使用自動櫃員機卡、有關使用自動櫃員機卡之任何陳述或其他通訊或任何爭議、所提供之貨品或服務之任何缺陷或不足)概不負上任何責任。客戶須直接處理或解決其與該等商號或店舖的索償或爭議，而該等索償或爭議不會令致客戶有權撤回或更改任何已達成之轉賬或付款，或向銀行作出抵消或反索償。

18. 終止自動櫃員機卡之權利

銀行保留權利透過撤回自動櫃員機卡或藉此所提供的服務或拒絕更新自動櫃員機卡(毋須給予理由，亦毋須事先通知客戶)，而隨時絕對酌情終止其與客戶之協議。當銀行或代表銀行之任何其他人士撤回自動櫃員機卡或發出其註銷之通知時，自動櫃員機卡將自動失效。

19. 跨行轉賬服務

“跨行轉賬”為自動櫃員機卡服務之一。該項服務使客戶能經貼有“跨行轉賬”標誌之任何自動櫃員機，在其戶口及由其他銀聯通寶有限公司(「銀通」)之成員銀行之戶口間進行轉賬。

19.1 銀行將於收到客戶之跨行轉賬指示後即時於客戶之戶口內扣除有關款項。

19.2 由於收款銀行可能因任何理由，在不同時間將收到之款項存入收款人戶口，銀行將不會就轉賬款項實際存入收款人戶口之時間負上責任。

19.3 銀行在任何情況下均不會負責追回已付予收款銀行之任何款項；及若收款銀行因任何原因未能付款予收款人，銀行將不會負責。

19.4 客戶在確認轉賬至第三者戶口附帶風險之同時亦同意如銀行並無疏忽或故意失當或欺詐，則對於任何在轉賬款項過程中之延誤及/或不能轉賬或錯誤，銀行均無須向客戶負上責任。

19.5 倘收款銀行於客戶付款之前未能完成同業結算，銀行將不會完成有關付款及會將已在客戶的戶口被扣除之有關付款退還予客戶。

19.6 由付款銀行經其自動櫃員機轉賬至客戶戶口之款項將按銀行當其時訂定之常規存入客戶之戶口內；該常規可由銀行完全酌情訂定。

19.7 倘付款銀行因任何理由未能付款予銀行，則銀行保留隨時從客戶戶口內扣除已存入款項之權利。

附件 IV：匯款服務

1. 匯款

客戶將獨自承擔匯款之風險。客戶以委托人身份作此委托。銀行對任何人(包括匯款人)不承擔任何義務。香港特別行政區法律適用於銀行與客戶之間的關係。銀行對匯款之唯一義務是在於預備給予同業或代理人之適當指示時及發出該指示時根據其一般習慣施以合理的謹慎。

2. 收費和費用

銀行可以用文字、密碼或其他方法或媒介、或透過任何同業、代理人及結算系統發出電匯。所有由於通知客戶(按其要求)有關匯款情況而引起之費用，將由客戶支付。

3. 付款貨幣

除非另有書面指示，匯款將以付款國的貨幣匯出。無論客戶有任何指示，交付予收款人之貨幣將視乎當地法律和習慣及有關同業之政策而定。

4. 匯率

除非雙方已同意一已確定之匯率，銀行得以臨時匯率辦理兌匯，並在確知實際匯率時作調整。任何臨時匯率與實際匯率間之差額，將在客戶賬戶中扣除或歸還(視當時情況而定)。

5. 匯款往指定以外的地點

如銀行認為操作程序有需要，銀行可以將匯款於客戶所指定地點以外之不同地點交付。

6. 無全數收到保證

銀行不能保證收款人可以全數收到匯款而沒有被除銀行以外任何人扣除費用。銀行將不會因此而承擔任何責任，亦不會由於匯款被當地法律所凍結或封鎖而導致不能送達收款人而承擔任何責任。

7. 退匯

匯款之退匯需待銀行從其同業收回有關款項後方會辦理。銀行可以採用在退匯時銀行買入有關外幣匯價折算並扣除銀行及其同業及代理人所引致之全部費用後以港幣退匯。

8. 法律責任及賠償限制

8.1 銀行對下列情況均毋須承擔任何責任：

- (a) 由於訊息傳遞或由於任何人之誤解所引致的任何遺失、毀壞、錯誤、遺漏或延誤；
- (b) 在擊誠執行客戶指示過程中之任何行為或遺漏；
- (c) 銀行之同業或代理人之任何行為或遺漏或任何影響到銀行之同業或代理人之無力償債、破產、清盤、接管或類似之訴訟；
- (d) 銀行所不能合理控制之行為或事件；

亦無責任通知客戶：

- (e) 在收款國所實施之任何外匯管制或其他限制。銀行亦毋須對任何由此而引致的損失或延誤而承擔責任；
- (f) 海外銀行，同業或代理人所收取之費用。

8.2 如匯款申請書中，資料不完整或不清晰或申請不符合香港金融管理局或有關結算銀行之不時規定，銀行有權不處理有關匯款。除純粹及直接由銀行或銀行職員在受僱工作期間的疏忽或故意錯失所引起的合理地可預見及直接損失或損害外，銀行對以下情況亦毋須承擔任何責任：

- (a) 任何導致匯款未能處理或延誤；及
- (b) 任何交付或通知交付之延誤。

9. 其他

9.1 銀行將會以其一般習慣處理匯款申請，而不保證實際向同業發出指示的時間，亦不因此而承擔任何責任。在不影響上述之情況下，有指定日期之匯款會受到有關截數時間所限制。

9.2 即使如果客戶所指定之戶口之持有人與收款人不相符，匯款仍會交付予該指定的戶口，而客戶不能因此向銀行、其同業或代理人追討責任。若客戶只提供收款人的姓名而沒有戶口號碼，銀行將不會因匯款交付予同名之收款人但非客戶原意所指之收款人而承擔任何責任。

10. 客戶確認和同意

10.1 如因匯款或執行匯款的過程中或任何與匯款有關的程序或行為直接或間接涉及或使用由香港銀行同業結算有限公司所設立的結算系統，客戶茲：

- (a) 確認有關貨幣結算系統的使用或運作必須符合該等貨幣適用之結算所規則和當中提述和不時更新的運作程序；
 - (b) 同意香港金融管理局或其他有關機構將不會對客戶在任何情況下導致的損失、損害或支出負上任何責任。
- 10.2 客戶知悉並同意為了遵守財務行動特別組織打擊清洗黑錢及恐怖分子資金籌集及其他監管機構有關的要求，銀行可在匯款信息內列明客戶和受益人的所需資料(包括但不限於姓名、戶口號碼、地址、身份證號碼、客戶識別號碼和出生日期和地點)及/或向有關當局和/或金融機構披露上述資料。

附件 V：跨境貿易人民幣結算服務

1. 適用條款及章則

跨境貿易人民幣結算服務（定義見下文）及所有相關的人民幣存款賬戶及服務均受以下內容規限：(i) 本文所載的條款及章則（「本RMBTS條款及章則」）；(ii) 不時生效的所有戶口及相關服務的條款及章則；及(iii) 有關協議、提供貸款通知書、開戶文件及其他文件中的所有其他條款及章則，而該等協議、提供貸款通知書、開戶文件及其他文件分別適用於在人民幣跨境貿易結算服務之下提供或涉及的服務和貸款。如在本RMBTS條款及章則、所有戶口及相關服務的條款及章則與上述(iii)中提及的其他條款及章則之間出現任何衝突或抵觸的情況下，則該有關衝突或抵觸須以本RMBTS條款及章則為準。

2. 釋義及解釋

(a) 除文義另有規定者外，本RMBTS條款及章則中使用的語句具有以下含義：

「本行」	指華僑永亨銀行有限公司及其繼承人與受讓人，包括其位於任何地方的所有分行及辦事處；
「TSE」	指位於內地之外的香港或其他認可地區並根據內地有關當局發佈的《跨境貿易人民幣結算試點管理辦法》（試點計劃），與內地進行的貿易中使用人民幣作為結算貨幣的企業；
「人民幣」或「元」	人民幣（“人民幣”）或元（“元”） 指現時內地的法定貨幣；
「存款服務」	指就人民幣貿易結算，人民幣鈔票、人民幣匯兌資金、自貿易賺取的人民幣資金，及與人民幣債券轉讓和還本付息有關的人民幣資金而言，由本行向TSE提供的開立人民幣賬戶和接受人民幣存款服務；
「匯兌服務」	指由本行向為進行跨境貿易結算而在本行開立及維持人民幣存款賬戶的TSE提供的 港元（“港元”） 或其他貨幣與人民幣之間的雙向匯兌服務；
「匯款服務」	指由本行向為進行跨境貿易結算而在本行開立及維持人民幣存款賬戶的TSE提供的香港或其他地區與內地之間的人民幣匯款服務；
「人民幣支票」	指在香港擁有人民幣存款賬戶的TSE發行的票據，該票據指示本行作為開戶行見票即向收款人支付確定金額的人民幣；
「人民幣債券」	指內地金融機構根據有關法律在香港發行以人民幣為計值，為期為一年或以上，並按約定支付本金及利息的債券；
「跨境貿易人民幣結算服務」	指本RMBTS條款及章則中具體描述的存款服務、匯兌服務、匯款服務、人民幣支票服務及貿易融資服務；
「貿易融資服務」	指本行向TSE提供其跟內地跨境貿易試點企業進行跨境貿易的人民幣貿易融資的貸款和服務；
「內地」	指中華人民共和國；
「跨境貿易試點企業」	指經內地有關當局批准成為試點計劃中跨境貿易試點企業的內地企業；及
「香港」	指中華人民共和國香港特別行政區。

(b) 各條款的標題不應影響對本RMBTS條款及章則的解釋。文中對單數的提述應（如文義如此要求）視為包括複數，反之亦然；對任何人士的提述應包括對個人、商號、法人團體或非法人團體。

3. 範圍及資格

(a) 跨境貿易人民幣結算服務僅適用於已經有關內地當局批准可於選定內地城市內與跨境貿易試點企業進行人民幣跨境貿易結算的TSE客戶。本行對有關跨境貿易人民幣結算服務的客戶就其資格及其貿易交易的所有疑問或爭議保留最終決定權（有關決定為最終決定且對客戶具約束力）。

(b) 跨境貿易人民幣結算服務的範圍及資格要求受以下內容規限：有關當局發佈或頒佈的跨境貿易人民幣結算試點計劃相關規則；本行分別與香港結算銀行及內地的國內代理銀行簽立的各項協議；及香港與內地有關政府及規管當局不時發佈或頒佈的管限人民幣跨境貿易結算的所有命令、法律、規則、規例、限制、指示、指引、通知、建議（無論是否具有法律效力）（包括但不限於不時就該等文件作出的所有修訂及增補內容）（統稱「**適用規例**」）及不時適用於跨境貿易人民幣結算服務的本行所有條款及章則。

(c) 按照本行與香港結算銀行及內地的國內代理銀行訂立的協議及適用規例，本行保留隨時及不時調整、修改、增補或以其他方式變更適用於跨境貿易人民幣結算服務的任何條款及章則（或其任何部份內容）的權利。

4. 存款服務

(a) 除本行按其全權酌情決定權不時另行規定者外，客戶須就任何及全部跨境貿易人民幣結算服務開立及維持特定用作接收由相關跨境貿易試點企業匯出自跨境貿易賺取的人民幣資金；及特定用作進行人民幣貿易結算而直接支付予有關跨境貿易試點企業，及／或就客戶認購或購買人民幣債券而向有關發債機構付款的人民幣存款賬戶（「**人民幣貿易結算賬戶**」指其中一個或所有存款賬戶如多過一個存款賬戶）。

(b) 人民幣貿易結算賬戶僅能由客戶用於第4(a)條分別列明的目的或本行不時規定或允許的有關目的。

(c) 除非得本行另行同意，否則不得向人民幣貿易結算賬戶存款或從中轉賬或提款，但就上文第4(a)條所述之目的除外，且最高金額只達到實際貿易交易金額及／或認購或購買人民幣債券的金額。

- (d) 從人民幣貿易結算賬戶中提取人民幣資金受制於有關貨幣的可供使用情況。本行保留以其他貨幣支付予客戶的權利（如有必要）。
- (e) 客戶需確保人民幣貿易結算賬戶中累積的人民幣資金總額無論何時均不應超出本行釐定（該釐定為最終及不可推翻的，且對客戶具約束力）的跨境貿易結算及／或購買人民幣債券所需的必要金額。
- (f) 就跨境貿易人民幣結算服務而言，本行現有的香港指定商戶（由本行全權絕對酌情批准）將被要求以TSE的身份另行開立及維持一個人民幣貿易結算賬戶。
- (g) 本行保留全權絕對酌情拒絕客戶開立任何人民幣貿易結算賬戶申請的權利。
- (h) 無論全部或任何人民幣貿易結算賬戶因何種原因結束，人民幣貿易結算賬戶中的人民幣資金將按本行絕對酌情決定的匯率轉換成港元（或本行決定的其他幣種）。
- (i) 如本行認為（該判斷為最終及不可推翻的，且對客戶具約束力）有關存款（或部份存款）或交易與任何犯罪或非法活動相關或疑似相關，或並非出於第4(a)條規定之目的，或與相關人民幣跨境貿易結算不相稱，或不符合任何適用規例或本RMBTS條款及章則，本行保留隨時在未經事先通知或給予任何理由的情況下，拒絕接受任何人民幣存款或部份存款或任何交易的權利，且不負任何法律責任。本行可不時絕對酌情決定，及未經事先通知，對任何人民幣貿易結算賬戶**施加限制**。
- (j) 如任何時候存入客戶人民幣貿易結算賬戶的人民幣鈔票被發現或懷疑是假鈔，則在不損害本行享有的任何其他權利、權力及補救的原則下及除本行享有的任何其他權利、權力及補救外，本行應有權且獲客戶授權在未經通知及不負法律責任的情況下，從客戶在本行持有的任何賬戶中扣除依據本行不時採用的現行買賣匯率計算的一筆等於該假鈔數額的金額。本行亦獲授權以本行認為適當的方式絕對酌情處置假鈔或疑似假鈔，及上報有關當局。**客戶應就直接或間接因該等假鈔引起或與之有關或相關的，針對本行提起或威脅提起，或本行遭受或招致的所有訴訟、申索、法律程序、損失、損害賠償、費用及開支，及本行就此採取的所有訴訟，對本行作出彌償。**

5. 匯兌服務

- (a) 每筆匯兌交易均應僅出於客戶與跨境貿易試點企業進行跨境貿易之目的，或本行可能不時指定之該等其他目的。本行也可不時規定每筆該等匯兌交易的最大金額。
- (b) 除本行另行同意外，匯兌須按本RMBTS條款及章則規定，透過客戶的人民幣貿易結算賬戶作出。不允許透過櫃檯服務將人民幣鈔票兌換成港元或其他貨幣。
- (c) 確有商品及服務交易的客戶可將港元或（本行接受的）其他貨幣兌換成人民幣，金額最高為以人民幣結算的相關實際貿易及服務交易的金額，前提是所有匯兌款項均須直接出於本條(a)下所載之目的（而非其他目的）用於向相關跨境貿易試點企業付款。客戶特此授權本行直接向相關跨境貿易試點企業支付匯兌款項。
- (d) 客戶僅可透過人民幣貿易結算賬戶將人民幣兌換成港元或（本行接受的）其他貨幣，金額最高為人民幣貿易結算賬戶中的存款總額。
- (e) 客戶沒有足夠的人民幣資金時，可將港元或（本行接受的）其他貨幣兌換成人民幣，用於清還本行提供的貿易融資（如有）。
- (f) 將人民幣兌換成港元或（本行接受的）其他自由兌換的貨幣，或將港元或（本行接受的）其他自由兌換的貨幣兌換成人民幣，須按**本行絕對酌情決定的有關匯率**進行。客戶特此承認與匯率迅速變動相關的持續損失風險，並同意**本行無須就人民幣匯兌服務引起或與之相關的任何損失及損害負責法律責任，包括但不限於：**
 - (i) 任何政府機構或任何其他相關機構發佈的法律、規例或命令的任何更改，或非本行所能控制的任何因由禁止本行或與本行相聯的任何金融機構執行人民幣匯兌及匯款服務；或
 - (ii) 因市況或人民幣市場關閉造成本行無力報出人民幣匯率或不能更改買賣利率的差價。

6. 匯款服務

- (a) 匯款目的應為結算客戶與相關跨境貿易試點企業的人民幣跨境貿易交易，須受本行不時規定的有關最高金額及其他限制規限。
- (b) 從香港或內地以外的其他地區向內地匯款僅能透過人民幣貿易結算賬戶及以相關跨境貿易試點企業為受益人而作出，且金額最高僅為相關實際貿易及服務交易的金額；從內地向香港或內地以外的其他地區匯款僅能匯入人民幣貿易結算賬戶及以相關跨境貿易試點企業為匯款人及客戶為受益人作出，且金額最高僅為相關實際貿易交易的金額。
- (c) 本行保留按其絕對酌情決定權接受或拒絕任何匯款或轉賬（或部份匯款或轉賬）的權利，毋須事先通知或給予理由或徵得客戶同意，且不負任何法律責任。客戶特此授權本行絕對酌情決定退還有關匯款或轉賬（或部份匯款或轉賬）並就此採取本行認為適當的該等步驟，**且客戶需按完全彌償基準彌償本行因該等被退還的匯款或轉賬或與之有關而承擔的全部費用。客戶同意，本行無須就任何因匯款的退還所引致或與之相關的任何損失及損害承擔法律責任。**

7. 人民幣支票服務

- (a) 人民幣支票服務僅適用於人民幣貿易結算賬戶內含人民幣往來賬戶的客戶。
- (b) 人民幣支票的金額不應超過實際人民幣跨境貿易結算的金額及／或客戶認購或購買人民幣債券的金額。
- (c) 人民幣支票不可轉讓或背書或協商，且僅可於香港使用。
- (d) 客戶承認並同意除本行另有指定外，所有與所有戶口及相關服務的條款及章則中附表1中所列港元及美元往來賬戶有關的條款及章則亦適用於人民幣往來賬戶，並且客戶應受其約束。如本RMBTS條款及章則與所述附表1的條款與章則有任何抵觸之處，則應以本RMBTS條款及章則為準。

8. 人民幣債券

- (a) 在本RMBTS條款及章則條文的規限下，存放於根據本RMBTS條款及章則第4條於本行開設的人民幣貿易結算賬戶內的人民幣資金可用於客戶認購或購買人民幣債券。

- (b) 認購或購買人民幣債券及使用與上述認購或購買有關的本行服務，進一步受到不時適用於有關認購與購買的本行條款及章程及任何不時適用於上述認購與購買的法律、規則與規例所規限。
- (c) 儘管本RMBTS條款及章程另有任何規定，客戶承認本行有絕對酌情權拒絕向客戶提供與認購或購買或出售人民幣債券有關的任何服務。

9. 貿易融資服務

- (a) 本行有絕對酌情權決定可向客戶提供的貿易融資的金額並應限於有關的相應人民幣貿易結算交易的金額，且客戶承諾不會申請或使用本行可能授予的任何貿易融資的貸款於非真正與跨境貿易試點企業進行的人民幣跨境貿易。
- (b) 向客戶提供的所有貿易融資的款項應直接付款予相關跨境貿易試點企業以作人民幣跨境貿易結算之用，而非其他目的。客戶特此授權本行直接向相關跨境貿易試點企業支付上述款項。上述款項不應以人民幣存款的方式提取。
- (c) 貿易融資服務須經本行視個別情況及以絕對酌情權作出的批准並受個別適用的貸款限額及提供貸款通知書或協議及其他與所授予的貸款有關的相關文件中的條款及章程所規限。
- (d) 儘管本RMBTS條款及章程另有任何規定，客戶承認本行有絕對酌情權拒絕向客戶提供任何貿易融資服務或相關服務。

10. 費用

本行保留不時徵收其絕對酌情決定認為適當的費用和收費的權利。適用於存款、匯兌及匯款服務的相關費用及收費詳細列於本行的服務收費簡介中。本行將不時向客戶作出通知就有關費用及收費的任何改變。在無損本行享有的其他權利及補救的原則下及除本行享有的其他權利及補救外，本行保留其權利，於任何時間保留絕對酌情權在任何維持在本行的人民幣貿易結算賬戶或任何其他一個或多個賬戶中扣除款項作為結算費用及收費之用，而毋須發出事先通知。

11. 資料及文件

- (a) 客戶應在本行指定的時間內提供令本行信納的所有資料及文件（包括原件），以使本行對以下事項感到滿意：(i) 客戶的資格及持續資格，以及跨境貿易人民幣結算服務（或其任何部份）下的各個跨境貿易結算交易的資格及持續資格（包括其真確性），包括但不限於其跨境貿易業務、所有與人民幣跨境貿易的性質、交易量及詳情以及其任何貿易對手及所有通過人民幣貿易結算賬戶的交易有關的資料及文件，及(ii) 所有必要「了解你的客戶」的結果或在所有相關法律、守則、規則、規例及指引下其他類似識別檢驗及程序的結果；及為遵循與反洗黑錢及反恐怖融資有關的規例；及所有其他本行不時要求的資料及文件。所有該等文件一經由客戶或客戶代表提交至本行後將成為本行的財產，且在任何情況下本行均不會將其交還客戶。
- (b) 如本行索取任何資料或文件未果或是未令本行信納，本行可保留權利拒絕任何交易，而本行的決定將是最終及不可推翻的，並對客戶具約束力。

12. 資料的披露

客戶明確授權本行(i)為核證有關數據、資料及文件目的，向本行認為合適的任何來源披露及與有關來源交換不時向本行提供的任何數據、資料及文件；及(ii)向香港境內外的任何香港結算銀行、任何國內代理銀行、其他金融機構及監管或政府機構或主管當局或半官方主管當局披露及/或報告所有或任何與客戶、客戶的任何賬戶及其任何事務及交易有關或相關的數據及資料（包括但不限於不時向本行提供或本行收集的任何資料或文件）；及(iii)向本行的任何分行、附屬公司、聯屬公司或聯營公司或其他通過持股、管理或其他方式與本行有直接或間接關連的個體披露任何有關客戶、其事務、賬戶及交易的資料或數據，如果本行絕對酌情決定認為上述披露對履行本行職能乃屬必需或合宜、或符合本行或任何上述個體（包括其各自的繼承人及受讓人）的利益或法律或規例對上述披露另有要求。**客戶同意，本行及任何上述個體無須就上述數據、資料及文件的披露或交換對客戶承擔任何責任。**

終止人民幣跨境貿易結算服務（或該結算服務的任何部份）或終止任何相關的人民幣貿易結算賬戶均不影響或終止客戶對披露在終止時本行所管有的資料的授權。

13. 彌償及責任限制

- (a) 因(i)客戶違反或不履行本RMBTS條款及章程下的任何條款、條件、保證、陳述或承諾；(ii)向本行作出的任何陳述或保證被發現或被合理地懷疑為失實或不正確或具誤導性；(iii)客戶或代表客戶不時向本行提供的任何資料或文件在任何方面被發現或被合理地懷疑為失實、不正確、不完整、具誤導性、虛假或具欺騙性；(iv)本行向客戶提供或拒絕提供跨境貿易人民幣結算服務（或該結算服務的任何部份）；(v)任何對相關的人民幣貿易結算賬戶的濫用；及/或(vi)本行行使或保存其任何權力、權利及補救；惟因及除非在某程度上直接由於銀行的疏忽，欺詐或故意不當行為所引致或與之有關或相關的（針對本行提起或威脅提起或使本行招致或蒙受的）任何性質的任何及所有申索、索求、訴訟、法律程序、損失、負債（實際或或有的）、損害賠償、風險、收費、費用（包括法律費用）及開支，客戶須按完全彌償基準對本行作出彌償並確保本行獲得彌償。上述彌償須為客戶的一項義務，且該義務獨立於客戶對本行的其他義務且附加在客戶對本行的其他義務之上。
- (b) 客戶同意本行、本行代理人及聯絡人無須就彼等作出或不作出任何作為向客戶承擔法律責任，除非該作為或不作為由彼等疏忽，欺詐或故意不當行為直接造成。在不損害前文的一般性原則下，就彼等行使或不行使任何權利、權力、酌情權及補救及/或為遵守任何適用於本行的法律、法規或規則及/或適用規例及/或本行與香港結算銀行或任何內地的國內代理銀行之協議而作出的作為，本行無須向客戶承擔法律責任，即使任何上述作為或不作為可能有損客戶的利益。

14. 陳述、保證及承諾

客戶陳述、保證並承諾：

- (a) 其符合所有TSE（定義見本RMBTS條款及章程）的要求並與一家或多家跨境貿易試點企業（定義見本RMBTS條款及章程）的對手進行人民幣跨境貿易交易；且其對該等一家或多家對手作為試點計劃的合資格跨境貿易試點企業的地位的任何變化不知情或尚未察覺；

- (b) 其已取得或獲得所有必要法團及其他行動及同意，並擁有所有必要權力及權限，以根據本RMBTS條款及章則及所有其他不時生效的本行適用條款及章則申請並接受跨境貿易人民幣結算服務，及履行其在本RMBTS條款及章則及所有其他不時生效的本行適用條款及章則下的所有義務並執行本RMBTS條款及章則預期進行的所有交易；
- (c) 其已從所有相關政府及規管機構處獲得所有必要的同意及批准，所有該等同意及批准均具有十足的效力及作用；
- (d) 其所有人民幣跨境貿易交易在任何方面均屬真實及真確；
- (e) 由客戶或代表客戶不時提供給本行的所有資料及文件均屬真實、準確、完整並並不具誤導性，且所有文件均屬真確且其所有副本與原件相符；
- (f) 其須一直遵守及遵從適用於其自身的所有法律、規則及法規（包括但不限於適用規例）和本行有關跨境貿易人民幣結算服務及相關人民幣貿易結算賬戶及任何相關服務不時生效的條款及章則；及
- (g) 如客戶作出或視為將作出的任何陳述及保證在任何方面發生或將成為失實或不準確，客戶須從速以書面形式告知本行。

每次向本行發出指示時及每次訂立交易後，本條所載的陳述及保證須視為重新複述，且該等陳述及保證在跨境貿易人民幣結算服務（或該結算服務的任何部份）及／或任何人民幣貿易結算賬戶及任何相關服務終止時繼續有效。

15. 可用性 & 變更

儘管本RMBTS條款及章則另有規定，客戶承認跨境貿易人民幣結算服務（或其任何部份）由本行有全權絕對酌情權下提供，且本行並無義務提供任何跨境貿易人民幣結算服務。

在無損本RMBTS條款及章則第3(c)條的情況下並除本RMBTS條款及章則第3(c)條之外，本行有絕對酌情權於任何時間及不時在作出或未經事先通知且不須獲得事前同意及給予任何理由的情況下，暫停、撤銷、終止、審核、修改、取消、補充或以其他方式更改跨境貿易人民幣結算服務（或其任何部份）或任何其他可適用於跨境貿易人民幣結算服務的條款及章則（客戶同意受其約束），並不承擔任何法律責任。任何本行有絕對酌情決定權下（並無責任）發出的通知（可即時生效）均對客戶具約束力，該通知以在銀行大堂、廣告、或根據本行記錄郵寄至客戶最新的地址或營業地址、或在本行網站公佈或本行認為合適的其他方式展示。

16. 服務的暫停及終止

- (a) 在無損害本RMBTS條款及章則第15條的一般性原則下，如本行有以下判斷（該判斷為最終及不可推翻，且對客戶具約束力），本行可於任何時間以本行絕對酌情決定認為適當的任何方式，暫停或終止任何授予客戶的跨境貿易人民幣結算服務及／或凍結或終止與跨境貿易人民幣結算服務相關的任何人民幣貿易結算賬戶及採取本行認為適合並與該等賬戶有關的任何行動，而無需向客戶作出任何通知及給出任何理由且不承擔任何法律責任：
 - (i) 任何有關賬戶可能已經使用或正在使用於與犯罪活動或非法活動有關連的用途，或任何詐騙行為直接或間接與任何有關賬戶有關連；
 - (ii) 任何有關賬戶可能已經或正在用於真正跨境貿易結算服務目的以外的其他目的；或在違反適用規例的情況下存在對有關賬戶或跨境貿易人民幣結算服務（或其部份）的濫用或誤用；
 - (iii) 任何有關賬戶並未根據本RMBTS條款及章則及適用的任何其他不時有效的本行之條款及章則適當地運營或維持；
 - (iv) 繼續使用任何上述賬戶或跨境貿易人民幣結算服務（或其部份）可能或將會違反任何適用規例或任何其他適用法律、規則或法例，或本行或客戶執行本RMBTS條款及章則下的義務成為不合法；
 - (v) 發生對任何條款及章則、及／或客戶作出的或視為作出的與跨境貿易人民幣結算服務（或其部份）或任何相關人民幣貿易結算賬戶有關的任何陳述、承諾或保證的違約行為；或本行認為（該判斷為最終及不可推翻，且對客戶具約束力）提供給本行（不論是否由客戶提供）的任何資料失實、不正確或具誤導性；
 - (vi) 客戶不具有或不再具有享用跨境貿易人民幣結算服務（或其任何部份）的資格或與客戶進行交易的任何相關跨境貿易試點企業不具有或不再具有試點計劃下的資格；或
 - (vii) 本行索取任何文件或資料未果或未令本行信納。
- (b) 凡因撤銷、暫停或拒絕任何交易、未能施行或執行任何客戶的指示、或本行對任何賬戶的暫停或終止，及／或本行採取的與之相關的任何行動所導致的任何損失，本行概不對客戶承擔法律責任（但因本行的疏忽、欺詐或故意不當行為直接造成者除外）。

17. 放棄權利

本行沒有行使或延遲行使任何權利、權力或酌情決定權，概不會視作對該等權利、權力或酌情決定權的放棄；另外本行對任何權利、權力、酌情決定權或補救進行單獨或部份行使，亦不妨礙本行將來進一步行使該權利、權力、酌情決定權或補救或行使任何其他權利、權力或酌情決定權或補救。本RMBTS條款及章則規定下的權利、權力和補救可予以累積且不會排除法律規定下賦予的任何其他權利、權力和補救。

18. 可分割性

如任何時間本RMBTS條款及章則的一條或多條條款或條款的任何部份在任何程度內被宣佈為不合法、無效或不可執行，則該等條款或條款的任何部份應予以分離，本RMBTS條款及章則的剩餘部份將在法律允許的最大範圍內繼續有效並執行。

19. 可轉移性

本RMBTS條款及章則下的客戶的利益及權利不可轉移。

20. 語言

本RMBTS條款及章則的中文版本按其英文版本翻譯，僅供參考。如兩個版本間有任何衝突或抵觸之處，概以英文版本為準。

21. 法律及司法管轄權

本RMBTS條款及章則受香港法律管轄並據此解釋，客戶特此不可撤銷地接受香港法院作為非專屬司法管轄權的管轄。

附件 VI：外國法規定

1. 釋義

1.1 本條款及章則內的定義

除另有界定者外，本附件VI所用詞彙，具有本條款及章則第1.1條項下所賦予的相同涵義。

1.2 定義

於本附件VI：

“《海外戶口稅收合規法案》（FATCA）”指：

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

“外國法規定”指根據任何今後或現時之以下各項，向銀行及／或任何銀行集團公司施加的任何義務：

- (i) 外國法律（包括銀行及／或銀行集團公司按其／彼等全權及絕對酌情權認為其／彼等受約束的外國法律，並包括中國的法律及規則）；
- (ii) 落實香港在與外國政府（包括中國政府）或規管機構的協議下的義務的香港法律；
- (iii) 銀行及／或相關銀行集團公司與外國政府（包括中國政府）或規管機構訂立的協議；或
- (iv) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就(i)至(iii)項頒佈的指引或準則。

為免存疑，這個定義包含（但不限於）根據FATCA（以及經不時修訂或頒佈）適用於銀行及／或任何銀行集團公司的任何義務或規定。

2. 提供資料的承諾

2.1 客戶承諾及同意：

- (a) 向銀行提供銀行為履行銀行或銀行集團公司於任何外國法規定項下的義務而按其全權及絕對酌情權要求的所有資料、文件及支持材料，包括關於客戶及本附件VI第5.1條所述之任何人士的資料、文件及支持材料；
- (b) 適時以書面方式通知銀行有關根據(a)向銀行提供的資料、文件及支持材料的任何更改；及
- (c) 以令銀行信納的方式不時應銀行按其全權及絕對酌情權要求提供(a)所述類別的最新或額外資料。

2.2 客戶同意，適用的資料保障、銀行保密或類似法律下的保密權利將不適用於銀行就銀行或銀行集團公司遵守外國法規定之目的而言而向客戶索取的資料。

3. 披露資料

3.1 就任何外國法規定的目的而進行披露

客戶同意銀行以及向銀行收取關於客戶及／或本附件VI第5.1條所述之任何人士的任何個人及戶口資料或記錄的任何人士可向銀行按其全權及絕對酌情權視為在任何外國法規定下規定的任何人士、實體、政府團體、機構或規管機構（不論是否在香港法下設立）披露有關資料或記錄。任何有關人士或實體可在其進行的任何業務或規管職能的過程中使用有關資料。

3.2 確認披露的範圍

客戶明白、確認並同意，如銀行根據任何外國法規定被規定披露有關客戶及／或客戶與銀行的關係的資料，則這資料可包括（但不限於）客戶的戶口的戶口號碼、向客戶戶口支付或存入的利息或股息金額、向客戶戶口支付或存入的出售或贖回財產的收益金額、戶口結餘或價值、客戶及／或本附件VI第5.1條所述的任何人士的姓名、地址、居住國及社會安全號碼或僱主識別號碼或納稅人識別號碼，以及相關政府機關可能要求，或銀行按其全權及絕對酌情權視為在任何外國法規定下所需的有關其他資料。

3.3 離岸披露

客戶確認及同意，銀行可向香港境內或境外的第三方披露資料及文件。

4. 同意扣減和扣起款項及暫停交易

4.1 客戶確認及同意，即使本條款及章則有任何其他規定：

- (i) 銀行根據本條款及章則支付的任何款項，將須按銀行按其全權及絕對酌情權視為在外國法規定下所需而被扣起及扣減；
- (ii) 根據(i)被扣起的任何款項可於銀行按其全權及絕對酌情權所決定的戶口或方式持有；及
- (iii) 銀行或其任何聯屬公司將毋須對因銀行行使其於本第4條項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

4.2 客戶確認及同意，為履行銀行於包括任何外國法規定項下的義務而銀行按其全權及絕對酌情權視作有需要時，銀行可延遲、暫停、轉讓或終止任何根據本條款及章則作出的交易、付款、指示或服務。

4.3 客戶進一步同意，銀行將有全部授權(i)按銀行視作合適的任何方式以及有關價格及有關條款及條件出售、變現及／或以其他方式處置客戶戶口內可產生資金的任何資產的全部或任何部分，以讓銀行遵守按其全權及絕對酌情權視為在任何外國法規定下規定的義務；(ii)禁止客戶在銀行視作必須或適宜的有關期間內透過或在任何客戶戶口下進行任何交易；(iii)暫停或取消客戶的戶口；及／或(iv)將客戶的戶口轉移至銀行位於另一司法管轄區（為免存疑，包括中國）的聯屬公司。

5. 第三方

5.1 文件及資料

客戶承諾向銀行提供銀行按其全權及絕對酌情權要求的所有與以下有關的文件及資料：

- (a) 任何戶口的最終實益擁有人；
- (b) 最終負責給予任何指示或訂立任何交易的人士；
- (c) 客戶代其收取款項的任何人士；及／或
- (d) 銀行按其全權及絕對酌情權識別為與客戶相關的任何其他人士，以讓銀行履行其在任何外國法規定下的義務。

5.2 更改資料

客戶承諾適時以書面通知銀行有關本附件VI第5.1條所述的任何人士在銀行記錄的地址或聯絡電話號碼或其他個人資料的任何變更。

6. 聲明及保證

客戶聲明、保證及確認，客戶就銀行或銀行集團公司遵守任何外國法規定的目的而言而向銀行提供的任何資料、文件及支持材料屬真實、完整及準確，且將在客戶與銀行維持銀行業務關係的整個期間保持真實、完整及準確。

7. 彌償

在並無限制客戶根據本條款及章則的任何其他條款或任何其他安排或協議向銀行提供的任何其他彌償的情況下，客戶同意就銀行、其代理、高級職員及僱員因該方提供含誤導成分或錯誤的資料，或並無遵守本附件VI的任何規定，或銀行使用或倚賴客戶就銀行遵守任何外國法規定的目的而言而向銀行提供的任何資料、文件及支持材料而可能蒙受或招致的任何性質的所有負債、索償、付款要求、損失、稅項、成本費用、費用及開支，包括稅項、利息或罰金向銀行、其代理、高級職員及僱員作出彌償。客戶進一步同意，銀行有權從其管有或控制的客戶資產或客戶在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補客戶在本第7條下可能結欠的任何款項。儘管銀行與客戶的銀行業務關係終止，此項彌償將繼續。

8. 銀行的權利屬累計

8.1 不限制現有權利

本附件VI的內容概不限制本條款及章則或客戶與銀行的任何其他安排或協議的任何條款或規定的效力，而銀行在本附件VI下的權利應附加於其在本條款及章則或客戶與銀行的任何其他安排或協議下的其他權利，且不損害其在本條款及章則或客戶與銀行的任何其他安排或協議下的任何權利。

8.2 未能遵守

在不限制本附件VI第4.2及4.3條的一般性下，客戶確認及同意，如客戶未能遵守本附件VI的任何規定（包括未能提供銀行要求的資料、文件及支持材料），則銀行可暫停或取消客戶的戶口，及／或將客戶的戶口轉移至銀行位於另一司法管轄區（為免存疑，包括中國）的聯屬公司。

9. 條款之間的抵觸

若本附件VI的中、英文本之間有任何抵觸或不相符，概以英文本為準。

OCBC Wing Hang Bank Limited
Terms & Conditions for all
Accounts and Related Services

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The following Terms and Conditions (“these Terms and Conditions”) apply to all accounts opened with OCBC Wing Hang Bank Limited (the “Bank”), including without limitation, any savings, current, time deposit, investment or loan accounts each opened with the Bank, and all relationship and all transactions or dealings (whether or not the transaction or dealing in question relates to any account kept or to be kept by the customer or the prospective customer (collectively “the Customer”).

The Customer should read and understand these Terms and Conditions in details prior to using any services or effecting any transactions. The Customer shall be bound by these Terms and Conditions (in addition to any specific terms and conditions applicable to any particular banking service or facility provided by the Bank) upon using any services or effecting any transactions.

If there is inconsistency between these Terms and Conditions and the specific terms and conditions for a particular banking service or facility, the specific terms and conditions will prevail.

1. Definitions & Interpretation

1.1 In these Terms & Conditions, unless the context otherwise requires:-

“ATM” means an automatic teller machine or other automated cash dispenser installed and operated by the Bank, whether inside and/or outside Hong Kong.

“ATM Card” means the card issued by the Bank for access to the use of the ATMs and/or Other Terminals which may be settled by Hong Kong Dollar, Renminbi or other currency designated by the Bank from time to time.

“Authorized Person” means the person authorized by the Customer to give instructions (together with specimen and signatures) to the Bank from time to time in such manner as the Bank requires.

“Bank Group Company” means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of such holding company, or any of their related company (being a company in which an equity interest is held by any of the foregoing), and shall include each such company’s successors and assigns.

“Business Day” means a day on which the Bank is open to the general public for normal business in Hong Kong.

“Code” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as may be amended, varied and replaced from time to time. All the provisions herein that relate to the obligations of the Bank under the Code shall only cover the obligations that are applicable to the Bank in the conduct of its regulated activities (under the Securities and Futures Ordinance). For the avoidance of doubt, the obligations applicable to the Bank under the Code shall not include any Code requirements that the Bank is exempt from under paragraph 15 of the Code.

“Consolidated Statement” means a consolidated statement of all accounts including the Primary Account and the Sub-Account(s) that are linked under the Integrated Account or OCBC Wing Hang Elite Gold Banking service.

“Corporate Professional Investors” means the “Corporate Professional Investors” as defined in paragraph 15 of the Code, with regard to whom the Bank has complied with paragraphs 15.3A and 15.3B of the Code and who have given consent for the Bank to be exempt from complying with the requirements set out in paragraphs 15.4 and 15.5 of the Code.

“eBanking Identification Number” means the identification number supplied by the Bank to the Customer that identifies and enables the Customer to access the eBanking Services.

“eBanking Services” means services providing by the Bank at its discretion from time to time via Telematic Banking, Internet Banking, Mobile Banking or other electronic access channels.

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

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC.

“Hong Kong Designated Business Customer” means a Hong Kong establishment that has had a business relationship with the Bank for more than 3 years, and that engages in (i) commercial retail, (ii) catering, (iii) accommodation, (iv) transportation services, (v) communications services, (vi) medical services, (vii) educational services, or (viii) such other business as determined by the Bank from time to time (including such establishment that has had a business relationship with the Bank for less than 3 years but with concrete evidence to show that it has the actual relevant business background) but excluding (i) money changer, establishment engaging in capital and financial transactions such as property agent and stockbroker, (ii) commercial establishment engaging in gambling business, or (iii) such other business as determined by the Bank from time to time.

“Institutional Professional Investors” means the “Institutional Professional Investors” as defined in paragraph 15 of the Code.

“Integrated Account or OCBC Wing Hang Elite Gold Banking service” means the account maintained or the service subscribed by the Customer that links the Primary Account and the Sub- Account(s) and provides a Consolidated Statement on these accounts in accordance with these Terms and Conditions.

“Internet Banking” means a part of eBanking Services offered by the Bank that enables the Customer to access to a range of banking information and other services, as specified and provided by the Bank from time to time, using Internet.

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

“Mobile Banking”	means a part of eBanking Services offered by the Bank that enables the Customer (who is an individual) to access to a range of banking information and other services, as specified and provided by the Bank from time to time, using mobile network platform.
“Other Terminals”	means any other automatic teller machines, automated cash dispensers, devices or terminals (including but not limited to point of sale terminals) installed and operated by such other banks, firms, companies or entities inside and/or outside Hong Kong from time to time announced by the Bank.
“PIN”	means the Personal Identification Number (issued by the Bank or set by the Customer, as the case may be) for access to any eBanking Services and/or effecting Customer’s instructions in relation to any eBanking Services.
“PRC”	means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).
“Primary Account”	means one or both (where the context permits) of following accounts: a) one single account or one of the Sub-Accounts that is nominated by the Customer for the purpose of debiting service fees and information source under the Integrated Account or OCBC Wing Hang Elite Gold Banking service provided that it must be either a Hong Kong Dollar Savings Account, a Hong Kong Dollar Current Account or a Hong Kong Dollar Statement Account; b) Hong Kong Dollar Savings Account or Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account opened in the name of the Customer and nominated by the Customer in accordance with the Customer’s instructions at the time the Customer applies for the eBanking Services of the Bank. Any references to “account” in these Terms and Conditions include (where the context permits) the Primary Account and the Sub-Account (as defined below).
“Renminbi” or RMB”	means the lawful currency for the time being of the PRC.
“RMB Accounts”	means the RMB savings account and RMB time deposit account opened, operated and maintained by the Customer (whether an individual or a Hong Kong Designated Business Customer) with the Bank.
“RMB Bonds”	means the RMB-denominated marketable bonds issued in Hong Kong by PRC financial institutions in accordance with the relevant laws and having a tenor of one year or more and providing for payment of principal and interest as agreed.
“RMB DBC Accounts”	means the RMB savings account and RMB time deposit account opened, operated and maintained by a Customer (who is a Hong Kong Designated Business Customer) with the Bank.
“RMB Personal Accounts”	means the RMB savings account and RMB time deposit account opened, operated and maintained by a Customer (who is an individual) with the Bank.
“Service Fees”	means a list of fees and charges payable in connection with the banking services currently prescribed by the Bank which is available on request.
“Sub-Account”	means any of the deposit accounts, currency-linked deposit accounts, equity-linked deposit accounts, investment accounts, gold accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts that are linked under the Integrated Account or OCBC Wing Hang Elite Gold Banking service. The account holder of each Sub-Account linking under the Integrated Account or OCBC Wing Hang Elite Gold Banking service must be in identical composition and identity and in the same capacity as that of the Primary Account. More than one Sub-Account with the same account type and currency are allowed.
“Telematic Banking”	means a part of eBanking Services offered by the Bank that enables the Customer to access a range of banking information and other services, as specified by the Bank from time to time, using telephone.
“U.S.”	means the United States of America.

- 1.2 Reference to the plural shall include the singular and vice versa; words importing a gender shall include every gender; references to a "person" shall include any individual, firm, body, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing; references to "including" or "includes" shall mean including or includes without limitation.
- 1.3 Clause headings shall be ignored in the interpretation of these Terms and Conditions and all the Schedules form integral parts of these Terms and Conditions and the expression “these Terms and Conditions” shall be construed accordingly unless the context requires otherwise.
- 1.4 Should any or part of the provisions herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or part thereof shall not be affected.

2. Scope of Services

- 2.1 All Services are subject to these Terms & Conditions and any applicable laws, rules, regulations or orders, guidelines, notices, restrictions, requests or recommendations (whether or not having the force of law) issued by any competent authority, government agency, exchange or body. The Bank may at all times and from time to time at its sole discretion without having to state the grounds for such refusal or without any liability whatsoever refuse to act upon any instructions (or any parts thereof) from the Customer as the Bank thinks appropriate. The Bank reserves the rights to prescribe any conditions subject to which it provides any Services or accepts any instructions or refuses to provide any Services or to act upon any instructions to ensure its compliance with any such applicable laws, rules, regulations, orders, guidelines, notices, restrictions, requests or recommendations.
- 2.2 The Customer may request the Services by giving instruction to the Bank provided that the Bank shall be entitled to specify, from time to time, such Services which may be made available to the Customer by whatever means or channels the Bank may consider appropriate. For the avoidance of doubt, where these Terms and Conditions require the instruction of the Customer to be given, the Bank is authorized to act on the instruction of the Authorized Person as if the instruction were given by the Customer personally. The Customer confirms that the Bank is under no obligation to ascertain or to inquire into the purpose for which the service is used and the transaction is effected.

- 2.3 If the Bank solicits the sale of or recommends any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document the Bank may ask the Customer to sign and no statement the Bank may ask the Customer to make derogates from this Clause 2.3. For the purposes of this Clause 2.3, the term "financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance and "leveraged foreign exchange contracts" is only applicable to those traded by persons licensed for Type 3 regulated activity. For any Customer who is an Institutional Professional Investor or a Corporate Professional Investor, the Customer agrees that the aforesaid obligations of the Bank (including the non-derogation obligations) under this Clause 2.3 are not applicable thereto, and in respect of any instruction, transaction or investment in financial products of any kind of the Customer through the Bank, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment under this Clause 2.3. This Clause 2.3 shall take effect on 9 June 2017, and only apply to any solicitation and/or recommendation of any financial products the Bank makes to the Customer on or after 9 June 2017.
- 2.4 **(This Clause 2.4 shall only be applicable if the Customer is an Institutional Professional Investor or a Corporate Professional Investor)** The Customer agrees that he is not relying on any communication (whether written or oral) of the Bank or any of its affiliates as an investment advice or as a recommendation to make his investments through the Bank (unless otherwise agreed by the Bank in writing) and understand that any information or explanation provided by the Bank shall not (unless otherwise agreed by the Bank in writing) be considered its investment advice or recommendation. In respect of any instruction, transaction or investment in investment products of any kind (including financial product as mentioned in Clause 2.3 above) of the Customer through the Bank, the Customer will independently and without reliance on the Bank make his own judgments and decisions, and that the Bank is not obliged to assess the suitability of such investment.
- 2.5 When the Bank conducts any suitability assessment on any investment products (including financial product as mentioned in Clause 2.3 above) for the Customer, such assessment of the Customer shall be based solely on the information provided by the Customer to the Bank. The Bank shall not be obliged to take into consideration any information about the Customer that the Bank is not actually aware of. The Bank shall also not be responsible or liable for any losses that arise as a result of any false, inaccurate, misleading, incorrect, incomplete, outdated or fraudulent information provided by the Customer or misrepresentations of the Customer.
- 2.6 In respect of any investment transaction with or on behalf of the Customer by the Bank, the Bank is not acting as the Customer's investment or financial adviser nor act in a fiduciary capacity to the Customer. The Customer should seek its own professional advice, as it considers appropriate. The Bank is not obliged to (i) monitor the performance of the Customer's investments held with the Bank nor (ii) provide any investment advice to the Customer nor (iii) ensure the investment product which has been solicited or recommended by the Bank remains suitable for the Customer on an on-going basis. If the circumstances relating to the Customer, the investment product, the issuer thereof, or the general market conditions change, the investment product may no longer be suitable to the Customer. Some of the information and documents provided by the Bank are for general circulation to its clients and are not meant to target specifically to the Customer, and unless specifically indicated otherwise the preparation of such information and documents has not taken into consideration the individual personal circumstances of the Customer, and should not be relied upon as such.

3. Common Terms & Conditions

3.1 Statement of Account

A statement of account for current account or statement account or other accounts specified by the Bank or a Consolidated Statement for Integrated Account/OCBC Wing Hang Elite Gold Banking service will be sent to the Customer every month or at regular intervals as determined by the Bank from time to time. No statements will, however, be sent for an account where no entries have been made in that account for the entire month. If the Customer fails to receive the statement by the 7th day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Customer is required to verify the correctness of the transaction details contained in each statement of account received from the Bank and within 90 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 90 days, the statement of account shall be conclusive evidence without any further proof that the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and the Bank shall be free from all claims in respect of the account save and except in situations where the Customer can prove the statement of account contains (a) unauthorized transactions arising from forgery or fraud and in relation to which the Bank has failed to exercise reasonable care and skill and (b) unauthorized transactions arising from forgery or fraud by default or negligence of the Bank, its agents, officers or employees.

3.2 Communications

- (a) Any notice or instruction from the Customer to the Bank shall be ineffective until actually received by the Bank.
- (b) Any notice, communication, confirmation or statement to be sent by the Bank to the Customer shall be deemed to have been so given if addressed to the Customer at his last known address, place of business, registered office or e-mail address as recorded by the Bank.
- (c) Any notice, communication, confirmation or statement delivered by the Bank personally shall be deemed to have been given at the time of delivery. Any notice, communication, confirmation or statement dispatched by the Bank by letter postage pre-paid shall be deemed to have been received by the Customer 2 days after posting. Any notice, communication, confirmation or statement sent by the Bank by e-mail, facsimile or otherwise via the Internet or other electronic means shall be deemed to have been received by the Customer at the time of dispatch.

3.3 Exclusion of Liability

Unless due to the negligence or wilful default of the Bank, its agents, officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:-

- (a) access to the Services by the Customer or any other person whether or not authorized;
- (b) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of instructions or other information howsoever caused;
- (c) leakage of instruction or information relating to the Customer by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or the Bank's agents or any other third party;
- (d) the Bank's inability to execute any instruction due to prevailing market conditions and the manner and timing of execution of an instruction; and/or

- (e) any mechanical failure, power failure, mal-function, breakdown, interruption or inadequacy of equipment or installation in connection with the Services, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the reasonable control of the Bank.

3.4 Set-off and Lien

- (a) In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under these Terms and Conditions or any other agreement between the Customer and the Bank, the Bank shall have a lien on all the Customer's property which may now or hereafter be in the Bank's possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply in such manner and order and in respect of such of the Customer's obligations and liabilities to the Bank as the Bank in its absolute discretion decides (i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Customer or of any other person with the Bank or any other company related to or associated with the Bank to which the Customer may be beneficially entitled and (ii) any other sum due or owing by the Bank to the Customer in whatever currency(ies) and (iii) any credit balance on any account opened by the Bank in its name on behalf of the Customer with any other financial institutions in Hong Kong or elsewhere, against or on account of the Customer's obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Customer's liabilities are contingent or future, the Bank's liability to make payment of any sum or sums standing to the credit of any of the Customer's accounts to the Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.
- (b) In case of a joint account, the Bank may exercise the right in this Clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
- (c) The Bank is hereby authorized to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Customer and shall form part of the Bank's right of set-off under this Clause.
- (d) The Bank may exercise its rights hereunder notwithstanding that cheques or other payment orders may previously have been drawn or given by the Customer on any of the said accounts but not paid or effected by the Bank at the time of such exercise, and the Bank shall not be liable for any loss or damage occasioned thereby, including any loss or damage occasioned by the dishonour of any cheques or other payment orders resulting from insufficient funds in any of the said accounts because of the Bank having exercised its right of set-off for any debts and liabilities.
- (e) The Customer agrees and acknowledges that the Customer's obligations and liabilities to the Bank against which the Bank is entitled to retain, set-off, appropriate and apply pursuant to this Clause shall include (i) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (ii) any other obligations and liabilities which for any reason(s) are unenforceable.

3.5 Joint/Partnership Account

- (a) Where the account constitutes two or more persons (such as a joint account or a partnership account):
- (i) References in these Terms and Conditions to the Customer shall be construed, unless the context requires otherwise, as references to each of the persons constituting the Customer;
- (ii) Each of such persons shall be bound by these Terms and Conditions and their liabilities under these Terms and Conditions shall be joint and several;
- (iii) Unless the mandate applicable to any account opened by the Customer expressly provides to the contrary, the Bank shall be entitled (but not obliged) to act on any instruction(s) (including any instruction to revoke the mandate of the account or to countermand any prior instruction or cheque) given only by or otherwise deal separately with any one of such persons, without having to obtain confirmation from any other of such persons regarding such instruction(s) or dealing, notwithstanding that this may cause any account(s) of the Customer to be overdrawn or any overdraft thereon to be increased. Without limiting the generality of the foregoing, the Bank shall be entitled:
- (1) to debit the account any cheques, bills of exchange, promissory notes or orders for payment drawn, accepted, or made by any one of such persons;
 - (2) to make to the Customer advances, with or without security, on the request of any one of such persons by way of overdraft, loan or otherwise;
 - (3) to accept by way of pledge or deposit as security or for safe custody anything belonging to the Customer, and to deliver up anything so accepted or held by the Bank on account of the Customer, on the instruction of any one persons;
 - (4) to discount bills and promissory notes on the request of any one of such persons; and
 - (5) to open any new account(s) in the name of the Customer or in the joint names of the persons constituting the Customer on the request of any one of such persons,

and any action by the Bank pursuant to the foregoing shall be considered to be taken at the request or instructions of the Customer and shall bind the Customer. In addition, any certification by any one of such persons of the correctness of any confirmation of transaction(s) or bank statement(s) relating to the account shall bind all such persons. The Bank may (but is not obliged to) accept for deposit into the account any cheques, cashier's order, any other payment orders or any payments payable to any one or more of such persons;

- (iv) The Bank shall be entitled (but not obliged) to give and/or disclose to each one of such persons any document(s) (including, without limitation, cheque books, bank statements, advices and all correspondences) or matter relating to these Terms and Conditions or any account of the Customer, and notification by the Bank of any matter to any one of such persons shall be deemed to be notification to each of the other persons constituting the Customer; and
- (v) Without affecting the Bank's rights and remedies against any such persons, the Bank may settle or vary the liability of or grant time or other indulgence to any of them.

- (b) In case of the Customer being a partnership:
 - (i) Any authority for operation of any account of the Customer shall remain in force and shall apply notwithstanding any change in name, composition or constitution of the Customer (whether or not arising from the death, bankruptcy, retirement of any of the persons comprising the Customer, or arising from any other causes or events whatsoever); and
 - (ii) All such agreements, obligations and liabilities on the part of the Customer shall be binding on the persons from time to time comprising the Customer (including, without limitation, the persons from time to time carrying on business in the name of such partnership or under the name in which the business of such partnership may from time to time be continued).
- (c) (i) If an account is opened in the name of more than one person, it shall be a joint account and each such person is a joint account holder.
- (ii) If one of the joint account holders should die, the account shall belong to the survivor absolutely, however, without prejudice to the Bank's rights under Clause 3.15. If after the death of one account holder there remains more than one survivor, the account shall remain a joint account until the preceding sentence applies.
- (iii) On the death of one of the joint account holders, subject to any claim, right, lien, charge, pledge, set-off or whatever right the Bank may have and subject to Clause 3.15(a), the survivor of the joint account holder authorizes the Bank to pay or deliver to, or to the order of, the survivor of the joint account holder any moneys now or hereafter standing to the credit of the joint account together with anything held by the Bank for safe keeping or for collection or for any purpose relating to the joint account.

3.6 Amendments

It is hereby expressly agreed that the Bank may from time to time and at such time in its absolute discretion without the consent of the Customer or any third party, replace, revise, increase, add, amend and/or delete any or all of these Terms and Conditions for the time being in force and such replacement, revision, increase, addition, amendment and/or deletion shall be effective subject to the Bank's notice thereof (for a period of 30 days for any variation affecting fees and charges under the control of the Bank and the liabilities or obligations of the Customer or for such reasonable period as the Bank may prescribe in the case of any other variations) may be given by display in the lobby of the Bank, advertisement, mailing to Customer at his last address or place of business or registered office recorded with the Bank, posting on the website of the Bank or other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain account with the Bank after the effective date thereof.

3.7 Change of Authorized Signatory or Signature Specimen

For any change of authorized signatory or specimen signature of an account, documents provided by the Bank to be completed by the Customer or a resolution of Board of Directors certified by the chairman and either the secretary or one other director of the Company should be submitted to the Bank as soon as possible without delay. New specimen signature cards indicating the date from which the new signature will become effective should also be submitted. No new signature shall be used without the consent of the Bank. The Bank reserves the right to require production of such further documents and information as it may consider necessary or appropriate, and is entitled not to effect any change until all required documents and information shall have been submitted to and accepted as satisfactory by the Bank. Until the Bank shall have effected the change in its record, the Customer agrees that the Bank may continue (but shall not be obliged) to accept and act on instructions given or signed by existing authorized signatory or specimen signature and shall not be liable therefor.

3.8 Loss of Chop or Seal

If a chop or seal is being used as signature by the Customer, the Customer shall bear the risks of his chop/seal being used by unauthorized persons or for unauthorized purposes. Unless due to negligence or wilful default of the Bank or its agents, officers or employees, the Bank will not be liable for any loss or damage resulting from or in connection with the chop or seal of the Customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of a seal or chop used for operating an account, the Customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.

3.9 Service Charges

The Bank reserves the right and may exercise such right, at its discretion, to impose service fees and/or other charges stated in the Service Fees in respect of maintaining accounts/services and any account which, in the opinion of the Bank, is inactive or constantly carries a small balance or which has a balance in the Bank's unclaimed balance account. The whole available balance will be debited if the Primary Account balance is insufficient for any service fees on Integrated Account or OCBC Wing Hang Elite Gold Banking service. The remaining unpaid service fees will be accumulated and debited to the Primary Account again on the next charging date until full settlement. The Bank also reserves the right to recover the unpaid service fees out of any Sub-Account other than the Primary Account.

3.10 Document Retention

The Bank may at its discretion destroy any instructions of the Customer or other documents relating to the account after microfilming/imaging the same.

3.11 Business Hours

The business hours of the Bank may be extended, changed or otherwise revised by the Bank in accordance with its business requirements. A poster or notice posted in the lobby of the Bank where the account is open or operated shall constitute written notice to the Customer of such change. All business transacted and cheques paid for and on behalf of the Customer within the extended or revised business hours of the Bank shall be treated as if the same were transacted or paid during the normal business hours.

3.12 Collection of Amounts Due

The Bank shall be entitled to employ outside debt collecting agency and/or institution to collect any or all sums due but unpaid by the Customer for so doing, the Customer shall be obliged to pay the Bank all reasonable amount of costs and expenses reasonably incurred by the Bank in employing such outside debt collection agency or its nominated agent and all legal fees and disbursements reasonably incurred by the Bank in recovery thereof, if any.

3.13 Instructions

- (a) Subject to the Bank receiving such further documents as the Bank in its absolute discretion may require, the Bank shall be entitled (but not obliged) to act on all instructions (whether given by telephone, e-mail, telex, facsimile transmission, letter or otherwise) which the Bank reasonably believes is given by or on behalf of the Customer (whether such instruction is in fact given by or on behalf of the Customer and the Bank shall not be under any duty to verify the identity of the person giving the instruction) in connection with any of the accounts, in particular (but without limitation) with regard to:
- (aa) the withdrawal, transfer, delivery, disposal or other dealing of or with all or any moneys, securities, valuables, documents or other property of the Customer held by the Bank or its agent from time to time, whether held by way of security, safe custody or otherwise;
- (bb) the countermanding of any prior instructions, and the Customer agrees to keep the Bank fully indemnified against any claims, liabilities, expenses or losses which the Bank may incur or suffer by reason of acting pursuant to this Clause except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officer, employees in the course of employment.

Provided always that the Bank reserves the right to refuse or delay to act upon any oral instruction if, in its opinion, there are reasonable grounds to do so.

- (b) The Bank shall be entitled (but not obliged) to require any oral, telephone, e-mail, telex or facsimile transmission instructions to be confirmed by letter within such period as the Bank may specify, provided that the Customer's failure to so confirm will not prejudice or limit the right of the Bank to act on such oral, telephone, e-mail, telex or facsimile transmission instructions alone. Any written confirmation of any oral, telephone, e-mail, telex or facsimile transmission instructions shall clearly indicate that it is a confirmation of previously given oral, telephone, e-mail, telex or facsimile transmission instructions.
- (c) Any instruction that the Bank reasonably believes, is given by or on behalf of the Customer will be valid and binding on the Customer, whether or not it is in fact authorized. The Bank has no duty or responsibility whatsoever to monitor the acts of an Authorized Person or director(s) of the Customer (whether authorized signatory or not) and need not ensure or verify that an instruction or a transaction is for the Customer's benefit or within the authorities or powers of such person(s) (even if the Bank has actual knowledge of those authorities or powers). The Customer agrees not to hold the Bank responsible for any loss or damage as a result of the Bank following such instruction. Without prejudice to the aforesaid and any of the Bank's other rights, if the Bank believes, in its sole discretion, that any instruction issued by or on behalf of or purporting to be issued by or on behalf of the Customer may not have been authorized by the Customer or, even if issued or authorized by the Customer, may expose the Bank to any claims, suits, losses, expenses, liabilities or damage whether directly or indirectly, the Bank may decline to act on the instruction or may only act on the instruction after the Bank has received such confirmation and/or indemnity as required by the Bank in its absolute discretion. Without limiting the generality of the foregoing, in the event of :-
- (i) any ambiguity or conflict in the Customer's instructions;
- (ii) any contradictory instructions from the authorized signatories of the account or directors (whether each of them is an authorized signatory or not); or
- (iii) the Bank becoming aware of any dispute amongst Customer, authorized signatories and/or director(s);

the Bank may in its absolute discretion decline to act on the instructions until and unless the ambiguity or conflict or contradiction or dispute is resolved to the Bank's satisfaction or may act only on the consistent instructions of all authorized signatories of the account (whether the account requires only single or joint signatories) or all directors or upon receipt of the above mentioned confirmation and/or indemnity. Without prejudice to the generality of Clause 3.14(a), the Bank may also without giving reason and with or without notice to the Customer as the Bank determines, regard any mandate it holds as being suspended and may suspend the operation of all or any accounts of the Customer until such time as the Bank in its absolute discretion considers appropriate and shall not be liable therefor, except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officers and employees in the course of employment.

- (d) The Bank may without giving a reason and without liability, in its absolute discretion refuse to accept and/or comply with any instruction or request made by any person or entity (including without limitation, an attorney under a power of attorney) acting or purportedly acting on behalf of a customer (whether an existing customer or a past customer) until it receives such further confirmations, documents or information as it may require in its absolute discretion to its satisfaction.
- (e) The Customer agrees that all instructions, transmissions and correspondence relating to these Terms and Conditions or any transaction between the Customer and the Bank (including, without limitation, the transmissions of instructions from the Customer to the Bank, the transmissions of the Customer's orders by the Bank to the place of execution or the transmissions of reports of any executed orders by the Bank to the Customers) are to be sent at the Customer's risk and the Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery, whatever the cause may be, whether because of failure of communication facilities, governmental restrictions, suspensions of trading, war, strike, civil unrest or any other causes.
- (f) Any instruction, once received by the Bank, may not be rescinded or withdrawn without the consent of the Bank.
- (g) The Bank may record any telephone conversation between the Bank and the Customer and/or the Authorised Person in the course of its business.

3.14 Suspension and Termination of Services

- (a) The Bank may, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever, suspend any of its Services or close any account at any time and in any manner as the Bank in its absolute discretion considers appropriate, including without limitation where the Bank in good faith believes that any account (including without limitation, any savings, current, time deposit, investment or loan account) and/or any transaction or dealing transacted through or with the Bank or in connection with any of its Services may be used in connection with any criminal/unlawful activities, or any fraud may directly or indirectly be committed in connection with any such account, transaction or dealing.

Without prejudice to the generality of the foregoing, the Bank shall also be entitled to exercise its rights under the foregoing if, in its absolute discretion, (i) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions; (ii) the Customer is in breach of any representations or warranties under these Terms and Conditions; (iii) the maintenance or operation of any account or any part thereof may expose the Bank to any claims, suits, losses, expenses, liabilities or damages whether directly or indirectly; or (iv) a third party is claiming any interest or right (whether substantiated or not) over any account or any part thereof arising from or in connection with any allegation against the Customer of a breach of duty (including fiduciary or other duty).

- (b) Without prejudice to the generality of Clause 3.14(a), if in the Bank's opinion (i) the Account has not been satisfactorily operated or maintained by the Customer; or (ii) the Customer has committed any breach of or omitted to observe any obligation under these Terms and Conditions which amounts to a material default on the part of the Customer; or (iii) the Bank's books and records show a zero balance on any account for a continuous period of 6 months or for such shorter period as the Bank shall prescribe, the Bank may at any time at its absolute discretion by notice to the Customer close the account without being obliged to give any reason for so doing. In exceptional circumstances, the Bank may close the account without giving prior notice. Upon such notice of closure being sent to the Customer, the Bank shall henceforth be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the Customer and subsequently presented to the Bank. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom. The Bank may transfer any balance in an account closed by the Bank pursuant to this sub-clause to the Bank's Unclaimed Balance Account. Subject to payment of a service charge, the Customer may collect the balance from the Bank during the Bank's business hours.
- (c) The Bank shall not be liable to the Customer in respect of any loss and damage sustained or liability incurred by the Customer by reason of any acts, statements (express or implied) or omission of the Bank or its agents, officers or employees in exercising any of its rights under this Clause except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officers and employees in the course of employment.
- (d) The suspension of any of the Services or closure of any account shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted instructions at its discretion.
- (e) The Bank may freeze the accounts of the Customer if the Bank has notice that a petition has been presented for the Customer's bankruptcy or liquidation, or that a meeting has been called to consider a resolution for the Customer's liquidation, or that the Customer's partnership has been dissolved, or of any analogous process under any law, or of any third party claims, or that in the reasonable opinion of the Bank there are some irregularities in the operation of the Customer's account, or that there are disputes over payments made to the Customer's accounts.

3.14A Anti-Money Laundering and Sanctions

- (a) The Customer agrees that the Bank may delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that:
 - (i) the transaction may breach any laws or regulations in Hong Kong or any other country;
 - (ii) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the United States, the European Union or any country; or
 - (iii) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Hong Kong or any other country.
- (b) Unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf in agreeing to be bound by these Terms and Conditions.
- (c) The Customer declares and undertakes to the Bank that the processing of any transaction by the Bank in accordance with the Customer's instructions will not breach any laws or regulations in Hong Kong or any other country.
- (d) The Bank may take and instruct any delegate to take any action which it in its sole discretion considers appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on accounts (particularly those involving the international transfer of funds) including the source of the intended recipient of fund paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the accounts or the Bank's performance of its obligations under these Terms and Conditions. Where possible, the Bank will use reasonable endeavors to notify the relevant parties of the existence of such circumstances. Neither the Bank nor any Agent of the Bank will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by the Bank or any delegate of the Bank pursuant to this Clause 3.14A.

3.15 Deceased Customer or Mentally Incapacitated Customer

- (a) In the event of the death or mental incapacity of the Customer being an individual person, the Bank shall be entitled to refuse any withdrawal of the credit balance, if any, from an account, regardless of whether such account is held jointly or singly or on trust, until the Bank is satisfied in its sole discretion that (i) the proper disposition of the Customer's interest in the account has been finally and validly determined and (ii) procedures or steps reflecting good practices generally applicable to the circumstances or specifically required by the Bank (including the opening of a new account in a representative capacity or committee account, and the giving of an indemnity to the Bank) shall have been performed or taken. The Bank shall be entitled to deduct from any account of the Customer all costs and expenses (including legal fees) paid or incurred by the Bank with respect to or relating to any account or its termination, or the transfer of the credit balance thereof to any person legally entitled to such balance.
- (b) In the event of the death of the Customer being an individual person, the Bank shall be entitled (but not obliged) to give and /or disclose (including in case of a joint account, without consent of the surviving Customer) to any person applying for a grant of probate or letter of administration of the estate of the deceased Customer any information or documents or matters relating to the account including, without limitation, the details and balance of the account (and, in addition, the name of the surviving Customer, in case of a joint account), for the purposes of facilitating such application or any procedures or proceedings incidental to or rising from such application or ascertaining the property comprising the estate of the deceased Customer, without any liability to any person deriving an interest from the estate of the deceased Customer (and/or the surviving Customer, in case of a joint account).

3.16 Disclosure of Information

- (a) The Customer understands that the Bank may not be able to provide service to him if he fails to provide any information requested by it.

- (b) The Customer hereby authorizes the Bank and any recipient of his personal and account information or records from the Bank to disclose to any (1) agent; (2) financial institutions, service providers, credit reference agencies, collection agencies agents, contractors; and (3) other person who has established or proposes to establish any business relationship with the Bank and any such person or entity may utilize such information in the course of any business carried on by him or it. Without prejudice to the generality of the foregoing, the Customer further authorizes the Bank to disclose and transfer from time to time all data or information in connection with the Customer's accounts and business with the Bank and relating to any third person that the Customer may provide to the Bank to (i) any of the Bank Group Companies (whether in or outside Hong Kong); (ii) professional adviser, insurer or valuer; and (iii) any actual or proposed participant in, or assignee or novatee of the Bank's rights in relation to, the Customer's accounts or any banking services. Nothing in these Terms and Conditions (including any other provisions of this Clause 3.16) shall in any event restrict the scope of this Clause 3.16(b).
- (c) For individuals, sole proprietorships and partnerships:
The Customer agrees that all personal data relating to the Customer collected by the Bank from time to time and any information relating to the Customer (including without limitation the Customer's products and services portfolio information, transaction pattern and behavior, financial background, demographic data, dealings, transactions and relationship with the Bank) may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time in whatever manner (including publication on the Bank's website), and for the avoidance of doubt and in addition to the foregoing such data may be (i) transferred outside Hong Kong; (ii) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance), and (iii) disclosed to and between any Bank Group Company (whether in or outside Hong Kong) and non-Bank Group Company for whatever purposes (including without limitation designing and providing banking and/or financial services or related products for the Customer's use, marketing and promoting services and products to the Customer, conducting market research and data analysis, and any purposes relating or incidental thereto) and/or by way of banker's or credit references in respect of the Customer.
- (d) For companies:
The Customer agrees that the Bank may transfer and disclose any information provided by or relating to the Customer (including without limitation the Customer's corporate background and financial condition, account information, dealings, transactions and relationship with the Bank) to all or any of (i) financial institution with which the Customer has or proposes to have dealings; (ii) actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to the account; (iii) agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; (iv) other person under a duty of confidentiality (on such terms as deemed acceptable by the Bank) to the Bank; and (v) any Bank Group Company (whether in or outside Hong Kong) for whatever purposes (including without limitation designing and providing banking and/or financial services or related products for the Customer's use, marketing and promoting services and products to the Customer, conducting market research and data analysis, and any purposes relating or incidental thereto).
- (e) The Customer consents to the Bank's disclosure of and authorizes the Bank to disclose all of the Customer's personal, account or business data or information (whether any of such data or information is confidential, including without limitation, account numbers, balances, revenue, balance, deposits, receipts, withdrawals, payments, encumbrances, security given, trade data, transaction data with the Bank or Bank Group Companies, name, address, identification documents, identifier, corporate affiliation, business licence, certificates, organizational documents, beneficial owners, control persons, account signatories, product-related information, financial information, transaction history, expected or anticipated activities, board resolutions, trading locations, reports, tax information, know-your-customer information, source of funds, client risk assessment, information about the Customer's guarantor (if relevant), and personal data of the Customer's staff, shareholders or other related persons) if required or permitted to do so by :
- (i) any law, order, directive, direction, rule, code, regulation, guideline or the like (whether having the effect of law) as applicable to the Bank or Bank Group Companies from time to time issued by;
 - (ii) any present or future agreement, arrangement or commitment, contractual or otherwise, undertaken by the Bank or Bank Group Companies with; or
 - (iii) any local or foreign legal, regulatory, supervisory or governmental, tax, law enforcement or other authorities, courts or tribunals, or self-regulatory or industry bodies or associations in any jurisdictions.
- Such disclosure may be made to any Bank Group Companies, affiliates, agents, brokers, suppliers, contractors, third party service providers, professional advisers, exchanges, markets, clearing houses or depositories, centralized clearing parties, custodians, nominees, clearing brokers, swap or trade repositories, reporting agents, submitting agents, multilateral or other trading facilities, swap facilities, auction facilities, regulators, supervisory or governmental authorities, tax authorities, courts, tribunals, law enforcement agencies, self-regulatory or industry bodies or associations, and/or any other person as contemplated under this Clause 3.16(e), whether inside or outside Hong Kong. Without prejudice to the generality of the foregoing, for the purposes of complying with regulatory reporting, clearing and/or trading obligation, the Bank may use a third party service provider to transfer trade information into a trade repository and that trade repository may engage the services of a global trade repository regulated by one or more governmental regulators.
- (f) The Customer acknowledges that disclosures made pursuant to Clause 3.16(e) may (i) be made to multiple parties as stated and result in certain anonymous swap transaction and pricing data becoming available to the public, and (ii) be made to recipients in a jurisdiction other than that of the disclosing party or in a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the Customer's home jurisdiction.
- (g) The Customer confirms and warrants that, in respect of any Customer's information or personal data provided to the Bank that relates to a third person, the Customer has obtained the consent of such third person as prescribed by the applicable law to the provision to the Bank of such Customer's information or personal data for the purposes of this Clause 3.16 to enable the Bank to collect, process, use, disclose, transfer and store such information or personal data, and that any third person to whom the Customer owes a duty of confidence in respect of the information or personal data disclosed has agreed and consented to the disclosure of that information or personal data.
- (h) For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on any confidential information required or permitted to be disclosed as contemplated in this Clause 3.16 but permits a person to waive such requirements by consent, the consent, agreement, authorisation and acknowledgement provided in this Clause 3.16 shall be a consent by the Customer for purposes of such law.
- (i) Any termination of the account by the Customer or the Bank shall not affect or terminate the Customer's authorization to disclose information given above in relation to information in the possession of the Bank at termination.

3.17 Representations, Warranties and Undertakings

- (a) The Customer represents, warrants and confirms that he is the sole and ultimate beneficial owner of, and has full authority to deal with, the fund, investment and property in his account, free from third party claims or interests. The Customer further represents, warrants and confirms that (i) he is acting as principal and not as agent for any other person in giving any instruction to the Bank and in entering into any transaction with his own decision, he has full capacity and authority to perform the obligations under these Terms and Conditions and the performance and enforcement of the Customer's obligations will not violate any laws or regulations code or guidelines issued by any regulators (whether or not having the force of law); and (ii) no account (including without limitation, any savings, current, time deposit, investment or loan account) and/or no transaction or dealing transacted through or with the Bank or in connection with any of its Services will be used in connection with any criminal/unlawful activities, or no fraud will directly or indirectly be committed in connection with any such account, transaction or dealing.
- (b) The Customer undertakes to forthwith provide, if not already provided, the Bank with all documents and information (including but not limited to identity, occupation, contact details, nature of business, source of funds, business structure, shareholdings and directorship) pertaining to the ultimate beneficial owner of any account and/or the person ultimately responsible for giving any instruction or for entering into any transaction as may be required by the Bank. If at any time there is any change in the ultimate beneficial ownership, the Customer shall forthwith inform the Bank in writing and to provide all necessary documents as required by the Bank to prove such change to the satisfaction of the Bank. The Customer also represents and warrants that the information provided by the Customer to the Bank for the purpose of Clause 2.3 is true, accurate, correct, complete, and up-to-date.
- (c) If the Customer opens or maintains an account or enters into any transaction in his name as trustee or nominee for and on behalf of any other person, the Customer undertakes to forthwith notify the Bank the existence of such trust arrangement and to provide to the satisfaction of the Bank, within the time period specified by the Bank, with the information and documents pertaining to the details and nature of the trust for which he acts as trustee or nominee (including but not limited to the identities and details of all the trustees, nominees, authorized signatories, protectors, settlors, grantors and beneficiaries) as may be requested by the Bank.
- (d) If an account is opened or maintained by the Customer in his name as a professional intermediary or in the name of a unit trust, mutual fund, or any other investment scheme (including staff provident fund and retirement scheme) managed or administered by the Customer as a professional intermediary as an agent, such Customer represents, warrants and undertakes that:
- (i) he has put in place and will continue to maintain reliable systems to verify his clients' identities and he shall provide such information and documents as may from time to time be requested by the Bank within the time period specified by the Bank for it to verify the client due diligence procedures conducted by the Customer at any stage to the satisfaction of the Bank;
 - (ii) for any of the accounts opened by the Customer on behalf of a single client of the Customer or there are sub-accounts for each individual client of the Customer where funds are not co-mingled in the Customer's account, the Customer shall provide such information and documents pertaining to the identities and details of the Customer's clients as may from time to time be requested by the Bank within the time specified by the Bank to the satisfaction of the Bank;
 - (iii) for any of the Customer's accounts in which the funds for his individual clients are co-mingled, the Customer has proper systems and controls to allocate funds in the pooled account to his individual underlying clients and he shall provide such information and documents as may from time to time be requested by the Bank within the time period specified by the Bank for it to examine the systems and controls implemented by the Customer at any stage to the satisfaction of the Bank; and
 - (iv) the Customer shall provide such information and documents as may be requested by the Bank from time to time in relation to any transaction passing through the account and he agrees that the Bank may report and provide details of any such transaction to any relevant regulatory or government agency or authority as the Bank considers appropriate.
- (e) The representations and warranties contained in this Clause shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the Services and/or account.
- (f) If any representation, warranty, undertaking or obligation contained in this Clause is inaccurate, breached, not fulfilled or performed, the Bank shall be entitled (but not bound) to in its absolute discretion refuse to give effect to any instruction and/or provide any Service to the Customer, suspend or terminate any transaction and/or the operation of any account, and/or close the account. The Bank shall not be liable for any loss or damage which may be sustained or incurred by the Customer or any third party in relation thereto except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its employees in the course of employment.

3.18 Change of Personal Particulars

The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank.

3.19 Indemnity

To the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.3 (if applicable), the Customer shall indemnify the Bank, its directors, agents, officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis and other expenses of reasonable amount and reasonably incurred, and any claims by the Hong Kong Inland Revenue Department on the Bank for tax in respect of any profits or gains attributable to the Customer) 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 services provided by the Bank or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions unless due to the negligence or willful default of the Bank, its directors, agents, officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

3.19A Gross-Up

All sums payable by the Customer to the Bank shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any (local or foreign) tax or other deductions or withholdings of any nature. If the Customer or any other person is required by any (local or foreign) law or regulation or any Government Authority (whether pursuant to any agreement with the Government Authority or otherwise) to make any deduction or withholding (on account of tax or otherwise) from any payment payable to or for the account of the Bank, the Customer shall, together with such payment, pay such additional amount as will ensure that the Bank receives (free and clear of any tax or other deductions or withholdings) the full amount which the Bank would have received if no such deduction or withholding had been required. The Customer shall promptly forward to the Bank copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant recipient. If at any time the Customer becomes aware that any such deduction, withholding or payment is or will be required, the Customer shall immediately notify the Bank and supply all available details thereof.

3.20 Waivers and Severability

- (a) Any forbearance or delay by the Bank in exercising any right or remedy shall not be treated as a waiver of such right or remedy and any single or partial exercise of any right or remedy shall not prevent its further exercise. No course of dealing between the Customer and the Bank nor any particular waiver shall be deemed a waiver in any other instance. The Bank's rights, remedies and entitlements shall continue in full force and effect until they are specially amended or waived in writing by the Bank.
- (b) If any one or more of the provisions contained in these Terms and Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

3.21 Governing Law & Jurisdiction

- (a) These Terms & Conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of Hong Kong SAR courts.
- (b) Nothing shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

3.22 Binding Effect

These Terms and Conditions shall be binding on and enure to the benefit of the Bank and its assigns, the Customer and his legal representatives and successors and shall also be so binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

3.23 Governing Version

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

3.23A Third Party Rights

Nothing in these Terms and Conditions is intended to grant to any third party any right to enforce any term of these Terms and Conditions or to confer on any third party any benefits under these Terms and Conditions for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

3.24 Miscellaneous

- (a) Each of the rights, powers and remedies given to the Bank under these Terms and Conditions shall be cumulative with and without prejudice and in addition to all other rights, powers and remedies given to the Bank under or by virtue of any other agreement between the Bank and the Customer, statute or rule of law or equity.
- (b) The Customer's rights and obligations under in respect of the accounts and the monies therein shall not without the Bank's prior written consent be assigned or subject to any third party's rights or encumbrances and such consent shall not be unreasonably withheld by the Bank. The Bank may by written notice assign any of its rights and obligations under the accounts to any person, and may disclose to its professional advisers and any actual or potential assignee any information in connection with the accounts or any banking services.
- (c) The Customer shall, immediately upon the Bank's request and at the Customer's own expense, execute any further documents and take any other action which the Bank may require for the purpose of protecting or securing the Bank's rights in respect of or under these Terms and Conditions.

Schedule I : Deposit Accounts Services

Deposit Accounts in single or multiple-currencies include:

- Current account
- Savings account (statement or passbook type)
- Time deposit account
- Renminbi account
- Integrated Account or OCBC Wing Hang Elite Gold Banking service

1. Account Opening

Prior to the opening of an account or subscription of Services, the Customer is required to complete and sign such forms and specimen signature cards as may be prescribed by the Bank. The Customer should provide personal references acceptable to the Bank upon request by it.

The Customer agrees that in subscribing for Integrated Account or OCBC Wing Hang Elite Gold Banking service, he will terminate the other one of the aforementioned types of Services (if any) so that the Customer will have only subscribed for either one of the aforementioned Services (but not two of them) with the Bank at any point of time.

2. Non-Negotiable/Non-Assignable

All deposits are not negotiable and not assignable.

3. Minimum Initial Deposit Amount

A deposit account may be opened with such a minimum initial deposit and with such a tenor as prescribed by the Bank from time to time. This minimum initial deposit requirement is also applicable upon the subscription of Integrated Account or OCBC Wing Hang Elite Gold Banking service and may be fulfilled by the aggregate available balance of one or more Sub- Accounts.

4. Deposit Subject to Final Payment

The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank are subject to final payment. The Customer may not draw against uncleared cheques or monetary instruments. The Bank reserves the right to recover from the Customer in full any loss reasonably sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments unless the same is reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees. The Customer agrees to indemnify the Bank against all losses damages demands actions and liabilities whatsoever reasonably incurred or sustained by the Bank for such acceptance unless the same are reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees.

5. Cheques drawn to Third Party

Cheques or monetary instruments drawn to the order of a third party may be accepted for deposit at the sole discretion of the Bank without prejudice to its rights to claim from the Customer any loss reasonably incurred by the Bank arising from such acceptance or as a result of the Bank's endorsing the cheques or for any cause whatsoever unless the same are reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees. The Customer shall undertake to refund in full to the Bank immediately upon request any loss and expenses reasonably sustained or incurred by it unless the same are reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees.

6. Deposit of Cheques/Monetary instrument

All local cheques and monetary instruments received for collection (i) after the normal clearing time (from time to time determined at the discretion of the Bank) of any Business Day; or (ii) on a Saturday will be treated as received for an account on the Business Day (but excluding Saturday) immediately succeeding that day.

For cheques and monetary instrument drawn on a bank in Shenzhen or in the Guangdong province, the clearing will be completed on the next clearing days (defined as a day other than Saturday, Sunday and all public holidays in either Hong Kong or Shenzhen/Guangdong Province (as the case may be)).

7. Auto Payment Transaction

Unless otherwise expressly agreed in writing between the Bank and the Customer, if any date specified for effecting an auto payment transaction concerning an account shall fall on a day which is not a Business Day or which is a Saturday, such account shall be debited or credited (as the case may be) on the immediately succeeding Business Day (but excluding Saturday); and if that immediately succeeding Business Day (but excluding Saturday) shall fall in the next calendar month, then such account shall be debited or credited (as the case may be) on the Business Day (but excluding Saturday) immediately preceding the said transaction date; and if in a given calendar month there is no date corresponding to the said transaction date, such account shall be debited or credited (as the case may be) on the last Business Day (but excluding Saturday) of the calendar month in which the said transaction date initially falls.

8. Document Receipt

When making deposits, the Customer should properly fill in the pay-in slips or vouchers or required documents provided by the Bank for this purpose. Copies of these pay-in slips or vouchers or required documents, when duly validated by machine print or an authorized officer of the Bank, will be handed back as receipts to the Customer.

9. Interest Rate

Interest rate (whether positive or negative interest rate) is posted from time to time without prior notice, in the lobby of the Bank and/or advertised in the press. Interest will be calculated on the basis of 365-day year for Hong Kong Dollar, Thailand Baht, Singapore Dollar and Pound Sterling and 360-day year for all other foreign currencies (for

both ordinary and leap years). Interest accrued (including negative interest) will be credited to or debited from (as the case may be) an account at any interval specified by the Bank for specific deposit products. No interest will be payable to an account if daily balance of which is less than a minimum amount to be determined by the Bank from time to time.

10. Accounts in Foreign Currencies (excluding RMB accounts)

The following provisions shall apply to deposit accounts in foreign currencies:

(i) Source of Funds

All foreign currency deposit accounts are in form of TT, deposits other than TT may be accepted at the sole discretion of the Bank and are subject to exchange premium.

(ii) Cash Drawing

Subject to the availability of foreign currency notes, cash drawing may be allowed. However, the Bank reserves the right at any time without notice, and at its entire discretion and without liability, to refuse such cash drawing, and the Bank's obligation shall be discharged by the tender of an equivalent amount (as conclusively determined by the Bank) in Hong Kong Dollar or in such currency as may then be in local circulation or be discharged in any other manner which the Bank in its sole and absolute discretion thinks fit. The Customer acknowledges and accepts the currency risk that may involve and the loss that may incur in any such conversion.

(iii) Withdrawal Payment Methods

Notwithstanding that the account is a foreign currency account or that the deposit has been made or is expressed to be in foreign currency, the Bank shall have the right, option and absolute discretion to pay the Customer in full satisfaction of his deposit or any part thereof and/or the interest thereon in such Account in any of the following manners:-

- (a) by payment in bank notes in the currency of the relevant foreign country; or
- (b) by effecting CHATS or telegraphic transfer in the currency of the relevant country in accordance with the Customer's written instructions; or
- (c) by issuing to the Customer a demand draft to be drawn by the Bank on a correspondent bank in the currency of the relevant country; or
- (d) by issuing USD Cashier Order; or
- (e) by payment in Hong Kong Dollar of the amount equivalent to the foreign currency of the Customer's deposit or any part thereof and/or the interest thereon at such rate of exchange as will be ruling in the unofficial or open market in Hong Kong at the time of payment by the Bank to the Customer of such deposit or any part thereof and/or the interest thereon to be withdrawn by the Customer. In the event of there being any difference between what is known as the 'selling rate' and the 'buying rate' in such open market, the 'buying rate' shall be adopted for the purpose of fixing the above rate of exchange. In the absence of such unofficial or open market rate as aforesaid at the time of payment, then the official rate of exchange between the foreign currency and the Hong Kong Dollar prevailing at the time of payment by the Bank to the Customer of the deposit or any part thereof shall be adopted for the purpose of fixing the abovementioned rate of exchange; or
- (f) By satisfying the withdrawal by the Customer of his deposit or any part thereof and/or the interest thereon in more than one of the above manners by dividing the amount of the deposit to be withdrawn by the Customer into one or two separate parts, so that each such part of the amount to be withdrawn by the Customer may be satisfied in one or the other manners.

and the Customer shall have no right to object thereto.

In case of (b) and (c) above, the Bank shall have absolute discretion in the choice of correspondent banks. Any transaction arising thereof shall be subject to the laws and regulations and to government measures and restrictions of the country in which the Bank's correspondent banks are situated. The Customer accepts all the risks of or arising from any such laws, regulations, measures and restrictions. The Bank is entitled to debit the account the amount of its charges and expenses and, as appropriate, those of its correspondent banks. The Bank shall have no responsibility for or liability to the Customer for unavailability of such currency due to restrictions on convertibility, requisitions, exchange control, change in law or other similar causes beyond the Bank's control.

11. Bank's Right

The Bank reserves the right at any time without notice, and in its entire discretion and without liability, to refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit.

12. Liabilities

12.1 After taking such practicable steps as the Bank may reasonably consider appropriate to check the passbook, the signature and/or impression of seal/chop on the withdrawal slip, the Bank shall be entitled (but not bound) to accept as genuine and act upon such instruction believed by the Bank in good faith to have been given by the Customer or the Authorized Person. The Bank shall not be under any obligation to enquire into the genuineness of the signature and/or impression of seal/chop thereon nor into the good faith of the person giving such instruction and such instruction shall be binding on the Customer. Subject to the foregoing, any payment made by the Bank to a person producing the passbook and withdrawal slip bearing the signature and/or impression of seal/chop of the Customer, notwithstanding that the signature and/or impression of seal/chop has been obtained fraudulently or without the express and implied authority of the Customer, shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.

12.2 The Bank shall exercise reasonable care in relation to the custody and presentation of cheques presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of cheques or delay in presentation thereof in the absence of willful default or negligence on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of cheques or delay in presentation while the cheques are in the custody of any properly authorized third party through whom such cheques are presented for collection. In no event shall the Bank be liable for any consequential loss arising as a result of the loss or destruction of cheques or their delay in presentation.

13. Withdrawal Restriction

Except current account, balance in deposit accounts cannot be withdrawn by cheque.

14. Overdraft

If temporary overdraft is granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.

Debit interest calculated on the basis of a 365-day year for Hong Kong Dollar, Thailand Baht, Singapore Dollar and Pound Sterling and 360-day year for other foreign currencies (for both ordinary and leap years) shall accrue on the daily outstanding amount drawn under the overdraft at the rate or rates from time to time determined by the Bank. Interest shall be payable whether or not the Customer receives notice of any change. The Bank shall be entitled to debit accrued interest to any overdraft account every month.

15. Inward Remittance – Foreign Currencies

Upon receipt of any inward remittance denominated in foreign currency through a correspondent bank for credit to an account without any specific instruction, the Bank shall at its own discretion convert the amount in the foreign currency so received into Hong Kong Dollar or currency of the account at the Bank's prevailing buying rate and shall credit to the account without prior notice to the Customer who shall undertake not to dispute with the Bank about the exchange rate so quoted. As a standard practice, for inward remittance transactions, the Bank does not pay interest to the Customer on funds before they are actually credited into the account with it, in case the Bank's account with its correspondent bank overseas has already been credited with those funds.

16. Account Closing

If an account is closed within three months from the date of its opening, the Bank may, at its discretion levy a charge stated in the Service Fees. When the current account is closed, the Customer must return all unused cheques to the Bank. The Bank shall be entitled to close a fixed deposit account without notice to the Customer if the account has a zero balance.

Current Account (HKD + USD)

1. Cheque Book Application & Delivery

Conventional blank cheques will be provided free of charge or at a charge from time to time fixed by the Bank. When a cheque book is required, the Customer must sign an application form supplied by the Bank using the same signature and/or chop as appear on the Bank's file or alternatively by other means or in any manner acceptable to the Bank. The Bank may, in its discretion, refuse the issue of a cheque book. If the Customer does not apply in person, the Bank may at its discretion deliver the cheque book to the bearer of the application form, or forward it to the last known address, place of business, or registered office of the Customer as recorded by the Bank by mail or by hand, the Bank assumes no responsibility for any delay or loss occasioned by any modes of forwarding.

2. Receipt of Cheque Book

Upon receipt of a cheque book, the Customer should count the number of cheques carefully and examine the account and serial numbers printed thereon to avoid any discrepancy. Any irregularities should be promptly reported to the Bank. Cheque books should at all times be kept under lock to safeguard against loss or loss by theft.

3. Cheque-writing Guidelines

- (a) All cheque must be written in non-erasable ink or ball-point pen in Chinese or English and be signed in conformity with the specimen signature registered with the Bank.
- (b) The Customer should exercise care when drawing cheques and agrees that he will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. When issuing cheques, the amount, both in words and figures, should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word 'only' should be added after the amount stated in words. Only Arabic numerals should be used for figures.
- (c) In sending cheques through the post or otherwise, the words 'OR BEARER' should be deleted and the cheque crossed.

4. Alterations on Cheques

All alterations on cheques should be authenticated by the full signature of the drawer near the space where such alterations appear. Initials and abbreviations should not be used as the same could be forged easily and the Bank will not accept such initials unless previous arrangements have been made in respect thereof. The Customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

5. Cheque Payment

Any cheque to be drawn on any of the Bank's main branch or other Branches may, at the absolute discretion of its main branch or other Branches from time to time, be paid at the counter of its main branch or other Branches upon presentation, or otherwise honoured by its main branch or other Branches provided it is clearly understood that its main branch or other Branches may refuse or discontinue at any time without notice to so honour any cheque drawn on its main branch or other Branches. Any payment by its main branch or other Branches on such cheque will be fully discharged to the Bank to the extent thereof and will be a debit against the Customer's account with such Branches of the Bank on which the cheque is drawn.

6. Loss of Cheque

When a signed cheque is lost the Customer should immediately report the loss to the Bank in writing with instructions to stop payment of such a cheque. If the cheque is stolen, the Customer should also report the loss to the nearest police station. The Bank will not be liable in any way to the Customer if the cheque is paid prior to the receipt of the instruction to stop payment. If blank cheques are lost, the Customer should notify the Bank immediately and request for their cancellation.

7. Insufficient Fund

The Bank will not honour any cheque if the account on which the cheque is drawn does not have sufficient funds. If temporary overdraft facilities are granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.

8. Cheque Imaging

The Customer agrees that:

- (a) cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
- (b) the Bank is authorized to contract, inter alia, with collecting banks and HKICL in accordance with the terms in paragraph (a).

Savings Account

For Passbook Type

1. Passbook Updating and Keeping

- (a) The Customer is provided with a passbook which must be presented for every withdrawal at the Bank's counter. The passbook is not transferable or assignable and cannot be pledged as security.
- (b) Passbook is for the Customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook. Passbook should be presented to the Bank regularly for recording of any entries of interest or unposted items.
- (c) Passbooks should be kept in a safe place under lock and key. If the passbook is lost, the Customer must immediately report such loss in writing to the Bank. The Bank will issue a new passbook to the Customer after enquiry has been made to the satisfaction of the Bank and a letter of indemnity shall be furnished by the Customer, and/or any other person in such form and on such condition as the Bank may at its absolute discretion think fit.

2. Black Light Signature

At the discretion of the Bank, the Customer with a passbook bearing his black light signature may make withdrawals from any branch of the Bank not exceeding an amount as determined by the Bank from time to time.

For Passbook & Statement Type

1. Withdrawal

Balance in the account cannot be withdrawn by cheque. If temporary overdraft facilities are granted by the Bank, the Customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.

2. Examine Transaction

After each transaction, the Customer should examine the passbook/transaction advice before leaving the counter to ensure that the correct entry/transaction has been made therein. No entries and alterations are allowed to be made in the passbook by the Customer.

Time Deposit Account

1. Deposit Confirmation or Slip

Deposit placed with and accepted by the Bank will be evidenced by a Deposit Confirmation or Slip issued by the Bank. The Customer is requested to examine the Deposit Confirmation or Slip and to notify the Bank any errors or omissions found therein forthwith.

2. Interest Rate

Unless otherwise specified, interest rate is fixed at the inception or renewal of each deposit and will be displayed in the lobby of the Bank where the time deposit account is opened or operated.

3. Interest Earned

Unless otherwise specified, interest earned and accrued on a deposit will be payable on the maturity day and may be withdrawn at that time or added to the principal and re-deposited for a further term.

4. Maturity Instruction

(a) Instruction Given by Customer

Notwithstanding any maturity instruction given by the Customer, the Bank shall nevertheless have the right, option and at its discretion to pay the Customer in full satisfaction of the deposit or any part thereof and/or the interest thereon in such account in any of the following manners:

- i. by crediting the principal and interest to an account as designated by the Customer; or
- ii. by renewing the principal at the prevailing rate for the same tenor and pay the interest to the Customer or the Customer's order (in case of cashier order at a service charge as prescribed by the Bank from time to time);
- iii. by renewing the principal at the prevailing rate for the same term and credit the interest to an account as designated by the Customer;
- iv. by paying the principal and interest to the Customer or the Customer's order (in the case of cashier order at a service charge as prescribed by the Bank from time to time);
- v. by such manner as may be agreed between the Bank and the Customer from time to time.

Without prejudice to the generality of the aforesaid provision, if, for whatever reason(s) which is/are not reasonably foreseeable and/or is/are beyond the reasonable control of the Bank, the maturity instruction(s) of the Customers cannot be executed on the maturity date(s), the Customer hereby authorizes the Bank to suspend the maturity instruction(s) and renew the deposit together with the accrued interest in the same currency for a similar tenor according to the prevailing interest rate or otherwise specified, and the maturity instruction(s) will be executed on the next maturity date(s). The Customer hereby discharges the Bank for any losses or claims that may be incurred as a result of this arrangement.

(b) No Maturity Instruction Received by the Bank

If no maturity instruction has been received by the Bank upon maturity, the principal and accrued interest would be automatically renewed for a similar tenor according to the prevailing interest rate or otherwise specified.

5. Deposit withdrawal

(a) On Maturity Day

Deposit can be withdrawn on the maturity day upon proper written demand and is only repayable to the Customer at the account opening branch unless otherwise specified. The Bank shall be entitled (but not be under any duty) to require the production of the relevant documents for the withdrawal of the deposit.

(b) Before Maturity Day

Withdrawal of a deposit before maturity is not allowed and it will be at the sole and absolute discretion of the Bank to allow such a withdrawal in very exceptional circumstances and on such terms and conditions as the Bank shall think fit. Should the Bank agree to the withdrawal, the Bank reserves the right not to pay any interest on the deposit and to recover a handling charge of obtaining funds in the market for the pre-mature withdrawal of the deposit. Such charge to be deducted from the principal sum before the withdrawal is made.

However, the Bank shall, without giving any reason to the Customer, have the right to uplift the time deposit before the date of maturity provided that interest shall only be payable pro rata up to the date of uplifting the time deposit by the Bank instead of the whole period of the time deposit, without prejudice to other rights which the Bank may have.

6. Oral Instruction

After taking such practicable steps as the Bank may reasonably consider appropriate, the Bank may follow proper oral instructions from the Customer(s) or any one of the authorized signer(s) with respect to the renewal of time deposit and/or purchase and sales of foreign currencies and the Bank shall not be liable for acting in good faith upon such instruction. The issuance of Deposit Confirmation/Slip and/or Exchange Memo and/or Advice will be final and conclusive evidence of the Customer's instruction to the Bank.

Time Deposit Product Specify

- **Prime-linked (HKD)**

Interest Rate

The interest rate applicable to the deposit shall be determined daily by reference to the Bank's prevailing prime lending rate minus a margin (expressed as percentage figure per annum) which is fixed at the time of the deposit. Interest shall be credited to an account designated by the Customer and agreed by the Bank on a monthly basis.

Maturity

Upon maturity of a deposit, the principal sum will be withdrawn and credited to an account designated by the Customer.

- **Monthly Plus (HKD)**

Interest Rate

The interest rate is fixed at the inception of each deposit. The 'Monthly Interest Payable' sum indicated on the confirmation of deposit is only for the Customer's reference, and the exact amount of interest will be accrued on a daily basis and paid to an account designated by the Customer on a monthly basis, such designated Account should be either a Hong Kong dollar current or savings or statement account.

Maturity

Upon maturity of a deposit, the principal sum will be withdrawn and credited to the designated account.

- **Overnight Plus (HKD)**

Deposit Slip

Overnight Plus Deposit placed with and accepted by the Bank will be evidenced by a deposit slip issued by the Bank.

Interest Rate

Interest rate is fixed daily and will be displayed in the lobby of the Bank where the time deposit account is opened or operated and/or advertised in the press. Interest is accrued based on the daily balance of the account and will be credited to the account monthly or at an interval as specified by the Bank from time to time. No interest will be accrued if the daily balance falls below the minimum deposit amount as specified by the Bank and advised to the Customer from time to time.

Withdrawal Instruction

If no withdrawal instruction is received by the Bank upon maturity, the deposits will be automatically renewed for the same tenor according to the interest rate fixed for the day and no receipt will be issued.

- **Easy Rich / My Kid (HKD)**

Interest Rate

Deposit interest rate is to be specified at the inception of the savings plan and will be calculated on the daily balance. Interest earned will be credited to the account semi-annually.

Deposit

The minimum initial and monthly deposits are fixed by the Bank at the inception of the savings plan from time to time. Deposit is only allowed on a monthly basis. The deposit amount and the deposit date will be specified at the time of inception of the savings plan. The Customer must deposit monthly the specified amount on the specified date through any branch of the Bank. If the specified deposit date is not a Business Day or is a Saturday, such deposit date shall be postponed to the immediately succeeding Business Day (but excluding Saturday). All cheques, monetary instruments and transfers of funds accepted for deposit are credited subject to their being duly cleared. The Bank reserves the right to charge the Customer with items which is subsequently returned unpaid. The Customer may also place his monthly deposit through Autopay service. However, the Customer is still required to place monthly deposit over-the-counter before he receives the Autopay Acceptance Notice.

Estimated Value at Maturity

The estimated value at maturity is for information only. The actual value will be subject to the date of monthly deposit credited to the account and calculated at the pre-defined interest rate on daily basis.

Withdrawal

At the date the deposit is mature, the Customer must go to the account opening branch in person with the passbook and sign on the withdrawal slip supplied by the Bank using the same signature/chop as appears on the Bank's file. All deposit and interest should be withdrawn once and for all. Hong Kong Dollar Savings Account interest rate will be given to the deposit which is still kept in the Easy Rich / My Kid Account after the maturity date. Any pre-mature uplift of the deposit should be approved by the Bank, and the Bank may up to its own discretion levy a charge to the Customer.

Renminbi Account

1. Eligibility

- (a) An individual who is a holder of a Hong Kong Identity Card ("Hong Kong Resident") may open RMB Personal Accounts for Hong Kong Resident with the Bank, whereas one who is not a holder of a Hong Kong Identity Card ("Non-Hong Kong Resident") may open RMB Personal Accounts for Non-Hong Kong Resident. For the purpose of this section of "Renminbi Account", the holder of RMB Personal Accounts shall be referred to as "Personal Customer".
- (b) Only Hong Kong Designated Business Customer may open RMB DBC Accounts with the Bank.

2. RMB Savings and Time Deposit Accounts

- (a) A joint-name RMB Personal Account comprising a Hong Kong Resident and a Non-Hong Kong Resident may be designated as a RMB Personal Account for Hong Kong Resident, unless the Bank otherwise expressly designates.
- (b) The Bank reserves the right not to open any RMB Accounts for the Customer without giving a reason and without liability. Also, the Bank may at any time, by notice to the Customer, close any RMB Accounts maintained by the Customer with the Bank. The notice may, if necessary under the circumstances, take effect immediately.

- (c) (i) Personal Customer

Deposit into the RMB savings account may only be made by depositing Renminbi in cash (in a denomination acceptable to the Bank), by converting Hong Kong Dollars (whether in cash or being Hong Kong Dollars in a Hong Kong Dollar account maintained by the Customer with the Bank) at such exchange rate determined by the Bank, or by such other method as the Bank may from time to time stipulate at its sole discretion.

- (ii) Hong Kong Designated Business Customer

Deposit into the RMB savings account may only be made by depositing Renminbi in cash (in a denomination acceptable to the Bank), by Renminbi funds from RMB Bonds transfer and repayment of principal and interest thereof, or by such other method as the Bank may from time to time stipulate at its sole discretion.

- (d) The Customer may transfer RMB funds from his RMB savings account to another RMB savings account maintained with the Bank by another person other than a Hong Kong Designated Business Customer in Hong Kong.

- (e) (i) Personal Customer

Subject to Clause 2(e)(ii) below, the Customer may transfer RMB funds between different accounts and between different personal customers or corporate customers, whether within the Bank or not, in Hong Kong.

- (ii) Hong Kong Designated Business Customer

Transfer deposit of RMB funds to the RMB Accounts of the Hong Kong Designated Business Customer is not allowed, except for interbank fund transfer via RMB Real Time Gross Settlement System to and from the same-named account of the Customer in relation to the subscription and purchase of RMB Bonds and repayment of principal and interest thereof. Transfer withdrawal of RMB funds from the RMB Accounts of the Hong Kong Designated Business Customer is allowed.

- (f) Local cheques issued by banks in Hong Kong is accepted to be deposited into the RMB Accounts, including RMB cheques issued and drawn in relation to the subscription, acquisition and disposal of RMB Bonds or any other purpose as specified by the Bank from time to time. Cheque issued by banks outside Hong Kong is not accepted to be deposited into the RMB Accounts.

- (g) (i) Personal Customer

Except where the Bank stipulates otherwise, no withdrawal may be made from, no deposit may be made into and no transfer shall be made from or to the RMB time deposit account by way of currency exchange.

- (ii) Hong Kong Designated Business Customer

Except in accordance with Clause 2(e)(ii) above, the Hong Kong Designated Business Customer may not transfer RMB funds between his RMB savings account and RMB time deposit account.

- (h) Withdrawal from the RMB savings account may only be made by withdrawing RMB in cash, by withdrawing Hong Kong Dollars in cash (by converting RMB in the RMB savings account into Hong Kong Dollars at such exchange rate as determined by the Bank from time to time) or by such other method as specified by the Bank from time to time at its sole discretion.

- (i) Withdrawals of RMB funds from RMB savings account is subject to the availability of the currency in question. The Bank reserves the right to pay the Customer in other currencies, if necessary.

- (j) If at any time any RMB banknotes deposited into any of the RMB Accounts of the Customer is found or suspected to be counterfeit notes, without prejudice and in addition to any rights of the Bank, the Bank shall have the rights and is authorized by the Customer, without notice and without liability, to debit any account held by the Customer with the Bank the same amount of RMB or an amount in other currency equivalent to the amount of such banknote(s) calculated based upon the exchange rate determined by the Bank at its absolute discretion and to report to the relevant authorities. **The Customer shall indemnify the Bank against all losses, damages, actions and claims directly or indirectly arising out of or in connection with such banknotes and all actions taken by the Bank in relation thereto.**

3. Exchange

- (a) For exchange made through the RMB savings account which is a RMB Personal Account for Hong Kong Resident (via any channel including Internet Banking and Telematic Banking), the aggregate amount to be deposited or withdrawn per day shall not exceed such amount as specified by the Bank from time to time. The Bank may also specify the maximum amount per exchange transaction made in cash (including but not limited to via ATM facilities) for both Hong Kong Resident and Non-Hong Kong Resident.
- (b) Only RMB banknote-to-Hong Kong Dollar one way exchange service for cash or from a RMB savings account is provided to the Hong Kong Designated Business Customer for amounts received through his normal course of business.
- (c) The Customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates. The Customer hereby agrees that the Bank shall not be liable for any losses and damages arising out of or in relation to:
 - (i) any change in laws, regulations or orders issued by any government agencies or any other relevant bodies or any cause beyond the Bank's control which prohibits the execution of RMB exchange and remittance service by the Bank or by any financial institution associated with the Bank; or
 - (ii) the Bank's inability to quote RMB exchange rate or vary the spread of buy or sell rate due to market condition or the closure of RMB market.
- (d) If the Bank provides any exchange service, it shall be done at such exchange rate as determined by the Bank at its absolute discretion and subject to such terms as prescribed by the Bank.
- (e) The Bank may at its absolute discretion refuse to provide exchange service made through a joint-name RMB Personal Account.

4. Remittance

The Personal Customer may transfer funds from his RMB savings account to his account under the same name with a financial institution in the PRC designated by the Personal Customer and acceptable by the Bank (the "PRC Account"). The aggregate amount of funds transferred by the Personal Customer from his RMB savings account shall not exceed such amount as specified by the Bank from time to time in a day.

The Customer hereby acknowledges that all RMB funds if deposited into a financial institution or any other company related to or associated with the Bank which is incorporated outside Hong Kong including the PRC is not protected under the Deposit Protection Scheme Ordinance (Cap. 581).

The Personal Customer may, subject to the approval of the Bank and the relevant PRC authorities and in accordance with the applicable PRC laws and regulations, remit from the PRC Account the unused portion of the RMB funds which had been previously remitted to the PRC Account under this clause to his RMB savings account.

No remittance service may be provided to the Hong Kong Designated Business Customer.

Cross-border remittances to or from PRC or other places outside Hong Kong are subject to the rules and requirements of the jurisdiction of the originating or receiving end.

5. Representations, Warranties and Undertakings

- (a) Personal Customer
 - (i) The Personal Customer hereby represents and warrants that the RMB Personal Accounts shall be for the use of personal spending only. The Personal Customer hereby acknowledges that if, in the opinion of the Bank, the RMB Personal Account is suspected to be used for purpose(s) other than personal spending, the Bank may at any time by notice to the Personal Customer close the RMB Personal Accounts without any liabilities whatsoever.
 - (ii) The Personal Customer who is a Non-Hong Kong Resident undertakes to notify the Bank immediately if he/she has subsequently changed to become a Hong Kong Resident and agrees that the status of his/her RMB Personal Accounts will then be changed accordingly.
- (b) Hong Kong Designated Business Customer

The Hong Kong Designated Business Customer hereby warrants and represents that it is engaged in (i) commercial retail, (ii) catering, (iii) accommodation, (iv) transportation services, (v) communications services, (vi) medical services, or (vii) educational services, and all RMB funds deposited or exchanged are the normal receipts from such business in Hong Kong.

The Hong Kong Designated Business Customer hereby acknowledges that if, in the opinion of the Bank, the RMB funds deposited or exchanged is not commensurate with the stated scope and normal course of the business of the Hong Kong Designated Business Customer, the Bank may refuse to accept any RMB deposit or part of it or at any time by notice to the Hong Kong Designated Business Customer close the RMB DBC Accounts. The Hong Kong Designated Business Customer undertakes to notify the Bank in writing promptly if it is no longer engaged in any of the above businesses without any liabilities whatsoever.

6. General

- (a) Notwithstanding anything herein contained to the contrary, the Bank shall, at its sole and absolute discretion at any time and from time to time, **without liability to the Customers**, have the rights : (i) to amend, revise, add, vary, supplement or otherwise change such terms and conditions, specifications (including fees and charges) and information applicable to the RMB Accounts, and such amendments, revisions, additions, variations, supplements or changes shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customer absolutely; and/or (ii) to refuse, terminate, suspend, withdraw, modify, cancel or vary the provision of any Services (or any part thereof) to the Customer and/or to freeze, suspend, close, cancel any RMB Account without prior notice and without giving any reasons.
- (b) Without prejudice to Clause 6(a) above, the Bank reserves the right at any time to terminate the provision of any Services, freeze or suspend or close or cancel any RMB Account and/or transfer or convert any amount in any RMB Account in order to comply with the Bank's agreements with the clearing bank or any domestic agent bank in Mainland China and the applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) without prior notice, except as may be otherwise therein required, and the Customer shall agree to be bound by the same.

- (c) The scope and eligibility requirements of the Services in relation to RMB and/or the RMB Accounts are subject to the applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) as issued or promulgated by the relevant governmental and regulatory authorities in Hong Kong and Mainland China, the Bank's respective agreements with the clearing bank and domestic agent banks in Mainland China and all the terms and conditions from time to time issued by the Bank applicable to such Services and/or RMB Accounts.
- (d) The Customer expressly authorizes the Bank without prior notice and without giving any reasons (i) to disclose and exchange any data, information and documents provided to the Bank from time to time with whatever sources the Bank considers appropriate for the purpose of verification of the same; (ii) to disclose and/or report all or any data and information relating to or in connection with the Customer, any of the Customer's RMB Account and any Services provided to the Customer, and any of the Customer's transactions and dealings (including but not limited to any information and documents provided to or collected by the Bank from time to time) to the clearing bank, any relevant regulatory or governmental or semi-governmental agencies or authorities or organizations, within or outside Hong Kong, or any domestic agent banks in Mainland China, and (iii) to disclose any information or data concerning the Customer, its affairs, accounts, transactions and dealings to any of the Bank's branch, subsidiary, associated company or affiliate if the Bank shall determine at its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Bank or is in the interest of the Bank or is otherwise required by the applicable laws, regulations, code, guidelines and the like (whether or not having the force of law). **The Customer agrees that the Bank and any of the above entities shall not be liable to the Customer for such disclosure or exchange in accordance with this Clause 6(d).**
- (e) The termination of Services (or any part thereof) or the closure of any of the RMB Accounts shall not affect or terminate the Customer's authorization to disclose or exchange information in the possession of the Bank at the date of termination or closure.
- (f) The Customer shall provide to the Bank's satisfaction within the time specified by the Bank all such information and documents (including originals) as requested by the Bank from time to time for the purpose of monitoring the proper use of the RMB Accounts by the Customer.
- (g) The Bank reserves the right to charge any fees and charges from time to time and the same shall be revised by the Bank at its sole discretion. Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to debit any account of the Customer for the settlement of fees and charges.
- (h) The Customer represents, warrants and undertakes that:
- (i) all information and documents provided to the Bank by or on behalf of the Customer from time to time are true, accurate, complete and not misleading and all documents are genuine and all copies thereof conform to their originals;
 - (ii) it shall at all times observe and comply with all applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) and such terms and conditions from time to time in force; and
 - (iii) it shall inform the Bank in writing promptly if any of the above representations and warranties made or deemed to be made by the Customer transpires to be or shall become untrue or inaccurate in any respects.

The representations and warranties contained in this Clause 6(h) shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the RMB Accounts and/or Services (or any part thereof) and any related services.

- (i) **The Customer shall indemnify and keep the Bank on full indemnity basis from and against any and all claims, demands, actions, proceedings, losses, liabilities (actual or contingent), damages, risks, charges, costs (including legal costs reasonably incurred), expenses of whatsoever nature which may be incurred or sustained by the Bank arising out of or in connection with (i) any breach or non-performance by the Customer of any of such terms and conditions; (ii) any representations, warranties, information or documents provided to the Bank from time to time by or on behalf of the Customer being found or reasonably suspected to be untrue or incorrect or misleading or deceptive; (iii) any misuse of the RMB Accounts; (iv) the Bank's provision of or refusal to provide any Services to the Customer; and/or (v) the exercise or preservation of the Bank's powers, rights and remedies; save and except to the extent directly due to the negligence, fraud or willful misconduct of the Bank. This indemnity shall be an obligation of the Customer independent of and in addition to its other obligations to the Bank.**
- (j) **The Customer agrees that the Bank, its staff, agents and correspondents shall not be liable to the Customer for any action taken or not taken by them or either of them unless directly caused by their negligence, fraud or willful misconduct. Without prejudice to the generality of the foregoing, the Bank shall not be liable to the Customer for any action taken or not taken by the Bank (i) in the exercise of any of its rights, powers, discretion and remedies and/or (ii) for the compliance of any applicable laws, regulations, codes, guidelines and the like (whether or not having the force of law) and/or the agreements with the clearing bank or any domestic agent banks in Mainland China, even though any such action or inaction may be detrimental to the Customer's interest.**
- (k) The benefits and rights of the Customer are not transferable.

Personal Renminbi Current Account

Applicable Terms and Conditions

Personal Renminbi Current Account services and all related services are subject to

- i. these terms and conditions herein ("Terms and Conditions-RMBPCA"); and
- ii. the "Terms and Conditions for All Accounts and Related Services" in force from time to time (including the section of "Current Account (HKD+USD)" in Schedule I thereof and
- iii. all other terms and conditions in agreements, account opening and other documentation applicable respectively to the services and facilities offered under or otherwise covered by the Renminbi Services.

In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions- RMBPCA, the relevant "Terms and Conditions for All Accounts and Related Services" and the other terms and conditions mentioned under (iii) above, these Terms and Conditions-RMBPCA shall prevail to the extent of the conflict or inconsistency.

Definitions and Interpretation

1. (a) In these Terms and Conditions-RMBPCA :

"Customer" means an individual customer whose name the RMB Current Account is opened and maintained and includes its lawful successor;

"Renminbi Services" means any banking services or other services in relation to RMB provided by the Bank (whether under the RMB Current Account or otherwise) to the Customer from time to time at sole and absolute discretion of the Bank;

"RMB Current Account" means the Personal Renminbi Current Account opened, operated and maintained by a Customer with the Bank.

- (b) Unless the context otherwise requires, the terms and expressions used herein shall bear the same meaning as the "Terms and Conditions for All Accounts and Related Services".

Personal Renminbi Current Account

2. An individual who is over 18 (whether he is a holder of a Hong Kong Identity Card or not) and maintained a RMB savings account with the Bank may open a RMB Current Account.
3. Unless otherwise agreed by the Bank, the Customer may only maintain one RMB Current Account with the Bank at any time. The Bank reserves the right not to open any RMB Current Account for the Customer without giving any reason and without any liability.
4. No interest is payable on the credit balance in the RMB Current Account.
5. No currency conversion is allowed to be made through the RMB Current Account by the Customer.
6. Deposit into the RMB Current Account may only be made by depositing Renminbi in cash (in a denomination acceptable to the Bank), by transferring Renminbi funds from any another RMB accounts, depositing RMB cheques issued in Hong Kong or by such other method as the Bank may from time to time stipulate at its sole discretion. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the RMB Current Account or other accounts maintained with the Bank with items which are subsequently returned unpaid.
7. No RMB coins are accepted for deposit into the RMB Current Account.
8. No overdraft facilities will be granted and no overdrawing is permitted in respect to the RMB Current Account.
9. The Bank shall be entitled to return or dishonor any cheque at its absolute discretion if (a) the monies standing to the credit of the RMB Current Account are insufficient to settle the cheque; or (b) any technical error is spotted on such cheque. Notwithstanding the aforesaid, the Bank shall be entitled (but not obliged) to deduct any amount from the RMB savings account or any other accounts for the settlement of the cheque if there is insufficient fund in the RMB Current Account. In these events, a fee or charge shall be charged to the Customer.
10. For the purpose of settling the obligations and liabilities of the Customer under these Terms and Conditions-RMBPCA, the Bank is authorized to carry out any currency conversion as the Bank may consider necessary (whether from any amount held in other account in other currency to RMB or otherwise) at such rate as determined by the Bank absolutely and the cost of such conversion shall be borne by the Customer.
11. The Customer may transfer RMB funds from his/her RMB Current Account to another RMB account whether it is under the same name, within the same bank or not, including interbank fund transfer via RMB Real Time Gross Settlement System.
12. No cash cheques may be drawn on the RMB Current Account. All cheques issued under the RMB Current Account must be drawn in RMB, crossed and marked account-payee only. All cheques are non-transferable.
13. The Customer is not permitted to withdraw RMB banknotes from the RMB Current Account by presenting cheques in Hong Kong Special Administrative Region and/or any of the Bank's branches in Mainland China.
14. The Customer may draw cheques on the RMB Current Account to pay for consumer expenses within the Guangdong Province (including Shenzhen) in Mainland China or for such other purposes as the Bank may specify from time to time. The total amount of cheques drawn by the Customer under the RMB Current Account on any day is subject to a limit, if any, from time to time specified by the Bank. The Bank is authorized, at its absolute discretion and without prior notice to the Customer and without any liability to the

Customer, not to pay any or all of the cheques presented on the same day. If the Bank chooses to pay any of them, the same shall be paid in such order as may be determined by the Bank in its absolute discretion so that the total sum paid on such day will be kept within such limit; but if the Bank chooses not to pay, the Bank is authorized to return any one or all presented cheques.

15. Renminbi cheques shall be used in such manner in accordance with the rules and regulations as from time to time advised by the Hong Kong Monetary Authority, the clearing bank and any other authorities, and their use is also subject to the laws and regulations of the place concerned, and the conditions, rules and procedures of the persons or banks to which the cheque is to be delivered or presented and the rules and restrictions as the Bank may impose from time to time.
16. In connection with any banking transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong, the Customer acknowledges that the operation of the RMB clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time).
17. Clause 6 (General) of the “Renminbi Account” under “Schedule I : Deposit Services” of the “Terms and Conditions for All Accounts and Related Services”, mutatis mutandis, shall apply to these Terms and Conditions-RMBPCA whereby references to the following terms in the said Clause 6 shall have the following meanings:
 - (a) “Customer” includes a Customer as herein defined;
 - (b) “RMB Account” or “RMB Accounts” includes the RMB Current Account as herein defined;
 - (c) “Services” includes the Renminbi Services as herein defined; and
 - (d) “these terms and conditions” includes these Terms and Conditions-RMBPCA.
18. These Terms and Conditions-RMBPCA shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.
19. Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.

Corporate Renminbi Account

Applicable Terms and Conditions

Renminbi Services (as defined below) and all related services are subject to

- (i) these terms and conditions herein (“**Terms and Conditions-RMBCRA**”);
- (ii) the “Terms and Conditions for All Accounts and Related Services” in force from time to time (including the section of “Current Account (HKD+USD)” in Schedule I thereof but excluding the section of “Renminbi Account”); and
- (iii) all other terms and conditions in agreements, facility letters, account opening and other documentation applicable respectively to the services and facilities offered under or otherwise covered by the Renminbi Services.

In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions- RMBCRA, the relevant “Terms and Conditions for All Accounts and Related Services” and the other terms and conditions mentioned under (iii) above, these Terms and Conditions-RMBCRA shall prevail to the extent of the conflict or inconsistency.

Definitions and Interpretation

1. Unless the context otherwise requires, the terms and expressions used herein shall bear the following meanings:

“Applicable Regulations”	means any law, regulation, order, rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any government, regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Hong Kong and the Mainland China) applicable from time to time to the Bank;
“Bank”	means OCBC Wing Hang Bank Limited, which includes all its branches and offices wherever situated and its successors and assigns;
“Customer”	means the corporate customer in whose name the Renminbi Savings Account and/or the Renminbi Current Account is opened and includes its lawful successor;
“RMB”	Renminbi (“ RMB ”) means the legal currency of the Mainland China for the time being;
“Renminbi Current Account”	means the RMB current account opened and maintained by the Customer with the Bank;
“Renminbi Savings Account”	means the RMB savings or deposit account including Renminbi Statement Savings Account, Renminbi Passbook Savings Account and Renminbi Time Deposit Account opened and maintained by the Customer with the Bank;
“Renminbi Accounts”	means the Renminbi Current Account and the Renminbi Savings Account, and “Renminbi Account” means either of them;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong dollar” or “HKD”	means the lawful currency of Hong Kong for the time being;
“Mainland China”	means the People’s Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);
“Renminbi Services”	means any banking services or other services provided by the Bank to the Customer as permitted by the Applicable Regulations in relation to RMB from time to time, subject to the agreements between the Bank and the clearing bank or the domestic agent bank(s) in Mainland China;
“Business Day”	means a day on which the Bank is open to the general public for business in Hong Kong (excluding Saturday, Sunday and public holiday);

Renminbi Current Account and Renminbi Savings Account

2. Any Customer may apply for the opening or activation of Renminbi Savings Account(s) and/or Renminbi Current Account(s) with the Bank to enjoy the Renminbi Services. However, the Bank is entitled to decline or reject any such application without giving any reason.
3. Subject to any further applicable terms and conditions, overdraft facility may be granted in respect of Renminbi Current Account and Renminbi Statement Savings Account.
4. Subject to any further applicable terms and conditions, overdraft may be allowed in respect of any Renminbi Current Account and Renminbi Statement Savings Account.
5. Interest is payable on the credit balance in the Renminbi Savings Account at such rate as determined by the Bank from time to time. No interest is payable on the credit balance in the Renminbi Current Account.
6. If any Renminbi Account remains inactive for a long period of time (to be determined by the Bank at its absolute discretion, currently one year) and the credit balance in such Renminbi Account is below such amount as may be specified by the Bank from time to time, the Bank may carry out special administrative procedure (such as restricting transactions, stop computing interest, etc.) and/or impose service charges in such amount as determined by the Bank at its absolute discretion before the Customer can resume any activity in relation to such account.
7. The Bank is authorized to deduct any fees and charges payable to the Bank from any account maintained by the Customer with the Bank.

8. The Customer may deposit (i) RMB banknotes, or (ii) RMB that is converted from HKD equivalent or other currency at the Bank's prevailing exchange rate, or (iii) RMB Cheques issued in Hong Kong or any other places as specified by the Bank from time to time, into any Renminbi Account. All cheques and other monetary instruments accepted for deposit are credited subject to final payment. The Bank reserves the right to charge the Renminbi Current Account with items which are subsequently returned unpaid.

If at any time any RMB banknotes deposited into any of the Renminbi Accounts of the Customer is found or suspected to be counterfeit notes, without prejudice and in addition to any rights of the Bank, the Bank shall have the rights and is authorized by the Customer, without notice and without liability, to debit any account held by the Customer with the Bank the same amount of RMB or an amount in other currency equivalent to the amount of such banknote(s) calculated based upon the exchange rate determined by the Bank at its absolute discretion and to report to the relevant authorities. **The Customer shall indemnify the Bank against all losses, damages, actions and claims directly or indirectly arising out of or in connection with such banknotes and all actions taken by the Bank in relation thereto.**

9. No RMB coins are accepted for deposit into any Renminbi Account.
10. The Bank shall be entitled to return or dishonour any cheque at its absolute discretion if (a) the monies standing to the credit of the Renminbi Current Account are insufficient to settle the cheque; or (b) any technical error is spotted on such cheque. Notwithstanding the aforesaid, the Bank shall be entitled (but not obliged) to deduct any amount from the Renminbi Savings Account for the settlement of the cheque if there is insufficient fund in the Renminbi Current Account. In these events, a fee or charge shall be charged to the Customer.
11. No cash cheques may be drawn on the Renminbi Current Account. All cheques issued under the Renminbi Current Account must be drawn in RMB, crossed and marked account-payee only and is non-transferable.
12. The Customer is not permitted to withdraw RMB banknotes from the Renminbi Current Account by presenting cheques within Hong Kong.
13. A cheque should be presented for payment within six months after its date of issue; otherwise, the Bank will dishonour the cheque with the answer "Out of date".
14. Withdrawals from the Renminbi Savings Account may not be made by cheque or other financial instrument but only by instructions given in such form (and subject to such terms, if any) as the Bank may prescribe.
15. Withdrawals of RMB banknotes from any Renminbi Account are subject to availability of the banknotes in question in the relevant office. In addition, withdrawals of RMB in large amounts (as may be determined by the Bank from time to time) are subject to three Business Days' prior notice to the Bank. The Bank reserves the right to pay in other currencies if necessary.
16. Withdrawals at the counter may be made by the Customer on demand in the hours during which such branches as designated by the Bank from time to time are open for business on production of appropriate authority, subject to these Terms and Conditions-RMBCRA. Any payment made by the Bank to a person producing appropriate authority and/or withdrawal form purporting to be signed as authorized by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or any other party.
17. The Bank will charge commission for RMB banknotes deposited to/withdrawn from any Renminbi Account if the amounts deposited/withdrawn exceed the daily limit set by the Bank from time to time. Additionally, the Bank reserves the right to levy a charge for deposit to/withdrawal from any Renminbi Account of RMB banknotes (regardless of amount).

General Information

18. These Terms and Conditions-RMBCRA, specifications (including fees and charges) and information applicable to any Renminbi Account and Renminbi Services are to be determined and may be amended, revised, added or varied or changed by the Bank from time to time at its absolute discretion. Such terms and conditions, specifications and information and their amendments, revisions, additions, variations or changes shall become effective subject to the Bank's notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customer absolutely.
19. Without prejudice to Clause 21 herein, the Bank reserves the right at any time to terminate the provision of any Renminbi Services, freeze or suspend or close or cancel any Renminbi Account and/or transfer or convert any amount in any Renminbi Account in order to comply with the Bank's agreements with the clearing bank or any domestic agent bank in Mainland China and the Applicable Regulations without prior notice, except as may be otherwise required in the Applicable Regulations, and the Customer shall agree to be bound by the same.
20. The Customer expressly authorizes the Bank without prior notice and without giving any reasons (i) to disclose and exchange any data, information and documents provided to the Bank from time to time with whatever sources the Bank considers appropriate for the purpose of verification of the same; (ii) to disclose and/or report all or any data and information relating to or in connection with the Customer, any of the Customer's Renminbi Account and any Renminbi Services provided to the Customer, and any of the Customer's transactions and dealings (including but not limited to any information and documents provided to or collected by the Bank from time to time) to the clearing bank, any relevant authorities or organizations within or outside Hong Kong as required by the Bank's agreements with the clearing bank, or any domestic agent banks in Mainland China, and (iii) to disclose any information or data concerning the Customer, its affairs, accounts, transactions and dealings to any of the Bank's branch, subsidiary, associated company or affiliate if the Bank shall determine in its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Bank or is otherwise required by the Applicable Regulations. The Customer agrees that the Bank and any of the above entities shall not be liable to the Customer for such disclosure or exchange in accordance with this Clause 20.

The termination of Renminbi Services (or any part thereof) or the closure of any of the Renminbi Accounts shall not affect or terminate the Customer's authorization to disclose or exchange information in the possession of the Bank at the date of termination or closure.

21. Notwithstanding anything herein contained to the contrary, the Bank shall, at its sole and absolute discretion at any time and from time to time without liability to the Customer, have the right to refuse, terminate, suspend, withdraw, modify, cancel or vary the provision of any Renminbi Services (or any part thereof) to the Customer without prior notice and without giving any reasons.
22. In connection with any banking transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong, the Customer:
- (I) acknowledges that the operation of the RMB clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time); and
 - (II) agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit or special, indirect or consequential loss) even if the Hong Kong Monetary

Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:

- (i) anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the RMB clearing and settlement system, Hong Kong Interbank Clearing Limited ("HKICL"), any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any such Member) of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of any of them;
 - (ii) without prejudice to (i) above, the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules (including without the limitation the Operating Procedures referred to therein)(as the same may be modified from time to time).
23. The Customer agrees that:
 - (I) cheques drawn by the Customer which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or HKICL for such period as is stated in the rules relating to the operation of the Clearing House (as defined in the Renminbi Clearing House Rules) and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - (II) the Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph (I).
24. Without prejudice to Clause 21 above, the Customer may request for the Renminbi Services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Customer shall give instructions or the Bank shall provide the Renminbi Services). The Bank may specify and vary from time to time the scope and extent of any of the Renminbi Services.
25. The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details.
26. If the Bank provides any service to the Customer for the exchange of RMB to HKD or other freely convertible currencies (acceptable to the Bank) or vice versa, it shall be done **at such exchange rate as determined by the Bank** at its absolute discretion and subject to such terms as prescribed by the Bank. The Customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates and agrees that **the Bank shall not be liable for any losses and damages arising out of and in relation to the exchange of RMB, including without limited to:**
 - (I) any change in Applicable Regulations which prohibits the exchange of RMB; or
 - (II) the Bank's inability to quote RMB exchange rate or vary the spread of buy or sell rate due to market condition or the closure of RMB market.
27. The Customer represents, warrants and undertakes that :
 - (I) all information and documents provided to the Bank by or on behalf of the Customer from time to time are true, accurate, complete and not misleading and all documents are genuine and all copies thereof conform to their originals;
 - (II) it shall at all times observe and comply with all Applicable Regulations applicable to it and these Terms and Conditions-RMBCRA from time to time in force; and
 - (III) it shall inform the Bank in writing promptly if any of the above representations and warranties made or deemed to be made by the Customer transpires to be or shall become untrue or inaccurate in any respects.

The representations and warranties contained in this Clause 27 shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the Renminbi Accounts and/or Renminbi Services (or any part thereof) and any related services.
28. **The Customer shall indemnify and keep the Bank on full indemnity basis from and against any and all claims, demands, actions, proceedings, losses, liabilities (actual or contingent), damages, risks, charges, costs (including legal costs reasonably incurred), expenses of whatsoever nature which may be incurred or sustained by the Bank arising out of or in connection with (i) any breach or non-performance by the Customer of any of these Terms and Conditions-RMBCRA; (ii) any information or documents provided to the Bank from time to time by or on behalf of the Customer being found or reasonably suspected to be untrue or incorrect or misleading or deceptive; (iii) any misuse of the Renminbi Accounts; (iv) the provision or refusal to provide the Renminbi Services to the Customer; and/or (v) the exercise or preservation of the Bank's powers, rights and remedies. This indemnity shall be an obligation of the Customer independent of and in addition to its other obligations to the Bank.**
29. **The Customer agrees that the Bank, its staff, agents and correspondents shall not be liable to the Customer for any action taken or not taken by them or either of them unless directly caused by their negligence or willful misconduct. Without prejudice to the generality of the foregoing, the Bank shall not be liable to the Customer for any action taken or not taken by the Bank (i) in the exercise of any of its rights, powers, discretion and remedies and/or (ii) for the compliance of any Applicable Regulations and/or the agreements with the clearing bank or any domestic agent banks in Mainland China, even though any such action or inaction may be detrimental to the Customer's interest.**
30. These Terms and Conditions-RMBCRA shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts. Without limiting the generality of the foregoing, all Renminbi Accounts, the interest thereon, deposit charges and other matters relating thereto shall be governed by the laws of Hong Kong, and the Bank's by-laws, policies, regulations and practices (as amended, enacted or adopted from time to time).
31. Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.

Integrated Account

1. Applicable Terms and Conditions

Integrated Account and all services and products from time to time offered by the Bank under or in connection with the Integrated Account are subject to:-

- (a) these terms and conditions herein ("Terms and Conditions");
- (b) the "Terms and Conditions for All Accounts and Related Services" in force from time to time; and
- (c) all other specific terms and conditions in agreements, account opening and other documentation applicable respectively to particular services and facilities offered from time to time under or in connection with the Integrated Account.

In the event of any conflict or inconsistency between these Terms and Conditions and the other terms and conditions mentioned above, the terms shall prevail in the following order to the extent of the conflict or inconsistency: (i) the specific terms and conditions as mentioned under (c) above, (ii) these Terms and Conditions; and (iii) the "Terms and Conditions for All Accounts and Related Services".

2. Definitions and Interpretation

In these Terms and Conditions:-

- 2.1 "Customer" means the customer in whose name the Integrated Account is opened and maintained, and includes its lawful successor.
- 2.2 "Integrated Account" means the deposit account opened with the Bank by the Customer in accordance with these Terms and Conditions comprising statement savings account, time deposit account, current account, of different currencies and such other accounts types and currencies as may be specified by the Bank from time to time in its absolute discretion. The Bank reserves the right to vary or specify at any time and from time to time the types (and/or currencies) of the accounts that may be opened under an Integrated Account in its absolute discretion.
- 2.3 "Master Account" means the Integrated Account opened by the Customer with the Bank including, where the context requires, a reference to any and each of the accounts opened under the Master Account.
- 2.4 Unless the context otherwise requires or expressly provided otherwise herein, the terms and expressions used herein shall bear the same meaning as the "Terms and Conditions for All Accounts and Related Services".

3. Integrated Account

- 3.1 Subject to Clause 3.4 and such terms and conditions as specified by the Bank from time to time, the Customer may apply to open or activate an Integrated Account by giving instruction to the Bank in such manner and by such means or medium as may be specified by the Bank from time to time.
- 3.2 Applicants who are individuals must be over 18 to open an Integrated Account. All applicants must also fulfill the relevant criteria and requirements for each individual account comprised in the Integrated Account as specified by the Bank from time to time.
- 3.3 Unless otherwise agreed by the Bank, the Customer may only maintain one Integrated Account with the Bank at any time.
- 3.4 The Bank may in its sole and absolute discretion refuse to open or activate any Integrated Account or any account comprised in the Integrated Account for any customer without giving any reason and without any liability.
- 3.5 Unless the Bank specifies or determines otherwise, each account comprised in the Integrated Account will be operated in the same way as the account type to which it belongs and provided for in the "Terms and Conditions for All Accounts and Related Services" and any other applicable terms and conditions. Notwithstanding the aforesaid, the Bank reserves the right to specify or vary the way that instructions for the operation of the accounts comprised in the Integrated Account have to be given to the Bank.
- 3.6 In the event that the Customer has not specified the relevant account(s) to be credited or debited in order to effect any transaction(s) on the Master Account, the credit or debit will be entered by the Bank in the statement savings account comprised in the Integrated Account, provided that, if the transaction is in foreign currency, entries will be made in the relevant foreign currency statement savings account comprised in the Integrated Account.
- 3.7 In respect of any current account(s) comprised in the Integrated Account, the Customer shall specify the relevant individual account number of such current account to effect any transaction(s) on such current account.
- 3.8 Notwithstanding anything herein contained to the contrary, the Bank may act or refuse to act on an instruction in accordance with the "Terms and Conditions for All Accounts and Related Services" and any other applicable terms and conditions.
- 3.9 The Bank shall be entitled to supply to the Customer consolidated statements of the Integrated Account at monthly intervals, or at such regular intervals as determined by the Bank from time to time. All references to 'statement of account' in the "Terms and Conditions for All Accounts and Related Services" shall include such consolidated statements.
- 3.10 The Customer agrees that the consolidated statement of the Integrated Account may also include consolidated statement of all or such Sub-Accounts (if any) as the Bank may determine at its sole discretion. For the purpose of the consolidated statement of the Integrated Account, "Sub-Account" shall mean any deposit accounts (other than those deposit accounts comprised in the Integrated Account), currency-linked deposit accounts, equity-linked deposit accounts, gold accounts, investment accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts opened and held by the Customer with the Bank in identical composition and identity and in the same capacity as that of the Master Account before, on or after the date of the opening of the Master Account, including all the accounts linked under other consolidated statement service provided by the Bank under the "Terms and Conditions for All Accounts and Related Services". The Bank reserves the right not to include any Sub-Account in the consolidated statement of the Integrated Account.

- 3.11 The Customer may request the Bank to exclude or de-link any Sub-Accounts (other than an investment account, an instalment loan account, a credit card account, a private label card account or a loan card account) from the consolidated statement of account of the Integrated Account, whereupon individual separate account statement for each such excluded or delinked Sub-Account shall be sent to the Customer at the correspondence address provided under each such excluded or delinked Sub-Account.
- 3.12 The Customer agrees that unless otherwise agreed by the Bank in its absolute discretion, in opening an Integrated Account he will not be eligible to apply for and (if already applied for) will terminate forthwith any other consolidated statement service provided by the Bank under the "Terms and Conditions for All Accounts and Related Services".
- 3.13 The Bank shall be entitled to prescribe, from time to time, service fees and charges payable in connection with the Integrated Account. The Customer authorizes the Bank to debit such service fees and charges from the Hong Kong Dollar statement savings account comprised in the Integrated Account. The Customer further agrees that the Bank is authorized to debit any unpaid service fees and charges out of any other account comprised in the Integrated Account or any other account of the Customer maintained with the Bank.
- 3.14 The minimum initial deposit requirement is also applicable upon the opening of an Integrated Account and may be fulfilled by the Customer's crediting the prescribed amount with the Hong Kong Dollar statement savings account comprised in the Integrated Account or in such other manner as prescribed by the Bank from time to time.
- 3.15 Any references to "account" in the "Terms and Conditions for All Accounts and Related Services" (including without limitation Clause 3.4 thereof in respect of the Bank's right of set off), shall include the Master Account and each account comprised in the Integrated Account.
- 3.16 The Bank may close or freeze the Master Account and/or any of the accounts comprised in the Integrated Account or suspend or terminate any services made available to the Customer under the Integrated Account in accordance with the "Terms and Conditions for All Accounts and Related Services" and any other applicable terms. Except in the case of closure of the Master Account, any account comprised in the Integrated Account which is not closed shall continue to be governed by these Terms and Conditions.
- 3.17 Notwithstanding anything herein contained to the contrary, the Bank may in its sole and absolute discretion at any time and from time to time vary, cancel or terminate any of the services made available under the Integrated Account or reduce or revise the scope thereof without liability to the Customer.

4. Miscellaneous

- 4.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Hong Kong courts.
- 4.2 Should there be any discrepancies between the English and Chinese versions of this document, the English version shall prevail.

Integrated Account/OCBC Wing Hang Elite Gold Banking service

1. Nomination of Primary Account

The Customer agrees to nominate a Primary Account at the time of subscription of Integrated Account or OCBC Wing Hang Elite Gold Banking service.

- the consolidation of monthly statements of all Sub-Accounts into a Consolidated Statement which will be sent to the Customer at monthly intervals;
- the Bank to debit service fees, if any, out of the Primary Account;
- the use of the correspondence address of the Primary Account for communication with the Customer, including the posting of monthly Consolidated Statement; and any time deposit confirmation to be posted to the correspondence address provided under the specific time deposit account; and
- the use of the correspondence address of either the Primary Account or time deposit account opened via the Bank's Telematic service for sending statement to the Customer.

2. Automatic Linking of Sub-Accounts for Integrated Account/OCBC Wing Hang Elite Gold Banking service

(a) Notwithstanding anything in these Terms and Conditions which provides to the contrary or otherwise:-

- (i) each of the deposit accounts, currency-linked deposit accounts, equity-linked deposit accounts and gold accounts which is opened on or after 3rd July 2007 (the "Effective Date") and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account or OCBC Wing Hang Elite Gold Banking service shall be automatically linked as the Sub-Account for Integrated Account or OCBC Wing Hang Elite Gold Banking service upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account or OCBC Wing Hang Elite Gold Banking service (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion; and
- (ii) with effect from the Effective Date, each of the investment accounts, instalment loan accounts, credit card accounts, private label card accounts and loan card accounts opened either before, on or after the Effective Date and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account or OCBC Wing Hang Elite Gold Banking service shall be automatically linked as the Sub-Account for Integrated Account or OCBC Wing Hang Elite Gold Banking service upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account or OCBC Wing Hang Elite Gold Banking service or (3) the Effective Date (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion.

(b) For the avoidance of doubt, the "Primary Account" in Clauses 2(a)(i) and (ii) refers to any Primary Account already in existence on the Effective Date for Integrated Account or OCBC Wing Hang Elite Gold Banking service or any Primary Account which is nominated as such for Integrated Account or OCBC Wing Hang Elite Gold Banking service at any time on or after the Effective Date.

3. De-linking of Primary Account/Sub-Account

The Customer may instruct the Bank to de-link one or more Sub-Accounts from the Integrated Account or OCBC Wing Hang Elite Gold Banking service provided that such Sub-Account to be de-linked must not be an investment account, an instalment loan account, a credit card account, a private label card account or a loan card account and that:-

- (a) if the Sub-Account is the Primary Account, de-linking of such Sub-Account will only be allowed if an alternative Hong Kong Dollar Savings Account, Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account is nominated as the new Primary Account or upon termination of the Integrated Account or OCBC Wing Hang Elite Gold Banking service; and
- (b) once de-linked, the Customer agrees to reinstate the correspondence address provided under each de-linked Sub-Account for receiving individual account statement.

Schedule II : eBanking Services

1. Personal Identification Number (PIN) and E-Banking Identification Number

- 1.1 The Bank shall supply the Customer with eBanking Identification Number ("User ID" in case of Internet Banking and Mobile Banking and "Telematic Code" in case of Telematic Banking) and initial Personal Identification Number (PIN) for eBanking Services separately.

In respect of e-Banking services for personal customers:

- (a) For individual account, the owner of the account shall have to apply.
- (b) For joint account, each account holder shall have to apply individually and the application(s) must be signed by all the account holders accordingly. Initial PIN and eBanking Identification Number will be provided by the Bank to each of the account holders separately. For the avoidance of doubt, each and every one of the account holder shall be jointly and severally responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be jointly and severally binding on each and every one of the account holder.

In respect of e-Banking Services for business customers:

- (a) For proprietorship account, the owner of the account shall have to apply. For the avoidance of doubt, the proprietor carrying on business in the name of the Customer now or at any time hereafter shall be responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be binding on the proprietor.
- (b) For partnership account, the Authorized Person and the Primary User shall be nominated from the partners, each nominated party shall have to apply individually and each application must be signed by all partners accordingly. Initial eBanking Identification Number and PIN will be provided by the Bank to each of the applicants separately. For the avoidance of doubt, each and every one of the partner carrying on business in the name of the Customer now or at any time hereafter shall be jointly and severally responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be jointly and severally binding on each and every one of the partners.
- (c) For limited company account, the Authorized Person and each Primary User and Secondary User shall have to apply individually. Initial eBanking Identification Number and PIN will be supplied by the Bank to each of them separately.

For the purpose of business e-Banking Services

"Approval Matrix" means a matrix indicates the approval group, and the group or combination of groups required for approving different transaction values within the transaction limit as prescribed by the Bank from time to time.

"Primary User" means any person designated and authorized by the Authorized Person to administer the Business eBanking Services as well as to administer the Secondary User;

"Secondary User" means any person designated and authorized by the Authorized Person to use the Business eBanking Services according to the Approval Matrix given to the Bank by the Authorized Person.

- 1.2 The Customer may request to set the initial PIN himself in such manner as the Bank may from time to time specify. The Customer may also request alteration of the User ID of Internet Banking and/or PIN at any time. For the purpose of these Terms and Conditions, the terms "User ID of Internet Banking" and "PIN" shall be the User ID of Internet Banking and PIN currently supplied by the Bank to the Customer or so set by the Customer or the approved alteration.
- 1.3 The Customer acknowledges that the device, eBanking Identification Number, PIN, password, other secret code and/or user identification are confidential and he has the obligation to take reasonable steps to keep the same secure and safe. The Customer shall be held liable for all losses if he has acted fraudulently or with negligence such as failing to properly safeguard such device, eBanking Identification Number, PIN, password, other secret code and/or user identification. The Customer is responsible to keep secure and to take all necessary precautions to maintain adequate security of the same. The Customer hereby agrees and acknowledges that the use of eBanking Services by any person (whether authorized by the Customer or not) with such device, eBanking Identification Number, PIN, password, other secret code and/or user identification shall constitute and be deemed the use of eBanking Services by the Customer.
- 1.4 (a) The Customer shall notify the Bank as soon as reasonably practicable after the Customer finds or believes that the eBanking Identification Number, PIN, device, password, other secret code and/or user identification have been compromised, lost or stolen, or that unauthorized transactions have been conducted over the accounts and shall confirm the same in writing. The Customer shall change the PIN, password and/or other secret code as soon as possible.
- (b) The Customer may be held liable for all losses if the Customer fails to make such notification.
- (c) Until the Bank has received such notification the Customer shall have no claim against the Bank and shall be liable to and indemnify the Bank for all losses and damages reasonably incurred by it in respect of any use of eBanking Services whether authorized by the Customer or not. However if no effective and convenient facilities are provided by the Bank during particular periods, the Bank may be liable for any losses due to non-notification, provided that the Customer shall notify the Bank within a reasonable time after the facilities have become available again.

2. ACKNOWLEDGMENT AND AGREEMENT

- 2.1 The Customer understands and acknowledges that eBanking Services are provided as additional services in relation to his banking transactions with the Bank and shall not be considered as a substitute for other accepted method of effecting banking transactions. The Customer is responsible to use other means of effecting banking transactions in the event that eBanking Services are not available for any reason whatsoever and shall have no claim whatsoever against the Bank.

- 2.2 The Customer acknowledges that any instruction to the Bank via eBanking Services shall operate as a request and mandate by the Customer to the Bank to act on the instruction. The Bank does not warrant that an instruction will be acted on until so executed by the Bank. The Customer further acknowledges that the Bank shall be entitled to act in accordance with its regular business practice and procedures and will only accept instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it accepts any instruction or to refuse to act on any instructions if, in its opinion, there are reasonable grounds for doing so. For the avoidance of doubt, the Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omission on the part of the operator or manager of any such organization or system.
- 2.3 The Customer understands and agrees that he will check his instruction to ensure correctness before transmission via eBanking Services. The Customer acknowledges that he cannot countermand his instruction after his instruction has been received and executed by the Bank.
- 2.4 The Customer acknowledges that transactions involving transfer of funds between the Customer's accounts opened and maintained with the Bank on any day may at the discretion of the Bank be processed to the relevant account on the day of the transaction or the next Business Day.
- 2.5 The Customer acknowledges that for each instruction, the Bank shall transmit a confirmation through the electronic delivery channel upon receipt of the said instruction. The Customer is responsible for ensuring that the confirmation agrees with the said instruction given and shall transmit a re-confirmation within the time as specified by the Bank from time to time. The Customer understands that the said re-confirmation shall then be treated as final and conclusive evidence of the said instruction, and that without such re-confirmation the Bank shall not process the said instructions.
- 2.6 The Customer acknowledges that written confirmation on the transactions (including foreign currency trading, passbook gold trading, placement and uplift of time deposit) through eBanking Services may be provided by the Bank. Upon receipt of such confirmation the Customer will examine and report at once any errors found therein. In the absence of any objection to the confirmation within 90 days after its dispatch by the Bank to the Customer, such confirmation will be deemed to be confirmed and conclusive and binding upon the Customer and the Customer shall be deemed to have agreed to waive any rights to raise any objections or pursue any remedies against the Bank in respect thereof.
- 2.7 The Customer acknowledges that the Bank's computer data records of eBanking transactions and messages (including applicable exchange rates) are, save to the extent of manifest error, conclusive and binding on the Customer. The Customer agrees that such records shall be admissible in the courts as evidence of the existence of the transactions and messages, and of the facts contained therein, to the extent permitted by applicable laws.

3. AUTHORIZATION

The Customer shall irrevocably authorize the Bank to debit the Customer's accounts with the Bank the amount of any withdrawal, transfer and/or transaction effected via eBanking Services.

4. LIABILITIES OF THE BANK

4.1 The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:

- (a) failure of eBanking Services and inability to access in whole or in part to eBanking Services due to failure of computer, telecommunication, electrical or network failure.
- (b) delay in or failure of transmission owing to consequences arising from without limitation, failure of the Customer's mobile phone (or such other telecommunication equipment) to receive information for whatever reason, any telecommunication breakdown, mechanical failure, power failure, malfunction, interruption or inadequacy of equipment or installation, act or omission of any telecommunication or other third party service providers, Act of God, government act, civil commotion, strike, war, fire, flood or explosion.
- (c) providing the eBanking Services according to the particulars provided to and registered with the Bank from time to time.
- (d) any leakage or loss of instruction or information relating to the Customer by any telecommunication company, equipment, device or intermediary through which the instruction or information passes.
- (e) any services provided by the relevant telecommunication or network provider to the Customer in respect of the Customer's mobile phone (or other telecommunication equipment) or the performance or suitability of such mobile phone (or other telecommunication equipment).

In the event of negligence or wilful default of the Bank, the Bank's liability to the Customer shall be limited only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

4.2 The Bank shall take all reasonable steps to ensure that information supplied by the Bank and made available via eBanking Services is correct and updated at regular intervals. The Customer hereby agrees and confirms that all information received via eBanking Services is for reference only and shall not be taken as conclusive evidence of the matters to which it relates. Account statements showing transactions transacted through the account will be supplied by the Bank in accordance with and subject to the terms and conditions governing the relevant account. To the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.3 under the "Terms and Conditions for All Accounts and Related Services" (if applicable) the Bank shall not be liable for any liability or responsibility for the decision made, transactions carried out by the Customer by referring to those information provided except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officer, employees in the course of employment.

4.3 The Customer hereby releases the Bank from all liabilities and indemnifies the Bank against all actions, suits, costs, claims, demands, expenses, losses and liabilities reasonably incurred or suffered by the Bank and howsoever arising in consequence of or in any way related to :

- (a) the Bank's acting upon instructions transmitted via eBanking Services by the use of eBanking Identification Number, PIN, device, password, other secret code and/or user identification of the Customer whether or not these instructions shall have been made with the proper authority of the Customer if he has acted fraudulently or with negligence or has failed to comply with Clauses 1.3 and 1.4 hereof;

(b) the incorrectness of any information supplied by the Bank to the Customer via eBanking Services caused by an act or omission or otherwise caused by the malfunction of any of the Bank's equipment, beyond the control of the Bank, unless reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank;

(c) the Customer or any other person obtaining access via eBanking Services to information relating to the Customer or other person if such access was gained by the use of the eBanking Identification Number, PIN, device, password, other secret and/or user identification provided that the Bank shall have complied with its obligation stipulated in Clause 4.2 hereof.

5. LIABILITIES OF THE CUSTOMER

5.1 If the Customer has acted fraudulently or with negligence, the Customer will be responsible for all transactions effected at any time. Such liability may arise if the Customer fails to take all reasonable steps to safeguard the secrecy of the eBanking Identification Number, PIN, device, password, other secret code and/or user identification and protect the same against theft or loss.

5.2 Subject to the provisions hereof and in the absence of fraud or negligence on the part of its Customer, the Customer shall not be liable for unauthorized transactions performed through the eBanking Services due to

(a) a computer crime not prevented by the security system of the Bank, or

(b) a human or system error caused by the Bank, resulting in an improper transaction, leading to the lost or misplaced funds; or

(c) a missed or mis-directed payment caused by the Bank.

The Customer shall be entitled to reimbursement from the Bank for interest or late penalties incurred by the Customer for missed payments attributable to the foregoing clauses (a), (b) and (c). The Bank's liability shall be limited to the value of the relevant transactions or actual damage of the customer whichever is less. The Bank shall not be responsible for any indirect, special or consequential loss or damage.

6. DISCLOSURE OF INFORMATION

6.1 The Customer agrees and acknowledges that the Bank is authorized to disclose to the telecommunication company the messages sent by the Bank and such information regarding the Customer as may be necessary to enable the telecommunication company to provide the transmission service.

6.2 Without prejudice to the generality of the data policy of the Bank as set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance, the Customer expressly authorizes the Bank to disclose and transfer to the officers, employees, business partners, information service providers, subsidiaries and agents of the Bank, the telecommunication company and any third party (within or outside the Hong Kong Special Administrative Region) concerned such personal data and other information relating to the Customer, his account and transactions and dealings in connection with his account which the Bank may consider appropriate for the purpose of providing the eBanking Services.

7. EXPENSES AND CHARGES

7.1 The Customer shall bear any fees, charges and expenses which may be imposed by the telecommunication company and/or Internet Service Provider providing or servicing his telecommunication equipment, Internet Access Equipment/device in connection with the eBanking Services, including but not limited to PNETS, IDD and roaming service fee, if any.

7.2 The Customer agrees to pay any and all fees as advised by the Bank from time to time in connection with the provision or use of eBanking Services and the Customer hereby authorizes the Bank to debit the Primary Account of the Customer with the amount of such fees. The fees applicable shall be payable in advance and are non-refundable.

8. SUSPENSION AND TERMINATION SERVICE

8.1 The granting of access to eBanking Services shall be at the Bank's sole discretion and the Bank may suspend or terminate the eBanking Services in whole or in part or any part thereof at any time it deems fit and with or without prior notice to Customer as the Bank determines for any reason including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work initiated by the telecommunication company and Internet Service Provider concerned in relation to their network. The Bank will not assume any liability or responsibility for any such suspension or termination.

8.2 The Bank reserves the right to suspend or terminate the provision of any access channels to eBanking Services upon but not limited to the request of the registered user of the mobile phone (or such other telecommunication equipment) with the telecommunication company at any time without giving any notice.

8.3 On the closure of a related account, access to that related account using eBanking Services will be terminated.

8.4 Subject to the aforesaid provisions, the Customer may terminate the use of eBanking Services at any time upon notification duly made to the Bank. The termination of eBanking Services will not terminate Customer's accounts with the Bank or affect any accrued rights and liability on the part of the Customer.

9. SERVICES CONDITIONS

9.1 The Bank will from time to time specify the scope of eBanking Services. The Bank reserves the right to modify, expand or reduce the scope of eBanking Services from time to time.

9.2 The Bank shall have the right to impose such restrictions as it thinks fit for efficient operation of eBanking Services and without prejudice to these conditions may notify the Customer of any minimum or maximum value of each request and mandate.

9.3 The Customer may obtain access to eBanking Services during the service hours as specified by the Bank from time to time. The Customer may also open Statement Account and Time Deposit Account via Telematic Banking under the eBanking Services. The correspondence address of the new account shall adopt those of the

Primary Account of Telematic Banking. In case where the Customer further instructs to link the new account under a valid Integrated Account or OCBC Wing Hang Elite Gold Banking service, the correspondence address of the Primary Account of the Integrated Account or OCBC Wing Hang Elite Gold Banking service shall apply instead.

- 9.4 Any order or instruction placed after the cut off time of the Bank which is currently set at 8:00p.m. (Hong Kong time) on any Business Day may at the absolute discretion of the Bank be deemed to be placed on the next Business Day (but excluding Saturday); the Bank reserves the right to change the cut off time with or without prior notice to the Customer as the Bank determines.

10. SECURITY DEVICE

- 10.1 The Bank may require the Customer to use a one-time password generated by security device ("Security Code") to access eBanking services. It is solely the responsibility of the Customer to apply for such security device or a replacement of the same in case of loss or damage.
- 10.2 The Bank grants the Customer the rights to use the security device provided by the Bank from time to time for its intended purpose. The security device shall remain the property of the Bank.

11. FOREIGN CURRENCY AND GOLD BUY OR SELL SERVICE

"Foreign Currency and Gold Buy or Sell Order" is part of the eBanking Services which allows Customer to place an advance order to the Bank to buy a particular type of currency or gold from the Bank or to sell a particular type of currency or gold to the Bank.

- 11.1 The Customer understands and agrees that the acknowledgment of an order shall not constitute as the Bank's acceptance of an order at the rate specified by the Customer, such rate serves as an indication to the Bank the highest buy rate or the lowest sell rate of the order.
- 11.2 The Customer agrees that once the order has been acknowledged by the Bank, the Bank will withhold the amount of currency or quantity of gold to be sold from the relevant account as indicated by the Customer until such order has been executed by the Bank or revoked by the Customer through the eBanking Services prior to the execution of the order. Should the available balance of the account with withheld amount or quantity show inadequacy to meet any payment on demand, the Bank may at its sole discretion not to honour such demand and without prior notice to the Customer. The Customer agrees to release the Bank from any liability and indemnifies the Bank against all actions, losses, suits, costs, claims, demands, expenses whatsoever reasonably incurred or suffered by it arising thereof.
- 11.3 Orders will only be executed from Monday to Friday during the service hours of the Bank when the Bank's rate quotation for such currency or gold is available at the time and in accordance with Clauses 11.4 and 11.5 hereinafter mentioned.
- 11.4 When the Bank's selling rate is equal or lower than the rate specified in any buy order, on the first occurrence of such event, the Bank will apply such rate to the order.
- 11.5 When the Bank's buying rate is equal or higher than the rate specified in any sell order, on the first occurrence of such event, the Bank will apply such rate to the order.
- 11.6 Unless the order is revoked by the Customer or has been executed by the Bank, any outstanding order placed with the Bank will automatically be carried over to the next Business Day (excluding Saturday).
- 11.7 The Customer shall be aware of the perpetual risk of loss associated with the rapid movement in exchange rates and price of gold. Save and except that the loss is reasonably foreseeable and caused by the negligence and wilful default of the Bank, the Customer hereby agrees that the Bank shall not be liable for any of the loss suffered in consequence of or in relation to:
- (a) the change of laws or regulations of any government or other relevant bodies or any other cause beyond the Bank's control which prohibits the execution of the order.
 - (b) the Bank's inability to quote rate or vary the spread of buy or sell rate due to market condition or the closure of foreign exchange or gold market.
 - (c) the delay in the execution of or the inability to access for the revocation of any order arising from the failure of eBanking Services in whole or in part occasioned by the faulty or malfunction of the Bank's equipment or any circumstance outside the control of the Bank.
- 11.8 Once an order has been executed by the Bank it cannot be revoked or varied by the Customer. The Customer accepts and agrees to be bound by the outcome of the order executed in accordance with the terms stated herein.

12. FORWARD DATE INSTRUCTION

"Forward Date Instruction" is part of the eBanking Services which facilitates the Customer to place an advance instruction to the Bank to execute transaction including but not limited to transfer of funds and bill payment.

- 12.1 The Customer understands and agrees that (a) the Bank shall act on an instruction on the execution date specified for such instruction provided that such instruction can be effected and transacted by the Bank on such execution date specified or if such instruction cannot be effected and transacted by the Bank on the execution date specified, the Bank shall act on such instruction on the Business Day on which such instruction can be effected and transacted by the Bank immediately succeeding the execution date specified, and that (b) the Bank shall not be liable for any loss, damage or expense or consequential loss, damage or expense which the Customer may suffer by virtue of any delay in acting on such instruction or for any inability to act as a result of such instruction being considered by the Bank as ambiguous, unclear or incomplete or the Customer having failed to submit such instruction by the cut-off time specified by the Bank from time to time.
- 12.2 If the execution date of an instruction falls on a banking holiday, the Business Day on which such instruction can be effected and transacted by the Bank immediately succeeding the said banking holiday will be taken as the execution date of such instruction.
- 12.3 The Customer understands that the account must have maintained sufficient funds to execute the instruction before the business hour of the execution date. In the event of insufficient funds, the Bank is not obliged to execute the instruction, and a charge may be levied on each failing instruction.

- 12.4 The Bank shall not be obliged to accept variation or cancellation of the instruction after the execution date specified or in the event that the Bank at its absolute discretion has insufficient time or unable to act due to circumstances beyond its control.

13. ESTATEMENT & EADVICE SERVICE

“eAdvice” means any advice, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form, other than eStatement.

“eStatement” means any statement, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form.

“eStatement & eAdvice Service” or “Service” means the service provided by the Bank under which eStatement and eAdvice are provided to customers through the Bank’s Internet Banking services (“Internet Banking”) and other ancillary services in connection therewith, if any.

“you” means each Customer to whom the Bank provides eStatement & eAdvice Services and, where the context permits, includes any person authorized by the Customer to act on the Customer’s behalf.

- 13.1 The use of eStatement & eAdvice Service shall at all times be governed by these Terms and Conditions and the terms and conditions governing the use of eBanking Services, as may from time to time be amended, supplemented and/or modified by the Bank.
- 13.2 By accessing and using the eStatement & eAdvice Service, you acknowledge that you have read and understood these Terms and Conditions and the terms and conditions governing the use of eBanking Services, and you agree to be bound by the same and all the amendments, supplements and modification thereto.
- 13.3 These Terms and Conditions are in addition and without prejudice to the other terms and conditions governing your account(s) and your use of other product(s) and service(s) offered by the Bank, which shall continue to apply unless otherwise specified by the Bank. In the event of inconsistency or conflict between these Terms and Conditions and such other terms and conditions, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict so far as the eStatement & eAdvice Service is concerned.
- 13.4 In order to use the Service, you must be a registered user for Internet Banking.
- 13.5 If you wish to discontinue receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank, the Bank will discontinue sending you the printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications as the Bank in its absolute discretion determine.
- 13.6 The Bank may from time to time at its sole and absolute discretion determine, specify, modify, reduce or vary the scope and features of the Service and/or suspend or terminate the Service (or any part thereof) without your consent at any time and without or with notice in such manner and by such means of communication as the Bank shall deem fit.
- 13.7 If you wish to resume receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank in its absolute discretion, the Bank will revert to sending you the printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank’s record.
- 13.8 In the event of suspension or termination of this Service (howsoever occurred),
- (a) the Bank does not assume any liabilities or responsibilities for any suspension or termination of the Service under any circumstances;
 - (b) it is without prejudice to and shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination; and
 - (c) the Bank will send all future statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank’s record.
- 13.9 The Bank may from time to time include within the Service marketing materials relating to the Bank’s products and services or those offered by any companies of the Bank Group and selected third parties (collectively “Marketing Materials”). Your use of the Service shall constitute your agreement to such inclusion of and/or to receive such Marketing Materials.
- 13.10 You agree that you are solely responsible for ensuring that your equipment or device (including software programs contained thereon) are capable of and in good, functioning order for accessing, viewing, printing and downloading eStatement and eAdvice and for maintaining security of your equipment or device. The Bank has no responsibility or liability in respect of your equipment or device.
- 13.11 All eStatement and eAdvice sent to you under this Service shall be deemed to have been delivered to you at the time they are sent via internet under Internet Banking and shall only be made available for access, view, print and download for such period of time as the Bank may in its absolute discretion from time to time determine, irrespective of whether or not they have been viewed and/or saved by you.
- 13.12 It is your sole responsibility and you agree to periodically check, open, read or access and carefully review all eStatement and eAdvice in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities. Without prejudice to the generality of the aforesaid, you are required to check and verify the correctness of all eStatement and eAdvice and you agree to notify the Bank of any errors, omissions, unauthorized transactions or other irregularities within 60 days where the eStatement is a monthly card statement and 90 days for all other eStatement and eAdvice after the statement date, otherwise the eStatement and eAdvice shall be conclusive evidence as to the balance shown therein without any further proof and binding on you, and the Bank shall be free from all claims or demands in respect thereof, irrespective of whether or not you have opened, read and/or verified the eStatement and eAdvice.

- 13.13 By assessing and using the Service, you acknowledge and accept that the inherent risks in the use of and transmission of information via the Internet, and you also agree to take all reasonably practicable measures to ensure and maintain the security of your equipment and device for accessing, viewing, printing and downloading eStatement and eAdvice.
- 13.14 After your request herein as mentioned under Clause 13.5 shall have been accepted by the Bank, the Bank may but without being obliged to, and at its sole and absolute discretion, send a notification via email to your email address and/or mobile phone number last registered with the Bank to notify you that the latest eStatement and eAdvice has been sent to you via the Service. You agree that such email address and the mobile phone number for this purpose is accurate valid and up-to-date. The Bank shall not in any event be responsible if the notification is not received by you due to your email address or mobile phone number having changed or being invalid or due to systems failure.
- 13.15 The Bank may in its absolute discretion, but shall not be obliged to provide upon your request the corresponding printed statement(s) and advice(s) of the eStatement and eAdvice covered by the eStatement and eAdvice Service and the Bank reserves the right to levy such fees and charges as determined by the Bank from time to time for complying with your request.
- 13.16 You warrant that all particulars given to the Bank for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertake to promptly notify the Bank of any changes thereto, including without limitation the above mentioned email address and the mobile phone number provided to the Bank by you for or in relation to this Service.
- 13.17 The Bank reserves the right at any time and from time to time to impose fees and charges for the Service with reasonable notice.
- 13.18 You agree that the Bank shall not be liable or in any way responsible for any loss, damages or expenses that you or any third party may incur in relation to or in connection with:-
- (a) any failure, disruption or delay in providing or receiving the Service (or any part thereof) or the eStatement or eAdvice due to any failure, fault, malfunction, interruption, breakdown of computer, device, machine, telecommunication, electrical or network failure, act or omission of any telecommunication or other third party service providers or other circumstances that are beyond the Bank's control;
 - (b) any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of the Service;
 - (c) any misuse or unauthorized access or use of the Service or the eStatement or eAdvice by you or anyone else; and
 - (d) any disclosure, leakage, loss of data, confidential information, other than due directly and solely to the Bank's negligence or willful default.
- 13.19 To the maximum extent permitted by applicable law and not inconsistent with the applicable obligations of the Bank under the Code in respect of the Services provided under these Terms and Conditions, and subject to Clause 2.3 under the "Terms and Conditions for All Accounts and Related Services", you will indemnify and keep the Bank indemnified against any claims, proceedings, actions, losses, damages or expenses that may be incurred by the Bank in providing the Service to you, save and except any loss or damages caused solely and directly by negligence, fraud or willful default on our part.

14. E-CHEQUES SERVICES

14.1 e-Cheques Services provisions - applicability and definitions

- (a) The provisions in this Clause 14 apply to the Bank's services relating to e-Cheques. This Clause 14 supplements and forms part of these Terms and Conditions (being the Bank's Terms & Conditions for all Accounts and Related Services). The provisions of these Terms and Conditions which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 14. The provisions of this Clause 14 prevail if there is any inconsistency between them and the provisions of these Terms and Conditions with respect to the e-Cheques Services.
- (b) For the purpose of the e-Cheques Services, the following terms have the following meanings:

"Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

"Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"Customer" means each Customer to whom the Bank provides e-Cheques Services and, where the context permits, includes any person authorized by the Customer to sign e-Cheques on behalf of the Customer from time to time.

"Deposit Channel" means any channel offered by the Bank from time to time for presentment of e-Cheques for deposit.

"e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to the Bank.

"e-Cheque" 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.

"e-Cheque Drop Box" or "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

"e-Cheque Drop Box Terms" means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

"e-Cheques Issuance Services" and "e-Cheques Deposit Services" mean the services offered by the Bank to Customers from time to time for issuing e-Cheques (including any services relating to e-certificates) and depositing e-Cheques respectively, and "e-Cheques Services" means collectively the e-Cheques Issuance Services and the e-Cheques Deposit Services.

"Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.

"Payee Bank" means the bank at which a Payee Bank Account is held.

"Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

"Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.

14.2 Nature and scope of e-Cheques Services

- (a) The Bank may provide e-Cheques Services at its discretion. If the Bank provides e-Cheques Services to the Customer, the Customer may issue e-Cheques and deposit e-Cheques. In order to use the e-Cheques Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Issuance Services allow the Customer to issue e-Cheques drawn on the Bank, in accordance with Clause 14.3 below.
- (c) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with Clause 14.4 below.
- (d) The Bank may provide e-Cheques 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.
- (e) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Services. These conditions may include the following (or any of them):
 - (i) the service hours of the e-Cheques Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
 - (ii) any maximum total amount or total number of e-Cheques which the Customer may issue in any specified period; and
 - (iii) any fees and charges payable by the Customer for the e-Cheques Services.
- (f) Notwithstanding anything contained in this Clause 14 to the contrary, the Bank may at its absolute discretion at any time without prior notice to the Customer determine, specify, reduce, modify or vary the scope and features of the e-Cheques Services and/or terminate, suspend or vary the e-Cheques Services (or any part thereof), without assuming any liabilities or responsibilities to the Customer or any person.

14.3 e-Cheques Issuance Services

- (a) Format of and steps for issuing an e-Cheque
 - (i) The Customer is required to issue an e-Cheque in the format with such layout specifications and following the steps and inputting the details prescribed by the Bank from time to time. The Customer is not allowed to add to, remove from or modify the contents, format, layout or image of an e-Cheque.
 - (ii) Each e-Cheque must be signed by the Customer (as payer) and by the Bank (as Payer Bank) with the Customer's and the Bank's respective digital signatures in the sequence set by the Bank, except that the payer's digital signature may not be required for an e-Cheque that is a cashier's order.
 - (iii) Where the Customer draws an e-Cheque on a joint account, the Customer is solely responsible for ensuring that the e-Cheque is signed by such person(s) following such signing arrangement as authorized by the joint account holders for signing e-Cheques from time to time.
 - (iv) Where the Customer is a corporation or any other entity, the Customer is solely responsible for ensuring that each e-Cheque is signed on the Customer's behalf by such person(s) following such signing arrangement as authorized by the Customer for signing e-Cheques from time to time.
- (b) e-certificate
 - (i) The Customer's digital signature on an e-Cheque must be produced by an e-certificate that is valid (and not expired or revoked) at the time of producing that digital signature.
 - (ii) The Customer's digital signature on an e-Cheque must be produced by a specific usage e-certificate or, subject to the specific consent of the Bank, a general purpose e-certificate.
 - (iii) If the Bank consents to the Customer's production of the Customer's digital signatures by a general purpose e-certificate, subject to other conditions as imposed by the Bank from time to time, the Customer is required to maintain a valid general purpose e-certificate on an on-going basis in compliance with Clause 14.3(b) (i) above.

- (iv) The Bank may suspend, stop, vary or cancel the services relating to the specific usage e-certificate at its discretion. The Bank's services relating to the specific usage e-certificate may include applying for, holding, maintaining, renewing, revoking and managing (or any of the above) a specific usage e-certificate on the Customer's behalf. If the Bank provides such services and the Customer produces the Customer's digital signatures by a specific usage e-certificate, the Customer directs and authorizes the Bank to:
 - (1) provide such services in the scope and manner set by the Bank from time to time, which may include holding the specific usage e-certificate and the corresponding key and/or password for the Customer, and effect and produce the Customer's digital signatures on e-Cheques on the Customer's behalf as instructed by the Customer from time to time; and
 - (2) take all necessary steps (including providing all necessary information and personal data to the certification authority issuing the specific usage e-certificate) for the purposes relating to the specific usage e-certificate.
 - (v) In applying for a specific usage e-certificate for the Customer, the Bank is entitled to rely on the information provided by the Customer. The Customer is solely responsible for providing the Bank with correct and up-to-date information. If the Bank obtains a specific usage e-certificate based on incorrect or outdated information provided by the Customer, the Customer is still bound by any e-Cheque signed by digital signatures produced by that e-certificate.
 - (vi) An e-certificate is issued by the relevant certification authority. The Customer is bound by the terms and conditions specified by that certification authority in relation to the Customer's e-certificate. The Customer is solely responsible for performing the Customer's obligations under those terms and conditions.
- (c) Sending e-Cheques to payees
- (i) Once the Customer confirms to issue an e-Cheque, the Bank will generate the e-Cheque file. The Customer may download the e-Cheque file for delivery to the payee itself. Alternatively, the Bank may send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
 - (ii) The Customer should not issue an e-Cheque (or instruct the Bank to issue an e-Cheque on the Customer's behalf) to a payee unless the payee agrees to accept e-Cheques. The Customer is solely responsible for:
 - (1) before issuing an e-Cheque (or instructing the Bank to issue an e-Cheque on the Customer's behalf) to a payee, informing the payee that he may agree or decline to accept the e-Cheque;
 - (2) using secured electronic means and taking appropriate email encryption and other security measures in sending the e-Cheque file; and
 - (3) providing the Bank with correct and up-to-date contact information of a payee to enable the Bank to send the e-Cheque file to the payee by electronic means on the Customer's behalf, if the Bank offers this service.
 - (iii) The e-Cheque file will be regarded as having been delivered to the payee upon the Bank's sending it to the payee by electronic means using the payee's contact information provided by the Customer. The Bank does not have any duty to verify whether the payee has actually received the e-Cheque file. The Bank advises the Customer to check with the payee whether he has actually received the e-Cheque file, whether it is sent by the Customer or by the Bank.
- (d) Waiver of presentment requirements

Each e-Cheque is only required to be presented by sending it in the form of an electronic record in accordance with the Industry Rules and Procedures. The Bank is entitled to pay each e-Cheque against presentation of its electronic record in that manner without requesting any other form of presentation. Without reducing the effect of Clause 14.3(a)(i) above and Clauses 14.5(a) and 14.5(b) below, the Customer expressly accepts the waiver of presentment requirements set out on an e-Cheque from time to time.

14.4 e-Cheques Deposit Services

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
- (b) e-Cheque Drop Box Service
 - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
 - (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
 - (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
 - (iv) The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- (c) The Bank's Deposit Channels

The Bank may from time to time without prior notice (i) specify, vary, cancel or terminate the available Deposit Channels; or (ii) specify, vary, change or amend the terms governing the use of any Deposit Channel.

14.5 Handling of e-Cheques, associated risks and the Bank's liabilities

(a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by the Customer or payable to the Customer. Accordingly, the Bank is entitled to pay and collect e-Cheques for the Customer in the following manner 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:

- (i) pay any e-Cheque drawn by the Customer on the Bank upon presentment of that e-Cheque to the Bank in accordance with the Industry Rules and Procedures; and
- (ii) collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.

(b) Restriction of the Bank's liability

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

- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by the Customer or presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
- (ii) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
 - (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Services, including the Customer's obligation to safeguard against issuance of e-Cheques by unauthorized persons;
 - (3) presentment of any e-Cheque issued by the Customer or payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance;
 - (4) any failure or delay in providing the e-Cheques Services, or any error or disruption relating to the e-Cheques Services, caused by or attributed to any circumstance beyond the Bank's reasonable control;
 - (5) any misused or unauthorised access or use of the e-Cheques Services;
 - (6) any failure of the Bank to detect a duplicate presentment of an e-Cheque and payment made against such duplicate presentment of the same e-Cheque, other than due directly and solely to the Bank's negligence or wilful default;
 - (7) any disclosure, leakage or loss of data or confidential information other than due directly and solely to the Bank's negligence or wilful default;
 - (8) the termination, suspension or variation by the Bank of the e-Cheques Services (or any part thereof); and
- (iii) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

(c) The Customer's confirmation and indemnity

- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for issuing and depositing e-Cheques.
- (ii) Without reducing the effect of any indemnity given by the Customer under these Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Services or the Customer's use of the e-Cheques Services.
- (iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents.
- (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Services.

15. ECERTIFICATE SERVICE – SUBSCRIBER TERMS AND CONDITIONS

The following Subscriber Terms and Conditions apply to eCertificate Service. Subscriber must read and understand these Subscriber Terms and Conditions. By applying to Digi-Sign Certification Services Limited ("Digi-Sign") for the public key digital certificate (branded Premium Certificate) (referred to as "eCertificate") through OCBC Wing Hang Bank Limited ("Bank"), the subscriber agrees to be bound by these Subscriber Terms and Conditions and their amendments and supplements made from time to time.

15.1 Terms and Conditions

- (a) The Digi-Sign "General Purpose" Certification Practice Statement and the supplements and amendments thereto made from time to time ("CPS") and the "OCBC Wing Hang Bank Limited Certificate Policy" and the supplements or amendments thereto made from time to time (the "CP") describe the practices and procedures

involved in the issuance of the eCertificate by Digi-Sign's "General Purpose" PKI hierarchy for subscribers applying through the Bank, and form part of and shall for all purposes be deemed to be incorporated into these Subscriber Terms and Conditions and are binding on subscribers. If there is any inconsistency between any of these Subscriber Terms and Conditions and a provision in the CP and/or CPS, these Subscriber Terms and Conditions shall prevail. The CP and CPS are available for inspection on the Digi-Sign's website: <<http://www.dg-sign.com>> and the office of Digi-Sign.

- (b) The Bank and Digi-Sign reserve the right to amend or supplement the provisions of the CP and CPS from time to time. Neither the Bank nor Digi-Sign shall be required to give any notification to any subscriber for any amendment or supplement of the CP or CPS as may be made from time to time. The subscriber agrees and undertakes to read the CP and CPS regularly and take note of and comply with any amendments or supplements thereto to be made from time to time.

15.2 Use of Keys and eCertificate

By using the keys, PIN mailers and any other security token ("Security Token") and the corresponding eCertificate generated and issued by Digi-Sign to the subscriber through the Bank, the subscriber acknowledges and agrees with each of the Bank and Digi-Sign –

- (a) that the subscriber accepts the keys and any other Security Token and the corresponding eCertificate;
- (b) to be bound by the continuing responsibilities, obligations and duties imposed on the subscriber by these Subscriber Terms and Conditions (including without limitation the CP and CPS), as amended from time to time. Without prejudice to the generality of the aforesaid, the subscriber agrees to observe and comply with the 'Subscriber Obligations' and 'Relying Parties Obligations' as listed in sections 2.1.4 and 2.1.5 of the CP and all other obligations contained in the CP and CPS applicable to the subscriber (whether as a subscriber, or as a relying party as defined in the CP, or both) and to procure its authorized user(s) to observe and comply with all the provisions in the CP and CPS in relation to the use and protection of the keys, any other Security Token and the corresponding eCertificate;
- (c) that the use of the keys and any other Security Token and the corresponding eCertificate is at the subscriber's own risk. Digi-Sign shall bear no responsibility or liability whatsoever for any loss or damage incurred or suffered by any person (including the subscriber) arising out of or in connection with the use of the keys and any other Security Token and the corresponding eCertificate unless expressly provided otherwise in the CP or CPS, and/or the contents of any transmission, message, contract adopted or signed by use of any keys, any other Security Token and/or the corresponding eCertificate;
- (d) that notwithstanding any provision contained herein or in the CP or CPS, the use of the keys, any other Security Token and the corresponding eCertificate is at the subscriber's own risk. The Bank shall bear no responsibility or liability whatsoever for any loss or damage incurred or suffered by the subscriber, any user or any other person, arising out of or in connection with the use of the eCertificate Service, any keys, any other Security Token or the corresponding eCertificate, and/or the contents of any transmission, message, any transaction effected or contract adopted or signed by use of any keys, any other Security Token and/or the corresponding eCertificate;
- (e) that unless otherwise expressly provided in the CP or CPS, no implied or express representations and warranties are given by Digi-Sign in relation to the keys, any other Security Token and the corresponding eCertificate ;
- (f) that eCertificates subscribed for and issued under the eCertificate Service are NOT recognized certificates under the Electronic Transactions Ordinance Cap.553 as amended by the Electronic Transactions (Amendment) Ordinance 2004;
- (g) that notwithstanding anything contained (expressly or impliedly) in the CP or CPS, no representations or warranties (whether express or implied) are given by the Bank in relation to the eCertificate Service, the keys (and/or any other Security Token) and/or the corresponding eCertificate. Without prejudice to the generality of the aforesaid, the Bank does not warrant that the keys, any other Security Token and/or the eCertificate will operate securely, or without malfunction, uninterrupted or error free, or that they will be fit for any particular purpose, or that the information and data transmitted by using the eCertificate and keys (and/or any other Security Token) will be securely transmitted and free from leakage or disclosure to unintended recipients, loss, or misuse. Without prejudice to Clauses 2.1(c) and (d) hereof, the Bank and Digi-Sign shall not be liable for any loss or damages arising from any malfunction, interruption, error, or any leakage, disclosure, loss, or misuse of any information or data (whether in relation to the subscriber or user or any other third party) through any use of the eCertificate and/or keys and/or any other Security Token (whether such use is authorized by the subscriber or not);
- (h) that the eCertificate issued for the subscriber by Digi-Sign will be published in the Digi-Sign Certificate Directory;
- (i) Each of the Bank and Digi-Sign reserves its absolute right to refuse subscriber's application without any need to provide any reason therefor to any subscriber;
- (j) without prejudice to any provision in the CP or CPS, to accept responsibility to keep secure and to take precaution to maintain adequate security of the keys and the corresponding eCertificate, including without limitation, not to permit another person other than its registered authorized user to access the subscriber's keys, any other Security Token and eCertificate;
- (k) that, without prejudice to any provision in the CP or CPS, in the event of any keys or any other Security Token or the corresponding eCertificate being lost or compromised or suspected to have been lost or compromised, the subscriber shall immediately notify the Bank, Digi-Sign and other relying party as defined in the CP ("relying party") or any other third parties with whom the subscriber shall have used any such keys or other Security Token and/or the corresponding eCertificate to exchange information and/or execute transactions;
- (l) to use such keys and any other Security Token and the corresponding eCertificate solely and strictly in accordance with the CP and CPS and for lawful purposes and exclusively for services defined by the Bank and in any event not to use the same for any purposes which have not been authorized by the Bank, and to ensure such use is without the infringement of any third party rights;
- (m) to safeguard and protect the keys, any other Security Token and the corresponding eCertificate from any loss, theft, misuse, mishandling, damage or compromise and safeguard the secrecy of the same;
- (n) to comply with notices, instructions and manuals from time to time issued by Digi-Sign and/or the Bank; and
- (o) that the Bank may at any time and without need of giving any prior notice or reason, suspend or terminate the eCertificate Service and/or amend, supplement or revise any of the terms and conditions of these Subscriber Terms and Conditions.

15.3 The Subscriber's Representation and Warranties and Undertakings

In consideration of the Bank's processing and Digi-Sign's consideration of the subscriber's application for the issuance of the keys and any other Security Token and the corresponding eCertificate, the subscriber represents, warrants and undertakes to each of the Bank and Digi-Sign that:

- (a) all the information in relation to the subscriber's application for the eCertificate Service provided to the Bank and/or Digi-Sign (including without limitation the information as set out in the related application form) is true, complete and accurate;
- (b) the subscriber will notify the Bank and Digi-Sign as soon as reasonably practicable of any change to such information; and
- (c) the subscriber has read and understood these Subscriber Terms and Conditions, including without limitation the CP and CPS.

15.4 Indemnities by Subscriber

- (a) The subscriber undertakes to indemnify Digi-Sign fully and hold Digi-Sign harmless from and against any actions, suits or legal proceedings from any person or loss and damage arising out of or in connection with the willful default or negligence on the part of the subscriber in protecting the security and integrity of the subscriber's keys and any Security Token and the corresponding eCertificate or any breach or non-observance of or non-compliance with these Subscriber Terms and Conditions including without limitation the CP and/or CPS;
- (b) The subscriber undertakes to indemnify the Bank, its officers, directors and employees and hold the same harmless on demand on full indemnity basis from and against any actions, suits or legal proceedings, judgments, demands, losses, damages, costs (including without limitation legal costs on full indemnity basis) and expenses of any nature whatsoever brought or threatened to be brought or incurred or suffered by the Bank and/or any of its officers, directors or employees arising from or in connection with :
 - (i) any use or misuse of the eCertificate Service, the keys, any other Security Token and/or the corresponding eCertificate (whether authorized by the subscriber or not);
 - (ii) any breach or non-observance of or non-compliance with any provision under these Subscriber Terms and Conditions, including without limitation the CP and/or CPS, by the subscriber, user of the keys and any other Security Token and/or the corresponding eCertificate or any relying party;
 - (iii) any act, default, misconduct, omission, negligence, fraud, deception or other act of dishonesty on the part of the subscriber or any user (whether authorized by subscriber or not) of the keys and any other Security Token and/or the corresponding eCertificate or any relying party;
 - (iv) any default or negligence on the part of the subscriber or user (whether authorized by subscriber or not) of the keys and any other Security Token and/or the corresponding eCertificate in protecting the security and integrity of the keys and any other Security Token and/or the corresponding eCertificate;
 - (v) any infringement or threatened infringement of any third party's rights arising from any use of the keys and any other Security Token and/or the corresponding eCertificate (whether authorized by the subscriber or not);
 - (vi) any representation or warranty herein contained is or becomes, untrue incorrect or misleading; and/or
 - (vii) any indemnification or other liability to Digi-Sign suffered or incurred by the Bank arising from or in connection with any of the above 15.4(b)(i) to 15.4(b)(vi).

15.5 eCertificate Renewal

- (a) The Bank will not send any notification to the subscriber for renewal of the subscriber's eCertificate. The eCertificate will be automatically renewed if the Bank does not receive the subscriber's written objection 30 days before the eCertificate expires.
- (b) The usage period of both newly applied and renewed eCertificate are 3 years.
- (c) A new eCertificate will be issued to the subscriber's authorized user to replace the expired eCertificate at or soon after renewal.

15.6 Fees

- (a) The Bank may revise fees and charges from time to time after giving notice to the subscriber by means that the Bank considers appropriate. Paid fees and charges will be shown in the subscriber's account statement or passbook. No separate advice will be given. Paid fees and charges are not refundable.
- (b) The subscriber agrees to pay the Bank such fees and charges for newly applied and renewed eCertificate. The Bank reserves the right to amend, increase, adjust such fees and charges. The subscriber's nominated settlement account will be used to settle payment of fees and charges.

15.7 Revocation of eCertificate

- (a) The subscriber shall give seven days prior written notice to the Bank for any revocation request of its unexpired eCertificate.
- (b) Without prejudice and in addition to the respective right of Digi-Sign and the Bank to suspend, revoke or terminate eCertificate in accordance with the provisions contained herein, in the CP and/or CPS, when the relevant banking service for which the subscriber used the keys (and any other Security Token) and the corresponding eCertificate has ceased to be offered by the Bank for whatever reason, the subscriber agrees and authorizes irrevocably the Bank to terminate forthwith the eCertificate Service, the keys, and any other Security Token and the corresponding eCertificate. Any fee or charge paid for the keys (and any other Security Token) and the corresponding eCertificate will not be refunded.
- (c) The Subscriber undertakes to inform the Bank forthwith upon its becoming aware of the occurrence of any of the events giving rise to the Bank's right to revoke an eCertificate as set out in the CP and/or CPS, including without limitation section 4.4.3(b) of the CP.

15.8 Jurisdiction

These Subscriber Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") of the People's Republic of China. The subscriber hereby unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

Schedule III : ATM Card Services

ATM Card is issued to the Customer by the Bank subject to the following conditions.

1. Scope of Service

- 1.1 ATM Card can be used in the ATMs and Other Terminals installed in such geographical areas (whether inside or outside Hong Kong) for such services from time to time announced by the Bank. The Bank reserves the right at its sole and absolute discretion at any time hereafter to add, cancel and/or otherwise vary any of the services available to ATM Card without prior notice and giving reason therefor.
- 1.2 Any instruction or transaction given or executed by using ATM Card after the cut off time of the Bank which is currently set at 8:00 p.m. (Hong Kong time) on any Business Day (excluding Saturday) may at the absolute discretion of the Bank be treated as to have effect on the next Business Day (excluding Saturday); the Bank reserves the right to change the cut off time without prior notice to the Customer.

2. Possession

ATM Card is and shall at all times be the property of the Bank and the Customer shall surrender the ATM Card to the Bank immediately upon the Bank's demand irrespective of whether the Bank has given any prior notice or any reason therefor.

3. Not Transferable

ATM Card shall only and exclusively be used by the Customer and is not transferable. ATM Card must be returned to the Bank for cancellation if the Customer no longer requires ATM services or when he closes the relevant account(s) with the Bank.

4. PIN

The PIN issued to the Customer for use with ATM Card and any numbers substituted by the Customer for that purpose are strictly confidential. PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The Customer shall take all reasonable steps to keep the ATM Card safe and the PIN secret to prevent fraud or misuse, and in particular, he should destroy the original printed copy of the PIN, not allow anyone else to use ATM Card and/or the PIN, not write down the PIN on ATM Card or on anything usually kept with or near it, not write down or record the PIN without disguising it, take other reasonable steps to keep ATM Card safe and the PIN secret to prevent fraud or misuse, and report the lost or stolen of ATM Card or misuse of the PIN as set out in Schedule III.

Failure to follow the safeguards set out above will be considered as negligence on the part of the Customer.

If the Customer has acted fraudulently, or with negligence or has failed to so notify the Bank as stipulated in Clause 10 hereof as soon as reasonably practicable after the occurrence of any such event as mentioned in Clause 10 hereof or has failed to observe this Clause, the Cardholder shall be fully responsible for all transactions involving the use of the ATM Card by any person whomsoever whether or not authorized by the Customer.

5. Insufficient Fund

ATM Card shall only be used for withdrawal or transfer if there are sufficient funds in the account concerned. If the withdrawal or transfer is made without sufficient fund, the holder of such account shall repay to the Bank on demand the sum representing the amount of such withdrawal or transfer together with interest thereon at the rate and in the manner chargeable by the Bank for overdraft account. Nothing herein shall be construed to impose any obligation on the Bank to allow any account(s) to be overdrawn or over transferred.

6. Joint Card Account

If the Customer shall consist of more than one person, each and every one of the account holder shall be jointly and severally responsible for all transactions involving the use of ATM Card so issued and the terms and conditions herein shall be jointly and severally binding on each and every one of the account holder.

7. Transaction Record

The Bank's records in relation to any withdrawal, deposit, transfer, payment and/or transaction involving the use of ATM Card shall in all respects be conclusive against and binding on the Customer unless manifest error or omission is proved.

8. Card Usage – Deposit

Unless otherwise announced by the Bank, cash and/or cheque in such currency notified by the Bank from time to time may be deposited in the Bank by the use of ATM Card at such ATMs and/or other devices or terminals installed and operated by the Bank in such geographical areas announced by the Bank from time to time, provided always the Customer agrees that:

- (a) Cash deposit shall be treated as having been received by the Bank and will be credited to the Customer's account only after verification by the Bank (such verification may not take place on the same day), and before the same is credited to the Customer's account as aforesaid, the Customer cannot withdraw or utilize the same.
- (b) Cheque deposits are accepted for collection only, the proceeds will not be credited to the Customer's account and be available for withdrawal or transfer until the cheques have been duly cleared.
- (c) The advices (if any) issued by the ATMs and/or other devices or terminals to the Customer in respect of the acceptance of such deposits represent only what the Customer has purported to have deposited with the Bank by the use of ATM Card at such ATMs, devices or terminals and shall in no way and under no circumstances bind the Bank as to their correctness.
- (d) The Customer hereby further agrees to indemnify the Bank and keep the Bank fully indemnified against any suits, actions, losses, claims, damages and demands which

may be reasonably suffered or incurred by the Bank arising from or relating to the Customer's making deposits with the Bank by using ATM Card at the ATMs and/or other devices or terminals installed and operated by the Bank unless the same is reasonably foreseeable and solely and directly caused by the wilful default or negligence of the Bank, its agents, officers or employees.

9. Withdrawal/Transfer/Other Debit

The Customer hereby irrevocably authorizes the Bank to debit (without any prior notice to the Customer) the account of the Customer with the Bank the amount of any withdrawal, transfer, payment and/or transaction involving the use of ATM Card at the ATMs or Other Terminals, as the case may be, whether or not made with his knowledge or authorization but subject to Clause 10 hereof.

Transaction effected in a currency other than Hong Kong Dollar will be settled by the Bank in, and the Customer's account will be debited with, such currency or the Hong Kong Dollar equivalent or other currency (as may be determined by the Bank at its absolute discretion) to be converted in such manner as the Bank may consider appropriate and at such rate of exchange as the Bank may determine without the consent or notice to the Customer plus a foreign currency exchange administration cost (if any) on the day of transaction. The Bank will charge a handling fee for each cash withdrawal transacted through the ATMs or Other Terminals in such geographical areas announced by the Bank from time to time.

10. Loss of ATM Card/PIN

In the event of the loss, theft or disclosure of ATM Card/PIN, the Customer shall as soon as reasonably practicable notify such loss, theft or disclosure to the Bank in writing or through other means as may be specified by the Bank and notified to the Customer and the Customer may have to be fully responsible for all transactions involving the use of ATM Card/PIN by any person whomsoever whether or not authorized by the Customer prior to the Bank's actual receipt of such written notice.

If any replacement card is issued, the Bank is entitled to charge a fee therefor and to debit the same to the account of the Customer.

11. Card Delivery Risk

The ATM Card and the related PIN are issued and delivered to the Customer at his own risk provided that the Customer will not, subject to Clause 4 hereof, be liable for the amounts wrongly charged to his account and the interest thereon resulting from any misuse of the ATM Card which has not been received by the Customer.

12. Cheque Book Application

The Customer may apply for cheque book of his current account by the use of the ATM Card at any of the ATMs and such application shall have the same effect as the submission by the Customer to the Bank of the duly completed and signed cheque book application prescribed by the Bank.

13. Responsibility

The Bank and/or any other institutions shall not be responsible for any loss and all consequences whatsoever directly or indirectly as a result of or in connection with the use of the ATM Card (including but not limited to any failure or malfunctioning of the ATM Card or any ATM or Other Terminal, whether installed by or belonging to the Bank, any other institutions, entities, persons or companies), unless reasonably foreseeable and solely and directly due to the wilful default or negligence of the Bank.

14. Restriction on use of ATM Card

Notwithstanding anything contained in Schedule III, the Bank has the right at its absolute discretion to impose any limits or restrictions whether in amount or otherwise on the use of the ATM Card and/or to decline any instruction from the Customer transmitted from the ATMs or Other Terminals and to demand the return of the ATM Card at any time and from time to time. The Bank may from time to time impose any limits and restrictions at its sole and absolute discretion to comply with any applicable laws, rules, regulations, guidelines, notices or restrictions issued from time to time by any relevant competent authority, government agency, exchange or body (whether inside or outside Hong Kong), and the internal policies of the Bank for the time being.

15. Charge

The Bank reserves all the rights, at its absolute discretion, to charge a fee for the use of the ATM Card. Such fee shall be at such rate and for such period as determined by the Bank from time to time and announced to the Customer in such manner as the Bank deems fit and shall not be refundable irrespective of early cancellation of the ATM Card either by the Customer or by the Bank. The Customer agrees and authorizes the Bank to debit to his account such fees or charges from time to time.

16. Account Information Disclosure

The Customer agrees that the Bank may, without the consent of or notice to the Customer, disclose to (a) any of its offices and branches; (b) any of its parent, subsidiary, affiliate or associate companies; (c) any person acting as its servant or agent or otherwise acting under its authority; (d) any member banks within the network; (e) the operators of Other Terminals; (f) the clearing institutions and authorities; and (g) any other person or institution such information concerning the account(s) of the Customer as the Bank may deem necessary or appropriate arising out of or in connection with the use of the ATM Card, the ATMs and Other Terminals.

17. Exclusion of Liability

The Bank shall not be liable for any act or omission of any merchant shop or establishment including, without limitation, any refusal to honour or accept the use of the ATM Card or any statement or other communication made or any dispute, defect or deficiency in any goods or services supplied in connection with the use of the ATM Card. The Customer shall handle or resolve all claims or disputes directly with such merchant shop or establishment and no such claim or dispute shall affect or entitle the Customer to revoke challenge or vary any transfer or payment effected or to set-off or counter-claim by the Customer against the Bank.

18. Right to Terminate the ATM Card

The Bank reserves the right at all times at its absolute discretion to terminate this agreement with the Customer by withdrawal of the ATM Card or the service thereby provided, or by refusing to renew the ATM Card without giving any reason therefor and without any prior notice to the Customer. The ATM Card will automatically be void upon notification of its cancellation or withdrawal from the Bank or by any other person acting on behalf of the Bank.

19. Interbank Transfer Service

“Interbank Transfer” is part of the ATM Card Services which allows the Customer to transfer funds between the Customer’s accounts and his accounts in other member banks of Joint Electronic Teller Services Limited (“JETCO”) which have joined the Interbank Transfer Service through any ATMs carrying the “Interbank Transfer” symbol.

- 19.1 The Bank shall debit the Customer’s accounts immediately upon receipt of the Customers’ interbank transfer requests.
- 19.2 The Bank shall not be responsible for the time when the transferred funds shall be actually credited into the transferee’s accounts given that the receiving bank may, for any reason, credit the received funds into the transferee’s account at a different time.
- 19.3 The Bank shall be under no liabilities in any circumstances to recover any amount paid to the receiving bank and shall be under no liabilities in the case of the receiving bank failing to pay the transferee for any reason.
- 19.4 The Customer, while acknowledging that fund transfers to third party accounts involve risks, agrees that the Bank shall not be liable to the Customer for any delay and/or non- transfer of funds or any mistake made in the fund transfer in the absence of negligence, willful misconduct or fraud of the Bank.
- 19.5 No payments shall be made in the case of the receiving bank being in default in the interbank settlement prior to the Customer’s payments being made to it and the debit entries in the Customer’s accounts shall be reversed with accord.
- 19.6 Funds transferred to the Customer’s accounts through the ATMs of the paying bank shall be credited into the Customer’s accounts in accordance with the Bank’s practice for the time being and such practice shall be determined by the Bank at its sole discretion.
- 19.7 The Bank reserves the right to reverse any credit made to the Customer’s accounts at any time should the paying bank fail to make payments to the Bank for any reason.

Schedule IV : Remittance Services

1. Transfer

The transfer will be made at the Customer's sole risk. The Customer contracts as principal. The Bank accepts no obligation whatsoever to any other person (including the remitter). The laws of Hong Kong SAR governs the relationship between the Bank and the Customer. The only obligation of the Bank in respect of the transfer is to exercise reasonable care in preparing appropriate instructions to its correspondents or agents and to send out such instructions in accordance with its usual practice.

2. Fees & Expenses

The Bank may effect the transfer literally, in cipher or through any other means or media, and through any correspondents, agents and clearing systems. All expenses incurred in advising the Customer (at its request) of the fate of a transfer shall be paid by the Customer on demand.

3. Payment Currency

Unless otherwise instructed in writing the transfer will be effected in the currency of the country in which payment is to be made. Notwithstanding any instruction by the Customer, the currency of the payment to the beneficiary will depend on local law and practice and the policy of the relevant correspondent.

4. Exchange Rate

Unless a firm exchange rate has been agreed, the Bank will effect the transfer on the basis of a provisional exchange rate which shall be adjusted when the actual exchange rate is ascertained. Any difference arising from the provisional rate being more or less than the actual rate shall be debited or credited (as the case may be) to the Customer's account.

5. Transfer to Place Not Specified

The Bank may effect the transfer at a place other than specified by the Customer if, in the Bank's sole opinion, operational procedure so requires.

6. No Full Amount Guaranteed

The Bank cannot undertake that the beneficiary will receive the full amount of the transfer without deduction of charges by any person other than the Bank, and the Bank shall not be liable in any way therefore or in connection therewith, nor as a result of the fund to be transferred being frozen or blocked and not available to the beneficiary under local law.

7. Refund

Refund will only be made after the Bank's actual receipt from its correspondent of the relevant fund, and may be made in Hong Kong dollars after conversion at the Bank's buying rate for the currency of the transfer at the time of refund less all charges and expenses incurred by the Bank, its correspondents and agents.

8. Limitations on Liability

8.1 The Bank shall not in any way be liable for:

- (a) any loss, mutilation, error, omission or delay in the transmission of message, or from misinterpretation by any person;
- (b) any act or omission in good faith in the course of carrying out the Customer's instructions;
- (c) any act or omission whatsoever of or any insolvency, bankruptcy, liquidation, administration or similar proceedings affecting its correspondents or agents;
- (d) any act or event beyond the Bank's reasonable control;

nor to advise the Customer of:

- (e) any exchange control or other restriction applied in the country in which payment is to be made nor be liable for any loss or delay as a result;
- (f) the charges which may be imposed by overseas banks, correspondents or agents.

8.2 The Bank reserves the right not to process the telegraphic transfer if, in the sole opinion and absolute discretion of the Bank, that the information or instruction given is incomplete or is not sufficiently clear or the application does not fulfill the requirements as designated by the Hong Kong Monetary Authority or the relevant clearing bank from time to time.

Unless due to the negligence or wilful default of the Bank, its agents, officers or employees in the course of employment and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank shall not be held liable for:

- (a) any delay in processing this telegraphic transfer or for its decision in not processing the same arising therefrom; and
- (b) any delay in payment or in giving advice of payment.

9. Miscellaneous

9.1 The Bank will process the transfer application in accordance with its usual practice, and does not guarantee (nor shall it be liable in any way for or in connection with) the time of actual despatch of instructions to the Bank's correspondents. Without prejudice to the foregoing, transfer for a specific day value is subject to applicable cut-off time.

- 9.2 Payment may be made to the account stated by the Customer even if the account holder appears to be different from the beneficiary and the Customer shall have no claim against the Bank, its correspondents and agents in respect thereof. Where only the name of the beneficiary is given but without account number, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Customer whose name appears to correspond to the name of the beneficiary.

10. Acknowledgement and Agreement

- 10.1 If the transfer or the processing of the transfer, or any procedure or other action connected with the transfer or its processing will directly or indirectly and to any extent use or involve the use or operation of the clearing system of any currency set by the Hong Kong Interbank Clearing Limited, the Customer hereby:
- (a) acknowledges the use or operation of the clearing system of such currency will be subject to the Clearing House Rules and the Operating Procedures of such currency referred therein (as the same may be modified from time to time); and
 - (b) agrees that the Hong Kong Monetary Authority or any other institutions involved shall not owe any duty or incur any liability to the Customer in respect of any claim, loss, damage or expenses of any kind or nature whatsoever.
- 10.2 The Customer hereby acknowledges and agrees that for the purpose of complying with the requirements of the Financial Action Task Force on combating money laundering and terrorist financing as well as all other contemporary regulatory requirements in relation to wire transfer, the Bank may include in the remittance message the required information on the Customer and the Beneficiary (including but not limited to name, account number, address, national identity number, customer identification number and date and place of birth) and/or disclose the aforesaid information to the appropriate authorities and/or financial institutions.

Schedule V : Renminbi Cross-border Trade Settlement Services

1. Applicable Terms and Conditions

Renminbi Cross-Border Trade Settlement Services (as defined below) and all related RMB deposit accounts and services are subject to (i) these terms and conditions herein (“**Terms and Conditions- RMBTS**”); (ii) the Terms and Conditions for All Accounts and Related Services in force from time to time; and (iii) all other terms and conditions in agreements, facility letters, account opening and other documentation applicable respectively to the services and facilities offered under or otherwise covered by the Renminbi Cross-Border Trade Settlement Services. In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions-RMBTS, the Terms and Conditions for All Accounts and Related Services and the other terms and conditions mentioned under (iii) above, the Terms and Conditions-RMBTS shall prevail to the extent of the conflict or inconsistency.

2. Definitions and Interpretation

(a) Unless the context otherwise requires, the terms and expressions used herein shall bear the followings meanings:

“Bank”	means OCBC Wing Hang Bank Limited, which includes all its branches and offices wherever situated and its successors and assigns;
“Bank”	means an enterprise in Hong Kong or other approved regions outside Mainland that use RMB as the settlement currency for trades with the Mainland in accordance with the <i>Administrative Rules for the Pilot Scheme for Settlement of Cross Border Trade in RMB</i> (Pilot Scheme) issued by the relevant Mainland authorities;
“RMB” or “CNY”	Renminbi (“ RMB ”) or Chinese Yuan (“ CNY ”) means the legal currency of the Mainland for the time being;
“Deposit Services”	means the services provided by the Bank to TSE for opening RMB accounts, taking deposits of, in relation to the RMB trade settlement, RMB banknotes, RMB funds from exchange, RMB funds gained from trades, and RMB funds in relation to RMB Bonds’ transfers and repayments of principal and interest;
“Exchange Services”	means the services of two-way exchange between Hong Kong Dollars (“HKD”) or other currencies and RMB provided for the TSE by the Bank who have RMB deposit accounts opened and maintained with the Bank for settlement of cross-border trades;
“Remittance Services”	means the RMB remittance services between Hong Kong or other regions and Mainland provided by the Bank for the TSE who have RMB deposit accounts opened and maintained with the Bank for settlement of cross-border trades;
“RMB Cheques”	means the bills issued by the TSE who have RMB deposit accounts in Hong Kong with instructions to the Bank being the account opening bank to pay definite amounts of RMB to the payees at sight of such bills;
“RMB Bonds”	means the RMB-denominated marketable bonds issued in Hong Kong by financial institutions in Mainland in accordance with the relevant laws, having a tenor of one year or more and providing for payment of principal and interest as agreed;
“Renminbi Cross-Border Trade Settlement Services”	means Deposit Services, Exchange Services, Remittance Services, RMB Cheques services and Trade Finance Services as more particularly described herein;
“Trade Finance Services”	means the RMB trade finance facilities and services provided by the Bank to TSE for the cross-border trades of the TSE with Pilot Cross-Border Trade Enterprise(s);
“Mainland”	means mainland of the People’s Republic of China.
“Pilot Cross-Border Trade Enterprise”	means a Mainland enterprise approved by the relevant Mainland authorities to be a pilot enterprise eligible for the Pilot Scheme; and
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.

(b) The headings to clauses shall not affect the construction of these Terms and Conditions- RMBTS. References as to the singular shall, where the context so requires be deemed to include references to the plural and vice versa and reference herein to any person shall include references to individual, firm, body corporate or unincorporated.

3. Scope and eligibility

- (a) Renminbi Cross-Border Trade Settlement Services are applicable only to customers who are TSE and conduct RMB cross-border trade settlement in the selected Mainland cities as approved by the relevant Mainland authorities with Pilot Cross-Border Trade Enterprise(s). The Bank reserves its right of final determination (which determination shall be conclusive and binding on the customer) on all questions or disputes in respect of the eligibility of the customer and its trade transactions for the Renminbi Cross-Border Trade Settlement Services.
- (b) The scope and eligibility requirements of Renminbi Cross-Border Trade Settlement Services are subject to the relevant rules of the Pilot Scheme for settlement of cross-border trade in RMB as issued or promulgated by the relevant authorities, the Bank’s respective agreements with the clearing bank in Hong Kong and domestic agent bank(s) on the Mainland and all orders, law, rules, regulations, restrictions, directions, guidelines, notices, recommendations (whether or not having the force of law) issued or promulgated from time to time by the relevant governmental and regulatory authorities in Hong Kong and Mainland (including without limitation all amendments and supplements from time to time made thereto) governing RMB cross-border trade settlement (“Applicable Regulations”) and all the Bank’s terms and conditions from time to time applicable to Renminbi Cross-Border Trade Settlement Services.
- (c) The Bank reserves its right to revise, modify, supplement or otherwise vary at any time and from time to time any of its terms and conditions applicable to the Renminbi Cross-Border Trade Settlement Services (or any part thereof) according to the Bank’s agreement with the clearing bank in Hong Kong or domestic agent bank(s) on the Mainland and the Applicable Regulations.

4. Deposit Services

- (a) Except where the Bank otherwise stipulates from time to time at its sole discretion, the customer is required to open and maintain for any and all Renminbi Cross-Border Trade Settlement Services RMB deposit account or accounts (“**RMB Trade Settlement Account**”, means any one of them or all of them if more than one account) for the specific purposes of receiving RMB funds gained from cross-border trades remitted from relevant Pilot Cross-Border Trade Enterprise(s), making RMB trade settlement payable directly to relevant Pilot Cross-Border Trade Enterprise(s), and/or making payment to the relevant bond issuers for the customer’s subscription for or acquisition of RMB Bonds.
- (b) The RMB Trade Settlement Account may only be used by the customer for the purposes respectively set out in Clause 4(a) or such purpose as may be specified or permitted by the Bank from time to time.
- (c) Unless otherwise agreed by the Bank, no deposit or transfer or withdrawal may be made to and from the RMB Trade Settlement Account except for the purposes mentioned in the above Clause 4(a) and only up to the amount of actual trade transactions and/or the amount required for its subscription for or acquisition of RMB Bonds.
- (d) Withdrawal of RMB funds from RMB Trade Settlement Account is subject to the availability of the currency in question. The Bank reserves the right to pay the customer in other currencies, if necessary.
- (e) The customer shall ensure that the aggregate of RMB funds accumulated in the RMB Trade Settlement Account shall not at any time exceed the necessary amounts as determined by the Bank (which determination shall be final, conclusive and binding on the customer) required for cross-border trade settlement and/or acquisition of RMB Bonds.
- (f) For the Renminbi Cross-Border Trade Settlement Services, existing Hong Kong Designated Business Customers with the Bank (subject to the Bank’s approval in its sole and absolute discretion) will be required to separately open and maintain a RMB Trade Settlement Account in the capacity of TSE.
- (g) The Bank reserves the right to decline at its sole and absolute discretion any RMB Trade Settlement Account opening request of the customer.
- (h) Upon closure of all or any of the RMB Trade Settlement Accounts for whatever reason, RMB funds from such RMB Trade Settlement Account will be converted to HKD (or other currencies determined by the Bank) at such exchange rate as determined by the Bank in its absolute discretion.
- (i) The Bank reserves the right to refuse to accept any RMB deposit or part of it or any transaction, at any time without prior notice or giving any reason and without liability, if in the opinion of the Bank (which opinion shall be final, conclusive and binding on the customer) such deposit (or part thereof) or transaction is or suspected to be in connection with any criminal or unlawful activities or is not for the purposes as specified in this Clause 4(a) or is not commensurate with the relevant RMB cross-border trade settlement or is otherwise not in compliance with any of the Applicable Regulations or the Terms and Conditions-RMBTS. The Bank may in its absolute discretion from time to time and without prior notice **impose restrictions** to any RMB Trade Settlement Account.
- (j) If at any time any RMB note(s) deposited into any RMB Trade Settlement Account of the customer is found or suspected to be counterfeit notes, without prejudice and in addition to any other rights, powers and remedies of the Bank, the Bank shall have the right and is authorized by the customer without notice and without liability, to debit any account held by the customer with the Bank an amount equivalent to the amount of such note(s) calculated based upon the prevailing buying or selling rate as adopted by the Bank from time to time. The Bank is also authorized to dispose of the counterfeit or suspected counterfeit notes at the Bank’s absolute discretion in such manner as the Bank may deem appropriate and to report to the relevant authorities. **The customer shall indemnify the Bank against all actions, claims, proceedings, loss, damages, costs and expenses brought or threatened to be brought against, or suffered or incurred by the Bank directly or indirectly arising from or in connection with or in relation to such notes and all actions taken by the Bank in relation thereto.**

5. Exchange Services

- (a) Each exchange transaction shall only be for the purpose of or arising from the customer’s cross-border trades with Pilot Cross-Border Trade Enterprise(s) or such other purpose as the Bank may from time to time specify. The Bank may also prescribe from time to time maximum amount for each such exchange transaction.
- (b) Unless otherwise agreed by the Bank, exchange shall be made through the customer’s RMB Trade Settlement Account as stipulated herein. Exchange of RMB notes into HKD or other currencies over the counter is not allowed.
- (c) Customer with authentic trades of goods or services may exchange HKD or other currencies (acceptable to the Bank) to RMB up to the amounts of the relevant actual trade of goods or service transactions to be settled in RMB provided that all of the exchange proceeds shall be used to pay the relevant Pilot Cross-Border Trade Enterprise(s) directly for the purposes specified under (a) of this Clause and no other purpose. The customer hereby authorizes the Bank to pay the exchange proceeds directly to the relevant Pilot Cross-Border Trade Enterprise(s).
- (d) Exchange of RMB to HKD or other currencies (acceptable to the Bank) may only be made for the customer through the RMB Trade Settlement Account up to the total amounts of deposits therein.
- (e) Customer may exchange HKD or other currencies (acceptable to the Bank) to RMB for making repayments in respect of trade finance provided by the Bank (if any) when the customer does not have enough RMB funds.
- (f) Exchange of RMB to HKD or other freely convertible currencies (acceptable to the Bank) or vice versa shall be **at such exchange rate as determined by the Bank** at its absolute discretion. The customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates and agrees that **the Bank shall not be liable for any losses and damages arising out of and in relation to RMB Exchange Services, including without limited to:**
 - (i) any change in laws, regulations or orders issued by any government agencies or any other relevant bodies or any cause beyond the Bank’s control which prohibits the execution of RMB exchange and remittance services by the Bank or any financial institution associated with the Bank; or
 - (ii) the Bank’s inability to quote RMB exchange rate or vary the spread of buy or sell rate due to market condition or the closure of RMB market.

6. Remittance Services

- (a) Remittance shall be to settle the customer’s RMB cross-border trade transactions with the relevant Pilot Cross-Border Trade Enterprise(s) and may be subject to such maximum amount or other restrictions as the Bank may from time to time specify.

- (b) Remittances from Hong Kong or other region outside Mainland to Mainland can only be made through the RMB Trade Settlement Account with the relevant Pilot Cross-Border Trade Enterprise(s) as the beneficiary or beneficiaries and only up to the amounts of the relevant actual trade and services transaction(s); and remittances from Mainland to Hong Kong or other regions outside Mainland can only be made into the RMB Trade Settlement Account with the relevant Pilot Cross-Border Trade Enterprise(s) as remitter(s) and the customer as the beneficiary and shall only be up to the amounts of the relevant actual trade transaction(s).
- (c) The Bank reserves its right to accept or reject any remittance or transfer (or part thereof) at its absolute discretion without prior notice or giving reason to or consent of the customer and without liability. The customer hereby authorizes the Bank to return such remittance or transfer (or part thereof) at its absolute discretion and take such steps in relation thereto as the Bank may deem appropriate and **the customer shall indemnify the Bank on full indemnity basis for all costs incurred by the Bank arising from or in connection with such returned remittance or transfer. The customer agrees that the Bank shall not be liable for any losses and damages whatsoever arising out of and in relation to any return of remittance.**

7. RMB Cheques services

- (a) RMB Cheques services are only applicable to the customer whose RMB Trade Settlement Account contains a RMB current account.
- (b) The amount drawn on a RMB Cheque shall not be more than the amount for the actual RMB cross-border trade settlement and/or for the customer's subscription for or acquisition of RMB Bonds.
- (c) RMB Cheques shall not be transferable or endorsable or negotiable and can only be used in Hong Kong.
- (d) The customer acknowledges and agrees that unless otherwise specified by the Bank, all terms & conditions relating to HKD and USD current account set out in Schedule 1 of the Terms and Conditions for All Accounts and Related Services are also be applicable to RMB current accounts and shall be bound by the customer. In the event of any inconsistency between these Terms and Conditions-RMBTS and those under the said Schedule 1, these terms and conditions shall prevail.

8. RMB Bonds

- (a) Subject to the provisions herein, RMB funds held in RMB Trade Settlement Accounts opened pursuant to Clause 4 hereof may be used for the customer's subscription for or acquisition of RMB Bonds.
- (b) Subscription for or acquisition of RMB Bonds and use of the Bank's services in relation thereto are further subject to the Bank's terms and conditions applicable thereto from time to time and any applicable laws, rules and regulations from time to time governing such subscription for, or acquisition.
- (c) Notwithstanding anything herein contained, the customer acknowledges that the Bank may at its absolute discretion decline to provide any services relating to subscription for, or acquisition or disposal of RMB Bonds for the customer.

9. Trade Finance Services

- (a) The amount of trade finance that may be extended at the Bank's absolute discretion to the customer shall be limited to the amounts of the corresponding RMB trade settlement transactions concerned and the customer undertakes not to apply for or use any trade finance facilities that may be granted by the Bank for purposes other than genuine RMB cross-border trade with Pilot Cross-Border Trade Enterprise(s).
- (b) All amounts of trade finance provided to the customer shall be used to pay directly to the relevant Pilot Cross-Border Trade Enterprise(s) for the RMB cross-border trade settlement and not for any other purpose. The customer hereby authorizes the Bank to pay such amounts directly to the relevant Pilot Cross-Border Trade Enterprise(s). Such funds shall not be drawn in the forms of RMB deposits.
- (c) Trade Finance Services are subject to the Bank's approval on case by case basis at its absolute discretion and individual applicable facility limits and terms and conditions in facility letter or agreement and other relevant documentation in relation to the facility granted.
- (d) Notwithstanding anything herein contained, the customer acknowledges that the Bank may at its absolute discretion decline to grant any Trade Finance Services or related services to the customer.

10. Fees

The Bank reserves the right to impose fees and charges from time to time as the Bank in its absolute discretion thinks fit. Relevant fees and charges applicable to Deposit, Exchange and Remittance Services are detailed in the Bank's Service Fees. The Bank will notify customers of any changes to fees and charges applicable from time to time. Without prejudice and in addition to other rights and remedies of the Bank, the Bank reserves its right at any time and without prior notice to debit any of the RMB Trade Settlement Accounts or any one or more of any other account(s) maintained with the Bank at its absolute discretion, for the purposes of settling fees and charges.

11. Information and Documents

- (a) The Customer shall provide to the Bank's satisfaction within the time period specified by the Bank all such information and documents (including originals) to enable the Bank to be satisfied with (i) the eligibility and continued eligibility of the customer and of each of its cross-border trade settlement transactions (including their authenticity) for Renminbi Cross- Border Trade Settlement Services (or any part thereof), including without limitation its cross-border trade business, all information and documents pertaining to the nature, volume, details of its RMB cross-border trades and any of its trade counterparties and all transactions passing through its RMB Trade Settlement Account; and (ii) the results of all necessary "know your customer" or other similar identification checks and procedures under all relevant laws, codes, rules, regulations and guidelines; and for compliance with regulations on anti-money laundering and counter-terrorist financing; and all such other information and documents as the Bank may request from time to time. All such documents once submitted by or on behalf of the customer to the Bank will remain the Bank's property and will not be returned to the customers by the Bank in all circumstances.
- (b) The Bank reserves the right to reject any transaction if any information or document requested by the Bank is not forthcoming or to the Bank's satisfaction and the Bank's decision shall be final, conclusive and binding on the customer.

12. Disclosure of Information

The customer expressly authorizes the Bank (i) to disclose and exchange any data, information and documents provided to the Bank from time to time with whatever sources the Bank may consider appropriate for the purpose of verification of the same; and (ii) to disclose and/or report all or any data and information relating to or in connection with the customer, any of the customer's account(s) and any of its transactions and dealings (including without limited to any information and documents provided to or collected by the Bank from time to time) to the clearing bank in Hong Kong, any domestic agent bank, other financial institutions and to the regulatory or government agencies or authorities or quasi-government authorities, within or outside Hong Kong; and (iii) to disclose to any of the Bank's branch, subsidiary, associated company or affiliate, or such other entities which are connected to the Bank directly or indirectly by way of shareholding, management or otherwise any information or data concerning the customer, its affairs, accounts and transactions if the Bank shall determine at its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Bank or is in the interest of the Bank or any of the above mentioned entities (including each of its successors and assigns) or is otherwise required by laws or regulations. **The customer agrees that the Bank and any of the above entities shall not be liable to the customer for such disclosure or exchange of data, information and documents.**

The termination of the Renminbi Cross-Border Trade Settlement Services (or any part thereof) or closure of any RMB Trade Settlement Account shall not affect or terminate the customer's authorization to disclose information in the possession of the Bank at termination.

13. Indemnification and Limitation on Liabilities

- (a) **The customer shall indemnify and keep indemnified the Bank on full indemnity basis from and against any and all claims, demands, actions, proceedings, losses, liabilities (actual or contingent), damages, risks, charges, costs (including legal costs), expenses of whatsoever nature which may be brought or threatened to be brought against or incurred or sustained by the Bank arising out of or in connection with or in relation to (i) any breach or non-performance by the customer of any of the terms, conditions, warranties, representations or undertakings under these Terms and Conditions- RMBTS; (ii) any of the representations or warranties to the Bank being found or reasonably suspected to be untrue or incorrect or misleading; (iii) any information or document provided to the Bank from time to time by or on behalf of the customer being found or reasonably suspected to be untrue, incorrect, incomplete, misleading, false or deceptive in any respect; (iv) the Bank's provision of or refusal to provide Renminbi Cross-Border Trade Settlement Services (or any part thereof) to the customer; (v) any misuse of the RMB Trade Settlement Account; and/or (vi) the exercise or preservation by the Bank of any of its powers, rights and remedies; save and except to the extent directly due to the negligence, fraud or willful misconduct of the Bank. This indemnity shall be an obligation of the customer independent of and in addition to its other obligations to the Bank.**
- (b) **The customer agrees that the Bank, its agent and correspondent shall not be liable to the customer for any action taken or not taken by them unless directly caused by their negligence or fraud or willful misconduct. Without prejudice to the generality of the aforesaid, the Bank shall not be liable to the customer for any action taken or not taken by them in the exercise of any of its rights, powers, discretion and remedies and/or for compliance with any laws, regulations or rules applicable to it and/or Applicable Regulations and/or the Bank's agreements with clearing bank in Hong Kong or any domestic agent bank(s) on the Mainland even though any such action or inaction may be detrimental to the customer's interests.**

14. Representations, warranties and undertakings

The customer represents and warrants and undertakes that:

- (a) it fulfills all the requirements of TSE as defined herein and conducts RMB cross-border trade transactions with counterparty or counterparties that is/are Pilot Cross-Border Trade Enterprise(s) as defined herein; and it has no knowledge and is not aware of any change in the status of such counterparty or counter parties as eligible pilot enterprise(s) for the Pilot Scheme;
- (b) it has taken or obtained all necessary corporate and other action and consents and has all necessary power and authority to apply for and accept Renminbi Cross-Border Trade Settlement Services on the Terms and Conditions-RMBTS and all other applicable terms and conditions of the Bank in force from time to time and to perform all its obligations thereunder and to conduct all the transactions contemplated by the Terms and Conditions- RMBTS;
- (c) it has obtained all the necessary consents and approvals from all relevant government and regulatory bodies, all of which are in full force and effect;
- (d) all of its RMB cross-border trade transactions are authentic and genuine in all aspects;
- (e) all information and documents provided to the Bank by or on behalf of the customer from time to time are true, accurate, complete and not misleading and all documents are genuine and all copies thereof conform to their originals;
- (f) it shall at all times observe and comply with all laws, rules and regulations (including without limitation Applicable Regulations) applicable to it and the Bank's terms and conditions in relation to Renminbi Cross-Border Trade Settlement Services and RMB Trade Settlement Account and any related services from time to time in force; and
- (g) it shall inform the Bank in writing promptly if any of the representations and warranties made or deemed to be made by the customer transpires to be or shall become untrue or inaccurate in any respect.

The representations and warranties contained in this Clause shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the Renminbi Cross-Border Trade Settlement Services (or any part thereof) and/or any RMB Trade Settlement Account and any related services.

15. Availability and Variation

Notwithstanding anything herein contained, the customer acknowledges that the Renminbi Cross- Border Trade Settlement Services (or any part thereof) are available at the sole and absolute discretion of the Bank and the Bank shall not be bound to grant any of the Renminbi Cross-Border Trade Settlement Services at all.

Without prejudice and in addition to Clause 3(c) hereof, the Bank may at its sole and absolute discretion at any time and from time to time with or without notice, without the need of any prior consent or giving any reason and without liability, suspend, withdraw, terminate, review, modify, cancel, supplement or otherwise vary the Renminbi Cross-Border Trade Settlement Services (or any part thereof) or any of the terms and conditions applicable thereto and the customer shall agree to be bound by the same. Any notice that may be given by the Bank at its sole and absolute discretion (without being obliged to) (which can be with immediate effect) by display in bank hall, advertisement, mail to the customer at its last address or place of business according to the Bank's record, posting on the website of the Bank or other means as the Bank thinks fit shall be binding on the customer.

16. Suspension and Termination of Services

- (a) Without prejudice to the generality of Clause 15 hereof, the Bank may, without giving any notice and reason to the customer and without liability whatsoever, suspend or terminate any of the Renminbi Cross-Border Trade Settlement Services granted to the customer and/or freeze or close any RMB Trade Settlement Account at any time and in any manner as the Bank in its absolute discretion considers appropriate and take any action as the Bank thinks fit in connection with any such account, if the Bank is in the opinion (which opinion shall be final, conclusive and binding on the customer) that:
- (i) any such account may have been or is being used in connection with any criminal or unlawful activities or any fraud may directly or indirectly be committed in connection with any such account;
 - (ii) any such account may have been or is being used for any purpose other than genuine cross-border trade settlement purposes; or there is otherwise any abuse or misuse of such account or the Renminbi Cross-Border Trade Settlement Services (or part thereof) in contravention with any of the Applicable Regulations;
 - (iii) any such account has not been satisfactorily operated or maintained in accordance with the Terms and Conditions-RMBTS and any other terms and conditions of the Bank applicable thereto from time to time in force;
 - (iv) the continuance of use of any such account or the Renminbi Cross-Border Trade Settlement Services (or any part thereof) may or will contravene any of the Applicable Regulations or any other applicable laws, rules or regulations, or it becomes unlawful for the Bank or the customer to give effect to its obligations hereunder;
 - (v) there has occurred any breach of any of the terms and conditions, and/or any of representations or warranties or undertakings made or deemed to be made by the customer relating to the Renminbi Cross-Border Trade Settlement Services (or part thereof) or any RMB Trade Settlement Account; or any information provided to the Bank (whether by the customer or not) is in the opinion of the Bank (which shall be final, conclusive and binding on the customer) untrue, incorrect or misleading;
 - (vi) the customer is not or ceases to be eligible for the Renminbi Cross-Border Trade Settlement Services (or any part thereof) or if any relevant Pilot Cross-Border Trade Enterprise with whom the customer trades is not or ceases to be eligible under the Pilot Scheme; or
 - (vii) any of the documents and information requested by the Bank is not forthcoming or satisfactory to the Bank.
- (b) **The Bank shall not be liable to the customer for any loss resulting from any withdrawal or suspension or rejection of any transaction, any failure to effect or execute any of the instructions from the customer whatsoever or any suspension or closure of any accounts by the Bank, and/or for any action taken by the Bank in connection therewith (unless directly caused by negligence or fraud or willful misconduct of the Bank).**

17. Waiver

No failure or delay by the Bank in exercising any right, power or discretion shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, discretion, or remedy by the Bank preclude any further exercise thereof by the Bank or its exercise of any other right, power or discretion or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law.

18. Severability

If at any time one or more of the terms or any part hereof shall be declared illegal, invalid or unenforceable to any extent, such terms or any part thereof shall be severed, and the remaining shall continue to be valid and enforceable to the fullest extent permitted by law.

19. Transferability

The benefits and rights of the customer hereunder are not transferable.

20. Language

The Chinese version of these Terms and Conditions-RMBTS is translated from English for reference only. If there is any conflict or inconsistency between the two versions, the English version shall prevail.

21. Law and Jurisdiction

The Terms and Conditions-RMBTS shall be governed by and construed in accordance with the laws of Hong Kong and the customer hereby irrevocably submits to the non-exclusive jurisdiction of Hong Kong courts.

Schedule VI: Foreign Law Requirement

1. INTERPRETATION

1.1 Terms and Conditions definitions

Terms defined in Clause 1.1 of these Terms and Conditions have the same meaning under this Schedule VI, unless otherwise defined.

1.2 Definitions

In this Schedule VI:

“**FATCA**” means:

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

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

- (i) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/themselves bound and including laws and regulations of the PRC);
- (ii) Hong Kong laws that implement Hong Kong’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- (iii) under agreements entered into between the Bank and/or the relevant Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
- (iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii).

For the avoidance of doubt, this definition includes (but not limited to) any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.

2. UNDERTAKING TO PROVIDE INFORMATION

2.1 The Customer undertakes and agrees to:

- (a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its, or a Bank Group Company’s, obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Customer and any person referred to in Clause 5.1 of this Schedule VI;
- (b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
- (c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.

2.2 The Customer agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Customer for the purpose of the Bank’s, or a Bank Group Company’s, compliance with any Foreign Law Requirement.

3. DISCLOSURE OF INFORMATION

3.1 Disclosure for the purpose of any Foreign Law Requirement

The Customer agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Customer and/or any person referred to in Clause 5.1 of this Schedule VI may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Hong Kong law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.

3.2 Acknowledgment of extent of disclosure

The Customer understands, acknowledges and agrees that where the Bank is required to disclose information about the Customer and/or the Customer’s relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number of the Customer’s account(s), the amount of interest or dividends paid or credited to the Customer’s account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Customer’s account(s), the account balance or value, the name, address, country of residence

and social security number or employer identification number or taxpayer identification number of the Customer and/or any person referred to in Clause 5.1 of this Schedule VI, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.

3.3 Offshore disclosure

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

4. CONSENT TO DEDUCT, WITHHOLD AND BLOCK

4.1 The Customer acknowledges and agrees that notwithstanding any other provision of these Terms and Conditions:

- (i) any payments by the Bank under these Terms and Conditions, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
- (ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
- (iii) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank's exercising of its rights under this Clause 4.

4.2 The Customer acknowledges and agrees that any transaction, payment, instruction or service under these Terms and Conditions may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.

4.3 The Customer further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Customer's account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Customer from effecting any transactions through or under any of the Customer's account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Customer's account(s); and/or (iv) transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

5. THIRD PARTIES

5.1 Documents and information

The Customer undertakes to provide the Bank with all documents and information pertaining to:

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

as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.

5.2 Change of details

The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 5.1 of this Schedule VI.

6. REPRESENTATION AND WARRANTY

The Customer represents, warrants and confirms that any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's, or a Bank Group Company's, compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Customer maintains a banking relationship with the Bank.

7. INDEMNITY

Without limitation to any other indemnity provided by the Customer to the Bank under any other provision of these Terms and Conditions or any other arrangement or agreement, the Customer agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Schedule VI or the Bank's use of or reliance on any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's compliance with any Foreign Law Requirement. The Customer further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 7. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

8. RIGHTS OF BANK CUMULATIVE

8.1 No limitation on existing rights

Nothing in this Schedule VI limits the effect of any term or requirement of these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank, and the rights of the Bank under this Schedule VI are in addition and without prejudice to any of its rights under these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank.

8.2 Failure to comply

Without limiting the generality of Clauses 4.2 and 4.3 of this Schedule VI, the Customer acknowledges and agrees that if the Customer fails to comply with any requirement of this Schedule VI, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or close the Customer's account(s); and/or transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

9. CONFLICT BETWEEN TERMS

In case of any conflict or inconsistency between the English and the Chinese versions of this Schedule VI, the English version shall prevail.