

Oversea-Chinese Banking Corporation Ltd Accounts Services (eBanking), Bras Basah Post Office Locked Bag Service No.8 Singapore 911886

# EASIREMIT SERVICE BENEFICIARY REGISTRATION/DELETION FORM (PERSONAL)

易汇服务 收款人登记/删除表格(个人)

(须以英语填写)

The EasiRemit Service allows you to remit funds from your personal savings or current account to your designated beneficiary's account maintained outside of Singapore. The EasiRemit Service is available at any OCBC ATM and via Mobile Banking. As the beneficiary information herein is, inter-alia, required for compliance with regulatory requirements, you will have to complete this form and mail it to the abovementioned address (please allow 2 to 3 working days for processing). This is a one time registration for each of your beneficiaries. If you have not pre-registered the beneficiary information with us, we regret that you will not be able to remit any funds into your beneficiary's account.

易汇服务允许您将资金从您的个人储蓄或来往户头,汇入您在新加坡以外的海外指定收款人。目前,华侨银行自动提款机以及流动银行服务皆有提供易汇服务。 基于必须遵守有关监管条规,尤其针对收款人须提供资料信息的必要性,因此您必须清楚<u>以英语填妥以下表格(请容许2-3个工作日以进行处理</u>)。 本表格属于您与收款人的一次性登记程序,若您从未曾向我们登记过您收款人的资料,请恕我们无法让您处理任何汇款。

CUSTOMER'S (REMIT	TTER'S) PARTICUL	ARS 客户 (汇款	大) 资料												
Name 姓名										NRIC/Passport No. 身份证 / 护照号码					
Mailing Address 邮件地址										Contact No. (Preferably Mobile No.) 联络号码(手机号码为佳)					
BENEFICIARY'S PARTICULARS 1 收款人资料 1															
Please select an appropriate	option: 请选择适用项:														
□ Add new beneficiary 新增收款人 □ Delete beneficiary 删除收款人															
Beneficiary's Name 收款人姓名										Passport No./Unique Identification No. 护照号码./特别身份证号码					
Beneficiary's Mailing Address 收款人邮件地址									Contact No. (Preferably Mobile No.) 联络号码(手机号码为佳)						
Beneficiary's Account No. 收款人账户号码	<u>                                     </u>			<u> </u>	1	1				1		1			
	(For remittance to China	, please provide ba	nk card numbe	r.) (若欲汇	款至中国	国,请提	:供银行卡账.	户号码)	)						
BENEFICIARY'S PAR		<b>、资料 2</b>													
Please select an appropriate			c . migA (L+	L 1											
Add new beneficiary 新增	<b>当以</b> 款人 	Delete bene	eficiary 删除收款	<b>次人</b>											
Beneficiary's Name 收款人姓名									Passport No./Unique Identification No. 护照号码./特别身份证号码						
Beneficiary's Mailing Address 收款人邮件地址										Contact No. (Preferably Mobile No.) 联络号码(手机号码为佳)					
Beneficiary's Account No. 收款人账户号码															
	(For remittance to China, please provide bank card number.) (若欲汇款至中国,请提供银行卡账户号码)														
AGREEMENT 协议															
I agree to abide and be bound by the Terms and Conditions Governing EasiRemit Service set out overleaf* which I have read and any amendments, alterations and additions thereto as may be from time to time be made and I consent to disclosures as provided therein and agree that all payments be debited from my account(s) with you. 我同意遵守、详细阅读并接受易汇服务于本表格后*所列明的监管条件与规则所约束。任何随时对资料的更改、修订及增加,我已批准按此书中所提供的予以披露,并同意从我与贵行的账户中扣除全部所需款项。															
Customer's (Remitter) Signature & Date 客户(汇款人)签名与日期 (As in Bank's records) (须与银行记录相同) (以指纹作为银行纪录的客户、请前往华侨银行分行进行认证)															
FOR BANK'S USE ONLY 供银行使用															
Remarks: 备注:	Verified By: 确认者:	Processed By (Date/Time): 处理者(日期/时间):													

Co.Reg.No.:193200032W ERDec2007

<sup>\*</sup>Terms and Conditions Governing EasiRemit Service is also available at all OCBC branches and www.ocbc.com

<sup>\*</sup>有关易汇服务的详细监管条款及条件,欢迎向各华侨银行分行索取,或上网 www.ocbc.com 浏览查阅。

# **Terms and Conditions**

These terms and conditions govern the use of the OCBC EasiRemit Services to make funds transfers to beneficiaries outside of Singapore (the "Service") using funds in accounts that the Customer have from time to time opened with the Bank ("Terms and Conditions"). These Terms and Conditions are to be read together with the OCBC terms and conditions governing deposit accounts and the OCBC terms and conditions governing electronic banking services (Personal). In the event of any conflict, these Terms and Conditions shall prevail over the terms and conditions governing deposit accounts and the OCBC terms and conditions governing electronic banking services insofar as they relate to the Service.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC terms and conditions governing deposit accounts and the OCBC terms and conditions governing electronic banking services (Personal) but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions. By using and continuing to use the OCBC EasiRemit Service ("Service"), the Customer agrees to be unconditionally bound by these Terms and Conditions which may be updated by the Bank in its sole discretion from time to time without notice to the Customer. The Customer agrees that his continued use of the Service after such update will constitute the Customer's acceptance of and agreement to be bound by the updated Terms and Conditions.

#### Definitions

- "Account" for the purpose of this Service refers to savings account and current account held personally by the Customer with OCBC and does not include corporate, partnership, in-trust for, time deposits and any other types of account opened with OCBC.
- "Beneficiary" means the person(s) designated by the Customer as the account holder, whether held jointly or singly, with the Beneficiary's Bank to receive the Foreign Amount.
- "Beneficiary's Bank" means the bank in a country outside of Singapore specified and confirmed by the Customer and with whom the Beneficiary maintains a bank account into which the Foreign Amount is to be credited.
- "Beneficiary's Account Number" means the unique account number assigned by the Beneficiary's Bank and which is specified by the Customer in his Remittance Request for funds transfers into the Beneficiary's Bank.
- 1.4.1 In the case of any Remittance Request for funds transfers into China, "Beneficiary's Account Number" shall mean the CUP card number assigned by the Beneficiary's Bank and specified by the Customer in his Remittance Request for funds transfer into the Beneficiary's Bank
- "Foreign Amount" means the funds denominated in the Foreign Currency specified by the Customer to be credited into the Beneficiary's Bank.
- "Remittance Amount" means the funds denominated in Singapore Dollars which is to be debited from the Customer's Account(s) and converted into the specified Foreign Currency.
- "Remittance Request" means the instructions given by the Customer to the Bank through any 1.7 of the Channels for the Remittance Transaction
- "Remittance Transaction" means the transfer of funds made pursuant to each Remittance Request into the specified account maintained by the Beneficiary with the Beneficiary's Bank.

# **OCBC EasiRemit Service**

- The availability of the Service depends on selected service conditions including amount sent, destination, currency availability, regulatory issues, identification requirements, bank participation, bank hours of operation, including local and foreign holidays, and bank rules concerning availability of funds (collectively, "Restrictions").
- This Service is offered through channels such as automated cash deposit machines, automated teller machines and/or any other equipment as the Bank may designate for such purposes (each, an "ATM"), and OCBC Internet Banking Service (which includes, without limitation, the OCBC mobile banking services, by whatever name designated and presently known as the OCBC Mobile Banking Service) by electronic means via the use of personal computers or other access devices (including without limitation mobile phone, television) (collectively, 'Channels").
- 2.3 The Bank may, without giving any reason and without incurring any loss, liability or damage which may be incurred by the Customer as a result at any time and from time to time, add to, vary, alter, suspend or remove any part of the Service, including, without limitation:
  - add or remove the countries and/or Beneficiary Banks to which Remittance Transactions
  - may be made through the Service; or set, vary or cancel limits for any Remittance Transaction, whether in monetary or numerical terms or otherwise, and to vary their frequencies; or (b)
  - (c) withdraw the Service entirely or through any of its Channels without notice
- The funds may be transferred through intermediary banks or other financial institutions before reaching the Beneficiary's bank, and those intermediary banks or other financial institutions are solely responsible for crediting the bank account designated by Customer.
- The Bank will from time to time determine or specify the scope and features of the Service and are entitled to modify, expand, suspend, reduce or withdraw the Service without notice to you and without giving any reason thereof. We shall not be responsible or liable to you for any expense, loss, damage, liability or other consequence suffered by you or incurred by you in connection with any such action.
- The Customer acknowledges that this Service is provided "as is" without warranty of any kind, either express or implied and the Customer uses it at his sole risk. All express, implied, statutory and other warranties, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement are expressly disclaimed to the fullest extent permitted by law. The Bank disclaims to the fullest extent permitted by law, any warranties for the security, reliability, accuracy, timeliness and performance of the Service.

# Remittance Requests

- The Customer is solely responsible for ensuring the accuracy, adequacy and completeness of each Remittance Request, details of the Beneficiary and the Beneficiary's Bank. The Bank shall not be obliged to verify the accuracy, adequacy and completeness of any Remittance Request, including matching the identity of the Beneficiary as disclosed by the Customer with the Beneficiary's Account Number specified and/or confirmed by the Customer. The Bank shall not be responsible for any loss or damage suffered by the Customer as a result of:
  - any Remittance Request being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way; or
  - any failure, refusal, delay or error by any third party through whom the Remittance Transaction is made to the intended Beneficiary.

- 3.2 The Customer shall not use or attempt to use the Service to transfer funds from the Account(s) unless the available balance(s) in the Accounts is/are sufficient for this purpose
- The Bank shall not be obliged to carry out any Remittance Request unless and until the Customer's Account(s) has sufficient funds to pay the relevant amount of the Remittance Amount together with any fee or charge imposed by the Bank in connection with the Remittance Transaction. The Customer irrevocably and unconditionally authorises the Bank to withdraw the Remittance Amount together with the applicable service charge, from the Customer's Account(s) on the date of the Remittance Transaction on which the relevant Remittance Request is processed by the Bank or such other day as the Bank may at its absolute discretion
- The Customer agrees that the Bank shall be entitled to earmark the Remittance Amount in respect of all Remittance Requests proposed to be effected on or in respect of the Account for the purpose of crediting the Beneficiary's Bank within 4 to 7 working days depending on the destination of the remittance
- The Customer agrees that a Remittance Request may not be countermanded through any means at all (whether orally, in writing, by facsimile, by electronic mail or in person). All Remittance Transactions arising from the use of any of the Channels to operate designated Joint Account(s) shall be binding on all Joint Account(s) holders. In addition, the Customer authorises the Bank to accept, follow and act upon all instructions when identified by the Customer's ATM Card, ATM-PIN, access code, one-time password or such other form or means of identification and the Bank shall not be liable for acting upon such instructions in good faith. Such Remittance Request(s) shall be deemed irrevocable and binding upon the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such Remittance Request(s).
- Without prejudice to the Terms and Conditions herein, any refund of funds may be permitted at the Bank's sole discretion at such buying rate of exchange, determined by the Bank for the relevant currency fees all charges and expenses which shall be borne by the Customer.

#### **Exchange Rate and Other Charges**

- Each Remittance Request shall specify the Remittance Amount in Singapore Dollars. The Remittance Amount shall be converted into the equivalent Foreign Amount at such exchange rate as determined by the Bank from time to time.
- 4.2 In addition to the applicable exchange rate, a non-refundable service charge will be applied. The Customer agrees to pay the Bank any service charge as may be imposed by OCBC Bank from time to time for the use by the Customer of the Service.
- Any calculation, conversion, determination or certification by the Bank of a rate or amount in relation to any Remittance Transaction or utilisation of the Service shall, in the absence of a clear and obvious error, be conclusive evidence of the matters to which it relates
- The service charge paid by Customer to the Bank for the Service does not include any charges that may be imposed by the designated Beneficiary's bank or any third party such as charges and/or fees for depositing or withdrawing funds or foreign exchange margins. The Customer acknowledges and agrees that these third party charges may reduce the amount ultimately received by the Beneficiary.
- 4.5 The Bank reserves the right to refuse to act upon any Remittance Request without assigning any reason

# **Remittance Transactions**

- Without prejudice to any other provision in these Terms and Conditions, the Service shall be subject to Restrictions and the following:
  - the Beneficiary maintaining an account with the Beneficiary Bank in the relevant country outside of Singapore, and that such account has not been closed, terminated or otherwise left dormant;
  - the Bank having received sufficient information from the Customer on the Beneficiary and the accounts of the Beneficiary in order to effect any Remittance Transaction pursuant to a Remittance Request;
  - all applicable laws and regulations, including those of the relevant country (including, without limitation, any law or regulation relating to currency conversion and exchange
- 5.2 The Customer shall be wholly responsible for all Remittance Transactions executed via any of the Channels. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of Remittance Transactions. All Remittance Transactions arising from the use of any of the Channels to operate designated Joint Account(s) shall be binding on all Joint Account(s) holders.
- The Customer accepts the Bank's record of Remittance Transactions as conclusive and binding for all purposes. Without prejudice to the generality of the foregoing, in the event of any unsuccessful attempt by Customer to credit the Beneficiary's Bank Account (including partially successful fund transfers) through any of the Channels for any reason whatsoever, the Bank's determination of the actual amount (if any) transferred shall be conclusive and binding on the Customer.

#### **Exemption of Liability & Indemnity** 6.

- The Bank does not warrant that the transfer of funds will reach the Beneficiary. It may make use of any branch, or correspondent, agent or sub-agent and shall not be under liable for any errors, negligence, suspension or default of any of them or for any failure to identify the Beneficiary, the Beneficiary's bank or any mispayment by any of them nor shall the Bank be under any liability for any errors, mutilations, delays, mis-delivery or failure of delivery in the transmission of any message in connection with this transaction whether or not in code or any such means of transmission or for any imposition of any exchange control or other restriction, all such risks being borne by the customer. Under no circumstances shall the Bank be liable for any consequential damages of any sort.
- The Customer agrees that the Bank shall not be liable for any loss or damage which the Customer may suffer as a result of the Customer's use of or failure to obtain the Service (including without limitation any unsuccessful withdrawal, deposit or transfer of funds, payment, or any failure to access the Account(s)). In particular, the Bank shall under no circumstances be liable if the Service through any of the Channels is unavailable, limited or affected in any way for any reason whatsoever including power or other failure. Without prejudice to the generality of the foregoing, the Bank may impose a daily limit of such amount as the Bank may determine from time to time without notice to the Customer on the maximum aggregate amount that may be transferred from the Account(s) using any of the Channels during any day or other period as determined by the Bank from time to time.
- 6.3 Without prejudice to the foregoing, In the event that the Foreign Amount is not received by the Beneficiary, whatever the reason, any liability of the Bank will be conditional upon its

receipt of confirmation from the Bank's branch, correspondent, agent or sub-agent of the failed remittance abroad and shall be limited to refunding the Remittance Amount.

- The Bank, its correspondents and agents shall not be liable for any delay or loss caused by or as a consequence of any law, order or regulation or directive of any country which imposes any exchange or currency restrictions affecting the conversion or transfer of the Foreign Amount or the failure of any clearing, settlement or payment system in any country or any other cause
- The Bank, its correspondents and agents shall not be liable for any diminution in the value of the funds or its total loss due to Restrictions, taxes, force majeuré, war, strikes, sabotage, computer breakdown or any other causes beyond the Bank's control or any event which makes it impossible or impractical for the Bank to perform its obligations under this application
- Without in any way affecting and notwithstanding any other provision in these Terms and Conditions, the Bank shall not be responsible for any charges imposed or any other claim or action made or taken by the Beneficiary, or any loss, liability or damage which may be suffered by the Customer, including but not limited to in any of the following circumstances:
  - (a) The Customer does not have sufficient funds in his Account(s) to enter into a Remittance Transaction:
  - an order of court prohibits withdrawals from the relevant Account(s);
  - the Customer's Account(s) or the relevant account(s) of the beneficiary is/are closed: (c)
  - the Remittance Transaction will cause the Customer's Account(s) balance to go over any (d) applicable credit limit:
  - the Customer did not provide the Bank with complete and correct payment information, (e) including, without limitation, the name, address, account(s) number, and payment amounts for the Beneficiary on a Remittance Transaction;

  - the Customer did not correctly use the Service; any Remittance Transaction is prohibited by any applicable law or regulation; or (a)
  - any circumstances beyond the Bank's reasonable control that prevents the crediting of the Beneficiary's account, despite reasonable precautions being taken by the Bank, and without in any way affecting and notwithstanding any other provision in these Terms and Conditions, the Customer shall indemnify the Bank and keep it harmless from and against all or any loss, liability or damage which the Bank may incur as a result of the above or any of the Customer's acts or omissions in relation to or arising out of our use of the
- The Bank shall not be liable for and the Customer shall indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the Service to the Customer, whether or not arising from or in connection with and including but not limited to the following:
  - the Bank taking any instructions and acting upon them; or
  - the improper or unauthorised use of the OCBC Phone Banking Service, OCBC ATM (b) Service, OCBC Internet Banking Service, the Customer's Phone Code, T-PIN, ATM Card,
  - ATM-PIN, ICode, IPIN, Security Code and/or Security Device; or the Bank, or other bank or financial institution or any other party refuses to accept the (c) Customer's instructions for any reason whatsoever including, but not limited to the negligent act or omission by the Bank, its servants, agents or contractors; or
  - any rejection of the Remittance Request by any ATM or other machines or any failure to effect or complete any funds transfer howsoever caused: or
  - any neglect, refusal or inability on the part of the Bank to authorize or approve any
  - Remittance Request for any reason whatsoever; or any malfunction, defect or error in any ATM or other machines or systems, interference (f) to network coverage, delay in transmission due to any reason such as excessive network traffic, service interruption or incorrect data transmission whether belonging to or operated by the Bank of otherwise, howsoever caused; or
  - the Bank, its servants, agents or contractors are unable to perform any of its obligations due whether directly or indirectly to the failure of any machine, data processing system or transmission link or anything beyond the control of the Bank; or its servants, agents or contractors or as a consequence of any fraud or forgery; or
  - any delay or failure or malfunction in any transmission, despatch or communication facilities; or
  - any access (or inability or delay in accessing) and/or use of any browser to allow access to the OCBC Internet Banking Service or for any defect in any such browser.

# Communications with the Customer

- The Customer shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Customer's particulars
- Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions (the "Correspondence") shall be served on the Customer:-
  - (where the Customer is an individual) on the Customer (or the Customer's personal representatives) personally:
  - by sending it to the Customer at the Customer's last address registered with the Bank; (b)
  - by telex or facsimile addressed in any such manner as aforesaid to the Customer's telex (c) or facsimile address last registered with the Bank.

The Correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by telex or facsimile or if sent by post on the day following posting.

In the case of Joint Accounts, any notice served in accordance herewith on one of the Customers shall be deemed validly served on all the Customers.

# **English Version to Prevail**

If there are inconsistencies in meaning between the English-language version of these terms and conditions and the terms and conditions as may be translated into any other language, the English-language version shall prevail.

# Amendment(s)

- The Bank may at any time at its absolute discretion and upon written notice to the Customer, amend any one or more of these terms and conditions. Such amendment(s) shall take effect from the date stated in the notice, which in most instances shall be no less than 30 days from the date of the notice.
- Where the Customer continues to use this Service after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue use of this Service.
- In the event that the Bank decides in its absolute discretion to discontinue the provision the Service governed by these terms and conditions permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the

date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

- 9.4 The Bank may notify the Customer of any changes to these terms and conditions by:
  - publishing such changes in the statements of account to be sent to the Customer: displaying such changes at the Bank's branches or ATMs; (b)

  - posting such changes on the Bank's website; electronic mail or letter; (d)
  - publishing such changes in any newspapers; or
  - such other means of communication as the Bank may determine in its absolute (f)

#### 10. Waive

No failure or delay by the Bank in exercising or enforcing any right or option under these Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against the Customer or render the Bank responsible for any loss or damage arising therefrom.

#### 11. Severability

If any one or more of the provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

#### 12. Third Party Rights

A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) (Chapter 53B) to enforce any of these Terms and Conditions

#### 13. Applicable Law and Jurisdiction

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore but in enforcing these Terms and Conditions the Bank is at liberty to initiate and take actions or proceedings or otherwise against the Customer in the Republic of Singapore or elsewhere as the Bank may deem fit, and the Customer hereby agrees that where any actions or proceedings are initiated and taken in the Republic of Singapore, the Customer shall submit to the jurisdiction of the Courts of the Republic of Singapore in all matters connected with the Customer's obligations and liabilities under or arising out of these Terms and Conditions.

# 条款及条件

一条款及条件(以下称"<u>本条款及条件</u>")适用于"华侨银易汇服务",让客户使用在本行开设的帐户中的资金汇往新加坡以外的收款人("易汇服务")。本条款及条件必须与华侨银行存款帐户的条款及条件和华侨银行电子银行服务(个人)的条款及条件一起阅读。若有任何冲突,在与汇款服务相关的程度上,应以本条款及条件为准,其规定优先于华侨银行存款帐户的条款及条件和华侨银行电子 银行服务(个人)的条款及条件

有关在本条款及条件中所使用的所有术语和参考,若其在华侨银行适用于存款帐户的条款及条件和 华侨银行适用于电子银行服务(个人)的条款及条件中有定义或解释,但在本条款及条件中没有定义 或解释,则其在本条款及条件中应具有相同的意思和解释。

通过使用和继续使用"华侨易汇服务"(以下称"<u>易汇服务</u>"),客户同意无条件地接受本条款及条件的约束,而本行可在不通知客户的情况下不时地全权决定对本条款及条件进行更新。客户同意:若他在上述更新后继续使用易汇服务将表示其同意以及接受更新后的条款及条件及同意受其约束。

#### 定义 1.

- "汇款帐户"为汇款服务之目的指客户个人在华侨银行所持有的储蓄帐户和来往帐户,不包括在华侨银行开设的企业、合伙组织、信托、定期存款以及任何其他类型的帐户。
- "指客户指定的,并在收款银行持有帐户(无论是联名持有还是单独持有),以收取 1.2 外币金额的的人士。
- "收款银行"指客户注明及确认的位于新加坡以外的银行,收款人在该银行持有收取外币金额的银行帐户。 1.3
- "收款帐户号码"指收款银行指定的及客户在汇款申请中为汇款到收款银行而注明的唯一帐户号码。
- 1.4.1若是任何汇款到中国的汇款申请、则"收款帐户号码"指收款银行指定的及客户在汇款申请中为汇款到收款银行而注明的收款银行卡号码。
- "外币金额"指客户注明将汇入收款银行的外币资金数额。 1.5
- 16 "汇款金额"指将在客户的帐户中记入借方并将换算成指定外币的新加坡币资金数额。
- 1.7 "汇款申请"指客户为汇款交易通过任何汇款渠道向本行给予的指示。
- 1.8 "汇款交易"指根据每一项汇款申请将资金汇入收款人在收款银行持有的指定帐户中。

#### 华侨易汇服务 2.

- 易汇服务的可用性取决于所选择的服务条件,包括汇出数额、目的地、货币的可用性、规范事
- 提供易汇服务的渠道包括:自动现金存款机、自动提款机及/或本行为此目的而指定的任何其他设备(其中每一项称为"自<u>动银机</u>"),以及通过使用个人电脑或其他接通设施(包括但不限于移动电话和电视)等电子方式来进行的华侨银行互联网银行服务(包括但不限于目前被认为是"华侨银行流动银行服务"的任何名称的服务)(以上各项合称"<u>汇款渠道</u>")。
- 在不给予任何理由及不给客户造成任何损失、责任或损害的情况下,本行可在任何时候及不时增加、变更、修改、暂停或取消汇款服务的任何部分,包括但不限于以下各项:
  - (a) 增加或取消通过易汇服务进行汇款交易的汇往国家及/或收款银行;或
  - 为任何汇款交易设定、变更或取消任何限定,无论是有关货币还是数额的条款或任何其他 条款,以及变更其频率;或
  - (c) 在不给予任何通知的情况下,完全取消易汇服务或任何汇款渠道。
- 2.4 资金在到达收款银行之前可能经过中转银行或其他金融机构,这些中转银行或其他金融机构将 单方面负责将款项汇入客户指定的银行帐户。
- 2.5 本行将不时确定或规定易汇服务的范围和特征、并有权在不给予任何通知或理由的情况下修改、扩大、暂停、减少或取消易汇服务。对于客户因上述任何行动而遭受或发生的或与此有关的任何费用、损失、损伤、责任或其他后果、本行不承担任何责任。
- 客户承认: 这项易汇服务是在其现有的状态下提供的,本行对此不作出任何明示或暗示的保 除有关易汇服务的安全性、可靠性、准确性、及时性以及易汇服务的履行的任何保证。

#### 3. 汇款申请

- 3.1 客户单方面负责确保每一项汇款申请及收款人和收款银行详细资料的准确性、适当性和完整性。本行无义务查证任何汇款申请的准确性、适当性和完整性、包括将客户透露的收款人身份与客户注明及/或确认的收款帐户号码相对应。对客户因下列原因所遭受的任何损失或损害、本行不差担任何毒任。
  - (a) 任何汇款申请在任何方面不准确、不适当、不完整、不清楚或不一致:或
  - (b) 进行汇款交易所通过的任何第三方未能、拒绝或延迟将款项转交给收款人,或转交中发生 任何错误。
- 3.2 除非汇款帐户中的可用余额足够,否则客户不可使用或试图使用易汇服务来从汇款帐户中汇款
- 3.3 除非客户的汇款帐户有足够的资金来支付汇款金额的有关数额以及本行就汇款交易所收取的任何费用,否则本行无义务执行任何汇款申请。客户不可撤销及无条件地授权本行依据本行办理有关汇款申请的汇款交易日期或本行全权决定的任何其他日期,从客户的汇款帐户中取出汇款金额及适当的服务费。
- 3.4 客户同意:本行有权在汇款帐户中标记所有汇款申请的汇款金额的用途,以及在四(4)至七(7)个工作日(取决于汇款目的地)内将款项汇往收款银行。
- 3.5 客户同意: 汇款申请不可通过任何方式被取消(无论是口头,或书面方式,通过传真、电邮,或亲自取消)。使用任何汇款渠道来操作指定联名帐户的所有汇款交易。对所有联名帐户持有人均具有约束力。另外、客户授权本行在客户的自动提款卡、自动银机个人识别码、联机码、一次性密码或其他身份识别形式或方式获得认可后接受、遵循客户的所有指示并按其行事。本行诚意地按照该等指示行事、因此本行将不承担任何责任。无论上述汇款申请中是否有任何错误、欺骗、伪造、模糊或误解、上述汇款申请在获得本行接受后将被视为不可撤销并对客户具有约束力。
- 3.6 在不影响本条款及条件中的任何条款或条件的前提下、本行可全权决定按照本行有关外汇费用而决定的有关货币的买价汇率退回资金、其所引起的所有收费和开支均由客户承担。

#### 4 汇率及其他此期

- 4.1 每一项汇款申请应以新加坡币注明汇款金额。汇款金额将按照本行不时决定的汇率兑换成等值的外币金额。
- 4.2 除适用的汇率外、本行也将收取一笔不可退回的服务费。客户同意向本行支付就客户使用汇款 服务本行不时收取的任何服务费。
- 4.3 在没有清楚明显错误的情况下,本行对有关任何汇款交易或使用易汇服务的任何汇率或数额的 计算、兑换、确定或证明,将是有关事项的结论性证据。
- 4.4 客户就易汇服务向本行支付的服务费不包括指定收款银行或任何第三方所收取的任何费用,例如:存取资金的收费及/或开支,或外汇差价等。客户承认及同意:上述第三方收费可能减少收款人最终所收取的数额。
- 4.5 本行保留在不给予任何理由的情况下拒绝执行任何汇款申请的权利。

#### 5. 汇款交易

- 5.1 在不影响本条款及条件中任何其他规定的前提下、易汇服务将受制于汇款限制及以下各项条件:
  - (a) 收款人在新加坡以外有关国家的收款银行持有一个帐户,且该帐户没有被关闭、终止或以 其他方式长期不被使用:
  - (b) 本行从客户收到有关收款人及收款人帐户的详细资料,以便于根据汇款申请进行任何 汇款交易;
  - (c) 所有适用法律和规定、包括有关国家适用的法律和规定(包括但不限于有关货币兑换和外汇管理的任何法律或规定)。
- 5.2 客户应对通过任何汇款渠道进行的所有汇款交易承担所有的责任。本行可按照本行对汇款交易的记录将任何取款或汇款数额借记汇款帐户。使用任何汇款渠道来操作指定联名帐户的所有汇款交易,对所有联名帐户持有人均具有约束力。
- 5.3 客户同意:本行记录的所有汇款交易均是确凿的及具有约束力的。在不影响一般性前述规定的前提下、若客户试图通过任何汇款渠道将款项汇入收款银行帐户时,由于任何原因而不成功(包括部分汇款成功),则本行对实际汇款数额(若有)的决定将是确凿的,并对客户具有约束力。

# 6. 责任豁免及赔偿

- 6.1 本行不保证汇款资金将到达收款人。本行可使用任何分行或联络人、代理行或分代理行;对上述任何人士或银行的任何错误、疏忽、服务中止或违约,或未能查明收款人、收款银行的身份,或任何错误付款。本行将不承担任何责任:且对于在与汇款交易有关的任何信息的传递过程中的任何错误、残缺、延误、错误交付或未能交付,无论是否有关编码或任何传递方式,也无论是否由于实施任何外汇管理或其他限制,本行也不承担任何责任,所有上述风险均由客户承担。在任何情况下,本行对所有种类的任何间接的损害均不承担责任。
- 6.2 客户同意:对于客户因使用或未能获得易汇服务(包括但不限于任何不成功的取款、存款、汇款、付款或未能进入汇款帐户)而遭受的任何损失或损害、本行不承担任何责任。尤其、若通过任何汇款渠道的易汇服务在任何方面由于任何原因(包括电流中断或其他原因)而不能获得、被限制或受影响,则本行在任何情况下均不承担任何责任。在不影响一般性前述规定的前提下、本行可在不通知客户的情况下对使用任何汇款渠道在任何一日或本行不时决定的其他期间内可从汇款帐户中汇出的最高总额设定一个本行不时决定的每日限额。
- 6.3 在不影响前述规定的前提下、若收款人由于任何原因而未收到外币金额、则本行的任何责任将以本行收到本行的分行、联络人、代理行或分代理行的关于确认在国外的汇款不成功的确认书为条件、且本行的任何责任将仅限于退回汇款金额。
- 6.4 若任何国家对任何外汇或货币限制制定任何法律、命令、规定或指示、而影响到外币金额的兑换和汇款、或使任何国家的任何清算、结算或付款系统操作不成功、或由于任何其他原因、而引起任何延误或损失、本行、其联络人和代理行均不承担任何责任。
- 6.5 若因汇款限制、税务、不可抗力、战争、罢工、破坏活动、电脑故障,或本行无法控制的任何 其他原因,或使本行履行其在本申请项下的义务成为不可能或不实际的任何事件,使得资金价 值减少或其总额遭受损失,则本行、其联络人和代理行均不承担任何责任。
- 6.6 在不以任何方式影响本条款及条件中任何其他规定的前提下,并且尽管在本条款及条件中有其他的规定,对于收款人收取的任何费用,作出的任何其他索赔,采取的任何其他行动,或客户可能遭受的任何损失、责任或损害(包括但不限于下列任何情况),本行将不承担任何责任:
  - (a) 客户在其汇款帐户中没有足够的资金来达成汇款交易;
  - (b) 法院命令禁止从有关汇款帐户中取款;
  - (c) 客户的汇款帐户或收款人的有关帐户被关闭;
  - (d) 汇款交易将导致客户的汇款帐户余额超过任何适用的信贷限额;
  - (e) 客户没有向本行提供完整及正确的付款资料,包括但不限于汇款交易中收款人的名称、地址、帐户号码和付款金额;
  - (f) 客户没有正确使用易汇服务;

- (q) 任何汇款交易被任何适用法律或规定所禁止;或
- (h) 尽管本行采取合理措施,但本行仍无法合理控制的任何情况阻止将款项汇入收款人的帐户,

并且在不以任何方式影响本条款及条件中任何其他规定的前提下,客户应赔偿本行及使本行无 损于本行可能由于上述原因或由于使用易汇服务所引起的或与之有关的客户的任何作为或不作 为所遭受的所有或任何损失、责任或损害。

- 6.7 对于本行在向客户提供易汇服务时以任何方式所引起或发生的任何后果、索赔、程序、损失、损害或费用(包括全额赔偿的所有法律费用),无论其是否因包括下列情况在内的情况所引起,或是否与之有关、本行不承担任何责任,且客户应向本行作出赔偿及使本行获得赔偿:
  - (a) 本行执行任何指示并按照该指示行事;或
  - (b) 不当使用或未经授权使用华侨银行电话银行服务、华侨银行自动银机服务、华侨银行互联网银行服务、客户的电话码、T-PIN、自动提款卡、自动银机个人识别码、ICode、IPIN、安全码及/或安全装置;或
  - (c) 本行、其他银行或金融机构或任何其他方由于任何原因而拒绝接受客户的指示,该任何原因包括但不限于本行、其服务人员、代理行或承包商的疏忽行为或不作为;或
  - (d) 任何自动银机或其他机器拒绝汇款申请或未能进行或完成任何汇款,无论该情况是由于任何原因所引起;或
  - (e) 本行由于任何原因而忽略、拒绝或无法授权或批准任何汇款申请;或
  - (f) 由于任何原因(例如: 网络超载、服务中断或错误资料传递,无论其是否属于本行或是否由本行操作),而使得任何自动银机或其他机器或系统发生任何故障、缺陷或错误,联网中断、传递延误;或
  - (g) 本行、其服务人员、代理行或承包商无法履行其任何义务、无论是否直接或间接由于任何 机器故障、资料操作系统故障、传递链接故障,或本行、其服务人员、代理行或承包商无 法控制的任何情况,或因任何欺骗或伪造所引起的任何情况;或
  - (h) 任何传递、发送或联络设施发生任何延误、故障或失灵;或
  - (i) 进入(或无法进入或延迟进入)及/或使用任何浏览器来允许进入华侨银行互联网银行服务,或上述任何浏览器出现任何缺陷。

#### 7. 与客户联络

- 7.1 客户应将客户资料的任何变更以书面形式(或以本行不时同意的其他形式及/或方式)通知本行。
- 7.2 本行在本条款及条件项下的任何声明、意见、确认、通知、要求及所有其他通讯("<u>通讯</u>")均将以下列方式送达给客户:
  - (a) (若是一个体客户)派专人递送给客户本人(或客户的个人代表);
  - (b) 邮寄给客户至客户最后一次在本行登记的地址;或
  - (c) 以电传或传真方式发送至客户最后一次在本行登记的电传号码或传真号码。

通讯将被视为派专人递送之日或以电传或传真发送之日交付,或若以邮寄方式发送,则将被视 为于投递后第二日交付。

7.3 若是联名帐户,按照本条款向其中一名客户发送的任何通知将被视为已向所有客户有效送达。

#### 8. 以英文版本为准

若本条款及条件的英文版本与其可能被翻译成的任何其他语言版本之间在意思上有任何不一致 之处、则应以英文版本为准。

# 9. 修改

- 9.1 本行可不时全权决定经向客户发出书面通知后修改本条款及条件中的任何一项或多项条款或条件。上述修改将自通知中所述日期起开始生效,而该日期在大多数情况下将不少于自通知之日起三十(30)日。
- 9.2 若客户在上述通知后继续使用易汇服务,则客户将被视为已同意及接受有关修改。若客户不接受上述任何修改,则客户应立即停止使用易汇服务。
- 9.3 若本行全权决定长期停止提供本条款及条件所适用的易汇服务,则本行将向客户发出有关停止易汇服务的书面通知。上述停止将自通知中所述日期起开始生效,而该日期在大多数情况下将不少于自通知之日起三十(30)日。
- 9.4 本行可以下列方式将本条款及条件的任何变更通知客户:
  - (a) 在发送给客户的帐户结单中公布上述变更;
  - (b) 在本行的分行或自动银机上展示上述变更;
  - (d) 以电邮或信函的方式;
  - (e) 在任何报纸上公布上述变更;或

(c) 在本行的网站上贴示上述变更;

(f) 以本行可能全权决定的其他联络方式。

# 10. 弃权

本行未行使、强制执行、延迟行使或强制执行本条款及条件中的任何权利或选择权、将不被视 为本行放弃行使或强制执行的权利,也不限制、削弱或影响本行针对客户采取任何行动或行使 任何权利的权利,也不使本行对因此而引起的任何损失或损害负有责任。

# 11. 条款的可分割性

若本条款及条件中的任何一项或多项规定在任何适用法律下的任何方面被视为无效、不合法或 不可强制执行,则本条款及条件中其余规定的有效性、合法性和可强制执行性将不以任何方式 受到影响或削弱。

# 12. 第三方权利

非为本条款及条件所适用的任何协议的一方的任何人士均无权依据《合同(第三方权利)法令》(新加坡法律第53B章)强制执行本条款及条件中的任何条款或条件。

# 13. 适用法律和司法管辖

本条款及条件在所有方面均受新加坡共和国法律的管辖,并据此法律释义;但是,在强制执行本条款及条件时,本行有权在新加坡共和国或本行认为合适的任何其他国家针对客户提出和采取行动、程序或作出其他事项,客户在此同意:若在新加坡共和国提出和采取任何行动或程序,则在有关本条款及条件项下或由本条款及条件所引起的客户义务和责任的所有事项上,客户将服从于新加坡共和国法院的司法管辖。