



BUSINESS ACCOUNT TERMS AND CONDITIONS

企业账户条款与条件

These Business Account Terms and Conditions ("**Terms**"), together with the applicable Local Addendum(s), Product Addendum(s) and Documentation shall govern the Customer's Account(s) with the Bank and the Products which the Bank may extend to the Customer from time to time.

本企业账户条款与条件(“条款”), 连同适用的当地附录、产品附录及文件, 应适用于客户在银行的账户, 以及银行不时可能会提供给客户的产品。

SECTION A: GENERAL TERMS AND CONDITIONS

第 A 部分: 一般条款与条件

1. ACCOUNTS AND PRODUCTS

账户与产品

- 1.1 In the event the Customer has applied for an Account and/or Product, and/or a Bank has agreed to maintain an Account and/or Product for the Customer, all matters relating to such Account or Product (as the case may be) shall be governed by the following:

如果客户已申请开立账户和 / 或产品, 和 / 或银行已同意为客户维护账户和 / 或产品, 则与该等账户或产品(视情况而定)相关的所有事项均应适用以下规定:

- (a) these Terms;

本条款;

- (b) the Local Addendum for the jurisdiction where the Account is (or is to be) opened;

开户(或拟开户)所在管辖区对应的当地附录;

- (c) if a Product, the Product Addendum (if any) for that Product; and

若为产品, 适用于有关该等产品的产品附录(如有); 及

- (d) any applicable Documentation.

任何适用的文件。

- 1.2 The Customer agrees that any Account opened with or Product provided by any Bank is subject to all Applicable Laws and that the Customer shall at all times comply with all Applicable Laws in connection with its use of the Account(s) or Product(s).

客户同意, 在银行开立的任何账户或银行提供的任何产品均受所有适用法律约束, 客户在使用该等账户或产品时应始终遵守所有适用法律。

- 1.3 In respect of each Account and each Product, these Terms, the relevant Local Addendum, and any applicable Product Addendum and/or Documentation relating to such Account or Product shall constitute a single agreement between the Customer and the relevant Bank with which such Account is opened (or to be opened), or by which such Product is provided (or to be provided), as the case may be.

就每个账户和每个产品而言，本条款、适用的当地附录及任何适用的产品附录和 / 或有关该等账户或产品之文件，应构成客户与相关银行之间就开立(或拟开立)该等账户或提供(或拟提供)该等产品(视情况而定)所订立的单一协议。

- 1.4 The Bank has the sole and absolute discretion as to whether or not and how to provide any Account or Product to the Customer, and is authorised to use any communications, processing or transaction system, or intermediary bank. The Bank may in connection with any application for an Account or a Product, or to provide such Account or Product, require Customer to from time to time:

银行有权全权决定是否及如何向客户提供任何账户或产品，并获授权使用任何通讯、处理或交易系统或中间行。银行可就任何开立账户或产品之申请，或为提供该等账户或产品，不时要求客户：

- (a) complete Documentation prescribed by the Bank;

填写银行规定的文件；

- (b) furnish supporting documents and other information or assistance required by the Bank or under Applicable Law; and/or

提供银行或适用法律要求的证明文件及其他信息或协助；和 / 或

- (c) agree to be bound by such other conditions as the Bank may from time to time impose in its sole and absolute discretion.

同意受银行不时自行决定施加的任何其他条件的约束。

The Bank shall not have any obligation to provide any reasons for or information in respect of any unsuccessful application for or the termination of any Account or Product.

银行无义务就申请失败或终止任何帐户或产品而做出任何解释或提供相关信息。

- 1.5 The Customer shall ensure that all information provided to the Bank is and remains true, accurate and complete and that it has not withheld any relevant information. Unless otherwise prescribed by the Bank, the Customer undertakes to keep the Bank informed in writing (or, in such other mode(s) and/or methods prescribed by the Bank in its sole and absolute discretion from time to time), within 30 days, of any changes in circumstances that may cause any of the information or particulars submitted to the Bank in relation to each Account and/or Product to become incorrect or incomplete.

客户应确保向银行提供的所有信息真实、准确、完整，并无隐瞒任何相关信息。除非银行另作规定，客户承诺，如果情况有任何变化而导致就每个账户和 / 或产品所提交给银行的任何信息或资料变得不准确或不完整，客户应在 30 天内书面(或按银行不时自行决定的任何其他方式和 / 或方法)通知银行。

- 1.6 The Bank may, at any time, for any reason and without prior notice to the Customer amend, update, withdraw or modify the Accounts, Products, and/or features thereof, and/or introduce new Accounts, Products and/or features.

银行可随时以任何理由修订、更新、撤回或修改账户、产品和 / 或其功能，和 / 或推出新账户、产品和 / 或功能，而无须事先通知客户。

2. MANAGEMENT OF ACCOUNTS AND PRODUCTS

账户与产品管理

Authorisation

授权

- 2.1 The Bank may rely on the authority of the Customer and each Authorised User to operate and access the relevant Account(s) and/or Product(s) and issue Instructions relating thereto and the Customer agrees that:

银行可依赖客户授权及每个授权用户操作与访问相关账户和 / 或产品, 并发出相关指示, 客户同意:

- (a) each Authorised User is authorised by the Customer to give Instructions regarding any Account or Product and perform any acts or incur any obligations for and on behalf of the Customer;

客户授权每个授权用户代表客户就任何帐户或产品发出指示, 并作出任何行为或产生任何义务;

- (b) the specimen signatures and signing powers of the Customer or, where applicable, its Authorised Users, communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from the Customer;

以书面形式传达给银行的客户(或其授权用户, 如适用)签字样本及签署权力, 在银行收到客户书面撤销该等签字样本及签署权力之前保持有效;

- (c) the Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them with the specimen signatures on record with the Bank; and

除与银行备案的签字样本对比外, 银行还有权但无义务对签字作进一步核实; 及

- (d) the Bank may, subject to Clause 2.2 of Section A, continue (but shall not be obliged) to accept and act on Instructions given or signed by such Authorised User and shall not be liable thereof.

在遵守第 A 部分第 2.2 条之规定的情况下, 银行可继续(但无义务)接受并执行经该等授权用户发出或签署的指示, 且无须对此承担责任。

- 2.2 If the Customer wishes to modify any authorisation given to any Authorised User, it shall provide written notice thereof in the Bank's prevailing prescribed form therefor and the Bank may require evidence acceptable to the Bank that such modification has been duly authorised, including via a resolution of the Customer's board of directors, where applicable. No such modification shall take effect until the Bank has accepted and approved such notice, and effected the change in its records.

如果客户希望修改给予任何授权用户之授权, 则须按银行当时规定之格式发出书面通知, 银行可要求客户提供合理证据, 证明该等修改已获正式授权, 包括通过客户董事会决议之方式(如适用)。该等修改须在银行接受和批准该等通知并在其记录中做出变更后方可生效。

Partnership

合伙

- 2.3 In respect of any Account(s) opened and/or Product(s) provided in the name of a partnership:

对于以合伙企业名义开立的任何账户和 / 或提供的任何产品:

- (a) the Customer agrees that all members of the partnership shall be jointly and severally responsible and liable to the Bank for all monies owing and liabilities incurred by them or any of them whether in the name of or on behalf of the partnership firm or otherwise; and

客户同意, 合伙企业所有成员须就他们或他们中任何一名成员而拖欠的所有款项和产生的所有债务(无论是以合伙企业名义或其他名义), 对银行负连带责任; 及

- (b) no alteration in the composition or constitution of the partnership by the death, bankruptcy, retirement and/or admission of one or more partners or otherwise shall affect the authority given to the Bank in any way, and the Bank shall be entitled to treat the surviving or continuing partner(s) for the time being as having full power to carry on the business of the partnership firm and to deal with its assets, as if there had been no change in the partnership.

因一名或多名合伙人去世、破产、退任和 / 或加入所致合伙企业组成或结构之变更并不会以任何方式，对银行所获权限造成任何影响，银行有权视当时存续或留任的合伙人享有充分权力经营合伙企业并处理其资产，如同合伙企业未发生任何变化一样。

Company Accounts

公司账户

- 2.4 In respect of any Account(s) opened or Product(s) provided in the name of a company, in the event of liquidation of the company, the funds credited to the Account(s) may only be withdrawn by, and the funds payable shall only be paid to the liquidator of the company.

对于以公司名义开立的任何帐户或提供的任何产品，在公司清算时，账户贷记资金只可由公司清算人支取，应付资金须仅支付给公司清算人。

3. DEPOSITS AND WITHDRAWALS

存款与取款

- 3.1 Withdrawals and deposits by the Customer shall only be made in such manner, and the Customer shall comply with such procedures, as the Bank may determine from time to time at its sole and absolute discretion.

客户取款与存款只能按照银行不时自行决定之方式进行，且应遵守银行不时自行决定之程序。

- 3.2 The Bank may at any time without notice to the Customer and at its sole and absolute discretion and without liability or disclosing or assigning any reason to the Customer:

银行可随时自行决定采取下列行动，无须通知客户，无须承担责任，亦无须向客户做出任何解释：

- (a) refuse or limit the amount of any deposit and return all or any part of an amount tendered to the Bank for deposit.; and/or

拒绝或限制任何存款金额，以及退还提交给银行用作存款的全部或部分款项；和 / 或

- (b) refuse to act on any of the Customer's withdrawal instructions or limit the amount which may be withdrawn.

拒绝执行客户的任何取款指示，或限制可支取的金额。

- 3.3 The Customer agrees that:

客户同意：

- (a) receipts for deposits will be validated by the Bank in accordance with such procedures as it may from time to time determine in its sole and absolute discretion;

存款收据将由银行按照其不时自行决定之程序进行验证；

- (b) the Bank's verification and count (if any) or books or records of any deposit made by the Customer shall be final and conclusive; and

银行有关客户存款之核算(如有)、簿册或记录应具有最终决定性；及

- (c) deposits will be established after clearance, unless otherwise determined by the Bank in its sole and absolute discretion.

存款将在结算后计入客户账户，除非银行自行全权另作决定。

3.4 The Bank shall not be obliged to act on any withdrawal Instructions where:

若属下列情况，银行无义务执行取款指示：

- (a) the Bank does not receive withdrawal Instructions satisfactory to it;
银行未收到令其满意的取款指示；
- (b) there are insufficient funds in the relevant Account;
相关帐户资金不足；
- (c) the Customer or its Authorised User(s) does not produce their identity card or passport;
客户或其授权用户未出示其身份证或护照；
- (d) the withdrawal Instructions are not in writing and signed in accordance with specimen signatures and authorisations received by the Bank; any arrangements entered into with the Bank for withdrawal orders to be otherwise than in writing shall be at the sole risk of the Customer; and/or
取款指示非呈书面形式，未按照银行收到的签样本和授权进行签署；与银行就非书面取款单而达成的任何安排均由客户自行承担风险；和 / 或
- (e) the Bank determines, in its sole and absolute discretion, that the withdrawal Instructions should not be acted on.
银行自行决定不应执行取款指示。

3.5 All deposits and monies paid into or held or owing by the Bank in a particular country or on any account at any branch of the Bank in that country shall be payable or repayable by the Bank or withdrawn from the Bank only and solely at the branches of the Bank in that country.

银行在某一特定国家或银行在该国任何分行的任何账户上支付、持有或欠下的所有存款和款项，应由银行支付或偿还，或仅通过银行在该国的分行支取。

3.6 Unless otherwise permitted by the Bank and in the absence of any agreement by the Bank to the contrary, no withdrawals in cash may be made by the Customer of any or all monies standing to the credit of any account (whether denominated in the Local Currency or in any other currency) otherwise than in the currency of the Local Currency. The Bank has the right to refuse deposits or withdrawals in a Foreign Currency or in specific cash denominations.

除非银行另有许可，在银行未作任何相反约定的情况下，客户不得以本币以外任何货币从任何账户支取任何或所有贷记款项(无论是以本币或任何其他货币计价)支取现金。银行有权拒绝任何外币或特定现金面额的存取款。

Overdrawn Accounts
透支账户

3.7 The Customer undertakes to ensure the Account(s) shall not be overdrawn, even temporarily, except where the Bank in its sole and absolute discretion allows or by prior arrangement with the Bank and such arrangement shall be subject to such terms as may be determined by the Bank from time to time.

客户承诺确保账户不会透支，即便是暂时性透支，银行自行决定允许或经与银行事先安排的除外，该等安排须受银行不时决定之条款约束。

3.8 Any debit balance on any overdrawn Account(s) shall be repayable by the Customer immediately. The Customer shall also on demand pay interest and any bank charges whatsoever on the debit balance, and such interest and bank charges shall be calculated at such rates as the Bank may prescribe from time to time in its sole and absolute discretion.

客户应立即偿还任何透支账户的借方余额。客户还须按要求支付借方余额的利息及任何银行费用，该等利息及银行费用应按银行不时自行规定之利率或费率计算。

Assignment / Transfer

转让 / 转移

- 3.9 Except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe, the Customer shall not assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same in respect of any deposit or balance standing to the credit of the Account(s) or any part thereof.

除非经银行事先书面同意并受银行规定之条件约束，客户不得就账户任何存款或贷方余额或其中任何部分，向任何第三方做出转让、转移或抵押，或是创设任何担保或其他处置权益，亦不得企图如此行事。

4. COLLECTION

托收

- 4.1 Where the Bank acts as a collecting agent on the Customer's behalf in relation to any Instrument, the Bank shall use its reasonable commercial endeavours to assist with processing of the Instruments in accordance with usual market practice and timelines as the Bank may determine in its sole and absolute discretion, as well as relevant laws, rules and regulations, but shall have no obligation to credit the relevant Account unless cleared funds have been received by the Bank. The Bank may apply different timelines for collection or deposit of Foreign Currency, postal and money orders, or sums drawn on other banks.

银行就任何票据作为客户收款行的，须尽其合理商业努力，根据市场惯例和银行自行决定之时间表，以及相关法律、法规和规章，协助处理该等票据，但除非已收到结算资金，否则银行无义务贷记相关账户。银行对外币、邮局汇款单、汇票或向其他银行支取的款项，可以采用不同的收款或存款时间表。

- 4.2 The Bank may, in its sole and absolute discretion, (a) refuse to accept any Instrument for deposit; (b) refrain from presenting, demanding, collecting or giving notice of non-payment or dishonour; and/or (c) route each Instrument for collection through any of its branches or correspondents for handling subject to their respective rules and regulations and for payment in cash, bank draft or otherwise. Where any Instruments are so accepted by the Bank, they are accepted without any liability on the part of the Bank and the Customer will bear full responsibility for the correctness and validity of any endorsements. Multiple endorsements on Instruments made to the order of third parties will not be accepted by the Bank unless prior arrangements have been made with the Bank.

银行可自行决定(a)拒绝接受任何存款票据；(b)不提出、要求、收取或发出未付或拒付通知；和 / 或(c)将每张收款票据交由任何分行或往来行按照其各自规则办理，并以现金、银行汇票或其他方式付款。任何票据一经银行接受，银行无须就此承担任何责任，客户将对任何背书的准确性和有效性承担全部责任。除非事先与银行达成安排，否则银行不会接受由第三方指定的票据多重背书。

- 4.3 Where any collection or receipt of funds is invalidated for any reason, including without limitation where any Instruments are dishonoured, the relevant Account will be debited immediately and the Bank may, in its sole and absolute discretion, reverse any interest which has been calculated or credited in respect of such items. Any dishonoured Instruments may be returned by ordinary post to the Customer at the Customer's last address registered with the Bank or such manner as prescribed by the Bank from time to time at the Customer's own risk and expense.

资金收款因故无效的，包括但不限于任何票据被拒付，相关帐户将立即记入借方，银行可自行决定将已计算或贷记的任何相关利息转回。任何拒付票据可不时以普通邮递方式寄回客户最后在银行登记的地址，或按银行规定之方式寄回客户，风险及费用由客户自行承担。

- 4.4 All Instruments, whether or not they are denominated in Local Currency, received by the Bank for credit to an Account are subject to the following conditions:

银行收到用于入账的所有票据，不论是否以本币计价，均须符合下列条件：

- (a) when a payment is made into an Account, any credit given is provisional and may be reversed until the monies represented by such payment have been received by the Bank;

当款项汇入账户时，所给予的任何贷记均为暂时的，可在银行收到该等支付所代表的款项之前转回；

- (b) the Bank may forward an Instrument directly to the bank where it is payable or to any selected agent, who may collect the Instrument through one or more sub-agents selected by it. Any such collecting agent/sub-agent shall be deemed to be an agent of the Customer;

银行可直接将票据转寄给付款地银行或任何选定代收人，该等代收人可通过其选定的一个或多个分代收人接收票据。任何该等代收人 / 分代收人均应被视为客户代收人；

- (c) the Bank's rights against the Customer on any Instrument shall not be prejudiced by:

银行在任何票据方面对客户权利不因下列情况而受到损害：

- (i) loss, mutilation or dishonour of any Instrument and any funds paid therewith;

任何票据或因此支付的任何资金遗失、损毁或拒付；

- (ii) any proceedings taken thereon by the Bank; and/or

银行就此进行任何法律程序；和 / 或

- (iii) the entering into an arrangement (which is hereby authorised by the Customer) with any third party;

与客户特此授权的任何第三方达成安排；

- (d) the Bank shall not be responsible for failure or delay in crediting an Account whether arising from (but not limited to):

无论因(但不限于)下列何种原因而导致未能或延迟入账，银行无须承担责任：

- (i) stop-payment instructions;

止付指示；

- (ii) loss through the mail;

邮寄遗失；

- (iii) late, or failure of, presentation, demand, collection or giving of notice of non-payment; and/or

逾期或未能提交、兑付、托收或发出未付通知；和 / 或

- (iv) dishonour of any Instrument, voucher or statement; and

拒付任何票据、凭证或账单；及

- (e) the Customer hereby waives protest, presentation and notice of dishonour of any Instrument, and hereby waives the right of counter-claim or set off against the Bank.

客户特此放弃有关任何票据之异议、提交和拒付通知，并特此放弃向银行提出反索赔或抵销的权利。

5. INTEREST

利息

Where applicable, the Bank shall pay interest at such frequency and such rate and in accordance with such procedures and policies as may be determined by the Bank from time to time in its sole and absolute discretion.

在适用情况下，银行应按其不时自行决定之频率、利率、程序及政策支付利息。

6. CHARGES AND COMMISSIONS

费用与佣金

- 6.1 The Bank may debit the Account(s) with the full amount of any charges or fees (whether stated in the Pricing Guide or otherwise), costs, expenses, interest, taxes and penalties (including without limitation legal fees on a full indemnity basis and stamp fees) payable by the Customer to the Bank in respect of:

银行可将客户就下列事宜应付给银行的任何费用(无论是在费率表中或以其他方式列明)、成本、开支、利息、税收和罚款(包括但不限于全额弥偿的法律成本和印花税)全额借记到账户中：

- (a) any Products;

任何产品；

- (b) any liability of any nature arising in respect of the Account(s) or otherwise;

就账户或其他事项而产生的任何负债；

- (c) any overdrawn sums on the Account(s); and/or

帐户上的任何透支款项；和 / 或

- (d) any service charges imposed by the Bank from time to time in its sole and absolute discretion in respect of services rendered to the Customer provided that details of the charges are made known to the Customer in writing or in any manner so deemed applicable by the Bank. Such charges or revisions shall take effect from the date stated in the notice. Where a Customer and/or its Authorised Users continue to use the relevant services after such notification, the Customer shall be deemed to have agreed to and accepted such charges or revisions to such charges.

银行就向客户提供之服务而不时酌情收取的任何服务费，但收费详情须以书面或银行认为适当的任何方式告知客户。该等收费或更改应自通知中所述日期起生效。客户和 / 或其授权用户在收到上述通知后继续使用相关服务的，视为客户已同意并接受该等收费或对该等收费之更改。

- 6.2 Any transactions involving Foreign Currency (including any telegraphic/mail/electronic transfer in Foreign Currency into an Account, any deposit and/or withdrawal in Foreign Currency where permitted by the Bank, and/or any payment received by the Bank) shall be subject to the Bank's acceptance, and in such event, the Bank shall have the right to determine in its sole and absolute discretion the rate of conversion and any fees payable in connection with each such conversion.

凡涉及外币的交易(包括任何外币电汇 / 邮寄 / 电子转账、银行允许的任何外币存款 / 取款，和 / 或银行收到的任何付款)均以银行接受为准，在此情况下，银行有权自行决定兑换率，以及与每次该等兑换有关的任何应付费用。

- 6.3 In the event of any conflict or inconsistency within a particular Pricing Guide or across multiple Pricing Guides, the Bank shall determine in its sole and absolute discretion how such conflict or inconsistency

shall be resolved.

如果某份费率表内或多份费率表之间存在任何冲突或不一致，银行应自行决定如何解决该等冲突或不一致。

- 6.4 The Bank may at any time in its sole and absolute discretion and upon written notice to the Customer, change the prevailing rate and/or amount of any charges or fees payable by the Customer as stated in the applicable Pricing Guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

银行可随时自行决定经书面通知客户后，更改相关费率表中所述客户应付的任何费用之现行比率和 / 或金额。该等更改应自通知中所述日期起生效，在大多数情况下，应不早于通知日期后三十(30)天。

7. STATEMENTS OF ACCOUNT

对账单

- 7.1 The Bank will furnish the Customer with Statements of Account at monthly intervals or at such intervals as the Bank may prescribe in its sole and absolute discretion. The Customer agrees to verify the correctness of all details contained in each Statement of Account and to notify the Bank within fourteen (14) days from the date of such Statement of Account of any discrepancies, omissions or errors therein. Upon expiry of this period, the details in the Statement of Account shall be conclusive against the Customer except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer.

银行将按月或按其自行规定之间隔向客户提供对账单。客户同意核实每份对账单中所有详情的准确性；若有任何差异、遗漏或错误，须在该等对账单日期后十四(14)天内通知银行。在此期限届满后，除所通知之错误外，对账单内之详情对客户具有决定性，但无论客户接受与否，银行仍有权随时更正对账单存在的任何错误。

- 7.2 The Customer agrees that the provision of Electronic Statements is at the Bank's sole and absolute discretion. In this regard, Bank has the sole and absolute discretion to (without giving any reason or notice):

客户同意，是否提供电子对账单由银行自行决定。对此，银行有权全权酌情决定(无须作出任何解释或通知)：

- (a) reject any request or application of the Customer for Electronic Statements; and/or

拒绝客户有关电子对账单的任何要求或申请；和 / 或

- (b) modify, restrict, withdraw, cancel, suspend or discontinue the provision of Electronic Statements.

修改、限制、撤回、取消、暂停或终止提供电子对账单。

- 7.3 Where Electronic Statements are provided, the Customer further acknowledges and agrees that the Bank does not warrant the timeliness, security, secrecy or confidentiality of any Electronic Statements transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction.

在提供电子对账单的情况下，客户还认可并同意，对于在任何管辖区通过任何相关互联网服务提供商、网络系统或其他等效系统传输的任何电子对账单，银行不保证其及时性、安全性和保密性。

8. COMMUNICATIONS AND INSTRUCTIONS

通讯与指示

Customer's Communications and Instructions

客户通讯与指示

- 8.1 The Customer shall ensure each Instruction is accurate, complete, clear, authorised and is issued and transmitted to the Bank in such form and manner as the Bank may specify from time to time in its sole and absolute discretion and where applicable, observe and comply with the Procedures in connection with each Instruction.

客户应确保每项指示准确、完整、清晰、获得授权，以及按照银行不时自行决定之形式和方式发送给银行，并在适用情况下，遵守与每项指示相关之程序。

- 8.2 The Customer agrees that:

客户同意：

- (a) any Instruction will be valid and binding on the Customer, whether or not it is in fact authorised;

任何指示无论是否实际授权，均为有效并对客户具有约束力；

- (b) it shall ensure that all Instructions in respect of an Account are given by or on behalf of the Customer strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Account;

其应确保客户或其代表就某一账户发出的所有指示均严格按照该等账户当时有效之授权或委托进行；

- (c) the Bank is authorised to act on any Instructions communicated or purportedly communicated by the Customer and/or its Authorised Users to any member of the OCBC Group by telephone, facsimile, email or any other electronic means (including through the Electronic Services);

银行获授权执行客户和 / 或其授权用户通过电话、传真、电子邮件或任何其他电子方式(包括通过电子服务)传达或据称传达给华侨银行集团旗下任何成员的任何指示；

- (d) where any Product operates by reference to an Account, the Bank is authorised to act on the Instructions of the account holder, the Bank's non-compliance with such instructions shall not be a breach of the Agreement whether in relation to such Product or otherwise; and

任何产品参照帐户进行操作的，银行获授权执行帐户持有人的指示，且无论就该等产品或其他方面而言，银行不遵守该等指示均不构成违反协议；及

- (e) all Instructions once received by any member of the OCBC Group shall not be recalled, cancelled, withdrawn or amended unless the Bank in its sole and absolute discretion determines otherwise.

所有指示一经华侨银行集团旗下任何成员收到，不得取消、撤回或修改，除非银行另作全权自行决定。

- 8.3 The Customer agrees that any member of the OCBC Group shall be entitled (but not obliged) in its sole and absolute discretion to:

客户同意，华侨银行集团旗下任何成员有权(但无义务)自行决定：

- (a) accept and act on any Instruction (including by transmitting information, instructions, payment orders, messages and other communications on its behalf to the relevant person(s), disclose information and to do any other act, whether or not by telephone, facsimile, email, or any other electronic means, including through the Electronic Services, if agreed by the Bank) without assessing the reasonableness or accuracy of that Instruction, the nature of that Instruction, the identity (or purported identity) of the Customer and/or Authorised User, the consequence to the Customer or any other matter thereto;

接受和执行任何指示(包括代表其向相关人士传送信息、指示、付款单、报文及其他通讯，披露信息和做出任何其他行为，无论是通过电话、传真、电子邮件或任何其他电子方式，包括通过电

子服务, 如果银行同意), 无须评估该等指示是否合理或准确、该等指示的性质、客户和 / 或授权用户的身份(或据称身份)、对客户的后果或任何其他事项;

- (b) use any communications, processing or transaction system or intermediary bank it reasonably selects in acting on any Instruction;

使用其合理选择的任何通讯、处理或交易系统或中间行来执行任何指示;

- (c) assume that any Instruction is correct, complete, genuine and authorised by the Customer;

假设任何指示准确、完整、真实并获得客户授权;

- (d) specify additional conditions before accepting any Instructions; and/or

在接受任何指示前, 明确附加条件; 和 / 或

- (e) investigate the authenticity of any Instruction.

调查任何指示的真实性。

8.4 The Bank shall be entitled to correct any Account, decline to act on any Instruction and/or to delay acting on any Instruction, whether in part or in whole, where:

若属下列情况, 银行有权纠正任何账户, 拒绝执行和 / 或延迟执行部分或全部指示:

- (a) it determines, in its sole and absolute 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 authorised by the Customer, may expose the Bank to any claims, suits, losses, expenses, liabilities or damage whether directly or indirectly;

其自行认为由客户或代表客户发出或是据称由客户或代表客户发出的的任何指示可能未获客户授权, 或者即便由客户发出或授权, 可能会直接或间接导致银行遭受任何索赔、诉讼、损失、开支、责任或损害;

- (b) so acting will result in the total amount of payments exceeding the credit balance in the Account, but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference to the time of receipt of the Customer's Instructions;

执行指示将会导致付款总额超过帐户贷方余额, 但若银行执行此指示, 其可选择全部或部分或以任何顺序执行该等指示, 而无须参考收到客户指示的时间;

- (c) it determines, in its sole and absolute discretion, that the Instruction is inconsistent with and/or constitutes a breach of any Applicable Laws;

其自行认为等指示不符合和 / 或构成违反任何适用法律;

- (d) such Instruction (whether digitally signed or not) is received via email or any other electronic means, including through the Electronic Services;

该等指示(无论是否以数字方式签署)通过电子邮件或任何其他电子方式接收, 包括通过电子服务接收;

- (e) if there is any ambiguity or inconsistency or conflict in the Instructions unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction, save that the Bank may choose to act only on the Instructions of all the Authorised Users notwithstanding that any relevant existing mandate or instructions require otherwise; and/or

如果指示中有任何含糊不清、不一致或冲突, 除非并直至该等含糊不清或冲突以银行满意之方式

解决，惟银行可选择只执行授权用户的所有指示，即便现有任何相关委托或指示另作要求；和 / 或

- (f) it determines, in its sole and absolute discretion, that acting on the Instruction should be delayed or the Instruction should not be acted on for any reason whatsoever.

其自行决定应当推迟执行指示，或不应执行指示，无论何种原因。

- 8.5 Notwithstanding that the Bank has initially declined to act on a particular Instruction or has delayed acting on a particular Instruction, the Bank may subsequently act on the Instruction if the Bank determines, in its sole and absolute discretion, that it is appropriate to do so.

即便银行最初拒绝执行或已延迟执行某一特定指示，之后若银行自行认为适当，亦可执行该等指示。

- 8.6 All Instructions sent to the Bank for processing on a particular Business Day must be received by the Bank before the cut-off time prescribed by the Bank from time to time. The Bank is entitled to prescribe different cut-off times by reference to the nature of transaction, the currency in which the transaction is denominated, the means by which the Instructions are sent to the Bank and other factors as the Bank considers appropriate. The Bank reserves the right to revise from time to time any cut-off time for receiving and processing Instructions. The Bank has the right to process any Instructions received after the applicable cut-off time on the following Business Day which it is possible to process them, taking into account all relevant holidays. Without prejudice to the foregoing, any notice given to the Bank by the Customer is taken to have been given at the time it is actually received by the Bank.

在某个工作日发送给银行进行处理的所有指示，须在银行不时规定的截止时间之前收到。银行有权根据交易性质、交易计价币种、向银行发出指示的方式以及银行认为适当的其他因素，设定不同的截止时间。银行保留不时修改有关接收和处理指示的任何截止时间之权利。对于在截止时间之后收到的任何指示，银行有权在下一个工作日予以处理，将所有相关假日考虑在内。在不影响前述规定的情况下，客户向银行发出的任何通知应在银行实际收到时视为送达。

Stop Payment Orders

止付单

- 8.7 If the Customer desires to recall, countermand or stop payment, the Customer must do so in a manner which meets the Bank's requirements, including as to documentation. Any stop payment instructions accepted by the Bank shall be undertaken by the Bank on a reasonable efforts basis and the Bank may in its sole and absolute discretion elect not to act on these instructions for any reason, nor does the Bank warrant or undertake that the recall, countermand or stop payment will be successfully effected.

如果希望收回、取消或停止付款，客户须以符合银行要求(包括文件要求)之方式进行。对于接受的任何止付指示，银行应尽合理努力执行，且可自行选择不执行该等指示，亦不保证或承诺该等收回、取消或停止付款将会成功实施。

- 8.8 Where the stop payment instructions are undertaken by the Bank, the Customer irrevocably and unconditionally agrees:

银行执行止付指示的，客户不可撤销并无条件地同意：

- (a) to indemnify and at all times keep the Bank indemnified against any expense, loss, damage or liability whatsoever which may be incurred or suffered by the Bank as a result of any such non-payment; and

对于因任何该等未付款而导致银行可能会产生或蒙受的任何费用、损失、损害或责任，向银行做出赔偿；及

- (b) the Bank will not be liable for any failure to do so howsoever arising.

因故未能这样做时，银行无须承担任何责任。

Bank's Communications

银行通讯

- 8.9 The Bank may rely on the address, facsimile number, email address or other particulars last notified to the Bank by the Customer, whether by the Customer or an Authorised User, as accurate, effective and binding on the Customer.

银行可依赖客户(无论是客户或某个授权用户)最后通知给银行的地址、传真号码、电子邮件或其他资料均为准确、有效并对客户具有约束力。

- 8.10 Any Correspondence shall be deemed served on the Customer:

任何通函应在下列时间视为送达客户：

- (a) if transmitted to a facsimile number, mobile number, telephone number, electronic device or email address, immediately upon such transmission by the Bank (regardless of when the Customer receives the same);

如传送至某个传真号码、手机号码、电话号码、电子设备或电子邮件地址，则在银行传送后立即视为送达(不论客户何时收到)；

- (b) if delivered personally, at the time of delivery;

如亲自交付，则在交付时视为送达；

- (c) if sent by post or courier to a domestic or foreign address, immediately after posting; and/or

如通过邮递或快递寄往国内或国外某个地址，则在投邮后立即视为送达；和 / 或

- (d) if published on the Bank's website(s), any newspapers, at any of the Bank's branches or through the Electronic Services, the time of such publication.

如在银行网站、任何报纸、银行任何分行或通过电子服务发布，则在发布时视为送达。

- 8.11 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.

若为联名账户，按照本条规定送达其中一名客户的通知，应视为已有效送达所有客户。

9. SUSPENSION AND TERMINATION OF PRODUCTS

产品暂停与终止

Dormant Accounts

休眠账户

- 9.1 In the event that an Account remains inactive or dormant for such period of time as the Bank may determine, the Bank reserves the right to impose such conditions in relation to the further operation of the Account as it may determine in its sole and absolute discretion.

如果某个账户在银行确定的时间段内处于不活动或休眠状态，银行保留自行决定就该等账户的进一步操作施加任何条件之权利。

Termination and Suspension of Accounts by the Bank

银行终止与暂停账户

- 9.2 The Bank may, upon fourteen (14) days (or such period as the Bank may determine from time to time in its sole and absolute discretion) prior written notice to the Customer terminate and/or suspend any Account for any reason whatsoever.

无论何种原因，银行可经提前十四(14)天(或银行不时自行决定的任何期限)书面通知客户后，终止和 / 或暂停任何账户。

- 9.3 Without prejudice to the generality of the foregoing, upon the occurrence of any of the following events, the Bank shall be entitled (without demand or notice) to terminate and/or suspend the Account(s) with immediate effect:

在不影响上述规定之一般性的前提下，一旦发生下列任何一种情况，银行有权(无须要求或通知)立即终止和 / 或暂停账户：

- (a) the Customer's failure to comply with any provision of the Agreement;
客户未遵守本协议的任何条款；
- (b) the Customer's failure to comply with any Applicable Laws;
客户未遵守任何适用法律；
- (c) any grounds exist for the presentation of a bankruptcy or winding-up petition against the Customer;
存在对客户提出破产或清盘申请的任何理由；
- (d) the Customer's death, insanity or incapacity;
客户去世、精神错乱或丧失行为能力；
- (e) an application is made by any party for the appointment of a receiver over the Customer;
任何一方申请对客户指定接管人；
- (f) the performance of any obligation under the Agreement become illegal or impossible;
本协议项下任何义务之履行变得非法或不可能；
- (g) if the balance in an Account falls below the prescribed minimum as determined by the Bank from time to time in its sole and absolute discretion; and/or
如果账户余额少于银行不时自行规定之最低限额；和 / 或
- (h) any other event which, in the Bank's sole and absolute discretion, constitutes a valid reason for the termination of the Account(s).

银行自行认为构成终止账户之有效理由的任何其他事件。

- 9.4 In the event that the Bank decides in its sole and absolute discretion to discontinue the provision of any type of banking account 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.

如果银行自行决定永久停止提供任何类型的银行账户，则应向客户发出书面通知，自通知中所述日期起生效。

Termination and Suspension of Products by the Bank

银行终止与暂停产品

- 9.5 The Bank may, at any time and in any manner as the Bank in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever change, terminate, restrict, block and/or suspend:

银行可随时按照其自行认为适当之方式更改、终止、限制、阻止和 / 或暂停下列方面, 无须做出任何解释, 亦无须承担任何责任, 且银行可自行决定是否通知客户:

- (a) any Products (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of Products;

任何产品(全部或部分), 包括但不限于内容、要约、服务、产品和 / 或产品的功能;

- (b) the modes, methods or channels available for accessing any Products;

可用于访问任何产品的模式、方法或渠道;

- (c) any operating system, software, or feature that is part of or supports any Products; and/or

属于任何产品之组成部分或为任何产品提供支持的任何操作系统、软件或功能; 和 / 或

- (d) the Customer's access and/or use of any Products and/or any Access Credential, including without limitation where:

客户访问和 / 或使用任何产品和 / 或任何访问凭证, 包括但不限于下列情形:

- (i) 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 Products 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;

银行诚意地认为任何账户(包括但不限于任何储蓄、活期、定期存款、投资或贷款账户)和 / 或通过或与银行进行或有关其任何产品之交易可能会用于任何犯罪 / 非法活动, 或是可能会直接或间接涉及任何欺诈;

- (ii) the Customer has committed a breach of or omitted to observe any obligations under the Agreement;

客户违反或未遵守本协议项下任何义务;

- (iii) the Customer is in breach of any representations or warranties under the Agreement;

客户违反本协议项下任何声明或保证;

- (iv) the continued provision of any Product (whether generally to the Customer specifically) or any part thereof may expose the Bank to any claims, suits, losses, expenses, liabilities or damages whether directly or indirectly;

继续提供任何产品(无论是一般或专门提供给客户)或其中任何部分可能会直接或间接导致银行遭受任何索赔、诉讼、损失、费用、责任或损害;

- (v) any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access is detected on any such computer, hardware, system, software, application or device; and/or

在任何该等计算机、硬件、系统、软件、应用程序或装置上, 侦测到旨在容许擅自访问

的任何计算机病毒或其他恶意或破坏性代码、代理、程序、宏指令或其他软件程序或硬件成分；和 / 或

- (vi) any other circumstances as determined by the Bank in its sole and absolute discretion.

银行自行决定的任何其他情形。

- 9.6 The suspension or termination of any of the Products 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 the Agreement or by the Bank on behalf of the Customer prior to such suspension or termination.

暂停或终止任何产品并不影响银行对在该等暂停或终止之前，由客户或由银行代表客户根据本协议所订立的任何交易或所产生的任何责任进行结算之权利。

Termination of Accounts by the Customer

客户终止账户

- 9.7 If the Customer wishes to terminate any Account(s) and/or Product(s), the Customer shall provide written instructions of the same to the Bank and comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion.

如果客户希望终止任何账户和 / 或产品，则应向银行发出书面指示，并遵守银行不时自行决定之程序。

Consequences of Termination of Account(s) and Product(s)

终止账户与产品之后果

- 9.8 On termination of the Account(s):

账户终止时：

- (a) subject to Clause 6 of this Section A, the Bank may discharge its entire liability with respect to the Account(s) by paying to the Customer in such form as the Bank may determine in the currency of the Account the amount of the then credit balance in the Account(s); and

在遵守第 A 部分第 6 条之规定的前提下，银行可通过按照银行决定之形式，以账户货币向客户支付账户当时贷方余额，从而解除其全部责任；及

- (b) the Customer shall comply with such Account closing procedures as the Bank may determine in its sole and absolute discretion.

客户应遵守银行自行决定之关户程序。

- 9.8A Notwithstanding Clause 9.8(a) of this Section A, if the Bank terminates any Account under Clause 9.2 of this Section A and the Bank does not receive any Instruction from the Customer in connection with the payment of the amount standing to the credit of such Account, the Bank shall be entitled to pay the Customer by issuing to the Customer, demand draft(s) in the currency and for the amount standing to the credit of such Account, save that where the Bank (acting reasonably) determines that it is not possible for the Bank to issue demand draft(s) in the currency of such Account, the Bank shall be entitled to issue demand draft(s) in such other currency as the Bank may determine in its sole discretion. Such demand draft(s) shall be sent by ordinary mail (at the risk of the Customer) to the address of the Customer (as reflected in the Bank's records). A payment by the Bank in the manner set out in this Clause 9.8A shall constitute a full and final discharge of the Bank's entire liability with respect to such Account.

尽管有本第 A 部分第 9.8(a)条的规定，如果银行根据本第 A 部分的第 9.2 条终止任何账户，且银行未收到客户关于支付该账户贷方金额的任何指示，则银行有权向客户发出，以该账户的货币和贷方金额开具的即期汇票，但如果银行(合理行事)认为银行不可能以该账户货币开具即期汇票，则银行有权以银行自行决定

的其他货币开具即期汇票。此类即期汇票应通过普通邮件(由客户承担风险)发送至客户地址(如银行记录所示)。银行按照第 9.8A 条规定的方式付款应构成银行就该账户的全部责任的完全和最终解除。

9.9 On termination of the Product(s):

产品终止时:

- (a) subject to Clause 6 of this Section A, the Bank may cancel any extension of credit made available in connection with any Product(s) at any time; and

在遵守第 A 部分第 6 条之规定的前提下, 银行可随时取消就任何产品所提供的任何信用展期; 及

- (b) the Customer shall comply with such Product termination procedures as the Bank may determine in its sole and absolute discretion and all rights granted under the Agreement will immediately revert to the Bank, failing which the Customer shall indemnify the Bank for any costs or expenses arising or in connection thereto.

客户应遵守银行自行决定的产品终止程序, 根据本协议授予的所有权利将立即转回银行, 否则, 客户须赔偿银行因此产生或与之相关的任何成本或费用。

9.10 All provisions of the Agreement, which by their nature should survive, including without limitation warranty disclaimers, limitations of liability, indemnities, confidentiality, governing law will survive termination of the Agreement.

本协议中按其性质应当存续的所有条款, 包括但不限于保证免责声明、责任限制、赔偿、保密及适用法律条款, 在本协议终止后将持续有效。

10. PAYMENT TO THE BANK

付款给银行

Payments to the Bank and the Right to Debit

付款给银行与借记权

10.1 The Customer agrees to pay to the Bank on demand all monies and charges together with interest on such monies from the date on which such monies become due to the date of payment in the currency in which they are due in same day funds and at such rate which the Bank shall determine from time to time in its sole and absolute discretion and the Customer hereby authorises the Bank to debit the same from the Account(s).

客户同意按要求向银行支付所有款项和费用, 并自该等款项到期之日起, 按银行不时自行决定之利率支付相关利息, 直至以资金到期当日之货币付清为止, 且客户特此授权银行从账户中借记该等款项。

10.2 All such monies and charges shall be payable by the Customer in full without any set off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes (including without limitation stamp duty or other taxes), levies, charges or withholdings, and all liabilities with respect thereto.

所有该等款项和费用应由客户全额支付, 不作任何抵销或反索赔, 不设任何限制或条件, 亦不得扣除当前或未来税款(包括但不限于印花税或其他税款)、征费、扣缴或预提款项, 以及与此相关的所有责任。

10.3 All monies and charges payable by the Customer are exclusive of any goods and services tax (regardless of the jurisdiction in which such tax is imposed) which shall where applicable be paid by the Customer in addition to any sums otherwise payable, at the rate in force at the due date for payment.

客户应付的所有款项和费用不含任何货物及服务税(不论在哪个管辖区征税), 该等货物及服务税应由客户按到期日有效税率支付(如适用), 作为任何其他应付款项之补充。

- 10.4 If the Bank is obliged by law to deduct or withhold any sum from any payment to the Customer, the Customer authorises the Bank to effect such withholding and to pay the net sum over to the Customer or to place such sum in the Account(s).

如果银行依法有义务从支付给银行的任何款项中扣减任何金额，则客户授权银行做出该等扣减，并将净款额支付给客户，或是存入账户。

- 10.4A The Bank shall be entitled, at any time and without notice to the Customer, to debit any sum (including any interest accrued on such sum) from the Customer's Account(s) if:

在以下情况下，银行有权随时从客户账户中扣除任何款项(包括该款项的任何应计利息)，无需通知客户：

- (a) the Bank (acting reasonably) determines that such sum was credited into the Customer's Account(s) due to or in connection with a mistake, error, or omission on the part of the Bank; or

银行(合理行事)确定该笔款项因银行的错误、失误或遗漏而记入客户账户；或

- (b) such sum was credited into the Customer's Account(s) prior to the Bank having received cleared funds from the paying party, but the Bank does not actually receive such funds from the paying party subsequently.

在银行从付款方收到清算资金之前，该笔款项已记入客户账户，但银行随后并未从付款方实际收到该笔资金。

Security for Repayment

还款担保

- 10.5 When the Bank accepts or incurs liability (whether actual or contingent, primary or collateral, several or joint) for or at the request of the Customer, any funds, monies, securities or other valuables deposited with the Bank belonging to the Customer shall automatically become security to the Bank; and the Bank shall have a banker's lien on all such funds, monies, securities or other valuables or any part thereof and may dishonour any Instrument drawn by the Customer until the liability is discharged.

当银行接受或根据客户要求产生责任(无论是实际或或有、主要或附随、个别或共同)时，客户存放在银行的任何资金、款项、证券或其他贵重物品将自动成为对银行之担保；银行有权留置所有该等资金、款项、证券或其他贵重物品或其中任何部分，并可拒付客户出具的任何票据，直至责任解除。

Default in Repayment

还款违约

- 10.6 If the Customer fails to make prompt repayment of any debit balance or accrued interest thereon, the Bank may forthwith and without notice to the Customer, and without prejudice to its rights, realise any funds or securities deposited with the Bank for the account of the Customer in any manner it shall deem fit and apply the proceeds therefrom, after deducting realisation expenses, in or towards the payment and discharge of any amount due to the Bank from the Customer. If there is any shortfall between such proceeds and the amount due, the Customer shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time in its sole and absolute discretion.

如果客户未能及时偿还任何借方余额或应计利息，银行可在不影响其权利的情况下，以其认为合适之方式，将客户存放在银行的任何资金或证券变现，并将由此所得收益在扣除变现费用后，用于支付和偿还客户到期应付给银行的任何款项，而无须通知客户。如果该等收益不足以支付到期款项，客户须补缴差额，包括按银行不时自行规定之利率支付利息。

Combining Accounts, Set-Off and Security Rights

合并帐户、抵销与担保权益

- 10.7 All cash balances in the Customer's Account(s) (including without limitation any Time Deposits, if applicable) will serve as collateral for the Customer's Liabilities.

客户账户内所有存款余额(包括但不限于任何定期存款, 如适用)将作为客户负债的担保。

- 10.8 Without prejudice to any of its other rights and remedies, the Bank shall be entitled to combine, consolidate or merge all or any of the Customer's Account(s) and/or to set-off any amount standing to the credit of any Account(s) (whether matured or not) against any amount owing or outstanding or due to the Bank from time to time under the Agreement or any other agreement or account, including without limitation all Liabilities of the Customer and all losses, damages, actions, proceedings, claims, liabilities (whether contingent or otherwise), fees, costs and all expenses (including legal costs on a full indemnity basis) that may be incurred or suffered by the Bank as a result of or in connection with the Customer's breach of its obligation(s) under the Agreement, including without limitation in any of the following events:

在不影响任何其他权利与救济的情况下, 银行有权合并客户任何或所有账户和 / 或将任何账户贷记款项 (无论是否到期) 与根据本协议或任何其他协议不时到期应付给银行的任何款项相抵销, 包括但不限于因客户违反其在本协议项下义务而导致客户产生或蒙受的所有损失、损害、诉讼、索赔、负债 (无论或有或其他)、费用、成本与开支 (包括全额弥偿的法律费用), 包括但不限于发生下列任何事件:

- (a) the Customer's failure to repay on demand any sum due to the Bank or to return any sum which the Bank is entitled to debit under Clause 10.4A of this Section A

客户未能按要求偿还到期应付给银行的任何款项或退还银行根据本部分第 10.4A 条有权借记的任何款项;

- (b) the Customer's deposit(s) is threatened by insolvency proceedings or by third party claims;

客户存款可能受到破产程序或第三方索赔;

- (c) the Customer's death, incapacity, winding-up, bankruptcy or receivership;

客户去世、丧失行为能力、清盘、破产或被接管;

- (d) the Bank's receipt of a garnishee order relating to the Account(s);

银行收到与账户相关的查封或冻结指令;

- (e) any breach by the Customer of any one or more of the provisions of the Agreement; and/or

客户违反本协议任何一项或多项规定; 和 / 或

- (f) any other event which is determined by the Bank in its sole and absolute discretion to constitute a valid reason for the Bank's exercise of its rights of set off under the Agreement.

银行自行决定构成银行行使其在本协议项下抵销权之有效理由的任何其他事件。

- 10.9 Any credit balance on the Customer's Account(s) (regardless of the country in which such Account(s) was opened) may be applied in satisfaction of any sum then due and payable in respect of the Customer's Liabilities. The Bank is authorised to purchase with such monies any other currencies to effect such application using the rate of exchange at the date of set off.

客户账户内任何贷方余额(不论该等账户在哪个国家开立)可用于偿还在客户负债方面当时到期应付的任何款项。银行获授权按抵销当日有效汇率以该等款项购买任何其他货币, 从而偿还相关款项。

11. CONSENT FOR DISCLOSURE

同意披露

- 11.1 The Customer hereby expressly and irrevocably permits and authorises the OCBC Group as well as any of its employees, agents, officials and officers for the transfer, disclosing, divulging or revealing at any time in such manner and under such circumstances as the OCBC Group deems necessary or expedient in its sole and absolute discretion without prior reference to the Customer:

客户特此明确且不可撤销地允许并授权华侨银行集团及其任何员工、代理人、官员和高级管理人员在华侨银行集团认为必要或适宜之情形下，按照华侨银行集团不时决定之方式，向下列任何人员或机构转移或披露下列任何信息，无须事先告知客户：

- (a) of any information whatsoever relating to the Customer and any customer information to and between any person at any time and from to time, including but not limited to:

将有关客户的任何信息转移或披露给(包括但不限于)：

- (i) the branches, subsidiaries, representative offices, affiliates and agents of the Bank;

银行的分支机构、子公司、代表处、关联人和代理人；

- (ii) any member of the OCBC Group; and/or

华侨银行集团旗下任何成员；和 / 或

- (iii) third parties selected by the Bank and/or any of the entities referenced in (i) or (ii) above or in Clause 15.21 of Section A wherever situated, for confidential use in connection with the provision of any Account(s) and/or Product(s) to the Customer (including for data processing purposes); and/or

银行和 / 或以上(i)或(ii)或第 A 部分第 15.21 条中所述任何实体选择的第三方，以机密方式用于向客户提供任何账户和 / 或产品(包括数据处理目的)；和 / 或

- (b) of any information whatsoever regarding the money or otherwise particulars of the Customer or the Customer's Account(s) including any Access Credential where applicable to any person at any time and from to time, including but not limited to:

将有关客户或客户账户资金等方面的任何信息(包括随时和不时适用于任何人的访问凭证)转移或披露给(包括但不限于)：

- (i) any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedure;

任何声称为客户且经银行按照现行程序核实其身份之人；

- (ii) any Relevant Person or to any third party which the Customer (or any person using any Access Credential purported to be the Customer) may from time to time wish to transact with whether directly or indirectly, via the use of Electronic Services, and vice versa;

客户(或任何声称为客户并使用访问凭证之人)不时可能会希望直接或间接通过电子服务与之交易(反之亦然)的任何第三方或任何相关人员；

- (iii) any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of any Electronic Services made available to the Customer, including but not limited to any of the entities referenced in Clause 15.21 of Section A; and/or

就客户，包括但不限于第 A 部分第 15.21 条所提及的任何实体，所获电子服务之运作而必要或适当或因使用或访问(无论是否获得授权)而需要之人；和 / 或

- (iv) any person notified to the Bank from time to time by the Customer.

客户不时通知给银行的任何人员。

- 11.2 The OCBC Group's authority to transfer, disclose, divulge or reveal information as set out in this Clause 11 shall survive the termination of the Agreement.

华侨银行集团转移或披露本第 11 条中所述信息之权限在本协议终止后持续有效。

- 11.3 The Customer acknowledges and accepts the possibility that there may be from time to time inadvertent disclosures by the Bank and/or any of its employees, agents, officials and officers of information regarding the Customer, the monies or any other relevant particulars of the accounts of the Customer with the Bank in the course of providing information relevant to transactions, instructions, communications or operations effected or purported to be effected by the Customer or any person purporting to be the Customer using or with the use of the Electronic Services and hereby waives all its rights and remedies against the Bank for such inadvertent disclosures.

客户认可并接受，在提供与交易、指示、通讯或由客户或任何声称为客户之人执行电子服务运作相关之信息的过程中，银行和 / 或其任何员工、代理人、官员和高级管理人员可能会不时在无意间披露有关客户或客户在银行所开账户内资金或任何其他相关详情的信息，并特此放弃其因无意间披露而对银行享有的所有权利与救济。

12. REPRESENTATIONS AND WARRANTIES

声明与保证

- 12.1 The Customer hereby represents and warrants that throughout the term of this Agreement:

客户特此声明与保证，在本协议有效期内：

- (a) the Customer and OCBC Group will not be in breach of any Applicable Laws as a result of the Customer's opening, operating, accessing or using an Account or a Product, submitting any Instruction, communicating or taking any other action directly or indirectly through the use of any Account or Product;

客户与华侨银行集团不会因客户开立、操作、访问或使用某个账户或产品、提交任何票据或是直接或间接通过使用任何账户与产品传达或采取任何其他行动而违反任何适用法律；

- (b) it has fully disclosed in writing to the Bank all information and particulars which are material or relevant for disclosure to the Bank for the purpose of the Agreement, any Account or Product, any Instruction or any arrangement contemplated by or pursuant to the Agreement;

其已以书面形式向银行充分披露为本协议或本协议中所述任何账户或产品、任何指示或任何安排之目的而需要向银行披露的所有重大或相关信息和资料；

- (c) it has obtained all necessary consents and authorisations required to open, operate, access or use an Account or a Product and perform all of its obligations under the Agreement;

其已获得开立、操作、访问或使用某个账户或产品和履行其在本协议项下所有义务而需要的一切必要同意和授权；

- (d) it has full legal capacity, power, authority and right to enter into and exercise its rights and perform its obligations under the Agreement;

其具有订立并行使其在本协议项下权利和履行其在本协议项下义务而需要的完全法律能力、权力、权限和权利；

- (e) unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, it is acting on its own behalf in agreeing to be bound by the Agreement;

除非客户披露其以受托人身份或代表另一方行事，否则客户代表自身同意受本协议约束；

(f) if the Customer is:

如果客户是：

(i) a company or a business, it is duly organised and validly existing under the laws in which the Customer is incorporated; or

公司或企业，则其是根据客户注册所在地法律正式成立并有效存续；或

(ii) an individual, it is of full age and sound mind;

个人，则其是完全民事行为能力人；

(g) the Agreement and arrangements contemplated by or pursuant to the Agreement constitute legal, valid and binding obligations which are enforceable against the Customer; and

本协议及本协议中所述安排构成合法、有效和约束性义务，可对客户予以强制执行；及

(h) it is entering into the Agreement and is opening, operating, accessing and using any Account or Product in the course of business and it is not dealing as a consumer.

其在业务过程中订立本协议及开立、操作、访问和使用任何帐户或产品，并非以消费者身份进行交易。

13. DISCLAIMER OF LIABILITY

免责声明

Exclusion of Liability

责任免除

13.1 Notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted under Applicable Law, no member of OCBC Group shall be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer or any third party in connection with any Account or Product, including without limitation in connection with and/or arising from:

尽管本协议中做出任何相反规定，在适用法律允许的最大范围内，对于客户或任何第三方因任何帐户或产品而蒙受或产生的任何费用、损失、损害、责任或其他后果，华侨银行集团的任何成员无须承担责任，包括但不限于因下列情形而产生或与之相关：

(a) the Bank acting, delaying to act or omitting to act, including without limitation on any Instructions (whether or not such Instructions are submitted through the Electronic Services and/or are given by unauthorised persons);

银行执行、推迟执行或不执行，包括但不限于任何指示(无论该等指示是通过电子服务提交和 / 或由非授权人员发出)；

(b) any Instruction, Correspondence, communication, transmission and/or transaction (including, without limitation, any inaccuracy, misunderstanding, interruption, error or delay or other failure relating to such Instruction, Correspondence, communication, transmission and/or transaction, whether on the part of the Bank or Customer, and whatever the cause may be);

任何指示、通函、传输和 / 或交易(包括但不限于银行或客户有关该等指示、通函、传输和 / 或交易的任何不准确、误解、中断、错误、延迟或其他故障，无论何种原因)；

- (c) the provision of any Product or the operation of any Account, and/or any restrictions thereto;
提供任何产品或操作任何帐户，和 / 或其任何限制；
- (d) any unavailability, disruption, delay, malfunction, breakdown, error or failure in any:
下列方面出现任何不可用、中断、延迟、错误或故障等问题：
- (i) computer system,
计算机系统；
 - (ii) transmission or communication facilities,
传输或通讯设施；
 - (iii) communications, processing or transaction system, and/or
通讯、处理或交易系统；和 / 或
 - (iv) network, software, hardware and/or technology,
网络、软件、硬件和 / 或技术，
- used in the provision of any Account or Product (whether operated and/or provided by the Bank or otherwise);
这些用于提供任何帐户或产品(无论是由银行操作和 / 或提供或其他)；
- (e) any diminution in value of the funds credited or debited from the Account(s) due to taxes and/or depreciation;
由于税收和 / 或折旧而从账户贷记或借记的资金减值；
- (f) any unavailability of the funds credited or debited from the Account(s) due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's reasonable control;
由于兑换限制(无论如何产生)、征用、非自愿转移、任何性质的扣押、行使政府或军事权力、战争、罢工或超出银行合理控制能力范围的其他原因而无法从账户贷记或借记资金；
- (g) the Bank making any payments against any counterfeit or altered Instruments, whether or not the alterations and/or forgery could be easily detected or due to the Customer's negligence;
银行基于任何伪造或涂改票据支付任何款项，无论该等伪造和 / 或涂改是否容易识破，或是否由于客户疏忽所致；
- (h) the Customer's failure to ensure that Instruments are properly drawn or are protected against unauthorised alteration or fraud;
客户未能确保票据妥为出具或防止擅自涂改或欺诈；
- (i) lost and/or damaged Instruments;
票据遗失和 / 或损坏；
- (j) any fraudulent act by any person, including without limitation any forgery of the Customer's signature and/or any impersonation of the Customer;

任何人的任何欺诈行为，包括但不限于伪造客户签字和 / 或任何冒名；

- (k) the Customer's negligence, default or misconduct;

客户疏忽、违约或不当行为；

- (l) any act or omission (including without limitation any negligence or wilful misconduct) or bankruptcy or insolvency of any Third Party or any agent, subcontractor, service provider, nominee, correspondent or counterparty used by the Bank;

银行所用任何第三方或任何代理人、分包商、服务提供商、代名人、往来行或交易对手的任何作为或不作为(包括但不限于任何疏忽或故意不当行为)、破产或资不抵债；

- (m) the disclosure, divulging or revealing of any information concerning the Customer, the Account(s) and/or the Products (whether or not such disclosure is inadvertent or occurs as a result of any unauthorised access or otherwise);

披露或泄露有关客户、帐户和 / 或产品的任何信息(无论该等披露是否无意或因任何擅自访问或其他情形而发生)；

- (n) any acts, statements (express or implied) or omission of the Bank or its agents, officers, delegates or employees in exercising any of the Bank's rights under the Agreement, including without limitation Clauses 9 and/or 15.12 to 15.13 of Section A;

银行或其代理人、高级管理人员、委托代表或员工在行使本协议项下银行权利时的任何作为、声明(明示或默示)或不作为，包括但不限于第 A 部分第 9 条和 / 或第 15.12 至 15.13 条；

- (o) any loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or, loss of value of any equipment or software or any indirect, incidental or consequential loss or damages, even if advised of the possibility of such loss or damages;

任何收入或商业机会损失、利润损失、预期节省或业务损失、数据损失、商誉损失、任何设备或软件价值损失，或任何间接、附带或后果性损失或损害，即便已被告知可能会发生该等损失或损害；

- (p) any actions taken by the Bank which it in its sole and absolute discretion considers appropriate so as to comply with any Applicable Laws, request of a public or regulatory authority or any policy of the Bank; and/or

银行为遵守任何适用法律、公共或监管机构要求或银行任何政策而采取其自行认为适当的任何行动；和 / 或

- (q) any arrangements with the Bank for withdrawal orders to not be in writing.

与银行有关非书面取款单的任何安排。

- 13.2 The Customer hereby acknowledges the inherent exchange risk in Foreign Currency deposits and accepts the risk that a decline in the Foreign Currency's exchange rate relative to the Customer's currency of choice will reduce (or even eliminate) the Customer's return or earnings on the Foreign Currency deposits.

客户特此认可，外币存款存在固有汇兑风险，并接受外币兑换的汇率下跌将会减少(甚至消除)客户在外币存款方面的回报或收益。

Bank's Repayment Obligation

银行还款义务

- 13.3 Where any currency in which the Bank's payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar causes beyond the Bank's reasonable control, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency as the Bank deems fit.

银行付款义务计价货币由于兑换限制、可转让性、征用、政府行为、命令、法令和法规、非自愿转移、任何性质的扣押、行使军事或僭越权力、战争或内乱、货币联盟或交换或超出银行合理控制能力范围的类似原因而变得不可获得时，视为银行可通过以其认为合适的任何其他货币付款而履行该等支付义务。

Branches, Subsidiaries or Affiliates

分支机构、子公司或关联人

- 13.4 The Customer agrees that:

客户同意：

- (a) any obligations under the Agreement in respect of an Account or Product may only be satisfied by recourse to the member of the OCBC Group with which that Account is opened or that provides that Product; and

本协议项下有关某个账户或产品的任何义务，只能通过向开立该等账户或提供该等产品的华侨银行集团旗下成员追偿而予以履行；及

- (b) it shall not take any steps to recover or seek recourse in respect of any obligations of a branch of the Bank or a member of the OCBC Group under the Agreement from or against any other branches of the Bank, any other members of the OCBC Group or any subsidiary or affiliate of any member of the OCBC Group.

其不得就本协议项下银行某个分支机构或华侨银行集团旗下某个成员任何义务而对银行任何其他分支机构、华侨银行集团旗下任何其他成员或华侨银行集团旗下任何成员的任何子公司或关联人采取任何措施或进行追偿。

14. INDEMNITIES

赔偿

- 14.1 The Customer shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement, any Account or Product, including without limitation:

客户应及时向银行或其关联人、子公司、分支机构(不论在哪个管辖区)、华侨银行集团旗下每个成员及他们各自高级管理人员、员工、代名人和代理人赔偿其直接或间接因签署、履行或执行本协议或任何其他协议、任何账户或产品而蒙受或产生的所有索赔、要求、诉讼、损失(直接或后果性)、损害、成本与费用(包括所有税款、其他征费和法律费用)，以及任何其他责任，包括但不限于：

- (a) any act or omission by the Customer;

客户的任何作为或不作为；

- (b) any breach by the Customer of any one or more provisions, obligations, representations and/or warranties in the Agreement;

客户违反本协议任何一项或多项规定、义务、声明和 / 或保证；

- (c) by reason of the Bank as collecting bank relying upon or guaranteeing any endorsement or discharge on a cheque, bill, note, draft or other instruments presented by the Customer for collection, and in all cases, such reliance or guarantee by the Bank shall be deemed to have been exercised at the Customer's express request;

银行作为代收行依赖或担保客户提交托收的支票、账单、汇票或其他票据之背书或兑付，在任何情况下，银行该等依赖或担保应视为已根据客户明确要求予以行使；

- (d) any member of OCBC Group taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by the Customer or by any person(s) purporting to be the Customer's attorney, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such Instructions, including where such member believed in good faith that the Instructions or information were given in excess of the powers vested in the Customer or where such member believed that the member so acting would result in a breach of any duty imposed on the member;

华侨银行集团旗下任何成员接受、依赖和执行或不执行由或据称由客户或客户代理人(据称)发出的任何指示，不论发出该等指示时的情形或交易性质如何，即便该等指示在发出、接收或内容方面存在任何错误、误解、欺诈或不明确之处，包括该等成员真诚认为发出该等指示或提供相关信息已超出客户权力，或该等成员认为其执行该等指示将会导致违反所负任何义务；

- (e) any declarations made by the Customer to any member of OCBC Group (including those made on forms submitted to OCBC Group) are false, misleading or incomplete and/or subsequently became false, misleading or incomplete;

客户对华侨银行集团旗下任何成员所作任何声明(包括提交给华侨银行集团的表单中所作声明)虚假、具有误导性或不完整，和 / 或后期变得虚假、具有误导性或不完整；

- (f) failure by the Customer to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon) or to return any sum which the Bank is entitled to debit under Clause 10.4A of this Section A;

客户未能按要求向银行支付或偿还到期应付给银行的款项(包括所有应计利息)或退还银行根据本部分第 10.4A 条有权借记的任何款项；

- (g) any arrangements with the Bank for withdrawal orders to not be in writing;

与银行有关的非书面取款单的任何安排；

- (h) any disclosure of any information which the Customer has consented to OCBC Group and/or any of its personnel disclosing;

客户同意华侨银行集团和 / 或华侨银行集团人员披露任何信息；

- (i) the enforcement by the Bank of any of its rights (including rights of sale, set off, recovering payment or enforcement proceedings) under or in connection with the Agreement and/or any Account;

银行行使其在本协议项下或与本协议和 / 或任何帐户相关的任何权利(包括销售权、抵销权、追偿权或执行程序)；

- (j) any Instructions communicated or purportedly communicated by the Customer to the Bank over the telephone notwithstanding that it is subsequently shown that such Instruction was not given

by the Customer or the acting upon or carrying out of any such Instruction or the taking of steps in connection with or in reliance upon any such Instruction;

客户通过电话传达或据称传达给银行的任何指示，即便后期证明该等指示并非由客户发出，或是执行任何该等指示，或采取与任何该等指示有关或依赖任何该等指示的措施；

- (k) OCBC Group using any system or means of communication or transmission in carrying out the Customer's Instructions which results in the loss, delay, distortion or duplication of such instructions;

华侨银行集团在执行客户指示时使用任何系统或任何通讯或传输方式，导致该等指示丢失、延迟、失真或重复；

- (l) inability of Customer to perform any transaction due to limits set by the Bank from time to time;

客户因银行不时设定的限制而无法进行任何交易；

- (m) lack of information or failure by the Customer to provide clear, necessary and complete information for completing the payment or transfers or performance of the transaction; and/or

客户缺乏信息或未能提供清楚、必要和完整信息以完成付款、转账或执行交易；和 / 或

- (n) any lost, stolen or mislaid cheque book, cheque, passbook, Access Credential, Time Deposit advice, personal identification number(s) or advice, or other identification code(s) in relation to the Account and any re-issuance or replacement of the same by the Bank.

与账户有关的任何支票簿、支票、存折、访问凭证、定期存款通知书、个人身份证号码或其他身份识别代码遗失、被盗或错置，以及银行予以补发或更换。

- 14.2 These indemnities shall continue notwithstanding the termination of the banking relationship between any member of OCBC Group and the Customer.

即便华侨银行集团旗下任何成员与客户之间关系终止，这些赔偿仍将持续有效。

15. GENERAL

一般规定

Amendments

修订

- 15.1 The Bank may at any time in its sole and absolute discretion and upon written notice to the Customer, change any one or more of the provisions in this Agreement and/or discontinue the provision of any type of Accounts and/or Products governed by the Agreement permanently. Such change(s) and/or discontinuation(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

银行可随时自行决定经书面通知客户后，更改本协议中任何一项或多项规定，或是永久停止提供本协议项下任何类型的账户和 / 或产品。该等更改和 / 或终止应自通知中所述日期起生效，在大多数情况下，应不早于通知日期后三十(30)天。

- 15.2 Where the Customer continues to operate the Account(s) 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 operating the Account(s) and instruct the Bank to close the Account(s).

客户在收到该等通知后继续操作账户的，视为客户已同意并接受该等修订。如果客户不接受该等修订，客户应立即停止操作账户，并指示银行关闭账户。

15.3 The Bank may notify the Customer of any changes to the Agreement or any changes to the scope of the Products by:

如果本协议或产品范围有任何变更，银行可通过下列方式通知客户：

- (a) publishing such changes in the Statements of Account to be sent to the Customer;
在发送给客户的对账单中明确该等变更；
- (b) displaying such changes at the Bank's branches or automated teller machines;
在银行分支机构或自动柜员机上显示该等变更；
- (c) posting such changes on the Bank's website(s);
在银行网站上发布该等变更；
- (d) electronic mail or letter;
电子邮件或信函；
- (e) publishing such changes in any newspapers; and/or
在任何报纸上刊登该等变更；和 / 或
- (f) such other means of communication as the Bank may determine in its sole and absolute discretion.
银行自行决定的其他通讯方式。

Conflict

冲突

15.4 The Bank may from time to time in connection with any Product supply to the Customer Materials and any other relevant service agreement. In the event of any conflict or inconsistency between the terms contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document to the extent of any such conflict or inconsistency:

银行可不时就任何产品向客户提供材料及任何其他相关服务协议。如果下列任何文件中所含条款之间存在任何冲突或不一致，则就任何该等冲突或不一致而言，首先列出的文件之条款应优先于其后列出的文件：

- (a) any such service agreement supplied by the Bank from time to time;
银行不时提供的任何该等服务协议；
- (b) the Product Addendums for the specified Product that is (or to be provided) (as determined by the OCBC Group in its sole and absolute discretion);
就该等产品所提供(或拟提供)的产品附录(由华侨银行集团自行决定)；
- (c) the Local Addendums;
当地附录；

(d) these Terms; and

本条款；及

(e) any translation of this Agreement other than the English version.

本协议除英文版以外任何译本。

Waiver

弃权

- 15.5 No failure or delay by the Bank in exercising or enforcing any right or option under the Agreement 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.

银行未能或延迟行使或执行本协议项下任何权利或选择权不得视为放弃该等权利或选择权，或限制、影响或损害银行对客户采取任何行动或行使任何权利之权利，或导致银行须对由此产生的任何损失或损害负责。

Severability

可分割性

- 15.6 If any one or more of the provisions in the Agreement are deemed invalid, unlawful or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

如果本协议任何一项或多项条款在任何适用法律项下被认为无效、非法或不可执行，本协议其余条款的有效性、合法性和可执行性不会受到任何影响或损害。

Intellectual Property Rights

知识产权

- 15.7 The Customer hereby acknowledges and agrees that:

客户特此认可并同意：

- (a) all Intellectual Property Rights in any documentation, Materials, software and any other thing forming part of or used in relation to an Account or Product are owned by either the OCBC Group or the relevant Third Parties and the Customer does not have any right, title or interest in such Intellectual Property Rights; and

构成某个账户或产品组成部分或与之相关的任何文件、材料、软件及任何其他事项中所有知识产权均归华侨银行集团或相关第三方所有，客户对该等知识产权不享有任何权利、所有权或利益；
及

- (b) the OCBC Group may obtain information, data and statistics in the course of provide an Account or Product and the OCBC Group will own all Intellectual Property Rights thereto.

华侨银行集团在提供某个账户或产品过程中可能会获取信息、数据和统计资料，华侨银行集团将拥有该等信息、数据和统计资料的全部知识产权。

- 15.8 The Customer hereby agrees not to do anything which interferes with, disrupts or otherwise adversely affects any Intellectual Property Rights forming part of or used in relation to any Account or Product.

客户特此同意不会做出任何行为而干扰、破坏或以其他方式影响到构成任何账户或产品组成部分或与之相关的任何知识产权。

Confidential Information

机密信息

- 15.9 The Bank Information is the exclusive, valuable and confidential property of the Bank. The Customer agrees to keep all Bank Information confidential and to limit access to its employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of the Customer's business.

银行信息是银行专有的宝贵机密财产。客户同意对所有银行信息予以保密，仅限其为正常履职而需要知晓的员工访问(须负类似保密义务)，已进入公众领域或是法律或司法程序要求披露的任何银行信息除外，并同意在客户正常业务过程中按照银行规定之方式使用该等信息。

- 15.10 The Customer shall notify the Bank promptly (with confirmation in writing) if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

如果客户发现或有理由怀疑任何银行信息已被或可能会被泄露或披露给任何非授权人员，客户应立即通知银行(并以书面确认)。

Force Majeure

不可抗力

- 15.11 The Bank shall not be responsible for delays or failures, resulting at least in part from acts beyond its reasonable control and without its fault or negligence, in (a) the performance of its obligations hereunder, (b) executing any Instructions, or (c) providing any Products to the Customer. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, adverse market conditions, unavailability of foreign exchange, floods, storms, acts of God and similar occurrences.

对于在(a)履行本协议项下义务、(b)执行任何指示、或(c)向客户提供任何产品时，至少部分由于超出银行合理控制能力范围之行为(非因其过错或疏忽)而造成的延迟或失败，银行无须承担责任。造成这种可原谅之延误或失败的原因可能包括暴动、叛乱、意外爆炸、不利市场状况、无外汇、洪水、风暴、天灾和类似事件。

Actions by the Bank for Compliance and Sanctions

银行的合规和制裁行动

- 15.12 The Customer agrees that the Bank may at any time, without the Customer's prior consent, be entitled to delay, block or refuse to process any transaction and take any action as the Bank considers appropriate, whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion without incurring any liability if the Bank suspects that:

客户同意，如果银行怀疑有下列情况，银行可以未经客户预先同意，有权全部或部分延迟、阻止或拒绝处理任何交易，并在银行自行酌定的期间内，采取银行认为合适的任何行动，无须承担任何责任：

- (a) the transaction may breach any Applicable Laws and / or the Bank's internal policy(ies), including without limitation those relating to anti-money laundering, anti-corruption, counterterrorism, anti-bribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation or economic and trade sanctions;

交易可能违反任何适用法律和/或银行的内部政策，包括但不限于与反洗钱、反腐败、反恐、反贿赂、反欺诈、逃税、禁运或金融交易立法或经济和贸易制裁下的报告要求；

- (b) the transaction involves any Restricted Person (natural, corporate or governmental) or any person that is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or

交易涉及任何受限制人士(自然人、法人或政府)或与任何受经济和贸易制裁的人直接或间接相关的任何人；和/或

- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country).

该交易可能直接或间接涉及任何国家的非法行为的收益，或用于任何国家的违法行为(包括但不限于违反任何制裁或资助、促进或资助任何受限制人士或任何受制裁国家的任何活动、业务或交易的任何目的)。

- 15.13 The Bank may take and instruct any delegate to take any action which it in its sole and absolute 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 Account(s) (particularly those involving the international transfer of funds) including the source of the intended recipient of funds 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 Account(s) or the Bank's performance of its obligations under the Agreement. The Bank needs not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation or policy of the Bank, or by such public or regulatory authority.

银行可采取并指示任何委托代表采取其自行认为适当的任何行动，以遵守与防止欺诈、洗钱、恐怖主义或其他犯罪活动或向受制裁人员或实体提供金融及其他服务相关的任何适用法律、法规、公共或监管机构要求或银行的任何政策。该等行动可包括但不限于对账户交易(特别是国际资金转账相关交易)的拦截和调查，包括向账户支付或从账户支付资金的预期接收方之来源。在某些情况下，该等行为可能会延迟或阻止指示的处理、账户交易的结算或银行履行其在本协议项下义务。在该等法律、法规或银行政策或该等公共或监管机构允许这样做后合理时间内，银行无需通知客户。

Recording

记录

- 15.14 The Bank may in its sole and absolute discretion record all telephone conversations, verbal instructions and communications with/from the Customer and to retain such recordings for so long as it thinks fit and the Customer agrees to the recordings and the use thereof and any transcripts which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Customer or any other person.

银行可自行全权决定记录与客户之间 / 来自客户的所有电话交谈、口头指示和沟通，并在其认为适当的时间内保留该等记录，客户同意银行为其认为适宜之目的而制作、使用和复制任何记录，包括在针对客户或任何其他人的任何法律程序中用作证据。

Governing Law

适用法律

- 15.15 Any dispute, controversy or claim arising from or in connection with an Account or a Product shall be governed by the laws of the jurisdiction in which that Account or Product is (or is to be) opened or provided (as determined by the OCBC Group in its sole and absolute discretion).

因某个账户或产品而产生或与之相关的任何争议、分歧或索赔，应受开立(或拟开立)该等账户或提供(或拟提供)该等产品所在管辖区法律约束(由华侨银行集团自行决定)。

- 15.16 The Customer hereby undertakes to each member of the OCBC Group and their respective branches, subsidiaries, representative offices, affiliates and agents that:

客户特此向华侨银行集团旗下每个成员及其各自分支机构、子公司、代表处、关联人和代理人承诺：

- (a) the courts of the jurisdiction in which the relevant governing law applies ("**Relevant Jurisdiction**") shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters that are governed by the laws of the Relevant Jurisdiction; and

适用法律所在管辖区("相关管辖区")法院对解决因受相关管辖区法律约束的任何事项而产生的或与之有关的任何争议、分歧或索赔享有专属管辖权；及

- (b) it shall not object to the courts of the Relevant Jurisdiction on the ground that it is an inappropriate or inconvenient forum or otherwise.

其不得以相关管辖区法院不适当或不便管辖或其他理由而对相关管辖区法院提出异议。

Rights are Cumulative

累积权利

- 15.17 Each of the rights, powers and remedies given to the Bank under the Agreement 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.

本协议项下赋予银行的权利、权力与救济应是累积的，不影响银行与客户之间任何其他协议、法律法规或衡平法项下赋予给银行的所有其他权利、权力与救济，而系构成该等所有其他权利、权力与救济之补充。

Customer's Obligation to Secure Bank's Rights

客户保障银行权利之义务

- 15.18 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 the Agreement.

如果银行提出要求，客户应立即签署银行可能会要求的任何其他文件，并采取银行可能会要求的任何其他行动，以保护或保障银行在本协议项下或与本协议相关之权利，因此产生的费用由客户自行承担。

Assignment

转让

- 15.19 The Customer shall not (nor shall it purport to) assign, novate or transfer all or part of its rights and/or obligations under the Agreement, nor grant, declare or dispose of any right or interest in it, without the prior written consent of the Bank, which may be withheld in Bank's sole and absolute discretion. The Bank may assign, transfer, novate, sub-contract or otherwise deal with all or part of its rights and obligations under the Agreement at its sole and absolute discretion, and any such assignment, transfer, novation, sub-contract or other dealing shall not release the Customer from liability under the Agreement. The Customer hereby agrees to execute any document the Bank requires to give effect to such assignment, novation or transfer.

未经银行事先书面同意(银行可自行决定拒绝给予该等同意)，客户不得(亦不得声称)转让、变更或转移其在本协议项下全部或部分权利和 / 或义务，亦不得授予、宣告或处置其中任何权利。银行可自行决定转让、转移、变更、分包或以其他方式处理其在本协议项下全部或部分权利和义务，任何该等转让、转移、变更、转包或其他交易均不得免除客户在本协议项下的责任。客户特此同意签署银行要求的任何文件以使该等转让、变更或转移生效。

Binding Effect

约束力

- 15.20 The Agreement shall be binding on and inure 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.

本协议对银行及其受让人、客户及其法定代理人 and 继承人均产生约束力，并符合其利益；即便银行被他人吸收或与他人合并，本协议仍具有约束力。

Outsourcing

外包

- 15.21 The Customer agrees that the Bank may, from time to time, delegate, subcontract, outsource or otherwise appoint other members of the OCBC Group or a Third Party on such terms as the Bank in its sole and absolute discretion deems fit (including that such members of the OCBC Group or Third Party may further delegate, subcontract, outsource or otherwise appoint any other person) to perform:

客户同意银行可不时按其自行认为合适之条款，委托、分包、外包或以其他方式指定华侨银行集团旗下其他成员或第三方履行(且该等华侨银行集团旗下其他成员或第三方可进一步委托、分包、外包或指定任何其他他人)履行：

- (a) any of its obligations under the Agreement (including carrying out any Instructions); and/or

在本协议项下任何义务(包括执行任何指示);

- (b) various functions or operations in connection with the Bank's business (including any Account, Product and any related function thereto).

与银行业务相关的各项职能或业务(包括任何账户、产品及相关职能)。

- 15.22 The Bank shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates.

银行有权利用数据处理和技术基础设施支持服务等，加强银行及其在各地的分支机构、子公司及关联人的产品与服务组合，提高生产率。

Advertising

推广

- 15.23 The Customer shall not display the name, trademark or service mark of the Bank without the prior written approval of the Bank. The Customer shall not advertise or promote any Product without the Bank's prior written consent.

未经银行事先书面批准，客户不得展示银行名称、商标或服务标志。未经银行事先书面同意，客户不得推广或宣传任何产品。

Entire Agreement

完整协议

- 15.24 The Agreement constitutes the entire agreement and understanding between the Customer and the Bank relating to the subject matter of the Agreement. The Customer acknowledges and agrees that the Customer has not entered into or accepted the Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in the Agreement.

本协议构成客户与银行就主题事项所达成的完整协议及谅解。客户认可并同意，客户签署或接受本协议并未依赖本协议中未列明或提及的任何声明、保证或承诺。

Restriction and Suspension of Transactions by the Bank.

银行对交易的限制和暂停

- 15.25 The Bank may, at any time and in any manner as the Bank in its sole and absolute discretion considers appropriate, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever, restrict, delay, block, refuse to process and/or suspend any transaction or dealing transacted through or with the Bank or in connection with any of its Products and/or transactions on Account(s).

银行可在其全权酌情决定认为适当的任何时间以任何方式，无须向客户说明任何理由，或由银行决定是否通知客户，银行亦无须承担任何责任，限制、延迟、阻止、拒绝处理和/或暂停通过本行或与本行进行的任何交易或交易，或与本行的任何产品和/或账户交易相关的交易或交易。

SECTION B: TERMS & CONDITIONS GOVERNING ELECTRONIC SERVICE

第 B 部分：有关电子服务的条款与条件

For the avoidance of doubt, the terms of this Section B apply in addition to and do not derogate from the terms set forth in Section A of these Terms.

为避免疑问，第 B 部分之条款作为本条款第 A 部分中所述条款之补充予以适用，并不会减损本条款第 A 部分中所述条款。

1. PROVISION OF ELECTRONIC SERVICES

提供电子服务

- 1.1 The Bank may in its sole and absolute discretion make available to the Customer certain Electronic Services.

银行可自行决定向客户提供某些电子服务。

- 1.2 The Customer agrees that:

客户同意：

- (a) the Customer shall comply with all applicable guidelines, policies and conditions pertaining to the Electronic Services as may be issued by the Bank from time to time in its sole and absolute discretion;

客户须遵守银行不时自行决定发布的有关电子服务的所有适用指引、政策及条件；

- (b) the availability, functionality, scope, features and all other matters relating to the Electronic Services shall be determined by the Bank from time to time in its sole and absolute discretion;

电子服务之可用性、功能、范围、特点及所有其他相关事项，均由银行不时自行决定；

- (c) the Electronic Services, including any online banking applications provided by the Bank thereunder, may use software and/or other technology, including that provided by third party providers, for identification purposes and/or detection of any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware

components designed to permit unauthorised access on any computer, hardware, system, software, application or device (including any Computer System or Access Credential) used to access any Electronic Services;

电子服务，包括银行提供的任何在线银行应用，可能会使用软件和 / 或其他技术，包括第三方提供商提供的软件和 / 或其他技术，以在任何该等计算机、硬件、系统、软件、应用程序或装置(包括任何计算机系统或访问凭证)上识别和 / 或侦测到旨在容许擅自访问的任何计算机病毒或其他恶意或破坏性代码、代理、程序、宏指令或其他软件程序或硬件成分；

- (d) some content, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with the Electronic Services may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that the Bank is a party to any transaction between the Customer and such third party service providers or that such third party products, services, software, and/or content are provided by the Bank. The Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions; and

随同电子服务提供或通过电子服务可获取的某些内容、软件、产品和服务，可能会由第三方服务提供商提供，或通过使用第三方软件和 / 或内容而提供，但在任何情况下，这不得理解为银行是客户与该等第三方服务提供商之间任何交易的当事方之一，或是该等第三方产品、服务、软件和 / 或内容由银行提供。客户还认可，获取、使用和 / 或购买该等产品、服务、软件和 / 或内容可能会受到相关第三方规定的附加条款与条件的约束，并特此同意遵守所有该等条款与条件，亦同意在该等第三方提出要求时，签署包含该等条款与条件的任何文件；及

- (e) the Customer shall bear all risks arising from the use of the Electronic Services, and also perform and ratify any contract entered into with or action taken by the Bank as the result of any communications from or purportedly from the Customer or otherwise referable to the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by the Bank in its absolute discretion from time to time.

客户须承担因使用电子服务而产生的所有风险，亦须履行和追认基于来自或据称来自客户之任何通讯或在其他情况下因客户或授权用户访问凭证或银行不时自行决定之其他识别形式或方式而引致与银行所订立的任何合同或由银行所采取的任何行动。

2. ACCOUNTS AND PRODUCTS

账户与产品

Authorisation

授权

- 2.1 Any member of OCBC Group may rely on the authority of each Authorised User, or any person (whether authorised or unauthorised by the Customer) using the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by OCBC Group in its sole and absolute discretion from time to time, to transmit Instructions on its behalf and to do any other act.

华侨银行集团旗下任何成员可依赖每个授权用户或任何使用客户或授权用户访问凭证或华侨银行集团不时自行决定之其他识别形式或方式之人有权代为传送指示和做出任何其他行为。

- 2.2 The Customer further agrees that:

客户还同意：

- (a) whether actually authorised by, used and/or accessed by the Customer or not:

无论客户是否实际授权、使用和 / 或访问:

- (i) any use and/or access of the Electronic Services and/or Access Credentials shall be deemed the Customer's use; and

对电子服务和 / 或访问凭证的任何使用和 / 或访问, 均应视为客户使用; 及

- (ii) any Instructions identified by the Customer's or Authorised User's Access Credential(s) shall be deemed to be Instructions transmitted or validly issued by the Customer or Authorised User; and

客户或授权用户访问凭证所识别的任何指示, 应视为客户或授权用户所传送或有效发出的指示; 及

- (b) the use of any Access Credential issued to, or otherwise used by, the Authorised User(s) by any person shall be binding on the Customer in respect of all transactions involving any and all of the Accounts linked through the Electronic Services.

任何人使用签发给授权用户或授权用户以其他方式使用的任何访问凭证, 就一切涉及通过电子服务链接的任何及所有账户之交易而言, 均对客户产生约束力。

Statements of Account

对账单

- 2.3 In addition, for savings or current Accounts, the Bank may also make available for viewing online the "Electronic Transaction History" in respect of such Account. Electronic Transaction History is provided for convenience only and shall not serve as a Statement of Account. In the event of any inconsistency between any Electronic Transaction History and a Statement of Account, the Statement of Account shall prevail.

此外, 对于储蓄或往来帐户, 银行亦可提供在线查阅有关该等帐户的"电子交易历史"。电子交易历史仅为便利而提供, 不得作为对账单。如果电子交易历史与对账单有任何不一致之处, 应以对账单为准。

3. ACCESS BY DESIGNATED ENTITY USERS

指定实体用户的访问

- 3.1 OCBC Group may at its sole and absolute discretion from time to time make available such services, products, features and/or functionalities which enable the Customer to permit Designated Entities and Designated Entity Users to access, receive information relating to, and/or operate (including without limitation issue Instructions), each Designated Account, using their respective Multi-Access Credentials (currently referenced as the OCBC Velocity Single Sign-On Service or "**SSO Service**"), which the OCBC Group may extend to the Customer upon approval by the OCBC Group (at its sole and absolute discretion) of the Customer's application for the same, and subject to the Customer submitting such Documentation as the OCBC Group may require. This Clause 3 and this Agreement govern the access to and use of the SSO Service.

华侨银行集团可不时自行决定提供可使客户允许指定实体和指定实体用户使用各自的多端访问凭证(目前称为"华侨银行 Velocity 单一登录服务"或"**SSO 服务**")访问每个指定账户、接收与每个指定账户相关的信息和/或操作每个指定账户(包括但不限于发出指示)的服务、产品、特性和/或功能; 经华侨银行集团(自行决定)批准客户的申请并在客户提交华侨银行集团可能要求的文件的前提下, 华侨银行集团可向客户延期。本第 3 条和本协议适用于对 SSO 服务的访问和使用。

- 3.2 The Customer agrees that:

客户同意:

- (a) the extent to which any Designated Entity User may access, receive information relating to, and/or operate each Designated Account, as well as the identity and authorisations in respect of any Designated Entity User or Designated Entity, at any given time, shall be as set forth in the most recent Documentation completed and submitted by the Customer to the Bank as at such time, as approved by the Bank and subject to any modifications as may be prescribed by the Bank;

任何指定实体用户访问指定账户、接收指定账户相关信息和/或操作指定账户的程度，以及指定实体用户或指定实体之身份与授权，应在客户于指定时间填制并提交予银行之最新文件载明，并经银行同意，或依银行规定的任何修改；

- (b) in the event that a Designated Entity is not designated in respect of a Designated Entity User, the Customer shall be deemed to be the Designated Entity and shall comply with and be bound by this Agreement as the Designated Entity;

如果指定实体用户并未指定一个指定实体，则客户应被视为指定实体，并应作为指定实体遵守本协议及受本协议约束；

- (c) the Bank may (but shall not be obliged to) notify the Customer of any ambiguity, inconsistency, or conflict in the Customer's authorisation arrangements and/or Instructions or any changes in relation to any Designated Entity or Designated Entity User, including without limitation:

银行可以(但无义务)将客户的授权安排和/或指示中存在的任何歧义、不一致或冲突之处，或与任何指定实体或指定实体用户相关的任何变更通知客户，包括但不限于：

- (i) any unusual or irregular authorisation arrangements or non-reciprocity in access rights granted;

任何不寻常或不正常的授权安排或所授予的访问权方面的不互惠性；

- (ii) any changes by any Designated Entity in respect of access rights to such Designated Entity's Accounts with OCBC Group granted to its Designated Entity Users; and

任何指定实体授予其指定实体用户访问该指定实体在华侨银行集团开立的账户的访问权方面的任何变更；及

- (iii) any changes in any Designated Entity or Designated Entity User's relationship with the Bank, their account standing or status, or their ability to access any Electronic Services,

任何指定实体或指定实体用户与银行的关系、其账户余额或状态或其访问任何电子服务的能力发生任何变化，

and the Customer shall be solely responsible for informing itself of the same, and the Bank shall be entitled (but not obliged) to act on such Documentation or Instructions submitted to the Bank without further reference to the Customer, notwithstanding any of the above; and

尽管有上述任何规定，客户应自行负责通知其自身，而银行有权(但无义务)依据客户向银行提交的该等文件或指示行事，而无须另行咨询客户；及

- (d) the Customer shall immediately notify the Bank in writing of any changes in relation to any Designated Entity or Designated Entity User's relationship with the Customer, including without limitation:

客户应立即以书面通知银行任何指定实体或指定实体用户与客户之关系所发生任何变更，包括但不限于：

- (i) any change to the nature or scope of such relationships;

该等关系的性质或范围的任何变更；

- (ii) if any Designated Entity ceases to be related to or an associate of the Customer;
任何指定实体不再与客户有关联关系或不再是客户的关联方；
- (iii) if there are any changes in shareholdings, control, and/or management of the Customer and/or any Designated Entity; and
客户和/或任何指定实体的股权、控制权和/或管理发生任何变更；及
- (iv) if there are any changes in relation to any contractual relationship between any Designated Entity, Designated Entity User, and the Customer.

如果任何指定实体、指定实体用户与客户之间的任何合同关系发生任何变更。

- 3.3 The Customer represents and warrants for the benefit of OCBC Group and undertakes to OCBC Group that the Customer shall procure and ensure that each Designated Entity and each Designated Entity User shall comply with and be bound by this Agreement as may be amended from time to time. Without prejudice to the generality of the foregoing, the Customer and each Designated Entity jointly and severally undertakes to procure and ensure at all times that:

客户为华侨银行集团的利益作出陈述和保证，并向华侨银行集团承诺，客户应促使并确保各指定实体及各指定实体用户遵守本协议及其不时的修订版本，并受本协议及其不时的修订版本的约束。在不影响上述规定的一般性效力的前提下，客户和各指定实体共同并个别地承诺，其将始终促使并确保：

- (a) each Designated Entity User's use of the Electronic Services is subject to and in accordance with this Agreement;

各指定实体用户对电子服务的使用受限于并按照本协议的规定进行；

- (b) each Designated Entity User's use of their Multi-Access Credentials is subject to and in accordance with the prevailing terms governing the use of such Multi-Access Credentials (including without limitation any terms governing Access Credentials generally); and

各指定实体用户对其多端访问凭证的使用受限于并按照管辖该等多端访问凭证使用的现行条款(包括但不限于管辖访问证书的任何一般条款)进行；及

- (c) the operation, access, and/or receipt of information relating to each Designated Account shall be subject to, and complies with, the terms and conditions applicable to the Customer.

操作、访问和/或接收关于每一指定账户的信息应受限于并遵守适用于客户的条款和条件。

- 3.4 Pending any notification by the Customer of any change in authorisations relating to any Designated Entity User (and/or where applicable, any change in authorisations relating to any Designated Entity or any Designated Entity's relationship with the Customer), and/or any approval of such notice by the Bank:

在客户通知与任何指定实体用户有关的授权变更(和/或在适用的情况下，与任何指定实体或任何指定实体与客户的关系有关的授权变更)和/或银行批准该等通知之前：

- (a) to the maximum extent permitted under Applicable Law, no member of OCBC Group shall be liable to the Customer, any Designated Entity, and/or any Designated Entity User for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with OCBC Group acting in accordance with any relevant existing mandate or Instruction; and

在适用法律允许的最大限度内，对于与华侨银行集团根据任何相关现有命令或指示行事相关的任何性质和以任何方式产生的任何事项(无论是合同、侵权、过失或者其他)相关的任何类型的任何和所有损失、责任、费用、支出、损害、权利主张、诉求或程序(无论是直接的、间接的还是后

果性的), 华侨银行集团旗下任何成员均不对客户、任何指定实体和/或任何指定实体用户承担任何责任; 及

- (b) without prejudice to the Bank's rights elsewhere in this Agreement, the Customer irrevocably and unconditionally agrees to indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents, from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs, and expenses (including without limitation all duties, taxes, and other levies and legal fees on a full indemnity basis), and any and all other liabilities of whatsoever nature or description howsoever arising which any person may sustain or incur directly or indirectly in connection with the OCBC Group acting in accordance with any relevant existing mandate or Instruction.

但不影响银行在本协议其他条款下的权利, 客户不可撤销且无条件地同意赔偿银行、其联属公司、子公司、分行(不论司法管辖地)、华侨银行集团旗下每一成员及其各自的管理人员、雇员、代名人和代理人遭受的、由任何主体因华侨银行集团根据任何相关现有命令或指示行事而直接或间接遭受或发生的所有索赔、要求、行动、讼案、程序、命令、损失(直接或间接的)、损害、费用和支出(包括但不限于在全额赔偿的基础上征收的所有关税、税项及其他征税和法律费用), 以及任何和其他任何性质或描述的责任。

- 3.5 The Customer further agrees and acknowledges that termination of any Designated Entity User's Access Credentials and/or any Designated Entity's Account with any member of OCBC Group and/or its access to any Electronic Services, may result in one or more or all Designated Entity Users ceasing to have access to the Designated Accounts.

客户进一步同意并确认, 终止任何指定实体用户的访问凭证和/或任何指定实体在华侨银行集团旗下任何成员处开立的账户和/或终止其对任何电子服务的访问可能导致一名或多名或所有指定实体用户停止访问指定账户。

- 3.6 For the avoidance of doubt, the Customer and Designated Entities each further agrees and acknowledges that any Designated Entity ("**Relevant Entity**") may, in its own capacity, apply to the OCBC Group to allow the Customer and its authorised users ("**Customer Users**") to access, receive information relating to, and/or operate such Relevant Entity's accounts with any member of OCBC Group, subject always to this Agreement and the Bank's approval of such application. Where such arrangement is approved by the Customer, Relevant Entity, and the relevant member of the OCBC Group, where only the Customer and the Customer Users access, receive information relating to, and/or operate such Relevant Entity's accounts with any member of OCBC Group, the Customer and the Relevant Entity each acknowledges and agrees that:

为免歧义, 客户和指定实体均进一步同意并确认, 任何指定实体("**相关实体**")可以自身身份向华侨银行集团申请, 允许客户及其授权用户("**客户用户**")在遵守本协议及银行对该等申请的批准的前提下, 访问、接收与该等相关实体在华侨银行集团旗下任何成员处开立的账户相关的信息, 和/或操作该等账户。在该等安排由客户、相关实体和华侨银行集团的相关成员批准的情况下, 且仅客户和客户用户访问、接收与该等相关实体在华侨银行集团旗下任何成员处开立的账户相关的信息, 和/或操作该等账户, 客户和相关实体均确认并同意:

- (a) any such access, receipt of information relating to, and/or operation of the Relevant Entity's accounts shall be governed by the terms of the Agreement entered into between the Relevant Entity and the Bank in respect of such accounts ("**Relevant Entity Agreement**");

任何该等访问、接收与相关实体账户有关的信息, 和/或对相关实体账户的操作, 应受相关实体与银行就该等账户所订立的协议("**相关实体协议**")条款的管辖;

- (b) the Customer agrees to comply with and be bound by such Relevant Entity Agreement as a "Designated Entity"; and

客户同意以"指定实体"的身份遵守该等相关实体协议并受之约束; 及

- (c) the aforesaid shall not affect any obligations of the Customer and Relevant Entity under this Agreement.

上述规定不得影响客户和相关实体在本协议项下的任何义务。

- 3.7 The Customer, the Designated Entities, and the Designated Entity Users each agree and acknowledge that the information available to them by virtue of the Electronic Service may be subject to the laws in force in each country or territory:

客户、指定实体及指定实体用户各自同意并确认，凭借电子服务向其提供的数据可能受各个国家或地区的现行法律所管辖：

- (a) where it is held, received, or stored by the OCBC Group, the Customer, any Designated Entity, or any Designated Entity User;

华侨银行集团、客户、任何指定实体或任何指定实体用户持有、接收或储存信息的地方；

- (b) from where it is accessed by the OCBC Group, the Customer, any Designated Entity, or any Designated Entity User; and/or

由华侨银行集团、客户、任何指定实体或任何指定实体用户访问的地方；和/或

- (c) through which it passes.

它所经过的地方。

The Customer, the Designated Entities, and the Designated Entity Users each agree and acknowledge that such information may be subject to disclosure pursuant to the laws of those countries and they each accept the consequences that may result from such disclosure.

客户、指定实体和指定实体用户各自同意并承认，根据这些国家的法律，此类信息可能会被披露，他们各自接受此类披露可能导致的后果。

- 3.8 As the Designated Accounts may include information about various individuals and about the Customer's business relations with the OCBC Group, the Customer agrees that statements released to comply with legal process may contain information regarding the Customer's relationship with these individuals and with the OCBC Group.

由于指定账户可能包含有关不同个人的信息以及有关客户与华侨银行集团的业务关系的信息，客户同意为遵守法律程序而发布的声明可能包含有关客户与这些个人以及与华侨银行集团的关系的信息。

- 3.9 This Clause 3 shall not affect any other terms that may apply to the Customer, any Authorised Users, Designated Entities, or any Designated Entity Users relating to the use of the Electronic Services (including without limitation in relation to the use of any Access Credentials generally) in respect of any Designated Account or other Account. In the event of any conflict or inconsistency, this Clause 3 shall prevail in respect of the access, operation, and/or receipt of information relating to any Designated Account to the extent of such conflict or inconsistency.

本第3条不应影响可能适用于客户、任何授权用户、指定实体、和/或任何指定实体用户的、与使用任何指定账户或其他账户的电子服务有关的任何其他条款(包括但不限于与使用任何访问凭证有关的一般条款)。如出现任何冲突或不一致之处，则在访问、操作和/或接收与任何指定账户有关的资料方面，以本第3条为准，但以该等冲突或不一致之处为限。

- 3.10 Unless otherwise specified or the context requires otherwise:

除非另有规定或文意另有所指，否则

- (a) in this Clause 3, any representations, warranties, obligations, and/or undertakings given by the Customer, a Designated Entity, and/or a Designated Entity User, shall be deemed to be given

jointly and severally by each of the Customer, Designated Entities, and Designated Entity Users, to each member of the OCBC Group; and

在本第 3 条中，由客户、指定实体和/或指定实体用户作出的任何陈述、保证、义务和/或承诺，应被视为由客户、指定实体和指定实体用户中的每一方共同和个别地向华侨银行集团旗下每位成员作出；以及

(b) in this Agreement:

在本协议中：

(i) an Authorised User shall be deemed to include a Designated Entity or a Designated Entity User; and

授权用户应被视为包括指定实体或指定实体用户；及

(ii) references to Access Credentials shall be deemed to include references to the corresponding and/or analogous Multi-Access Credentials.

凡提及访问凭证，应视为包括相应和/或类似的多端访问凭证。

4. INTELLECTUAL PROPERTY

知识产权

4.1 Where applicable and subject always to the Customer's continuing and full compliance with the Agreement, the Bank hereby grants to the Customer, a personal, revocable, non-sublicensable, non-exclusive, non-transferable licence to use any Software for the purposes of making and receiving Instructions and/or using any Products.

在适用情况下，并始终以客户继续充分遵守本协议为前提，银行特此向客户授权一项本人使用、可撤销、不可转授、非排他许可，可使用任何软件以做出和接收指示和 / 或使用任何产品。

4.2 The Customer acknowledges and agrees that the Bank has sole and exclusive ownership and rights including all Intellectual Property Rights in and to the Bank's Computer Systems, Electronic Services, Software, Access Credentials and any information, instructions, payment orders, messages and other communications transmitted by the Bank on the Customer's behalf, including, without limitation the Bank's website(s), and all contents and any updates thereof.

客户认可并同意，银行对银行的计算机系统、电子服务、软件、访问凭证以及银行代表客户传送的任何信息、指示、付款单、报文和其他通讯，包括但不限于银行网站及其所有内容与任何更新，拥有专属所有权与权利，包括其中全部知识产权。

4.3 The Customer agrees that:

客户同意：

(a) the Customer shall only use the Software in connection with the Agreement and in accordance with the Procedures and the Materials;

客户只可按照规定程序与材料使用本协议项下软件；

(b) the Customer shall notify the Bank immediately if it becomes aware of any unauthorised use of the Software; and

如果客户获悉擅自使用软件的情况，应立即通知银行；及

(c) the Customer shall not:

客户不得:

(i) alter or modify any Software;

变更或修改任何软件;

(ii) reverse engineer, decompile, reverse input or disassemble the Software; or

对软件的逆向工程、反编译、反向输入或破解; 或

(iii) assign, sub-licence, or otherwise transfer, publish or disclose the Software.

转让、转授或以其他方式转移、发布或披露软件。

5. COMMUNICATIONS AND INSTRUCTIONS

通讯与指示

5.1 The Customer agrees that each member of OCBC Group shall not be obliged to investigate or verify and shall not be responsible nor liable for investigating or verifying:

客户同意, 华侨银行集团旗下每一成员无义务调查或核实下列方面, 亦无须为调查或核实下列方面而承担责任:

(a) the authenticity, the authority or the identity of any persons effecting:

任何采取下列行动之人的真实性、权限或身份:

(i) any use of or access to the Electronic Services referable to, and/or any Instructions identified by, the Customer's or Authorised User's Access Credential or such other form or means of identification as may be specified by OCBC Group in its absolute discretion from time to time; or

由客户或授权用户访问凭证或华侨银行集团不时自行决定之其他识别形式或方式所引致的电子服务之使用或访问, 和 / 或所识别的任何指示; 或

(ii) any such use, access and/or Instructions initiated through software application, platform, website or other applications of a third party that OCBC Group has entered into arrangements with; or

经与华侨银行集团达成安排之第三方软件应用、平台、网站或其他应用而发起的任何该等使用、访问和 / 或指示; 或

(b) the authenticity, accuracy and completeness of such use, access and/or Instructions described in this Clause 5.1 of Section B.

第 B 部分第 5.1 条所述该等使用、访问和 / 或指示的真实性、准确性与完整性。

5.2 Any transactions or operations made or performed or processed or effected by with or through the use of the Electronic Services after the relevant cut-off time prescribed by the Bank will be entered, shown or recorded in the books and records of the Bank in accordance with such timelines as the Bank may determine in its sole and absolute discretion.

在银行规定之相关截止时间后通过使用电子服务而进行的任何交易或操作, 将按照银行不时自行决定之时间表, 列记到银行簿册与记录中。

6. EQUIPMENT

设备

If in connection with the Agreement, the Customer operates equipment (including hardware and security devices), the Customer agrees that:

如果客户根据本协议操作设备(包括硬件和安全设备)，客户同意：

- (a) it shall ensure the security, proper use and maintenance of the equipment;

其应确保设备的安全、正确使用和维护；

- (b) if the Bank supplies equipment:

如果银行提供设备：

- (i) the Bank shall remain the owner; and

银行仍为所有者；及

- (ii) the Customer is responsible for equipment supplied by the Bank and shall:

客户对银行提供的设备负责，且：

- (A) use it solely in the manner specified in the Materials and in connection with the relevant Product(s);

只可按材料中规定之方式用于相关产品之目的；

- (B) not to remove or modify any name or other identifying mark on the equipment; and

不得删除或修改设备上的任何名称或其他识别标记；及

- (C) maintain any equipment supplied by the Bank (at the Customer's expense) according to the applicable installation and operating manuals and to applicable building and electrical and code requirements;

根据相关安装与操作手册以及相关建筑电气规范要求，对银行提供的任何设备进行维护(费用由客户承担)；

- (c) if equipment not supplied by the Bank is to be used by the Customer:

如果客户将使用非由银行提供的设备：

- (i) the Customer shall only use equipment of a type approved by the Bank; and

客户只能使用经银行认可之型号的设备；及

- (ii) maintain equipment and use it in the manner specified in the Materials and Procedures and in connection with the relevant Product(s); and

对设备的维护和使用，仅可按相关产品中对于物品或流程的相关规定执行；及

- (d) the Customer shall use all reasonable endeavours to ensure that equipment operated by the Customer (whether or not supplied by the Bank) is virus-free and that no virus will be transmitted from the equipment as a result of the Customer's use of the equipment.

客户应尽一切合理努力，确保其操作的设备(无论是否由银行提供)无病毒，亦不会因其使用该等

设备而传播病毒。

7. ACCESS CREDENTIAL

访问凭证

- 7.1 Where applicable, any Access Credential may be made available by or on behalf of the Bank to the Customer and/or its Authorised User(s) who has applied to the Bank for the issue of the Access Credential in such manner as the Bank may deem appropriate and used in such manner as prescribed by the Bank from time to time at the Customer's own risk.

在适用情况下，银行或其代表可按照银行认为适当之方式，向客户和 / 或其授权用户(已向银行申请签发访问凭证)提供任何访问凭证，该等访问凭证须按照银行不时规定之方式加以使用，相关风险由客户自行承担。

- 7.2 The Customer agrees that:

客户同意：

- (a) the Access Credential shall only be used by:

访问凭证只能由以下人员使用：

- (i) the Authorised User of the Electronic Services to whom the Access Credential is made available to; or

获发访问凭证的电子服务授权用户；或

- (ii) such other Authorised User prescribed by the Bank;

银行规定的其他授权用户；

- (b) if the Authorised User to whom the Access Credential is given, made available or prescribed by the Bank for use by such Authorised User, is no longer authorised to use the Access Credential, the Customer shall immediately notify the Bank and notwithstanding such notification, the Customer shall be liable for and indemnify the Bank against any transactions performed or effected by the Authorised User or any other person using the Access Credential issued, made available or prescribed by the Bank for use by any Authorised Users;

如果获发访问凭证或银行规定的授权用户不再获授权使用访问凭证，客户应立即通知银行，但即便做出该等通知，对于由授权用户或按规定使用访问凭证的任何其他人所做任何交易，客户仍须承担责任，并做出赔偿；

- (c) the Customer shall notify the Bank immediately upon receipt of any data and information through Electronic Services which is not intended for the Customer. The Customer agrees that all such data or information shall be deleted from the Customer's Computer System immediately;

如果电子服务收到原本并非发送给客户的任何数据和信息，客户应立即通知银行。客户同意立即将所有该等数据或信息从客户的计算机系统中删除；

- (d) the Customer shall, and shall procure its Authorised Users, exercise reasonable care to prevent the loss, disclosure or unauthorised use of any Access Credential (including any Physical Credential);

客户应尽合理注意义务并促使其授权用户尽合理注意义务，防止遗失、披露或擅自使用任何访问凭证(包括任何实物凭证)；

- (e) the Customer shall be responsible and liable for any disclosure or unauthorised use of, any Access Credential and/or any information of the Account(s) by the Customer or its Authorised User or any other person;

如果客户或其授权用户或任何其他人士披露或擅自使用任何访问凭证和 / 或任何账户信息, 客户须对此承担责任;

- (f) in the event the Physical Credential is lost, stolen, mislaid, disclosed, and/or the Access Credential is closed or discovered by any other party, the Customer shall immediately notify the Bank of the loss and/or immediately change the Access Credential; and

如果实物凭证遗失、被盗、错置、泄露, 和 / 或访问凭证关闭或被任何其他方发现, 客户应立即通知银行和 / 或立即更改访问凭证; 及

- (g) the Bank shall be entitled from time to time, in its sole and absolute discretion and without giving any reason whatsoever and without prior notice to the Customer, change, de-activate and/or revoke the use of the Access Credential and shall not be liable or responsible for any loss or damage suffered by or caused to the Customer or arising out of or connected with or by reason of such change, deactivation or revocation.

银行有权不时自行决定更改、取消和 / 或撤回使用访问凭证, 无须做出任何解释, 亦无须事先通知客户; 对于客户因该等更改、取消或撤回而蒙受或产生的任何损失或损失, 银行无须承担责任。

8. ADDITIONAL DISCLAIMERS OF LIABILITY

附加免责声明

8.1 The Customer agrees that:

客户同意:

- (a) the Electronic Services, Software and Access Credentials are provided on an "As is" and "As available" basis with no warranty of any kind (whether implied or otherwise); and

电子服务、软件及访问凭证按"原状"和"现有"原则提供, 不作任何类型之保证(无论默示或其他); 及

- (b) no warranties, whether implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, freedom from computer virus or malicious code, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, are given by the Bank in connection with the Electronic Services, Software, Access Credential(s), any communication, processing or transaction system provided and/or used by the Bank, and the information and materials contained in the Bank's website for accessing the Electronic Services, including text, graphics, links or other items.

对于电子服务、软件、访问凭证、银行提供和 / 或使用的任何通讯、处理或交易系统, 以及银行网站中所含用于访问电子服务的信息和材料, 包括文本、图片、链接或其他事项, 银行不作任何保证, 无论默示、明示或法定, 包括但不限于有关不侵犯第三方权利、所有权、质量满意、准确性、充分性、完整性、及时性、适销性、无计算机病毒或恶意代码、货币、可靠性、性能、安全、适合特定目的、持续可用性或与其他系统或服务之互操作性等方面的保证。

8.2 While the Bank will use its best endeavours to ensure that all information transmitted using the Electronic Services is secure and cannot be accessed by unauthorised third parties, the Bank does not warrant the security of any information transmitted by or to the Customer using Electronic Services.

银行将尽其最大努力确保通过电子服务传送的所有信息都是安全的, 不会被未经授权的第三方访问, 且银行不保证通过电子服务传送给客户或由客户传送的任何信息是安全的。

- 8.3 Without prejudice to the generality of the exclusions of liability in Section A and notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted under Applicable Law, no member of OCBC Group shall be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer in connection with any Account or Product, including without limitation in connection with and/or arising from:

在不影响第 A 部分中责任免除之一般性的前提下, 即便本协议中做出任何相反规定, 在适用法律允许的最大范围内, 对于客户因任何账户或产品而蒙受或产生的任何费用、损失、损害、责任或其他后果, 华侨银行集团旗下任何成员无须承担责任, 包括但不限于因下列情形而产生或与之相关:

- (a) the Customer's use of or inability to use any Electronic Services and/or Access Credentials;

客户使用或无法使用任何电子服务和 / 或访问凭证;

- (b) any incompatibility, malfunction, delay, computer viruses or other malicious code, malfunction or breakdown in:

下列方面出现任何不兼容、故障、延迟、计算机病毒或其他恶意代码:

- (i) the Electronic Services;

电子服务;

- (ii) the Software;

软件;

- (iii) any equipment supplied to the Customer by any member of OCBC Group;

由客户提供给华侨银行集团旗下任何成员的任何设备;

- (iv) the Customer's Computer System or hardware or any other device; and/or

客户的计算机系统或硬件或任何其他设备; 和 / 或

- (v) any equipment, network, system, Computer System, or software (including any Access Credential) used in connection with Electronic Services, whether belonging to the Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, internet service, telecommunication or other communications network or system or any part of the electronic fund transfer system;

电子服务使用的任何设备、网络、系统、计算机系统或软件(包括任何访问凭证), 无论是否属于银行, 包括但不限于任何电子终端、服务器或系统、电信设备、连接、电力、电源、互联网服务、电信或其他通讯网络或系统或电子资金转账系统的任何部分;

- (c) OCBC Group's provision of Electronic Statement(s) and the Electronic Transaction History to the Customer;

银行向华侨银行集团提供电子对账单和电子交易历史;

- (d) any use (whether or not authorised by the Customer), misuse or unauthorised use of any Access Credential and/or Electronic Services to do any act whatsoever;

使用(无论客户是否授权)、滥用或未经授权使用任何访问凭证和 / 或电子服务以做出任何行为;

- (e) any loss, theft or disclosure of any Access Credential;

任何访问凭证遗失、被盗或泄露;

- (f) any products, services, software and/or content obtained, and/or purchased from or rendered by any third party service provider(s)/parties available from, accessible through or provided as part of, ancillary to or in conjunction with the Electronic Services including without limitation any failure by such third party service provider(s)/parties to deliver, maintain and/or support the same;

从任何第三方服务提供商处获取和 / 或购买或由任何第三方服务提供商提供、随同电子服务提供或通过电子服务可获取的任何产品、服务、软件和 / 或内容, 包括但不限于该等第三方服务提供商未能交付、维持和 / 或支持该等产品、服务、软件和 / 或内容;

- (g) any unauthorised access to, destruction or alteration of Instructions or any other data or information transmitted or received through Electronic Services;

擅自访问、销毁或更改指示或通过电子服务传送或接收的任何其他数据或信息;

- (h) any unauthentic, inaccurate, duplicated, incomplete, out-of-date and erroneous transmission of Instructions that might be transmitted through any media, or transmission by OCBC Group of any data or information through the Electronic Services, or the sharing of any information provided through the Electronic Services, by the Customer or its Authorised User; and/or

通过任何媒介传送的任何指示不真实、不准确、重复、不完整、过时或错误, 或华侨银行集团通过电子服务传送任何数据或信息, 或客户或其授权用户共享通过电子服务提供的任何信息; 和 / 或

- (i) any failure by the Customer to follow the latest or current instructions, procedures and directions for using Electronic Services and/or any refusal by OCBC Group to act as a result thereof.

客户未能遵守有关使用电子服务之最新或现行指示、程序及指令, 和 / 或华侨银行集团因此而拒绝执行。

- 8.4 Where any Physical Credential issued by the Bank to a Customer is retained by or in any automated teller machine or any automated cash deposit machine or any card institution or other bank or financial institution or any electronic machines or any person approved by the Bank or is kept or retained by any card institution or bank of financial institution or by any person operating any electronic machines approved by the Bank, the Bank shall not be responsible or liable for any loss or damage suffered by the Customer or for any withdrawals or transactions made, performed, processed or effected with, by or through, the use or purported use of the Physical Credential issued by the Bank and the Bank shall only be liable to refund to the Customer the residual monetary face value of the Physical Credential returned to or received by the Bank at the date of such receipt.

银行签发给客户的任何实物凭证在任何自动柜员机、自动现金存款机、卡机构、其他银行或金融机构、电子设备或经银行批准的任何人处保留, 或由任何卡机构、银行或金融机构或经银行批准操作电子设备之人保存或保留的, 对于客户所遭受的任何损失或损害, 以及通过使用或据称使用银行出具之实物凭证而进行的任何取款或交易, 银行无须承担责任, 银行只须向客户退还在收讫当日退回或所收实物凭证的剩余票面价值。

9. ADDITIONAL INDEMNITIES

额外赔偿

Without prejudice to the generality of the indemnities given by the Customer in Section A, the Customer shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims demands actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which they may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement, any Account or Product, including without limitation:

在不影响第 A 部分中客户所作赔偿之一般性的前提下，客户应及时向银行或其关联人、子公司、分支机构（不论在哪个管辖区）、华侨银行集团旗下每个成员及他们各自高级管理人员、员工、代名人和代理人赔偿其直接或间接因签署、履行或执行本协议或任何其他协议、任何账户或产品而蒙受或产生的所有索赔、要求、诉讼、损失（直接或后果性）、损害、成本与费用（包括所有税款、其他征费和法律费用），以及任何其他责任，包括但不限于：

- (a) the use of the Electronic Services, any Access Credential, any device through which any of the Electronic Services are accessed by the Customer, its Authorised User or any third party, or any sharing of any information provided through the Electronic Services, by the Customer or its Authorised User, including without any limitation, all liabilities, losses and damages arising from the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any Account(s) and/or the receipt or payment of any monies;

客户或其授权用户或任何第三方使用电子服务、任何访问凭证或访问电子服务所用任何设备，或客户或其授权用户共享通过电子服务所提供的任何信息，包括但不限于因访问任何账户信息、任何资金转账和 / 或进行任何账户相关银行交易和 / 或收取或支付任何款项而产生的所有责任、损失与损害；

- (b) the access of any account information, transfer of any funds and/or performance of any banking transactions in connection with any Account(s) and/or the receipt or payment of any monies belonging to the Customer, whether or not authorised by the Customer;

访问任何账户信息、任何资金转账和 / 或进行任何账户相关银行交易和 / 或收取或支付任何属于客户的款项，无论客户是否授权；

- (c) the use, misuse or purported use or misuse of the Electronic Services, due to failure of software or failure of security or failure of computer peripherals not provided by the Bank; and/or

由于软件故障、安全问题或银行未提供计算机外围设备而导致使用、误用或据称使用或误用电子服务；和 / 或

- (d) any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access introduced by the Customer, which may interfere with or compromise the security when using Electronic Services.

旨在容许擅自访问的任何计算机病毒或其他恶意或破坏性代码、代理、程序、宏指令或其他软件程序或硬件成分，这些在使用电子服务时可能会干扰或影响到其安全性。

SECTION C: DEFINITIONS AND INTERPRETATION

第 C 部分：定义与解释

1. DEFINITIONS

定义

1.1 In these Terms the following words and expressions shall have the following meanings:

在本条款中，下列词汇与表述应具有以下赋予之涵义：

Access Credential
访问凭证

means any form of identification, token or device (whether electronic or otherwise), issued, prescribed and/or enrolled by or on behalf of the Bank for use by the Customer and/or its Authorised Users in accessing the Accounts, Products, Electronic Services and/or to facilitate any actions in connection thereto;

系指由银行或其代表签发、订明和 / 或登记的任何识别形式、令牌或装置 (无论是电子或其他), 供客户和 / 或其授权用户用于访问账户、产品、电子服务和 / 或便于开展相关行动;

Account
账户

means such account(s) which the Customer may have with the Bank (regardless of the country in which such account(s) was opened) whether alone or jointly with any other person(s) and includes savings account, current account, time deposits, structured deposits and any other type of account which may be offered by the Bank from time to time;

系指客户在银行开立的账户(不论该等账户在哪个国家开立), 无论是单独或联合任何其他人士, 包括储蓄账户、活期账户、定期存款、结构性存款和银行不时提供的任何其他账户;

Agreement
协议

means, subject to Clause 1 of Section A, these Terms, any applicable Product Addendum, any applicable Local Addendum and any applicable Documentation;

在遵守第 A 部分第 1 条之规定的情况下, 系指本条款、任何相关产品附录、任何相关当地附录和任何相关文件;

Applicable Laws
适用法律

means, with respect to any person, any and all applicable constitutions, treaties, conventions, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction, regardless of jurisdiction, as amended or modified from time to time, and to which such person is subject, including without limitation such of the foregoing as relates to anti-money laundering and counter-financing of terrorism;

就任何人而言, 系指由政府、法定、监管、行政、监督或司法当局或机构 (包括但不限于任何相关证券交易所或证券委员会) 或任何主管法院、仲裁员或法庭做出或颁布的任何及所有相关宪法、条约、公约、法规、法律、附例、条例、法典、规则、裁定、判决、普通法规则、命令、法令、裁决、禁令或任何形式之决定或要求, 不时修订或更改, 包括但不限于上述与反洗钱和反恐融资有关的法律法规;

Authorised User
授权用户

means a person for the time being authorised in writing by the Customer to operate, access and/or receive information relating to, any or all the Accounts or (for the purpose of the OCBC Teller Platform) a person representing the Customer at any of the Bank's branches;

指客户书面授权操作、接触和/或接收有关任何或所有账户, 或(为华侨银行柜员平台目的), 在银行的任何分行代表客户的任何人士;

Bank
银行

means:
系指:

- (i) in the context of a particular Account, the member of the OCBC Group or the relevant branch thereof with which such Account is or is to be opened; and

就某一特定账户而言, 系指开立或拟开立该等账户的华侨银行集团旗下成员或其相关分支机构; 及

- (ii) in the context of a particular Product, the member of the OCBC Group or the relevant branch thereof which provides or is to provide such Product;

就某一特定产品而言，系指提供或拟提供该等产品的华侨银行集团旗下成员或其相关分支机构；

Bank Information
银行信息

means the Products, Software, Intellectual Property Rights, Materials, data and any information provided to or obtained by the Customer in connection with the Agreement;

系指根据本协议提供给客户或由客户获取的产品、软件、知识产权、材料、数据及任何信息；

Business Day
工作日

means a day on which the Bank is open for business in the jurisdiction(s) where the applicable Account is held or Product is provided and:

系指持有相关账户或提供相关产品所在管辖区内银行对外营业的日子，且就该管辖区而言：

- (i) where an Instruction or communication is being submitted, the jurisdiction to which such Instruction or communication is submitted;

提交任何票据或通函的，系指提交该等票据或通函所在管辖区；

- (ii) where a payment is being made or received, the jurisdiction of the relevant currency; and

支付或接收任何款项的，系指相关货币对应管辖区；及

- (iii) where a payment is being made to a particular account, the jurisdiction in which that account is located;

向某一特定账户支付款项的，系指该等账户所在管辖区；

Computer System
计算机系统

means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems, telecommunications systems, automated systems and operations;

系指全部或部分通过电子方式操作或处理的任何计算机硬件或软件或任何设备，包括信息技术系统、电信系统、自动化系统及操作；

Correspondence
通函

means any statement, advice, confirmation, notice, notification, demand and all other correspondence by the Bank under the Agreement;

系指银行在本协议项下发出的任何声明、通知、确认函、要求书及所有其他函件；

Customer
客户

means the person or persons named in the Documentation and includes its successors, permitted assigns and personal representatives;

系指文件中具名之人及包括其继承人和获准受让人及个人代表；

Customer Users
客户用户

is defined in Clause 3.6 of Section B;

定义见第 B 部分第 3.6 条。

Designated Account
指定账户

means each Account which the Customer may have with OCBC Group, and which the Customer designates for and which OCBC allows for use with the Electronic Services to enable Designated Entities and Designated

Entity Users to access, receive information relating to such Account, and/or operate such Account;

系指客户在华侨银行集团可能开设的、客户指定的且华侨银行允许与电子服务一起使用的账户，以使指定实体和指定实体用户能够访问该等账户、接收与该等账户有关的信息和/或操作该等账户；

Designated Entity
指定实体

means an account holder with OCBC Group authorised in writing by the Customer to access, receive information relating to, and/or operate the Designated Accounts, which may include any of the Customer's related corporations or such other entity that is approved by the Bank for this purpose in the Bank's sole and absolute discretion;

系指经客户书面授权，访问、接收指定账户信息和/或操作指定账户的华侨银行集团账户持有人，该等账户持有人可能包括客户的任何关联企业或本行自行决定批准为此目的其它实体；

Designated Entity User
指定实体用户

means a person authorised by a Designated Entity to access, receive information in relation to, and/or operate any of the Designated Entity's Accounts via the Electronic Services;

系指经指定实体授权，通过电子服务访问该指定实体的任何账户、接收与该指定实体的任何账户相关的信息和/或操作该指定实体的任何账户的人员；

Documentation
文件

means any account opening form, application form or similar documentation (whether physical, electronic or otherwise) signed by or for and on behalf of the Customer in connection with the provision of one or more Accounts or Products as may be amended by the OCBC Group from time to time;

系指任何开户表、申请表或类似文件(无论是实物、电子或其他)，由客户或其代表签署，与提供一个或多个账户或产品有关，并可能由华侨银行集团不时修订；

Electronic Services
电子服务

means:

系指

- (i) any electronic and/or digital services, products, feature facilities and/or functionalities provided by the Bank to the Customer from time to time, including without limitation any card-related facilities, and any electronic computerised or telecommunication devices or modes of opening accounts; and/or

银行不时向客户提供的任何电子和 / 或数字服务、产品、设施和 / 或功能，包括但不限于任何与卡相关的设施，以及任何电子计算机化或电信设备或开户方式；和 / 或

- (ii) any application, software, website, or other digital tools provided by the Bank for Customers to access and/or use any Electronic Services, as well as including the services, functions, information and/or any other material (including without limitation data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Bank;

银行提供给客户使用和 / 或访问电子服务的任何应用程序、软件、网站或其他数字工具，包括银行或其代表据此显示或提供的服务、功能、信息和 / 或任何其他材料(包括但不限于数据、数据库、文本、

图形、照片、动画、音频、音乐、视频、链接、电话功能或其他内容);

Electronic Statement 电子对账单	means any Statement of Account in electronic form; 系指电子形式的任何对账单;
Electronic Transactions History 电子交易历史	means any record of the transactions performed in respect of Accounts, including without limitation savings or current Accounts, during a specified period; 系指账户相关交易记录, 包括但不限于某一特定时期内的储蓄或往来账户的交易记录;
Foreign Currency 外币	means any currency other than the currency of the country in which the relevant Account is opened; 系指开立相关账户所在国货币以外的任何其他货币;
Instructions 指示	means all instructions given (whether in person, by telephone, facsimile, email or any other electronic means (including through the Electronic Services) or otherwise), including without limitation the presentation of any Instrument or other payment instructions, to the Bank for or in connection with the operation of the Account(s) and/or Product(s); 系指为操作账户和 / 或产品而发送给银行的所有指示(无论是亲自、电话、传真、电子邮件或任何其他电子方式(包括通过电子服务)或其他), 包括但不限于提交任何票据或其他付款指示;
Instrument 票据	means any cheques, drafts, promissory notes, bills of exchange and other instructions or orders for payment or collection and instruments which are deposited with the Bank for collection; 系指存入银行供托收的任何支票、汇票、本票及其他付款或托收指示;
Intellectual Property Rights 知识产权	means throughout the world and for the duration of the rights: 在全球范围内, 系指: (a) patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or product information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect; 专利、商标、服务商标、标识、商业名称、品牌名称、互联网域名、设计权、版权(包括计算机软件权)和人身权、数据库权、半导体布版图权、实用新型、商业秘密、发明、专有技术、机密、商业、技术或产品信息等知识产权, 在每种情况下, 无论注册与否, 包括注册申请, 以及具有同等或类似效力的所有权利或保护形式; (b) any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; 因网络安全、商业、工业、科学、文学和艺术领域智力活动而产生的任何其他权利, 无论是否涉及制成品或服务; (c) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above;

许可、同意、命令、法规或其他与上述(a)项下权利相关之权利；

(d) rights of the same or similar effect or nature as or to those in subparagraphs (a) and (c) which now or in the future may subsist; and

与(a)项和(c)项中现在或将来可能存在的权利具有相同或类似效力或性质之权利；及

(e) the right to sue for infringements of any of the foregoing rights;

对侵犯上述任何权利提起诉讼之权利；

Internet
互联网

means the ubiquitous global network of computers, telecommunications and software which facilitates communication, electronic or otherwise, between person(s) and machines;

系指由计算机、电讯和软件组成的全球网络，便于人与机器之间通讯，无论是电子或其他方式；

Internet Service Provider
互联网服务提供商

means any Internet access service provider and/or any other parties that provides Internet access to the Customer;

系指任何互联网接入服务提供商和 / 或向客户提供互联网接入的任何其他方；

Liabilities
负债

all monies owing by the Customer to the Bank howsoever arising and whether actual, contingent, primary, collateral, several or joint;

系指客户欠银行的所有款项，无论如何产生，亦无论实际、或有、主要、附随、个别或共同；

Local Addendum
当地附录

means any addendum to these Terms documenting the local-specific terms and conditions applying to certain Account(s) and/or Product(s) as may be supplemented, amended, updated or replaced from time to time;

系指本条款的任何附录，载述适用于特定账户和 / 或产品的地方相关条款与条件，不时补充、修订、更新或替换；

Local Currency
本币

means the currency of the country in which the relevant Account is opened;

系指开立相关账户所在国货币；

Materials
材料

means any user guides, manuals, data, processes and other documentation supplied to the Customer which may be modified by the Bank from time to time;

系指银行提供给客户且可能会不时修改的任何用户指南、手册、数据、程序及其他文件；

Multi-Access Credential or MAC
多端访问凭证或 MAC

means any Access Credential issued or prescribed by or on behalf of the OCBC Group for use by a Designated Entity or Designated Entity User to access, receive information in relation to, and/or operate (including without limitation issue Instructions) any of the Customer's or Designated Entity's Accounts;

系指华侨银行集团自行或由他方代表华侨银行集团签发或开具的，供指定实体或指定实体用户使用，以访问客户或指定实体的任何账户、接收与该等账户相关的信息和/或操作(包括但不限于发出指示)客户或指定实体的任何账户的任何访问凭证；

OCBC Group 华侨银行集团	means Oversea-Chinese Banking Corporation Limited and its related corporations, as well as their respective branches, representatives and/or agents and shall include their successors and assigns; 系指华侨银行有限公司及其关联公司，以及他们各自分支机构、代表处和 / 或代理人，包括其继承人和受让人；
Physical Credential 实物凭证	means any physical Access Credential; 系指任何实物访问凭证；
Pricing Guide 费率表	means any document(s) (whether electronic or otherwise) published or made available by the Bank and/or communicated to the Customer that set out the charges to be imposed on the Customer by the Bank in certain circumstances; 系指银行公布或提供给客户和 / 或传达给客户的任何文件(无论电子或其他)，列明银行在某些情况下将要向客户收取的费用；
Procedures 程序	means any procedure and practice specified by the Bank from time to time in its sole and absolute discretion; 系指银行不时自行决定之任何程序与实践；
Product 产品	means any product (including without limitation any banking products), service (including without limitation the Electronic Services and any banking services) and assistance provided by the Bank from time to time to the Customer on such terms and conditions as may be determined by the Bank in its sole and absolute discretion; 系指由银行按照其不时自行决定之条款与条件提供给客户的任何产品(包括但不限于任何银行产品)、服务(包括但不限于电子服务及任何银行服务)及协助；
Product Addendum 产品附录	means any addendum to these Terms documenting the specific terms and conditions applying to certain Product(s) as may be supplemented, amended, updated or replaced from time to time; 系指本条款的任何附录，载述适用于特定产品的相关条款与条件，不时补充、修订、更新或替换；
Relevant Entity 相关实体	is defined in Clause 3.6 of Section B; 定义见第 B 部分第 3.6 条。
Relevant Entity Agreement 相关实体协议	is defined in Clause 3.6(a) of Section B; 定义见第 B 部分第 3.6(a)条。
Relevant Jurisdiction 相关管辖区	is defined in Clause 15.16 of Section A. 定义见第 A 部分第 15.16 条。
Relevant Person 相关人员	means any bank, service providers, Internet Service Providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or card institution involved in the Electronic Services from time to time and any person using (whether or not authorised) such Electronic Services; 系指不时涉及电子服务的任何银行、服务提供商、互联网服务提供商、数字证书签发机构、认证机构、电子、计算机、电信、金融或卡机构，以及使用该等电子服务(无论是否授权)的任何人；

Restricted Person
受限制人士

means, at any time:

系指在任何时候:

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;

制裁机构保存的任何制裁相关指定人员名单中列出的任何人士;

- (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or

在受制裁国家运营、组织、居住、设立、注册或合法居留的任何人;
或

- (c) any person controlled or majority owned by, or acting on behalf of or under the direction of, a person described in the foregoing subparagraph (a) or (b);

由上述第(a)款或第(b)款所述人员控制或拥有多数股权的人士, 或代表上述人员或在上述人员的指示下行事的人士;

Sanctioned Country
被制裁国家

means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine;

系指在任何时候成为任何全面或全国性或领土性制裁对象或目标的国家或领土, 包括但不限于朝鲜、伊朗、叙利亚、古巴和乌克兰克里米亚地区;

Sanctions
制裁

means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

系指由以下人员不时制定、实施、管理或执行的任何贸易、经济或金融制裁、禁运或限制措施或相关法律或法规:

- (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;

美国政府, 包括由美国财政部或美国国务院外国资产控制办公室管理的政府机构;

- (b) the United Nations Security Council;

联合国安全理事会;

- (c) the European Union and any European Union member state;

欧盟和任何欧盟成员国;

- (d) the United Kingdom;

大不列颠联合王国;

- (e) the Monetary Authority of Singapore; or

新加坡金融管理局; 或

any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Customer

and/or the Bank (whether based on jurisdiction of incorporation or place of trade, business or other operational activities) or (ii) transactions contemplated by this Agreement), (each, a "**Sanctions Authority**").

任何其他相关政府机构(为免生疑问, 包括对(i)客户和/或银行(无论是基于公司注册地或贸易地点、业务或其他经营活动的管辖权)或(ii)本协议规定的交易, 具有管辖权的政府机构)(分别称为一个"**制裁机构**").

Software
软件 means any software made available to the Customer by or on behalf of the Bank;

系指银行或其代表提供给客户的任何软件;

SSO Service is defined in Clause 3.1 of Section B;

SSO 服务 定义见第 B 部分第 3.1 条。

Statement of Account
对账单 means a statement of account, which may be in paper, electronic or such other form as the Bank may determine;

系指纸质、电子或银行决定之其他形式的对账单;

Third Party
第三方 means any independent contractor, agent or other person (including any intermediary or partner bank) wheresoever located which provides any service (including administration, information technology, payment, securities clearance, credit investigation or debt collection service) or product to or on behalf of any member of the OCBC Group; and

系指向华侨银行集团旗下任何成员或其代表提供任何服务((包括管理、信息技术、支付、证券清算、征信调查或收债服务)或产品的独立承包商、代理人或其他人(包括中间行或合作银行); 及

Time Deposit
定期存款 refers to the fixed deposit placed by the Customer with the Bank.

系指客户存放在银行的定期存款。

2. INTERPRETATION

解释

2.1 Unless otherwise specified or the context requires otherwise, in the Agreement:

除非另作规定或上下文另有要求, 在本协议中:

(a) any reference to "Terms", "Agreement", "Product Addendum", "Local Addendum" or "Documentation" includes all addendums thereto, and all amendments, additions and variations thereto;

凡提及"条款"、"协议"、"产品附录"、"当地附录"或"文件"均包括其所有附录, 以及其所有修订、增补和变更;

(b) a reference to a time of day is a reference to the time of date at the place where the relevant branch of the Bank or member of the OCBC Group is providing the relevant Product or holding the relevant Account;

凡提及时间系指银行相关分支机构或华侨银行集团旗下成员提供相关产品或持有相关账户所在地时间;

(c) words denoting the singular number shall include the plural and vice versa;

单数词汇包括复数涵义, 反之亦然;

- (d) words importing persons shall include firms, corporations, partnerships, sole proprietors, consortiums, societies, associations, business units and such other organisations set up solely for business purposes;

凡提及人应包括商号、公司、合伙企业、独资企业、财团、社团、协会、事业单位，以及其他纯粹为商业目的而设立的组织；

- (e) any reference to a statute, statutory provision, law, by-laws, regulation, rule, decree, directive, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, by-laws, regulations, rules, decrees, directives, statutory instruments or orders made or issued pursuant to it;

凡提及法令、法定条文、法律、附例、法规、规则、指令、法定文书或命令均包括其任何修订、更改、合并、替换或重新颁布案，以及据其做出或颁布的所有法令、法定条文、法律、附例、法规、规则、指令、法定文书或命令；

- (f) section headings, clause headings and sub-headings are for convenience only and shall not affect the construction of the Agreement;

章节标题、条款标题和副标题仅为方便而设，不影响本协议之解释；

- (g) without prejudice to the Customer's obligations under the Agreement to ensure that its communications and/or Instructions comply with certain procedural, security and other requirements, where a provision in the Agreement requires information or communications to be written, in writing, to be presented in writing or provides for certain consequences if it is not, an electronic record satisfies that requirement if the information contained therein is accessible so as to be usable for subsequent reference; and

在不影响本协议项下客户有关确保其通讯和 / 或指示符合某些程序、安全及其他要求之义务的情况下，本协议中某项条款要求信息或通讯采用书面形式提交或规定未采用书面形式时之后果的，如电子记录内所载信息可供日后查阅，则该等记录即属符合该项要求；及

- (h) the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words, and the words "include", "includes", "including" and similar expressions shall be deemed to be followed by the words "without limitation".

"其他"和"其他方式"不应视为与前述任何词汇等同，"包括"及类似表述应视为后跟"但不限于"。

2.2 Unless otherwise specified or the context requires otherwise, in these Terms:

除非另作规定或上下文另有要求，在本条款中：

- (a) any references to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to these Terms; and

除非另有规定，凡提及条款和附录应系指本条款之条款与附录；及

- (b) Section B shall not limit the construction of or prejudice the applicability and/or generality of Section A and the provisions of Section A shall also govern the provision of Electronic Services.

第 B 部分并不限制第 A 部分的解释，亦不影响第 A 部分的适用性和 / 或一般性，第 A 部分之规定亦适用于提供电子服务。



SINGAPORE LOCAL ADDENDUM

新加坡本地附录

This document comprises a 'Local Addendum' as referred to and defined in the OCBC Business Account Terms and Conditions ("**Terms**"). It contains local-specific terms and conditions on which the Bank provides the Customer with Account(s) and/or Product(s) in Singapore.

本文件包含华侨银行商业账户条款与条件(“**条款**”)中提及和定义的“本地附录”，其中载述本行在新加坡向客户提供账户和/或产品时所依据的本地特定条款与条件。

Unless otherwise defined in this Local Addendum, capitalised terms used in this Local Addendum shall have the meanings given to them in the Terms.

除本地附录另有规定外，本地附录中使用的大写术语应具有条款中赋予的含义。

This Local Addendum supplements the Terms. Any conflict or inconsistency between this Local Addendum and the Terms shall be resolved by reference to Clause 15.4 of Section A of the Terms.

本地附录是对条款的补充。本地附录与条款之间任何冲突或不一致，应参照条款第 A 部分第 15.4 条予以解决。

1. INDIVIDUAL/JOINT ACCOUNTS

个人/联名账户

- 1.1 The Joint Account holders in whose names any Joint Account is opened shall be jointly and severally liable for all liabilities incurred in connection with such Joint Account. Without prejudice to the generality of the provisions in the Terms, each such Joint Account holder agrees that:

联名账户持有人(共同开立联名账户)对账户相关债务负连带责任。在不影响条款规定之一般性的前提下，每个联名账户持有人同意：

- (a) where the Joint Account is operated with a single signing authority, the Bank shall be entitled (but not obliged) in its sole and absolute discretion to accept and act on any Instruction from any one of the Joint Account holders, and such Instructions will be binding on the other Joint Account holders;

如联名账户执行单一签署权限，本行应有权(但无义务)酌情接受任何联名账户持有人的指示并按其行事，该等指示对其他联名账户持有人具有约束力；

- (b) where the Joint Account(s) is/are operated with joint signing authority, oral instructions will not be accepted by the Bank. Any written instructions may be given by the Account(s) holders in one or more counterparts, all of which when taken together shall constitute one and the same document;

如联名账户执行联合签署权限，本行将不接受口头指示。账户持有人可发出一份或多份书面指示，共同构成同一份文件；

- (c) upon notice of the death of any one of the Joint Account(s) holders (except in the case of joint accounts designated as "in-trust-for" accounts), the Bank shall be entitled to pay the credit balance in the Joint Account(s) to the survivor, and if there is more than one survivor, to the survivors in their joint names, provided that prior to such payment, the indebtedness of any or all of the Joint Account(s) holders to the Bank shall first be set-off from the said credit balance such that the credit balance after set-off (if any) is held for the benefit of the survivor(s). Payment as

aforesaid by the Bank to the survivor(s) shall constitute a valid, full and effectual discharge and release of the Bank's obligations to any and all of the Joint Account(s) holders, and the Bank shall not be required to enquire, investigate or hold any credit balance in the Joint Account(s) if there arises competing claims to the same;

收到有关任何一位联名账户持有人去世的通知后(指定为“代管”账户的联名账户除外), 本行有权将联名账户内贷方余额支付给在世的联名账户持有人, 若有多位联名持有人在世, 则以其联合名义支付, 惟在支付前, 应先从贷方余额中抵消任何或全体联名账户持有人对本行的债务, 确保抵消(如适用)后贷方余额为在世的联名账户持有人之利益而持有。本行向在世的联名账户持有人支付上述款项, 应构成有效解除本行对任何及全体联名账户持有人的义务。如联名账户出现竞争性债权, 本行无须查询、调查或持有该联名账户的任何贷方余额;

- (d) the Joint Account(s) holder, their estate, their Appointed Representative, together with the other Joint Account(s) holders, undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from:-

联名账户持有人、其遗产继承人、指定代表, 连同其他联名账户持有人, 承诺向本行赔偿因下列情况而产生的所有索赔、成本、开支、损失和损害:

- (i) the payment of the credit balance in the Joint Account(s) to the survivor(s) in the manner as stated in this Clause 1;

本行按第 1 条规定之方式, 向在世的联名账户持有人支付联名账户内贷方余额;

- (ii) the Bank accepting and executing any instruction of the Appointed Representative or any instruction of the other Joint Account holder(s) who is not mentally incapacitated in the manner as stated in this Clause 1; and/or

本行按第 1 条规定之方式, 接受并执行指定代表的任何指示, 或精神上未丧失行为能力的其他联名账户持有人的任何指示; 和/或

- (iii) any dispute between any of the Joint Account(s) holder(s) and any personal representatives of the deceased Joint Account(s) holders,

任何联名账户持有人与已故联名账户持有人的任何个人代表之间发生任何争议,

and the Bank shall be entitled to debit from the Joint Account(s) such claims, costs, expenses, losses and damages reasonably incurred; and

且本行有权从联名账户中支取合理发生的索赔、成本、费用、损失和损害; 及

- (e) the Bank may set off the Liabilities of any joint account holder to the Bank on any Account(s) whether as borrower, surety or otherwise against the credit balance in the Joint Account(s). Where the said sums have been incurred by only one or some but not all of the joint account holders, the Bank's rights shall also extend to credit balances to which all the joint account holders are singly or jointly entitled.

本行可从联名账户内贷方余额中, 抵消联名账户持有人在任何账户中对本行的债务, 无论是作为借款人、保证人或其他身份。如上述款项仅由一位或部分联名账户持有人(而非全体联名账户持有人)承担, 本行权利还应延展到全体联名账户持有人单独或共同享有的贷方余额。

- 1.2 We may, without giving reasons, decline to deal with an Account holder who appears to us to be mentally unable to manage himself or his Account.

对于在本行看来精神上无法管理自己或其账户的账户持有人, 本行可拒绝与他进行业务往来, 无须说明理由。

- 1.3 Where the Customer is an individual, the Customer's Appointed Representative shall be the only person recognised by the Bank as the Customer's successor in the event of the Customer's death or mental

incapacity (as the case may be) and:

如客户为个人，则在客户去世或精神上丧失行为能力(视情况而定)后，本行只认可客户指定代表作为客户继承人，且：

- (a) upon notice of the Customer's death or mental incapacity, the Bank shall be entitled to freeze the Account (including any instructions given by the Customer in respect of the Account before the Bank received notice of the Customer's mental incapacity) until such time the Customer's Appointed Representative produces a grant of probate or letters of administration, court order or power of attorney (as the case may be) to the Bank's satisfaction; and

在接获有关客户去世或精神上丧失行为能力的通知后，本行有权冻结账户(包括在本行收到客户精神上丧失行为能力通知前客户就账户作出的任何指示)，直至客户指定代表出示令本行满意的遗嘱认证或遗产管理书、法院命令或授权书(视情况而定)；及

- (b) upon production of a grant of probate or letters of administration, court order or power of attorney (as the case may be), the Bank may open an Account in the name of the estate of the deceased or the mentally incapacitated Customer (as the case may be). The Customer's Appointed Representative shall operate the Account in accordance with the probate or the letters of administration, court order or power of attorney so granted (as the case may be).

在出示遗嘱认证、遗产管理书、法院命令或授权书(视情况而定)后，本行可以以已故或精神上丧失行为能力客户(视情况而定)的遗产继承人名义开立账户。客户指定代表应根据遗嘱认证或遗产管理书、法院命令或授权书(视情况而定)操作账户。

2. CHEQUES

支票

- 2.1 Where cheque facilities are offered in connection with any Account or Product and/or where cheques are processed by the Bank on behalf of the Customer:

凡本行就任何账户或产品提供支票服务和/或由本行代表客户处理支票：

- (a) cheque books will be sent to the Customer at the Customer's sole risk and expense by ordinary mail or such other mode(s) as the Customer may request of and which the Bank may in its sole and absolute discretion agree. The Customer is wholly responsible for the safekeeping of the cheques and in the event that any cheques are mislaid, lost or stolen, the Customer must immediately notify the Bank;

支票簿将以普通邮件或客户要求且本行酌情同意的其他方式寄给客户，并由客户自行承担风险及费用。客户须自行负责保管支票，如支票遗失或被盗，客户须立即通知本行；

- (b) cheques must be drawn in such manner and the Customer shall comply with such procedures as the Bank may determine from time to time at its sole and absolute discretion. The Bank shall be entitled (but not be obliged) in its sole and absolute discretion to reject any cheque that is:

客户须按本行不时酌情确定之方式开支票，并须遵守本行不时确定之程序。本行有权(但无义务)酌情拒收属下列情况的任何支票：

- (i) not duly signed in accordance with specimen signature(s) and authorisations provided by the Customer to the Bank;

未按客户向本行提供的签字样本及授权正式签署；

- (ii) not drawn on the Bank's cheque form issued by the Bank and/or in the designated currency for the relevant Account;

未按本行签发的支票单和/或相关账户委托货币开立;

- (iii) not in a language acceptable to the Bank;

未使用本行可接受的语言;

- (iv) an over the counter cheque in which the word "bearer" has been cancelled;

已注销“持票人”字样的柜台支票;

- (v) illegible, ambiguous and/or incomplete; and/or

字迹不清、含义不明和/或不完整; 和/或

- (vi) determined by the Bank in its sole and absolute discretion to be in a form unacceptable to it,

本行酌情确定为其不能接受的形式,

without any liability on the part of the Bank;

本行无需承担任何责任;

- (c) the Bank may mark cheques, "good for payment" and the Customer's account may be debited immediately with the amount of the cheque so marked;

本行可将支票标记为“保证付款”，并可立即按所标记的支票金额记入客户账户借方;

- (d) the Customer is wholly responsible for the correctness and validity of all endorsement appearing on cheques drawn on current accounts. The Bank does not undertake the identification of endorser of cheques drawn to order and reserves to itself the right to refuse payment of cheques so drawn; and

客户对从往来账户提款的支票上所有背书的正确性和有效性负全部责任。本行不负责识别凭指示付款的支票背书人，并保留拒绝支付该等支票的权利；及

- (e) the Bank may at any time, subject to giving the Customer minimum fourteen (14) days of notice, without liability or disclosing any reason to the Customer, suspend the provision of such cheque facilities or chequebook(s) to the Customer.

本行可随时暂停向客户提供该等支票服务或支票簿，但须至少提前十四(14)天通知客户，无须承担任何责任或向客户说明理由。

Cheque Truncation

支票截断

- 2.2 Without prejudice to the generality of the other provisions in the Agreement, the following provisions shall apply to all CTS Articles presented to the Bank for collection and/or payment and the CTS Image of which are submitted for clearing through the CTS:

在不影响协议其他条款之一般性的前提下，以下条款适用于所有提示本行托收和/或付款并通过 CTS 提交 CTS 图像进行清算的 CTS 物项:

- (a) the Bank shall not be obliged to:
本行无义务:

- (i) return any CTS Article presented to the Bank for collection notwithstanding that such CTS Article has been dishonoured or payment thereon has been refused on presentation provided that:

返还提示本行托收的任何 CTS 物项，尽管该等 CTS 物项在提示时已被拒付，惟：

- (A) in the event that any CTS Article has been dishonoured after presentation by the Bank for clearing through CTS, the Bank shall provide the Customer with an Image Return Document; and

如任何 CTS 物项在本行提示通过 CTS 清算后被拒付，本行应向客户提供图像返还文件；及

- (B) in the event that the Customer requests in writing for the return of any CTS Article and the Bank is able to and agrees to return such CTS Article to the Customer, the Bank will return the CTS Article to the Customer in exchange for any Image Return Document provided to the Customer in respect of such CTS Article and upon payment of a fee of such amount as may be prescribed by the Bank as stated in the Pricing Guide.

如客户书面要求返还任何 CTS 物项，且本行能够亦同意向客户返还该等 CTS 物项，本行将返还 CTS 物项给客户，而客户应就该等 CTS 物项提供任何图像返还文件，并支付本行在定价指南中规定的费用。

- (ii) replace any Image Return Document of any CTS Article provided to the Customer which has been lost or misplaced; and/or

更换已遗失或错置的任何 CTS 物项图像返还文件；和/或

- (iii) return to the Customer any CTS Cheque or any CTS Image of such CTS Cheque on which the Bank has made payment. Where the Customer requests for the return of any such CTS Cheque, the Bank may, but shall not be obliged to, request the presenting bank to retrieve such CTS Cheque and the Customer shall pay to the Bank a fee for such retrieval of such amount as may be prescribed by the Bank as stated in the Bank's pricing guide;

向客户返还本行已付款的任何 CTS 支票或该等 CTS 支票的任何 CTS 图像。如客户要求返还任何该等 CTS 支票，本行可以但无义务要求提示行取回该等 CTS 支票，客户应向本行支付有关取回的费用，具体按照本行定价指南所载规定执行；

- (b) any presentment of an Image Return Document shall be subject to the terms and conditions stated on the Image Return Document and any applicable law. The Bank reserves the right not to accept any Image Return Document which is mutilated, altered or torn;

图像返还单据的任何提示均应受图像返还单据上规定的条款与条件及任何适用法律约束。本行有权不接受任何残缺、更改或撕裂的图像返还文件；

- (c) the Bank may send any CTS Article, CTS Image and/or Image Return Document to the Customer at the Customer's sole risk and expense by ordinary mail or such other mode(s) as the Customer may request and which the Bank may in its sole and absolute discretion agree;

本行可将任何 CTS 物项、CTS 图像和/或图像返还文件以普通邮件或客户要求且本行酌情同意的其他方式发送给客户，并由客户自行承担风险和费用；

- (d) the Bank may retain or arrange for a third party service provider to retain for such period or periods as the Bank deems fit ("**retention period**") the CTS Articles and/or CTS Image of CTS Articles and may destroy them at any time after the retention period; and

本行可保留或安排第三方服务提供者在本行认为合适的一段或多段时间内("保留期")保留 CTS 物

项和/或 CTS 物项图像，并可在保留期后任何时间销毁；及

- (e) the Customer agrees that any CTS Image or CTS Article or any part thereof in electronic form may be admitted in evidence as an original document and agrees not to challenge the admissibility of any such CTS Image or CTS Article on the grounds only that it is made or recorded in electronic form.

客户同意任何 CTS 图像或 CTS 物项或其电子形式的任何部分可作为原始文件采纳为证据，并同意不以任何此类 CTS 图像或 CTS 物项以电子形式制作或记录为理由而质疑其可采性。

- 2.3 Notwithstanding anything to the contrary in the Agreement, to the maximum extent permitted under Applicable Law, the Bank shall not be responsible or liable to the Customer or any other party for any expense, loss, damage liability or other consequences caused by and/or arising from:

尽管协议有任何相反规定，在适用法律允许的最大范围内，本行不对客户或任何其他方因以下原因而引起的任何费用、损失、损害责任或其他后果负责：

- (a) any virus, defect, malfunction, interruption or stoppage to the Bank's access to any electronic equipment or system (whether or not owned, operated or maintained by the Bank or any other party) in connection with clearing of CTS Articles through the CTS;

与通过 CTS 进行 CTS 物项清算的任何电子设备或系统(无论是由本行或任何其他方拥有、操作或维护)感染病毒、发生缺陷或故障，或中断本行访问权限；

- (b) any error, delay or non-transmission of data or information caused by machine or hardware malfunctions or manufacturer's software defects in any such equipment or system;

在任何此类设备或系统中，由于机器或硬件故障或制造商软件缺陷而导致任何错误、延迟或无法传输数据或信息；

- (c) telecommunication problems, power supply problems, internet or network related problems or problems with the computer systems of any third party service provider;

电信问题、电力供应问题、互联网或网络相关问题或任何第三方服务提供者的计算机系统问题；

- (d) the inability or refusal of the Bank to provide the Customer with any CTS Article or CTS Image of such CTS Article at any time whether due to loss, destruction or erasure of any CTS Article or CTS Image or for any other reason whatsoever; and/or

本行无法或拒绝向客户提供任何 CTS 物项或 CTS 物项图像，无论是由于 CTS 物项或图像丢失、破坏或删除，还是由于任何其他原因；和/或

- (e) any payment by the Bank on any CTS Cheque or any CTS Image of the CTS Cheque presented to the Bank for clearing through CTS which has been altered or forged in any way if such alteration or forgery is not apparent from the CTS Image of the CTS Cheque presented to the Bank for payment and the Bank shall be entitled to debit the Customer's account for the same.

本行就任何 CTS 支票或 CTS 支票的任何 CTS 图像付款，该等支票或图像存在更改或伪造情况，但不明显，本行有权就此借记客户账户。

3. DATA PROTECTION

数据保护

- 3.1 Where personal data relating to the Customer is or will be collected, used or disclosed by the OCBC Group and/or the OCBC Representatives, the Customer consents to the OCBC Group, and the OCBC Representatives disclosing the Customer's personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide the Products to the Customer.

若华侨银行集团和/或华侨银行代表正在或将会收集、使用或披露与客户有关的个人数据，客户同意，华侨银行集团及华侨银行代表可合理披露客户的个人数据，以便向客户提供产品。

- 3.2 Where personal data relating to any of the Individuals (as defined herein) is or will be collected, used or disclosed by the OCBC Group and/or the OCBC Representatives, the Customer hereby confirms and represents to the OCBC Group and the OCBC Representatives that with respect to any personal data of individuals ("**Individuals**") disclosed to the OCBC Group and/or the OCBC Representatives in connection with the provision of the Accounts and/or Products to the Customer or at the request of, or by or through the Customer from time to time, the Individuals to whom the personal data relates have, prior to such disclosure, agreed and consented to such disclosure, and the collection (including by way of recorded voice calls), use and disclosure of their personal data by the OCBC Group and the OCBC Representatives for purposes reasonably required by them to enable them to provide the Accounts and/or Products to the Customer.

若华侨银行集团和/或华侨银行代表正在或将会收集、使用或披露与任何人士(定义见下文)有关的个人数据，客户特此向华侨银行集团和/或华侨银行代表确认并声明，对于为向客户提供账户和/或产品之目的，或根据客户或他人通过客户不时提出的要求，向华侨银行集团和/或华侨银行代表披露某人士(“**人士**”)的个人数据而言，该人士已事先同意华侨银行集团和/或华侨银行代表收集、使用或披露其个人数据，以便向客户提供账户和/或产品。

- 3.3 Such purposes are set out in a Data Protection Policy, which is accessible at www.ocbc.com/business-banking/bank-policies or available on request and which the Customer confirms that each of the Customer and the Individuals have or will have read and consented to.

此等目的载列于数据保护政策中，该政策可于 www.ocbc.com/business-banking/bank-policies 查阅或可按要求索取，客户确认其及相关人士均已经或将会阅读并给予同意。

4. DATA TRANSFER

数据传输

- 4.1 For the purposes of the receipt and/or disclosure of any Transactional Data from and/or to any Solutions Provider as authorised by the Customer, the Customer agrees:

为从客户授权的任何解决方案提供商处接收和/或向其披露任何交易数据之目的，客户同意：

- (a) to the extent necessary for the Bank to carry out the Customer's instructions, to waive and relieve the Bank of any obligations which the Bank may have in relation to privacy of customer information and/or confidentiality, and any consequences thereof, whether pursuant to any agreement between the Bank and the Customer, the Banking Act 1970 and/or any other applicable laws;

在本行执行客户指示所必需的范围内，放弃及免除本行可能就客户信息隐私和/或保密所承担的任何义务，以及因此而产生的任何后果，不论是根据本行与客户之间任何协议、《1970年新加坡银行法》和/或任何其他适用法律；

- (b) the Bank shall provide/receive the Transactional Data to/from the Solutions Provider by any mode of transmission that the Bank deems fit in its sole and absolute discretion, and shall provide/receive such Transactional Data in such frequency, manner and form as the Solutions Provider requests and as the Bank is able to provide, and the Customer acknowledges that such transmission/receipt may be subject to interruption, delay or breakdown for a variety of reasons; and

本行应以本行酌情认为合适的任何传输模式向/从解决方案提供商提供/接收交易数据，并应以解决方案提供商要求及本行能够提供的频率、方式及形式提供/接收交易数据，客户认可该等传输/接收可能因各种原因而延迟或中断；及

- (c) the Bank shall be permitted to inform the Solutions Provider of the Customer's instructions to the Bank pursuant to the data transfer.

本行获准将客户根据数据传输规定向本行发出的指示通知解决方案提供商。

4.2 The Customer agrees and acknowledges that upon the Bank's transmission/receipt of the Transmitted Data to/from the Solutions Provider:

客户同意并确认，在本行向解决方案提供商传输/接收数据后：

- (a) the Solutions Provider/Bank may further transfer the Transmitted Data to its service providers, such as data storage and hosting providers, which may be located outside Singapore, and to this extent, the Customer agrees that the Transmitted Data may be routed through, and stored on, servers located outside of Singapore, regardless of whether such servers are operated by the Solutions Provider/Bank or its respective service providers;

解决方案提供商/本行可以进一步将数据传输给其服务提供者，例如位于新加坡境外的数据存储和托管提供商，在这种情况下，客户同意传输数据可以通过位于新加坡境外的服务器路由并存储在服务器上，无论该服务器是由解决方案提供商/本行或其各自服务提供者操作；

- (b) the Bank shall not be responsible or liable to the Customer in contract, restitution, tort (including negligence) or otherwise in relation to the Transmitted Data so transmitted, including but not limited to:

本行不对客户就上述传输数据的合同、赔偿、侵权(包括过失)或其他方面负责或承担责任，包括但不限于：

- (i) the Solutions Provider's and/or the Bank's collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data;

解决方案提供商和/或本行对数据的收集、使用、保留、披露、保护、处理及任何其他形式的处理；

- (ii) any error, incompleteness or inaccuracy of any Transmitted Data;

任何传输数据错误、不完整或不准确；

- (iii) any act or omission of the Solutions Provider/Bank and/or any third parties in relation to any Transmitted Data provided to/received from the Solutions Provider; and/or

解决方案提供商/本行和/或任何第三方就提供给解决方案提供商/从解决方案提供商接收的任何数据之任何作为或不作为；和/或

- (iv) any delay or failure in transmission/receipt of the Transactional Data to/from the Solutions Provider, and any inability of the Customer to use or access the Solutions Provider's services, software, applications and/or information;

向解决方案提供商传输/接收交易数据延迟或失败，以及客户无法使用或访问解决方案提供商的服务、软件、应用程序和/或信息；

- (c) where the Transmitted Data is transmitted to the Solutions Provider:

数据传输给解决方案提供商的情况：

- (i) as such Transmitted Data will no longer be within the Bank's control, the Bank may not be able to vary, amend, correct, update, delete or otherwise control the Transmitted Data, even if the Customer so instructs the Bank, and the Bank is under no such obligation to the Customer to do so;

由于传输数据不再在本行控制范围内，本行可能无法修改、纠正、更新、删除或以其他方式控制传输数据，即使客户作出指示，本行对客户也无义务这样做；

- (ii) the Solutions Provider shall be solely responsible and liable to the Customer for such Transmitted Data, including but not limited to collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data; and

解决方案提供商应自行就该等传输数据向客户负责，包括但不限于数据的收集、使用、保留、披露、保护、处理和任何其他形式的处理；及

- (iii) the Solutions Provider's collection, use, retention, disclosure, protection, handling and any other form of processing of such Transmitted Data shall be subject to the terms of any agreement between the Solutions Provider and the Customer.

解决方案提供商对此类数据的收集、使用、保留、披露、保护、处理和任何其他形式的处理应遵守解决方案提供商与客户之间的任何协议规定。

- 4.3 In the event that the Customer wishes to add to, vary, amend, countermand or terminate its instructions to the Bank to provide and/or receive the Transactional Data to and/or from the Solutions Provider, the Customer shall do so by providing its instructions of such addition, variation, amendment, countermanding or termination, as the case may be, through the Electronic Services.

如果客户希望增加、修改、撤销或终止其向本行发出有关向解决方案提供商提供和/或接收交易数据的指示，客户应通过电子服务提供有关该等增加、修改、撤销或终止的指示(视情况而定)。

- 4.4 The Bank and the Solutions Provider are independent parties, and accordingly:

本行与解决方案提供商为独立当事方，因此：

- (a) neither party nor any of their respective employees are employees or agents of the other;

双方或其各自任何员工均非另一方员工或代理人；

- (b) nothing in this Agreement shall be deemed to establish any partnership, joint venture or agency relationship between the Bank and the Solutions Provider, or to establish a party as a data intermediary of the other party; and

协议任何内容均不得视为在本行与解决方案提供商之间建立任何合伙、合资或代理关系，或设立一方作为另一方的数据中介；及

- (c) nothing in this Agreement shall be deemed to grant any right, power, authority to, or impose any obligation on, the Bank or the Solutions Provider to act on behalf of the other party.

协议任何内容均不得视为授予本行或解决方案提供商代表另一方行事的任何权利、权力、授权或赋予其任何义务。

5. MULTI-ACCESS CREDENTIALS

多端访问凭证

- 5.1 Where Multi-Access Credentials are used to access, receive information relating to, and/or operate Designated Accounts opened in Singapore, this Agreement (including without limitation the Singapore Local Addendum and Singapore Product Addendum) shall govern such use. The Customer, Designated Entities, and Designated Entity Users each further agree that in relation to such use:

当多端访问凭证用于访问、接收与在新加坡开立的指定账户有关的信息和/或操作指定账户时，本协议(包括但不限于新加坡本地附录和新加坡产品附录)应管辖此类使用。客户、指定实体和指定实体用户各自进一步同意，对于此类使用：

- (a) the following shall be deemed to be Multi-Access Credentials under this Agreement:

根据本协议，以下各项应被视为多端访问凭证：

- (i) any "Registered Devices" issued, prescribed, or registered by or on behalf of OCBC Group in Hong Kong, Myanmar or Thailand;

由华侨银行集团或代表华侨银行集团在香港、缅甸或泰国发行、规定或注册的任何“注册设备”；

- (ii) any "Registered Mobile Devices" issued, prescribed, or registered by or on behalf of OCBC Group in Vietnam or Malaysia

由华侨银行集团或代表华侨银行集团在越南或马来西亚发行、规定或注册的任何“注册移动设备”；

- (iii) any "Fingerprint Recognition Features" or "Face Recognition Features" issued, prescribed, and/or enrolled by or on behalf of OCBC Group in Hong Kong, Malaysia, or Vietnam; and

由华侨银行集团或代表华侨银行集团在香港、马来西亚或越南发行、规定和/或注册的任何“指纹识别功能”或“人脸识别功能”；以及

- (iv) any "Access Device", "Face ID", or "Fingerprint" issued, prescribed, and/or enrolled by or on behalf of OCBC Group in Vietnam,

由华侨银行集团或代表华侨银行集团在越南发行、规定和/或注册的任何“门禁设备”、“面部识别”或“指纹”，

in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts;

与在相关司法管辖区开立的任何账户有关，并根据管理此类账户的相关条款进行定义；

- (b) any "Biometric Access Credential" made available by or on behalf of OCBC Group in Myanmar or Thailand in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts shall be deemed to be a Biometric Access Credential under this Agreement;

由华侨银行集团或代表华侨银行集团在缅甸或泰国提供的、与在各自司法管辖区开立的任何账户有关的任何“生物识别访问凭证”，以及根据管理此类账户的各自条款的定义，应被视为本协议项下的生物识别访问凭证；

- (c) any software made available by or on behalf of OCBC Group in Malaysia in relation to any account opened in the respective jurisdiction (including without limitation any "Software" as defined pursuant to the respective terms governing such accounts) shall be deemed to be Software under this Agreement; and

由华侨银行集团或代表华侨银行集团在马来西亚提供的、与在相关司法管辖区开立的任何账户有关的任何软件(包括但不限于根据管理此类账户的相关条款所定义的任何“软件”)应被视为本协议项下的软件；以及

- (d) any "Application" made available by or on behalf of OCBC Group in Hong Kong, Myanmar, Thailand, or Vietnam in relation to any account opened in the respective jurisdiction and as defined pursuant to the respective terms governing such accounts shall be deemed to be an Application under this Agreement.

由华侨银行集团或代表华侨银行集团在香港、缅甸、泰国或越南提供的、与在各自司法管辖区开

立的任何账户有关的任何“应用程序”，根据管理此类账户的各自条款的定义，应被视为本协议项下的应用程序。

- 5.2 For the avoidance of doubt, where any Access Credentials which are not Multi-Access Credentials are used to access, receive information relating to, and/or operate Designated Accounts opened in Singapore, such use shall continue to be governed by the terms under which such Access Credentials were issued or prescribed by or on behalf of OCBC Group.

为免生疑问，如果任何非多端访问凭证的访问凭证被用于访问、接收与新加坡开立的指定账户有关的信息和/或操作新加坡开立的指定账户，则该等使用应继续受华侨银行集团或代表华侨银行集团签发或规定的该等访问凭证的条款管辖。

6. GENERAL

一般规定

- 6.1 **FATCA and CRS.** The Bank's Foreign Account Tax Compliance Act (FATCA) Policy (the "**FATCA Policy**") and the Bank's Common Reporting Standard (CRS) Policy (the "**CRS Policy**") form part of the terms and conditions governing the Customer's relationship with the Bank established under the Agreement. The FATCA Policy and the CRS Policy shall be binding on the Customer and the Customer agrees to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at www.ocbc.com/business-banking/bank-policies or available on request. The Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and any other part of the Agreement, the contents of the FATCA Policy and /or the CRS Policy (as applicable) shall prevail.

FATCA 和 CRS。本行的海外账户税收合规法案(FATCA)政策(“**FATCA 政策**”)和本行的共同申报准则(CRS)政策(“**CRS 政策**”)构成客户与本行在协议下建立关系相关条款与条件的一部分。FATCA 政策和 CRS 政策应对客户具有约束力，客户同意遵守 FATCA 政策和 CRS 政策，可在 www.ocbc.com/business-banking/bank-policies 上查阅或可按要求索取。协议受 FATCA 政策和 CRS 政策约束。如果 FATCA 政策和/或 CRS 政策的任何内容与协议的任何其他部分之间存在任何冲突或不一致，应以 FATCA 政策和/或 CRS 政策(如适用)的内容为准。

- 6.2 **Instructions through Secured Communications.** For the avoidance of doubt, the Secured Communications is (a) only intended for Instructions which the Bank has agreed may be sent via the Secured Communications (the "**Agreed Instructions**") or general non time-sensitive enquiries/requests and (b) not to be used for the sending of transactional/financial Instructions to the Bank, including without limitation any Instruction that involves any fund transfer or any debiting or crediting of accounts, recall of funds or countermand/stop payment. The Customer agrees that the Bank shall have the right not to act (though the Bank shall be entitled to do so in its sole and absolute discretion) on any communication or Instruction (including Agreed Instructions) sent via the Secured Communications without providing any reason or notice, and that, save for the Agreed Instructions, Instructions and/or communications sent via the Secured Communications may not be acted on in a timely manner. The Customer further acknowledges and agrees to bear all risks associated with such communications, including without limitation the risk of such instructions being intercepted by unauthorised third parties.

通过安全通信发送指示。为免生疑问，安全通信(a)仅用于银行同意通过安全通信发送的指令(“**协议指令**”)或一般非时效性的查询/请求，而(b)不用于向本行发送交易/财务指示，包括但不限于涉及任何资金转账或任何账户借记或贷记、收回资金或撤销/停止付款的任何指示。客户同意，本行有权不根据通过安全通信发送的任何通信或指令(包括协议指令)采取行动(尽管本行有权自行决定)，无需说明任何理由或通知，并且除协议指令外，通过安全通信发送的指令和/或通信可能不会及时采取行动。客户进一步认可并同意承担与该等通信有关的所有风险，包括但不限于该等指示被未经授权第三方截获风险。

- 6.3 **Consent for Disclosure.** The Customer authorises the transfer of any information relating to the Customer and any customer information (as defined in the Banking Act 1970) to and between the branches, subsidiaries, representative offices, affiliates and agents of the Bank and third parties selected by any of them wherever situated, for confidential use in connection with the provision of Account or Products to the Customer.

同意披露。客户授权将与客户有关的任何信息和任何客户信息(定义见《1970年银行法》)传输到本行的分支机构、子公司、代表处、关联公司和代理人以及他们选择的第三方及在前述主体之间传输,无论其位于何处,用于向客户提供账户或产品有关的保密用途。

- 6.4 **Bulk Deposits.** Deposits of bulk packages of coins and notes may be made only in the currency of the Republic of Singapore. The Bank may verify and accept immediately the amount of coins and notes contained in any bulk package or may inform the Customer that the bulk package has been accepted subject to verification.

散装存款。散装硬币和纸币的存款只能用新加坡共和国货币进行。本行可立即查核及接受任何散装包裹内所含硬币及纸币的金额,或通知客户已接受该散装包裹,但须经查核。

- 6.5 **Passbooks.** Any passbook issued in connection with an Account is for the Customer's reference only and is not conclusive as to the current balance of that Account as deposits or withdrawals may be made on items charged without any entry being made in the passbook. The Bank is not obliged to permit withdrawals from any Account against presentation of a passbook.

存折。任何与账户有关的存折仅供客户参考,对于该账户的当前余额不具有决定性意义,因为存款或取款项目可能在存折上不作任何记录。本行无义务允许客户凭存折从任何账户提款。

- 6.6 **Exclusion of Liability.** Notwithstanding anything to the contrary in this Agreement, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer if the Customer has not within three (3) years after the date on which the cause of action against the Bank arose: (a) served on the Bank a written notice of the Customer's claim against the Bank for such loss, damage or expense, and (b) commenced proceedings against the Bank in respect of the Customer's claim.

责任排除。尽管协议有任何相反规定,对于客户因针对本行诉讼而产生的任何损失、损害或费用负责,如客户未在诉因发生后三(3)年内,(a)将客户就损失、损害或费用向本行索赔的情况书面通知本行;及(b)就客户索赔对本行提起诉讼,则本行不对损失、损害或费用负责。

- 6.7 **Third Party Rights.** A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms and conditions contained therein.

第三方权利。根据《2001年合同(第三方权利)法》,非协议一方的任何人无权强制执行协议中包含的任何条款与条件。

This notice will only be relevant where the Customer is a sole proprietor (as defined in the E-Payments User Protection Guidelines issued by the Monetary Authority of Singapore as amended from time to time ("**Guidelines**")) and the Customer maintains protected account(s) (as defined in the Guidelines) with the Bank. The Customer is hereby informed of the user protection duties set out in Sections 3 and 4 of the Guidelines, as further described on www.ocbc.com/personal-banking/security/epayments-user-protection-guidelines. The Customer should fully read and understand the content on the website and the Guidelines, especially before enabling the Customer's protected account(s) to be capable of performing any activity (e.g. payment transactions, activation of a digital security token or conduct of high-risk activities).

本通知仅在客户是独资经营者(定义见新加坡金融管理局颁发的电子支付用户保护导则(“**导则**”))且客户在本行持有受保护账户(定义见导则)时有关。特此通知客户有关导则第3和第4部分的用户保护责任,详情见www.ocbc.com/personal-banking/security/epayments-user-protection-guidelines。客户应,特别是在客户的受保护账户开始任何操作(比如,支付交易、激活数字安全令牌或进行高风险操作)之前,全文阅读和理解网站的内容和导则。

7. DEFINITIONS

定义

7.1 In this Local Addendum, the following words and expressions shall have the following meanings:

在本地附录中，下列词汇和表述具有以下含义：

Appointed Representative	means the Customer's executor or administrator, donee or lawfully appointed deputy or representative;
指定代表	系指客户的遗嘱执行人或管理人、受赠人或依法指定的代理人或代表；
CTS	means the image based systems, processes and procedures for the electronic clearing and archival of, inter alia, CTS Items and known as "Cheque Truncation System";
CTS	系指基于图像的系统、流程和程序，用于 CTS 物项的电子清算和存档，称为“支票截断系统”；
CTS Articles	means Instruments drawn on a bank in Singapore payable in any currency approved by the competent authorities or bodies and Image Return Documents or such other items as the operator of the CTS system may prescribe from time to time and from which data encoded on such CTS Articles, unique identification codes and other information and data derived from such CTS Articles electronic images thereof are generated for clearing by CTS and referred to as "CTS Items";
CTS 物项	系指向新加坡银行开出的票据(以主管当局或机构批准的任何货币支付)、图像返还文件或 CTS 系统操作员可能不时规定的其他物项，从中生成用于 CTS 清算的 CTS 物项编码数据、唯一识别码，以及来自该 CTS 物项电子图像的其他信息和数据，称为“CTS 物项”；
CTS Cheque	means any CTS Article which appears to have been signed, issued or drawn by the Customer on the Bank;
CTS 支票	系指看似已由客户在本行签署、签发或提取的任何 CTS 票据；
CTS Image	means a CTS Item in image format, including electronic images of CTS Articles;
CTS 图像	系指图像格式的 CTS 物项，包括 CTS 物项的电子图像；
Identified Account	means the Account which is the subject of the Customer's authorisation and instructions to the Bank for the disclosure of Transactional Data to/from the Solutions Provider;
识别账户	系指客户授权并指示本行向解决方案提供商披露交易数据的账户；
Image Return Document	means an image return document as defined in Section 90 of the Bills of Exchange Act 1949;
图像返还文件	系指《1949 年汇票法》第 90 条中定义的图像返还文件；
Joint Account	means an Account that is opened in the names of two or more persons;
联名账户	系指以两人或两人以上名义开立的账户；

OCBC Representatives 华侨银行代表	OCBC Group's respective business partners and agents; 华侨银行集团各自业务合作伙伴和代理商;
Secured Communications 安全通信	means any service provided via the Electronic Services for receiving and/or transmitting communications between the Customer and Bank. 系指通过电子服务提供用于接收和/或传输客户与本行之间通信的任何服务;
Solutions Provider 解决方案提供商	means the third party service provider which the Customer has authorised and instructed the Bank to provide/receive Transactional Data of the Identified Account; 系指客户授权并指示本行提供/接收识别账户交易数据的第三方服务提供者;
Transactional Data 交易数据	means the transactional data provided/received by the Bank on behalf of the Customer to/from the Solutions Provider, including but not limited to: 系指本行代表客户向解决方案提供商提供/接收的交易数据, 包括但不限于: (a) the Customer's account information; 客户的账户信息; (b) the Customer's Instructions; 客户的指示; (c) records of monetary transactions carried out with the Bank on the Identified Account; 在指定账户上与本行进行的货币交易记录; (d) details of the monetary transactions, including date, cheque numbers (if any), narration, applicable taxes, payments, reconciliation feeds, transactions fees and other fees; and 货币交易的详细信息, 包括日期、支票号码(如有)、说明、适用税款、付款、对账信息、交易费用和其他费用; 及 (e) any other information as requested by the Solutions Provider; and 解决方案提供商要求的任何其他信息;
Transmitted Data 传输数据	means the Transactional Data transmitted/received by the Bank to/from the Solutions Provider in relation to the Identified Account. 系指银行向解决方案提供商/从解决方案提供商传输/接收的识别账户相关交易数据。

7.2 Unless the context requires otherwise, in this Local Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Local Addendum.

除非上下文另有要求, 在本地附录中, 凡提及条款和附录均系指本地附录的条款和附录, 另有规定的除外。



SINGAPORE PRODUCT ADDENDUM

新加坡产品附录

This document comprises a "Product Addendum" as referred to and defined in the OCBC Business Account Terms and Conditions ("**Terms**"). It contains additional account-specific and product-specific terms and conditions on which the Bank may, upon the approval of the Customer's application, provide the Customer with the respective Account(s) and/or Product(s) listed in this Product Addendum in Singapore in accordance with the Bank's latest instructions, procedures, directions.

本文件包含华侨银行商业账户条款与条件(“**条款**”)中提及和定义的“产品附录”，其中载述本行经批准客户申请后，根据本行最新指令、程序和指示，在新加坡向客户提供产品附录所列账户和/或产品的具体条款与条件。

Unless otherwise defined in this Product Addendum, capitalised terms used in this Product Addendum shall have the meanings given to them in the Terms and Local Addendum.

除产品附录另有规定外，产品附录中使用的大写术语应具有条款及本地附录中赋予的含义。

This Product Addendum supplements the Terms and the Local Addendum, and to the extent indicated below amends, the Terms and/or the Local Addendum, and forms part of the Terms and Local Addendum. Any conflict or inconsistency between this Product Addendum, the Terms and/or Local Addendum shall be resolved by reference to Clause 15.4 of Section A of the Terms.

产品附录是对条款及本地附录的补充，在下述范围内修订条款和/或本地附录，并构成条款及本地附录的组成部分。产品附录、条款和/或本地附录之间任何冲突或不一致，应参照条款第 A 部分第 15.4 条予以解决。

1. TIME DEPOSITS

定期存款

- 1.1 The Time Deposit advice is only evidence of time deposit and not a document of title and cannot be pledged as security.

定期存款通知单只是定期存款的凭证，不是产权凭证，不能作为抵押。

- 1.2 If the maturity date of a Time Deposit falls on a day which is not a Business Day, the maturity date will be the next Business Day.

如果定期存款的到期日不是工作日，则到期日为下一个工作日。

- 1.3 In the event that the Customer requests to withdraw the monies placed in Time Deposit (whether in whole or in part) before maturity date, the Bank may allow or permit such withdrawal subject to the Customer paying a fee of such amount as the Bank may deem fit and the Bank being entitled to withhold any interest accrued on the Time Deposit, and as a result of this fee, the Customer may receive an amount of monies that is lesser than the amount of monies that it had placed in the Time Deposit

如客户要求到期日之前提取存入定期存单的款项(无论是全部或部分)，本行可容许或准许客户支取该等款项，但客户须缴付本行认为适当的费用及本行有权扣取该定期存款的利息，由于这项费用，客户收到的金额可能会低于其在定期存款中的金额。

- 1.4 If the Bank does not receive any written notice on how the monies in a Time Deposit would be handled upon maturity, the time deposit with accrued interest shall be automatically renewed on maturity date for the like term at the prevailing interest rate.

如银行未收到定期存款到期后如何处理的书面通知，应计利息的定期存款本息将于到期日按当时适用的利率自动续存。

- 1.5 Should the Customer wish to make changes to their time deposit upon maturity, a written notice is to be submitted to the Bank at least two (2) Business Days before the maturity date for the Time Deposits.

如果客户希望在到期时对他们的定期存款进行修改，应在定期存款到期日之前至少提前两(2)个工作日提交书面通知。

- 1.6 Time Deposits which have been placed for the purposes of a lien, pledge or fixed charge, to secure financing facilities, secured credit cards or safe deposit boxes shall be automatically renewed upon maturity and shall be subject to prevailing interest rates or any other rate determined by the Bank, at initial placement and for each renewal period.

为留置、质押或固定押记、担保融资安排、担保信用卡或保管箱之目的而存入的定期存款应在到期时自动续存，并应在初始配售和每个续存期间受当时适用的利率或本行确定的任何其他利率约束。

2. IN-TRUST ACCOUNTS

信托账户

- 2.1 The Customer undertakes to operate In-Trust Account(s) solely for the benefit of the beneficiary(ies).

客户承诺仅为受益人之利益而操作信托账户。

- 2.2 Without prejudice to the generality of the Terms (including without limitation Clause 6 of Section A of the Terms), upon the Customer's death or the death of any of the beneficiaries, the Bank shall be entitled to exercise its right to debit from the In-Trust Account(s) any obligations owed to the Bank by the Customer.

在不影响协议条款之一般性(包括但不限于条款第 A 部分第 6 条)的前提下，客户去世或任何受益人去世后，本行有权行使其权利，从该信托账户中借记客户欠本行的任何债务。

- 2.3 Upon the Customer's death, the Bank may, in its sole and absolute discretion close the In-Trust Account(s) and:

客户去世后，本行可自行决定关闭该信托账户，并：

- (a) where the beneficiary(ies) are of full age, release the monies in the In-Trust Account(s) to the beneficiaries equally, or open a new account(s) in the name of all the beneficiary(ies) and the new account(s) shall be operated in accordance with the instructions of all the beneficiary(ies); or

如受益人已成年，则可将信托账户内的款项平均分配给各受益人，或以所有受益人的名义开立新账户，新账户应根据所有受益人的指示操作；或

- (b) where the beneficiary(ies) are not of full age, open a new account(s) in the names of the Customer's personal representative(s) in trust for the beneficiary(ies) or release the monies in such account(s) to the Customer's personal representative(s).

如受益人未达到法定年龄，则以客户个人代表的名义为受益人开立一个新账户，或将该账户内的款项发放给客户个人代表。

- 2.4 Upon the death of any of the Customer's beneficiary(ies), the Bank may in its sole and absolute discretion close the In-Trust Account(s) and pay the monies in the In-Trust Account(s) to the Customer.

客户任何受益人去世时，本行可酌情关闭该信托账户，并将该信托账户内的款项支付给客户。

- 2.5 The Customer shall indemnify the Bank, its affiliates, subsidiaries, branches (regardless of jurisdiction), each member of the OCBC Group and their respective officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims demands actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which they may sustain or incur directly or indirectly in connection with the execution,

performance or enforcement of the Agreement or any other agreement, any Account or Product, including without limitation:

对于因签署、履行或执行本协议或任何其他协议、任何账户或产品而产生或与之相关的所有索赔、要求、诉讼、命令、损失(直接或间接)、损失、费用和开支(包括所有税金、全额赔偿为基础的法律费用及其他费用), 以及任何和所有其他责任, 客户应及时向本行、本行关联人、子公司、分支机构(不论司法管辖区)、华侨银行集团每一成员及其各自高级管理人员、员工、指定人员和代理人作出全额赔偿, 包括但不限于:

- (a) the provision, operation, opening and/or closing of any In-Trust Account; and
提供、操作、开立和/或关闭任何信托账户; 及
- (b) any dispute amongst the beneficiary(ies), between any of the beneficiary(ies) and any of the personal representatives of any In-Trust Account.

受益人之间、任何受益人与任何信托账户的个人代表之间发生争议。

3. MULTI-CURRENCY ACCOUNT

多币种账户

Where an Account(s) is opened as a Multi-Currency Account, the following terms shall also apply:

如账户以多币种账户形式开立, 则还应适用以下条款:

- (a) the Customer is permitted to deposit any Permitted Foreign Currency into the Multi-Currency Account without such Permitted Foreign Currency being converted to another currency;

客户可将任何允许外币存入多币种账户, 而无需将该允许外币兑换为其他货币;

- (b) in the event the Customer wishes to deposit Foreign Currency that is not a Permitted Foreign Currency into the Multi-Currency Account, the Customer authorises the Bank to convert such Foreign Currency into such Permitted Foreign Currency (based on such rates as may be determined by the Bank from time to time) as the Bank deems appropriate in its absolute discretion and deposit such funds into the Multi-Currency Account;

如客户希望将非允许外币存入多币种账户, 客户授权本行将该等外币转换为本行酌情认为适当的允许外币(汇率由本行不时确定), 并将该等资金存入多币种账户;

- (c) only one mandate should be provided for each Multi-Currency Account. If any Instructions are given to the Bank are not denominated in the Mandate Currency, the Customer authorises the Bank to convert such Instructions into the Mandate Currency (based on such rates as may be determined by the Bank from time to time) as the Bank deems appropriate in its absolute discretion and the Bank shall have the absolute discretion whether to act on such Instructions; and

每个多币种账户只应提供一项授权。如果向本行发出的任何指示不是以委托货币计价的, 客户授权本行将该等指示转换为委托货币(汇率由本行不时确定), 本行将酌情决定是否就该等指示采取行动; 及

- (d) in the event where there is more than one Mandate Currency and any Instructions are given to the Bank are not denominated in any of the Mandate Currencies, the Customer authorises the Bank to convert such Instructions into any of the Mandate Currencies at its absolute discretion (based on such rates as may be determined by the Bank from time to time) as the Bank deems appropriate in its absolute discretion and the Bank shall have the absolute discretion whether to act on such Instructions

如有不止一种委托货币，而本行收到的任何指示均不以委托货币计价，客户授权本行将该等指示转换为本行酌情认为适当的任何委托货币（汇率由本行不时确定），本行将酌情决定是否就该等指示采取行动。

For the purpose of this Clause 3, "Permitted Foreign Currency" means such Foreign Currencies as may be determined by the Bank that may be held by the Customer under the Multi-Currency Account from time to time and "Mandate Currency" means such Foreign Currency in which the mandate provided by the Customer to the Bank is denominated.

就第3条而言，“允许外币”系指由本行决定并由客户不时在多币种账户下持有的外币，而“委托货币”系指客户向本行所作委托的计价外币。

4. OCBC PHONEBANK SERVICE

华侨银行电话银行服务

- 4.1 The Bank shall be entitled, at its sole and absolute discretion, to permit a caller to operate OCBC PhoneBank Service upon verifying the identity of the caller to its satisfaction in accordance with its prevailing procedures.

本行有权根据现行程序，在核实来电人的身份并令本行满意后，自行决定允许来电人使用华侨银行电话银行服务。

5. OCBC ALERT NOTIFICATION SERVICE

华侨银行提醒通知服务

- 5.1 OCBC Alert Notification Service shall be provided through electronic mail, facsimile, SMS or such other media as the Bank may deem appropriate.

华侨银行提醒通知服务应通过电子邮件、传真、短信或本行认为适当的其他媒介提供。

- 5.2 The Customer agrees that:

客户同意：

- (a) any notification provided by the Bank under the OCBC Alert Notification Service shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit;

本行根据华侨银行提醒通知服务提供的任何通知应在本行合理认为合适的时间向客户传递或以其他方式提供；

- (b) all references to a time of day in any notification sent by the Bank under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by the Bank); and

本行根据华侨银行提醒通知服务发出的任何通知中所提及的时间均为新加坡时间（除非本行另有规定）；及

- (c) the Bank does not guarantee receipt of any notification under the OCBC Alert Notification Service by the Customer and the Customer understands and agrees that the Customer's use of the OCBC Alert Notification Service is at the Customer's own risk.

本行不保证客户收到华侨银行提醒通知服务项下的任何通知，客户了解并同意，客户使用华侨银行提醒通知服务的风险由客户自行承担。

- 5.3 The Bank shall not be responsible for any loss, damage or other consequence which the Customer may suffer as a result of any notification being sent to the Customer's latest designated contact particulars in the Bank's records.

对于客户因收到通知而可能遭受的任何损失、损害或其他后果，本行概不负责。任何通知将发送至客户在本行记录内的最新指定联络地址。

6. BIOMETRIC ACCESS CREDENTIALS

生物识别访问凭证

- 6.1 The Bank may permit the enrollment of one or more Biometric Access Credentials of Customer and/or its Authorised User(s) in such manner as the Bank may deem appropriate, for use in such manner as prescribed by the Bank from time to time and at the Customer's own risk.

本行可允许以本行认为适当的方式登记客户和/或其授权用户的一个或多个生物识别访问凭证，以本行不时规定之方式使用，并由客户自行承担风险。

- 6.2 The Biometric Access Credential shall only be for use on Registered Devices and subject to the continuous condition that each of the Customers and Authorised Users:

生物识别访问凭证仅适用于注册设备，并须遵守以下连续条件，即客户和授权用户：

- (a) shall ensure that only his or her Biometric Access Credential is enrolled on a Registered Device;

应确保仅在注册设备上登记其生物识别访问凭证；

- (b) shall not enroll any third party Biometric Access Credential or permit any unauthorised third parties to enrol their Biometric Access Credential on their Registered Devices; and

不得登记任何第三方生物识别访问凭证或允许任何未经授权的第三方在其注册设备上登记其生物识别访问凭证；及

- (c) is required to delete any third party biometric data enrolled and/or stored on a device prior to activating the Biometric Access Credential on the said device.

在激活所述设备上的生物识别访问凭证之前，必须删除登记和/或存储在设备上的任何第三方生物识别数据。

- 6.3 Customer agrees that the Biometric Access Credential relies on such third party identification features which are proprietary to these third parties, and that use of these Products shall be in accordance with the applicable terms and conditions of the third party provider of the relevant third party features. In particular, but without limiting the generality of the foregoing, the Bank has no responsibility where any third party software or hardware incorrectly identifies or authenticates any Customer or Authorised User(s) or Biometric Access Credential, the sole risk of which (and any loss or damage suffered by the Customer or Authorised User(s) thereby) shall be borne by the Customer and Authorised User(s).

用户同意，生物识别访问凭证依赖于该等第三方专有的第三方识别功能，并且这些产品的使用应符合相关第三方功能的第三方提供商的适用条款与条件。特别是，在不限制上述规定之一般性的前提下，如任何第三方软件或硬件错误地识别或验证任何客户或授权用户或生物识别访问凭证，本行概不负责，所有风险（以及客户或授权用户因此遭受的任何损失或损害）均由客户和授权用户承担。

- 6.4 Notwithstanding anything contrary stated in or implied by this Agreement, the Biometric Access Credential shall only be used for: (a) the purpose of accessing certain information about the Customer's Accounts as may be made available via such service from time to time; (b) the QR Function; (c) the purpose of carrying out transactions for the transfer of funds from the Customer's Accounts (subject to any applicable limits or conditions as may be prescribed by the Bank from time to time); or (d) in specified circumstances, the continued access and use of certain parts of the Application in the manner prescribed by the Bank (such as with the additional requirement to use a prescribed Access Credential to transact or to transmit Communications).

尽管本协议中有任何相反规定或暗示，生物识别访问凭证仅可用于：(a) 访问不时通过该等服务提供的客

户账户相关信息；(b) 二维码功能；(c) 进行从客户账户转出资金的交易(受本行不时规定的任何适用限制或条件约束)；或(d) 在特定情况下，以本行规定之方式继续访问和使用应用程序的某些部分(比如附加要求使用规定的访问凭证进行交易或传送通信)。

7. OCBC ATM SERVICE

华侨银行自动柜员机服务

- 7.1 In connection with the Account(s) and/or Product(s), the Bank may make available the OCBC ATM Service as part of its Electronic Services to the Customers via automated cash deposit machines, automated teller machines and/or any other equipment as the Bank may designate for such purposes and in such manner as the Bank may specify in its absolute discretion at any time from time to time.

就账户和/或产品而言，本行可通过自动存款机、自动柜员机和/或本行可随时酌情指定的用途及方式，向客户提供华侨银行自动柜员机服务，作为其电子服务的一部分。

8. PAYNOW

- 8.1 PayNow allows a person (including any entity) with a valid account with a participating bank, including the Bank, or an e-wallet with a participating e-wallet provider to request that (each such request a "Transaction Request") its bank or e-wallet provider carry out a transaction (a "PayNow Transaction") to transfer an amount specified by such person ("Transfer Amount") from its designated account or e-wallet to the PayNow Account maintained by its designated recipient with a participating bank or participating e-wallet provider under PayNow ("Recipient").

PayNow 允许个人(包括任何实体)在参与银行(包括本行)开立有效账户，或拥有参与电子钱包提供商的电子钱包，可要求其银行或电子钱包提供商进行交易(每个该等请求称为“交易请求”)，将该人指定的金额(“转账金额”)从其指定账户或电子钱包转到(“PayNow 交易”)PayNow 下由其指定收款人在参与银行或参与电子钱包提供商持有的 PayNow 账户(“收款人”)。

Terms and Conditions for Funds Transfers through the OCBC PayNow Corporate Service

有关通过华侨银行 PayNow 企业服务进行资金转账的条款与条件

- 8.2 The OCBC PayNow Corporate Service allows the Customer through itself, or through its Authorised Users, initiate a Transaction Request for the transfer of a Transfer Amount from its designated Account to the PayNow Account maintained by a Recipient where the Recipient is either identified through its Proxy, PayNow QR Code or such other means prescribed by the Bank from time to time.

华侨银行 PayNow 企业服务允许客户通过其自身或其授权用户发起交易请求，将转账金额从其指定账户转至收款人持有的 PayNow 账户，而收款人可以通过其代理、PayNow 二维码或本行不时规定的其他方式识别。

- 8.3 The Customer may conduct the following types of PayNow Transactions via the OCBC PayNow Corporate Service to Recipients who must be a Registered PayNow User in accordance with the terms and conditions under this Product Addendum and such instructions, procedures and directions as may be prescribed by the Bank from time to time:

客户可根据产品附录的条款与条件及本行不时规定的指令、程序和指示，通过华侨银行 PayNow 企业服务进行以下类型的 PayNow 交易，收款人必须是 PayNow 注册用户：

- (a) transactions pursuant to a Transaction Request submitted through the relevant Electronic Service prescribed by the Bank by which the Recipient is identified through its Proxy ("Proxy Transactions"); and

根据通过本行规定的相关电子服务提交的交易请求进行交易，并通过其代理识别收款人(“代理交易”)；及

- (b) transactions pursuant to a Transaction Request submitted through the Application by which the Recipient is identified through his or her PayNow QR Code ("**PayNow QR Transactions**").

根据通过应用程序提交的交易请求进行交易，通过其 PayNow 二维码识别收款人(“PayNow 二维码交易”)。

- 8.4 Where the Customer wishes to carry out a PayNow Transaction, it must first submit a request ("**Look-Up Request**") through the relevant Electronic Service prescribed by the Bank to initiate the first step in making a Transaction Request, by providing such information as may be requested by the Bank, including keying in the Proxy provided by the Recipient or scanning or uploading the PayNow QR Code shared with the Customer by the Recipient. If the information the Customer or Authorised User submits via a Look-Up Request corresponds to a Registered PayNow User's Proxy, the Customer or such Authorised User will be shown (via a display on the relevant screen) the Entity Name or the Nickname (as the case may be), and, where applicable, the E-Wallet Name, of such Registered PayNow User and details of the Account(s) from which the Customer may make the relevant transfer of funds for the purposes of the PayNow Transaction. In order to submit the Transaction Request, the Customer or Authorised User will be required to take such further steps as required by the Bank.

若客户希望进行 PayNow 交易，则必须首先通过本行规定的相关电子服务提交请求(“**查询请求**”)，以启动交易请求的第一步，提供本行可能要求的信息，包括输入收款人提供的代理文件或是扫描或上传收款人与客户共享的 PayNow 二维码。如果客户或授权用户通过查询请求提交的信息与 PayNow 注册用户的代理相对应，客户或该等授权用户将(通过相关屏幕显示)显示该等 PayNow 注册用户的实体名称或昵称(视情况而定)、(如适用)电子钱包名称，以及客户可为 PayNow 交易进行相关资金转账的账户详细信息。

- 8.5 The Customer acknowledges and agrees that:

客户认可并同意：

- (a) the Customer or the relevant Authorised User shall be responsible for checking the Entity Name or Nickname (as the case may be), and, where applicable, E-Wallet Name displayed and for ensuring that the relevant Registered PayNow User is the intended Recipient of the funds. The Bank shall be in no way liable to any Customer for any losses, liabilities, costs, expenses damages, claims, actions or proceedings of any kind whatsoever in connection with the Customer's, or its relevant Authorised User's, failure to take any and all precautions to ensure that the said Registered PayNow User is the intended Recipient of the funds;

客户或相关授权用户应负责检查实体名称或昵称(视情况而定)、(如适用)显示的电子钱包名称，并确保相关 PayNow 注册用户是资金的预定收款人。若客户或其相关授权用户未能采取任何及所有预防措施以确保上述 PayNow 注册用户是资金的预定收款人，则对于任何损失、责任、成本、费用、损害赔偿、索赔、诉讼或任何类型的程序，本行不对客户负责。

- (b) the Registered PayNow User whose Entity Name or Nickname (as the case may be) and, where applicable, E-Wallet Name is displayed shall be deemed to be the Recipient, the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such Registered PayNow User is the intended Recipient or that the bank account or e-wallet designated by such person is that of the intended Recipient, and the Bank shall not be liable for transferring the Transfer Amount to such Registered PayNow User even if such person is not the intended Recipient (regardless of whether such transfer is to the intended Recipient's designated bank account or e-wallet); and

显示实体名称或昵称(视情况而定)以及电子钱包名称(如适用)的 PayNow 注册用户将视为收款人，本行无义务亦无须采取任何措施向任何一方核实或寻求任何其他确认，以明确该等 PayNow 注册用户是否为预定收款人，或该等人士指定的银行账户或电子钱包是否为预定收款人，即使该等 PayNow 注册用户并非预定收款人，本行亦不承担将转账金额转至该等 PayNow 注册用户的责任(不论该等转账是否转至预定收款人指定的银行账户或电子钱包)；及

- (c) in relation to each Transaction Request and/or PayNow Transaction:

与每个交易请求和/或 PayNow 交易相关：

- (i) the Customer hereby instructs and authorizes the Bank to debit its designated Account and transfer or procure the transfer of the Transfer Amount to the relevant Registered PayNow User's PayNow Account; and

客户在此指示并授权本行借记其指定账户，并将转账金额转至或促使转至相关 PayNow 注册用户的 PayNow 账户；及

- (ii) the Bank need not process the PayNow Transaction or transfer the Transfer Amount if there are insufficient funds in its designated Account.

如银行指定账户内资金不足，银行无须处理 PayNow 交易或转账款项。

Terms and Conditions for Registration for the OCBC PayNow Corporate Service

有关华侨银行 PayNow 企业服务注册的条款与条件

- 8.6 The Customer may itself or through its Authorised Users register under PayNow to be a Registered PayNow User in order to receive payments of Transfer Amounts from customers ("**Payers**") of participating banks or participating e-wallet providers under PayNow ("**Payer Entities**") who have requested the Payer Entity to transfer the relevant Transfer Amount to the Customer's PayNow Account by identifying such Account through the Customer's Proxy or such other means prescribed by the Bank from time to time, including the PayNow QR Code.

客户可以自己或通过其授权用户在 PayNow 下注册为 PayNow 注册用户，以便从参与银行的客户(“付款人”)或 PayNow 下的参与电子钱包提供商(“付款人实体”)处接收转账资金，这些客户已要求付款实体通过客户代理或本行不时规定的其他方式识别相关转账资金，并转至客户的 PayNow 账户，包括 PayNow 二维码。

- 8.7 A Customer or Authorised User may submit a request to the bank for the Customer to be registered as an OCBC PayNow User for the purpose of receiving payments to such Account designated by the Customer or Authorised User to be the Customer's PayNow Account through the OCBC PayNow Corporate Service in accordance with the terms and conditions under this Product Addendum and such instructions, procedures and directions as may be prescribed by the Bank from time to time ("**Registration Request**"), and subject to the condition that the Customer must be:

客户或授权用户可按照产品附录的条款与条件，以及本行不时规定的指令、程序和指示，向本行申请将客户注册为华侨银行 PayNow 注册用户，用于通过华侨银行 PayNow 企业服务向客户或授权用户指定的客户 PayNow 账户收款(“注册请求”)，但前提是，客户：

- (a) a valid user of the relevant Electronic Service prescribed by the Bank from time to time through which the PayNow Transaction is to be carried out and comply with these terms and conditions; and

须是本行不时订明的相关电子服务有效用户，通过该电子服务进行 PayNow 交易，并遵守这些条款与条件；及

- (b) not be registered as a Registered PayNow User with a participating bank under PayNow other than the Bank, (each such user registered by the Bank at its absolute discretion from time to time, an "**OCBC PayNow User**"). If a Customer wishes to be registered as an OCBC PayNow User but is currently registered as a Registered PayNow User with another participating bank under PayNow other than the Bank, it has to first complete the relevant de-registration procedures prescribed by the relevant third party participating bank, before submitting a Registration Request in accordance with this Clause.

不得在本行以外 PayNow 参与银行注册为“PayNow 注册用户”(该等用户由本行不时酌情登记，“华侨银行 PayNow 用户”)。如果客户希望注册为华侨银行 PayNow 用户，但目前已在 PayNow 下的其他参与银行(本行除外)注册为 PayNow 注册用户，则必须先完成相关第三方参与银行规定的注销程序，方可根据本条款提交注册请求。

8.8 The Customer agrees and acknowledges that:

客户同意并确认:

- (a) each Registration Request is irrevocable once made and it will not be able to withdraw, cancel or make any changes to such Registration Request;

每项注册请求一经提出即不可撤销, 客户将无法撤回、取消或更改该等注册请求;

- (b) the Entity Name under which its PayNow Account is registered with the Bank shall be linked to each Proxy designated by such Customer or Authorised User in accordance with Clause 8.8, and will be displayed or otherwise made available to any customer of a participating bank or participating e-wallet provider under PayNow who carries out a request to identify another Registered PayNow User by its Proxy, as a security measure for confirming such Registered PayNow User's identity as the intended recipient of the relevant funds;

其 PayNow 账户在本行注册的实体名称应与该客户或授权用户根据第 8.8 条指定的每个代理相关联, 并将显示或以其他方式提供给 PayNow 下参与银行或参与电子钱包提供商的任何客户(通过其代理请求识别另一 PayNow 注册用户), 作为一种安全措施, 以确认该 PayNow 注册用户作为相关资金预定收款人的身份;

- (c) it shall inform the Bank as soon as practicable (but in any case within three (3) working days) of any changes in its UEN or such other unique identifier used as its Proxy. The Customer agrees and accepts that possible consequences of the Customer failing to do so include without limitation the automatic deregistration of the Customer and/or the Customer's Proxy as described under Clause 8.10 below.

其应在切实可行范围内尽快(但无论如何应在三(3)个工作日内)将其 UEN 或用作其代理的其他唯一标识符的任何更改通知本行。客户同意并接受, 若不这样做, 可能的后果包括但不限于自动注销客户和/或客户代理, 如下文第 8.10 条所述。8.10

8.9 The Customer or Authorised User may de-register such Customer as an OCBC PayNow User or a specific Proxy by submitting a de-registration request through the relevant Electronic Service prescribed by the Bank, in accordance with the instructions prescribed by the Bank ("**De-Registration Request**").

客户或授权用户可根据本行规定的指示, 通过本行规定的相关电子服务提交注销请求(“**注销请求**”), 将该客户的 OCBC PayNow 用户或特定代理身份予以注销。

8.10 The Customer agrees that:

客户同意:

- (a) each De-Registration Request is irrevocable once made and it will not be able to withdraw, cancel or make any changes to such De-Registration Request. Without prejudice to any of the Bank's rights or remedies, the Customer agrees that the Bank may terminate its access and/or use of the OCBC PayNow Corporate Service by de-registering the Customer and/or its Proxy (without the Customer or any Authorised User having submitted any De-Registration Request) from time to time, including but not limited to automatic de-registration within five (5) working days where the Bank has reason to believe that the UEN or such other unique identifier used as the Customer's Proxy or the Account used as the Customer's PayNow Account is no longer valid; and

每项注销请求一经提出即不可撤销, 客户将无法撤回、取消或更改该等注销请求。在不影响本行任何权利或救济的前提下, 客户同意本行可不时通过注销客户和/或其代理(在客户或任何授权用户未提交任何注销请求的情况下)的方式终止其访问和/或使用华侨银行 PayNow 企业服务, 包括但不限于在五(5)个工作日内自动注销(如本行有理由相信用作客户代理的 UEN 或其他唯一标识符或客户 PayNow 账户不再有效); 及

- (b) the Bank shall be entitled, at its sole and absolute discretion, to reject or refuse to accept or process or to cancel any Registration Request or De-Registration Request and shall not be required to give any reason for the same.

本行有权酌情决定拒绝接受、处理或取消任何注册请求或注销请求，而本行无需就此说明任何理由。

- 8.11 The Customer agrees to inform the Bank immediately of any transfers in respect of which it believes or has reason to suspect: (a) it is not the intended recipient; or (b) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. The Customer understands that failure to do so may result in the commission of a criminal offence. Where a Customer has not so notified the Bank, it shall be deemed to warrant that it is the intended recipient of the Transfer Amount.

客户同意将其认为或有理由怀疑为以下情形的任何转账立即通知本行：(a)该转账不是预定收款人；或(b)直接或间接构成犯罪或非法行为得益。客户了解，不这样做可能会导致刑事犯罪。如客户未就此通知本行，则应视为保证其为转账金额的预定收款人。

- 8.12 If a PayNow Transaction cannot be or is not completed for any reason, the Bank shall not be liable to the Customer in respect of the incomplete PayNow Transaction, including without limitation, the Customer's. The PayNow Transaction non-receipt of the Transfer Amount shall be considered as incomplete if the Transfer Amount fails to be credited to the PayNow Account for any reason (whether by reason of a failure in PayNow, FAST payment system or otherwise).

如果 PayNow 交易因任何原因无法或未能完成，本行将不对未完成的 PayNow 交易(包括但不限于客户的交易)向客户承担责任。如果转账金额因任何原因(无论是由于 PayNow、FAST 支付系统故障或其他原因)未能汇入 PayNow 账户，则未收到转账金额的 PayNow 交易应视为不完整。

Requesting for payments via PayNow QR Code

申请通过 PayNow 二维码付款

- 8.13 The Customer may request the Bank to generate a PayNow QR Code for such Customer to request and receive funds transfers from third party Payers via PayNow QR Transactions, without revealing its Account number, in accordance with the terms and conditions under this Product Addendum and such instructions, procedures and directions as may be prescribed by the Bank from time to time.

客户可要求本行根据产品附录的条款与条件以及本行不时规定的指令、程序和指示，生成 PayNow 二维码，以便客户通过 PayNow QR 交易向第三方支付付款人请求和接收资金转账，而无需透露其账号。

- 8.14 For a Customer to be able to receive funds transfers via PayNow QR Transactions:

客户若要通过 PayNow QR 交易接收资金转账：

- (a) such Customer must be a Registered PayNow User; and
该客户必须是 PayNow 注册用户；及
- (b) such Customer must comply with such instructions, procedures and directions as may be prescribed by the Bank from time to time.

客户须遵守本行不时订明的指令、程序和指示。

- 8.15 Upon successful generation of its PayNow QR Code, the Customer may share such PayNow QR Code via such method of sharing or disclosure which the Bank may prescribe for the purposes of allowing Payers to make payments to it via PayNow QR Transactions.

在成功生成 PayNow 二维码后，客户可通过本行规定的共享或披露方式共享该 PayNow 二维码，以允许付款人通过 PayNow 二维码交易向其付款。

- 8.16 If a Singapore government authority or its agent or representative ("**Authority**") provides the Bank a UEN number or other unique identifier for use as an identifier of the Customer, which is identical to any Proxy used by the Customer to receive funds through the OCBC PayNow Corporate Service, the Customer consents to the Bank disclosing to such Authority any or all of the following:

如果新加坡政府当局或其代理人或代表(“**当局**”)向本行提供 UEN 号码或其他唯一标识符, 作为客户的标识符, 该标识符与客户通过华侨银行 PayNow 企业服务接收资金所使用的任何代理相同, 客户同意本行向当局披露以下任何或全部信息:

- (a) the name of Customer and/or its UEN number or such other unique identifier used as the Customer's Proxy;

客户名称和/或其 UEN 号码或用作客户代理的其他唯一标识符;

- (b) the bank with which the account is held (ie. OCBC), and a hashed version of the account number associated with its PayNow Account;

持有该账户的银行(即华侨银行), 以及与其 PayNow 账户相关联的账号散列版本;

- (c) its PayNow Account type;

其 PayNow 账户类型;

- (d) information on successful, attempted, or failed attempts, by any Authority, to send funds to its PayNow Account; and

任何当局试图向其 PayNow 账户发送资金成功或失败的信息; 及

- (e) information connected to any of the foregoing, or relevant for the governance, management or administration of any attempts to send funds to its PayNow Account, by any Authority.

与上述任何内容有关的信息, 或任何当局试图向其 PayNow 账户发送资金的治理、管理或行政相关信息。

General

一般规定

- 8.17 The OCBC PayNow Corporate Service is provided "as is" and "as available". The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the access to or use of, the OCBC PayNow Corporate Service or in relation to the processing of or any other matter relating to any Transaction Request, PayNow Transaction or the processing of or any other matter relating to a request to receive the Transfer Amount. The Customer acknowledges and agrees that the acceptance by the Bank of its submission of a Look-Up Request and/or Transaction Request does not amount to a representation or warranty by the Bank to process the PayNow Transaction or transfer the Transfer Amount to the Recipient's PayNow Account and the Bank does not represent or warrant that:

华侨银行 PayNow 企业服务按“现状”并在“可用”基础上提供。本行明确排除就华侨银行 PayNow 企业服务或与任何交易请求、PayNow 交易或与接收转账金额请求相关的任何其他事项处理作出任何担保、声明、保证、约定或承诺(无论是明示或默示、法定或其他)。客户认可并同意, 本行接受其提交的查询请求和/或交易请求并不构成本行声明与保证处理 PayNow 交易或将转账金额转至收款人的 PayNow 账户。本行亦不声明与保证:

- (a) the OCBC PayNow Corporate Service will meet the Customer's requirements;

华侨银行 PayNow 企业服务将满足客户的要求;

- (b) the OCBC PayNow Corporate Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or

华侨银行 PayNow 企业服务将始终可使用、可访问，并与任何网络基础设施、系统或本行不时提供的其他服务进行运作或互操作；或

- (c) the Customer's or Authorised User's use of the OCBC PayNow Corporate Service, the processing of any Look-Up Request, Transaction Request or PayNow Transaction or the Bank's processing of a request to receive the Transfer Amount will be uninterrupted, timely, secure or free of any malware or error.

客户或授权用户使用华侨银行 PayNow 企业服务，处理任何查询请求、交易请求或 PayNow 交易，或本行处理接收转账金额的请求，均应不间断、及时、安全，且无任何恶意软件或错误。

- 8.18 The Customer acknowledges that PayNow is operated by Banking Computer Services Private Limited (the "PayNow Service Provider") and is provided by the PayNow Service Provider to the Bank and other participating banks and participating e-wallet providers, to enable the Customer to access and use the OCBC PayNow Corporate Service, and that the access and use of the OCBC PayNow Corporate Service may be subject to the availability of the services of the PayNow Service Provider.

客户认可，PayNow 由银行计算机服务私人有限公司(“PayNow 服务提供者”)运作，并由 PayNow 服务提供者提供给本行及其他参与银行和参与电子钱包供应商，以使客户能够访问和使用华侨银行 PayNow 企业服务，而访问和使用华侨银行 PayNow 企业服务可能视乎 PayNow 服务提供者的服务是否可用而定。

- 8.19 The Customer acknowledges that unless expressly prohibited by mandatory laws, the Bank shall not be liable to the Customer for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

客户确认，除非强制性法律明文禁止，本行不会就与以下事项有关的任何及所有损失、责任、成本、开支、损害赔偿、申索、诉讼或程序(无论是直接、间接或后果性，无论是基于合同、侵权、疏忽或其他愿意)对客户负责：

- (a) the provision by the Bank of or its use of the OCBC PayNow Corporate Service;
- 本行提供或使用华侨银行 PayNow 企业服务；
- (b) the processing of any Look-Up Request, Transaction Request, Registration Request, De-Registration Request or PayNow Transaction;
- 处理任何查询请求、交易请求、注册请求、注销请求或 PayNow 交易；
- (c) any PayNow Transaction being unsuccessful or considered as unsuccessful or any Transfer Amount not having been transferred to the Recipient's or the Customer's (where the Customer is the intended recipient of funds) PayNow Account or transferred to a recipient other than the intended recipient, whether or not arising from: (i) the Customer's or Authorised User's negligence, misconduct or breach of any of these Terms and Conditions (including as a result of inaccurate information being provided by or to the Customer or Authorised User and/ or a failure to check the Entity Name, Nickname or E-Wallet Name displayed before submitting a Transaction Request); or (ii) any failure, refusal, delay or error by any third party or third party system (including PayNow or FAST payment system) through whom or which any PayNow Transaction is made;

任何 PayNow 交易不成功或被认为不成功，或任何转账金额没有转到收款人或客户(客户是资金的预定收款人)的 PayNow 账户或转到预定收款人以外的收款人，无论是否由于：(i) 客户或授权用户的疏忽、行为不当或违反这些条款与条件(包括由于客户或授权用户提供或向客户或授权用户提供的信息不准确和/或未能在提交交易请求前检查显示的实体名称、昵称或电子钱包名称)；或

(ii)任何第三方或第三方系统(包括 PayNow 或 FAST 支付系统)通过其进行任何 PayNow 交易失败、被拒、延迟或错误;

- (d) any unauthorized access and/or use of the Customer or Authorised User's personal computers or other access devices (including without limitation mobile phone, television and electronic wearables);

未经授权访问和/或使用客户或授权用户的个人电脑或其他访问设备(包括但不限于移动电话、电视及电子可穿戴设备);

- (e) the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data: (i) relating to the Customer, Authorised User and/or any Payer or Recipient; (ii) transmitted through the Customer's or Authorised User's use of the OCBC PayNow Corporate Service; (iii) provided by the Customer, Authorised User or the Payer in the course of using the OCBC PayNow Corporate Service and/or PayNow; and/or (iv) obtained through the Customer's or Authorised User's use of the OCBC PayNow Corporate Service;

任何人随时和不时以任何方式和/或为任何目的使用属下列情况的任何信息或数据: (i)与客户、授权用户和/或任何付款人或收款人有关; (ii)通过客户或授权用户使用华侨银行 PayNow 企业服务而传送; (iii)客户、授权用户或付款人在使用华侨银行 PayNow 企业服务和/或 PayNow 企业服务过程中提供; 和/或(iv)客户或授权用户通过使用华侨银行 PayNow 企业服务而获得;

- (f) any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or

本行通过合理努力无法控制或避免发生的任何事件; 和/或

- (g) the suspension, termination or discontinuance of the OCBC PayNow Corporate Service.

华侨银行 PayNow 企业服务暂停、终止或不再继续。

- 8.20 The Bank shall not be liable to the Customer for any indirect, special or consequential loss, damage, costs, expenses or liability suffered or incurred by the Customer, Authorised User or any third party, howsoever caused.

对于客户、授权用户或任何第三者所遭受或招致的任何间接、特殊或相应损失、损害、成本、开支或责任, 本行概不负责。

- 8.21 Unless expressly prohibited by mandatory laws, the Bank's liability to the Customer arising from or in respect of each PayNow Transaction, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the Bank's provision of the OCBC PayNow Corporate Service and/or under or relating to the terms in this Clause 8 shall not exceed the value of the relevant PayNow Transaction.

除非强制性法律明确禁止, 本行对客户因每笔 PayNow 交易而引起或与之相关的责任, 无论是基于合同、侵权行为(包括疏忽或违反法定责任), 还是因本行提供华侨银行 PayNow 企业服务而引起或与之相关的任何及所有损失、损害或责任, 和/或因第 8 条条规定而引起或与之相关的任何及所有损失、损害或责任, 均不得超过相关 PayNow 交易的价值。

- 8.22 The Customer agrees that the Customer shall not impose a surcharge, special charge, finance charge or similar charges (whether through an increase in price or otherwise) on Payers for making payments via PayNow.

客户同意, 客户不得因付款人通过 PayNow 付款而向其收取附加费、特别费、财务费或类似费用(无论是通过提高价格还是其他方式)。

9. TERMS & CONDITIONS GOVERNING SGQR SERVICE

有关 SGQR 服务的条款与条件

9.1 The Bank may provide the SGQR Service to the Customer subject to the following continuing conditions:

本行可在满足以下持续条件的前提下，向客户提供 SGQR 服务：

- (a) the Customer is a current user of the OCBC PayNow Corporate Service;

客户是华侨银行 PayNow 企业服务的当前用户；

- (b) the Customer has designated an account held with the Bank as the Customer's Corporate PayNow proxy; and

客户已指定在本行持有的账户为客户 PayNow 企业服务的代理账户；及

- (c) the Customer's display and use of the most current version of the SGQR Code issued by the Bank.

客户显示及使用本行发出的最新版本 SGQR 代码。

9.2 The Customer shall adopt all security measures and abide by all directives, guidelines, practices and standards as notified by the Bank from time to time, including without limitation such security measures relating to the use, issuance, generation and revocation of passwords, personal identification numbers, digital keys and/or digital certificates, and the installation and/or use of software, hardware and/or equipment and procedures and obligations relating to encryption and digital authentication.

客户应采取所有安全措施，并遵守本行不时通知的所有指示、指引、惯例和标准，包括但不限于与下列方面有关的安全措施：密码、个人识别号码、数字密钥和/或数字证书的使用、签发、生成和撤销；加密和数字认证软件、硬件和/或设备与程序安装及使用。

9.3 The Customer agrees and acknowledges that it shall not register for or utilize the services of any other bank in respect of the PayNow corporate proxies it has registered for and links to its accounts maintained with the Bank for the location addresses specified in its application.

客户同意并认可，其不得就其 PayNow 公司代理注册或使用任何其他银行的服务，并将其在申请中指定的位置地址与其在本行持有的账户相关联。

9.4 Unless otherwise agreed in writing by the Bank, the Customer shall: (a) be solely responsible for the display of the SGQR code (and all updated or revised versions thereof) which the Bank issues to the Customer (the "SGQR Code"); (b) not print hard copies of the SGQR Code, unless otherwise expressly permitted by the Bank in writing in its sole discretion; and (c) in any instance where the Customer produces or where permitted in accordance with these terms prints any hard copies of the SGQR Code, it shall ensure that it complies with the QR Code Printing Specifications. In response to a request from the Customer for a hard copy of the SGQR Code or otherwise, the Bank may in its sole discretion provide a hard copy of the SGQR Code to the Customer.

除非本行另有书面同意，客户应：(a)自行负责显示本行发给客户的 SGQR 代码(及所有更新或修订版本)(“SGQR 代码”)；(b)不得打印 SGQR 代码硬拷贝，除非本行自行决定以书面形式明确允许；及(c)在任何情况下，如客户生成或在这些条款允许的情况下打印任何 SGQR 代码硬拷贝，则客户应确保其符合二维码打印规范。为回应客户要求提供 SGQR 代码硬拷贝或其他要求，本行可自行决定向客户提供 SGQR 代码硬拷贝。

9.5 The Customer shall ensure that the SGQR Code is displayed in a visible and prominent position and location in its physical store or shop. The Customer shall ensure that only a single SGQR Code in respect of each SGQR ID is placed at the location registered by the Customer with the Bank. At all times, the Customer will prominently display any promotional material provided by the Bank and publicize to payors the payment methods which will be accepted by the Customer as a means of payment. At all times, the Customer shall comply with all directives issued by the Bank and/or the Owners from time to time relating

to the display of the SGQR Code. Insofar as any SGQR Code issued by the Bank incorporates payment amounts, transaction data or other transaction specific information, Customer undertakes to ensure that such SGQR Code is used only in relation to the relevant transaction, and the Bank shall have no liability in respect of any loss, claim or damage that Customer may suffer if the said SGQR Code does not correctly reflect such transaction data, or if the SGQR Code has not been correctly matched against the relevant transaction.

客户应确保将 SGQR 代码显示在其实体店的显眼位置。客户应确保每个 SGQR ID 的唯一 SGQR 代码放置于客户在本行登记的位置。客户将始终在显著位置展示本行提供的任何宣传材料，并向付款人宣传客户将接受作为支付手段的付款方式。在任何时候，客户均应遵守本行和/或所有者不时发出有关 SGQR 代码显示的所有指示。只要本行发出的任何 SGQR 代码包含支付金额、交易数据或其他交易特定信息，客户承诺确保该 SGQR 代码仅用于相关交易。若上述 SGQR 代码未能正确反映该等交易数据，或 SGQR 代码未能与相关交易正确匹配，则本行对客户可能遭受的任何损失、索赔或损害不承担任何责任。

- 9.6 The Customer shall not and shall not allow any person to misuse the SGQR Code or any SGQR Code generator provided by the Bank or any third party (as applicable).

客户不得滥用也不得允许任何人滥用本行或任何第三方(如适用)提供的 SGQR 代码或任何 SGQR 代码生成器。

- 9.7 The Customer shall at all times promptly provide the Bank with any information the Bank requires, including without limitation the Customer's unique entity number or other identification, registered name, the base currency for any SGQR Transaction, merchant category code, and other particulars in its SGQR ID and Customer Record, its payment processing and other related information in its Scheme Payload, and any other information relating to the Customer, for the Bank's provision of the SGQR Service. In addition to the foregoing, the Customer shall provide the Bank with such information which the Bank may request for the purposes of any request from the Controllers, compliance with Applicable Laws, addressing or investigating any feedback complaints, claims, disputes or fraudulent activities or in respect of any SGQR Transaction or for such other purposes relating or relevant thereto or as may be expressly notified to the Customer by the Bank from time to time.

客户应及时向本行提供本行所要求的任何信息，包括但不限于客户的唯一实体编号或其他标识、注册名称、任何 SGQR 交易的基础货币、商户类别代码以及其 SGQR ID 和客户记录中的其他详情、支付处理，以及与客户有关的任何其他信息。本行提供 SGQR 服务所需的信息。除上述内容外，客户应向本行提供本行可能要求的信息，这些信息是为了满足控制人的任何要求、遵守适用法律、处理或调查任何反馈投诉、索赔、纠纷或欺诈活动，或涉及任何 SGQR 交易，或与之相关的其他目的，或本行不时明确通知客户的目的。

- 9.8 The Customer shall be solely responsible for the accuracy, currency, validity, authenticity, completeness and security of all information, communications and instructions provided by it to the Bank (including without limitation all information and data as may be set out in the Customer's Customer Record, Scheme Payload, and/or SGQR ID) in connection with the SGQR Service (whether provided for the purposes of any SGQR registration, amendment or otherwise). In the event that such information, communications and instructions is or becomes inaccurate, misleading or incomplete, the Customer shall promptly update the Bank.

客户应自行负责其向本行提供的与 SGQR 服务有关的所有信息、通信和指示(包括但不限于客户记录和/或 SGQR ID 中可能列出的所有信息与数据)的准确性、及时性、有效性、真实性、完整性和安全性(无论是为任何 SGQR 注册、修订或其他目的而提供)。如果该等信息、通信和指示不准确、误导或不完整，客户应及时向本行更新。

- 9.9 The Customer agrees that all information provided by it to the Bank in connection with the SGQR Service shall comply with all formats, specifications, protocols and requirements as informed by the Bank from time to time.

客户同意，其向本行提供的所有与 SGQR 服务有关的信息均应符合本行不时通知的所有格式、规格、协议及要求。

- 9.10 The Customer agrees to assist the Bank in such manner required by the Bank for the provision of the SGQR Service and in the event of any interruption or stoppage of the SGQR Service, to do all that is necessary to assist the Bank and the Controllers to restore provision of the SGQR Service. In addition to the foregoing, the Customer agrees to enter into such agreements with third parties as directed by the Bank for the provision of the SGQR Service.

客户同意以本行规定之方式协助本行提供 SGQR 服务，并在 SGQR 服务中断或停止的情况下，采取一切必要措施协助本行和控制人恢复提供 SGQR 服务。除上述规定外，客户同意按照本行指示与第三方就提供 SGQR 服务订立此类协议。

- 9.11 The Customer may terminate the SGQR Service by giving to the Bank not less than thirty (30) days' prior notice in writing. Notwithstanding anything in these Terms and Conditions, the Customer agrees that the Bank has the right to refuse to provide the SGQR Service and to immediately suspend or terminate the SGQR Service at its sole and absolute discretion, and in such event to delete any payloads submitted.

客户可提前至少三十(30)天以书面形式通知本行终止 SGQR 服务。尽管这些条款与条件中有任何规定，客户同意，本行有权拒绝提供 SGQR 服务，可自行决定立即暂停或终止 SGQR 服务，并在此情况下删除任何提交的计划消息体。

- 9.12 In the event of termination of the SGQR Service (whether by the Bank or by the Customer) for whatever reason, the Customer shall immediately to destroy and delete the SGQR Codes and upon the Bank's request, to give the Bank evidence of or certify such destruction and deletion promptly at the Customer's sole cost and expense. Upon termination, the Bank shall be entitled to update the CR Register, including the removal of any Scheme Payloads previously submitted by the Bank to the CR Register.

如果 SGQR 服务因任何原因终止(无论是由银行还是由客户)，客户应立即销毁和删除 SGQR 代码，并应本行要求立即向本行提供销毁和删除的证据或证明，费用由客户自行承担。终止服务后，本行有权更新 CR 登记册，包括删除本行先前向 CR 登记册提交的任何计划消息体。

- 9.13 The Customer shall not acquire any rights in respect of Intellectual Property Rights of the Bank or any member of the Scheme (including without limitation any of their names, logos or marks) or any rights in the PayNow name or mark or in the SGQR name or the SGQR Code.

客户不得就本行或任何计划成员的知识产权(包括但不限于他们的任何名称、徽标或标记)或 PayNow 名称或标记或 SGQR 名称或 SGQR 代码获得任何权利。

- 9.14 The Customer agrees that:

客户同意：

- (a) the Bank and the Controllers are granted a worldwide, royalty-free and irrevocable license to use any Intellectual Property Rights it furnishes to the Bank for the purpose of providing the SGQR Service (the "Permitted Use"); and

本行和控制人获授一项全球性、免使用费且不可撤销的许可，允许其为提供 SGQR 服务之目的使用其提供给本行的任何知识产权(“许可使用”)；及

- (b) the Bank has permission to furnish and license any Intellectual Property Rights the Customer furnishes to the Bank to the Controllers for the Permitted Use,

本行有权将客户提供给本行的任何知识产权提供给控制人作许可用途，

and further warrants and represents that:

并进一步保证与声明：

- (c) it is the sole and absolute owner of the Intellectual Property Rights it furnishes to the Bank or otherwise has obtained all necessary rights and licenses from the owners and proprietors of the Intellectual Property Rights to grant the license and permissions as set out above; and

客户是其提供给本行的知识产权的唯一和绝对拥有人，或已从知识产权的拥有者和所有人处获得所有必要权利和许可，有权授予上述许可；及

- (d) the Bank's and the Controllers' use of the Intellectual Property Rights as set out above will not infringe the intellectual property rights or other rights of any third party,

本行和控制人对上述知识产权的使用不会侵犯任何第三方的知识产权或其他权利，

and without limitation to the generality of anything herein, the Customer shall indemnify the Bank and the Controllers from any losses, damages, costs, charges, expenses (including without limitation legal costs), claims, proceedings and actions incurred as a result of any breach of the foregoing warranties.

且在不限协议任何条款之一般性的前提下，客户应赔偿本行和控制人因违反上述保证而发生的任何损失、损害、成本、收费、费用(包括但不限于法律费用)、索赔、诉讼和行动。

- 9.15 The Customer shall not do or omit to do anything which may hinder the Bank's provision of the SGQR Service (whether to the Customer or to a third party) or expose or potentially expose the Bank to any third party claims, including without limitation any claims from the Controllers or members of the Scheme.

客户不得有任何作为或不作为可能妨碍本行提供 SGQR 服务(无论是对客户还是对第三方)，也不得导致本行面临或可能面临任何第三方索赔，包括但不限于来自控制人或计划成员的任何索赔。

- 9.16 The Customer understands that SGQR Service is a third party service that is neither owned nor operated by the Bank and that the provision of the SGQR Service necessitates the availability, operation and interface at the relevant time of a combination of systems, and that the Bank is reliant on the Operator and other Controllers for the provision of the SGQR Service, and that the SGQR Service will not be error-free or interruption-free but will be affected by needs for repairs, modifications, improvements, emergencies and other reasons. The Bank does not make any express or implied warranty with respect to any services, systems, procedures, services, or products in respect of the SGQR Service, whether from it or any third party service providers, and any security measures, security features and/or measures of the SGQR Service, or any procedures, services, or products of the Bank or any third party service provider, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description. The Customer understands that any security measures used by the Bank are dependent on, the hardware and software products of third parties and the Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss, damage, costs, expense or liability from any direct or indirect use of or reliance on any security measure and for any breakdown, unauthorised access or damage to the CR System. The Customer further agrees and understands that all use of the SGQR Service and any SGQR Code is at the Customer's sole risk and the Bank shall in no event be liable in the event of an erroneous generation of a SGQR Code or the SGQR Code has not been correctly matched against the relevant transaction, regardless of the extent of the Bank's involvement in the aforesaid situations.

客户了解，SGQR 服务是一项第三方服务，并非由本行拥有和运营，提供 SGQR 服务必须在相关时间有相应系统给予支持。本行依赖运营者和其他控制人提供 SGQR 服务，SGQR 服务并非无差错或无中断，而是会因维修、修改、改进、紧急情况和其他原因的需要而受到影响。本行不对 SGQR 服务的任何服务、系统、程序、服务或产品(无论是来自本行或任何第三方服务提供者)作出任何明示或默示保证，也不对 SGQR 服务的任何安全措施和/或特性，或本行或任何第三方服务提供者的任何程序、服务或产品作出任何保证，包括对适销性、良好质量、适合特定用途和/或符合描述的任何保证。客户了解，本行所使用的任何安全措施均依赖于第三方硬件及软件产品，本行无须就任何直接或间接使用或依赖任何安全措施而造成的任何直接、间接或相应损失、损害、成本、费用或责任，以及对 CR 系统的任何故障、未经授权访问或损坏(无论基于合同、侵权或其他)承担责任。客户还同意并了解，所有使用 SGQR 服务和任何 SGQR 代码的风险均由客户自行承担，在任何情况下，如果错误生成 SGQR 代码或 SGQR 代码未与相关交易正确匹配，无论本行在上述情况下的参与程度如何，本行概不负责。

- 9.17 The Customer agrees that it is solely responsible for dealing with any dispute of whatsoever nature concerning any goods and/or services offered, supplied, sold, delivered and/or performed by or through the Customer or which constitute the subject matter of a SGQR Transaction, including any dispute concerning the quality, nature and/or price of any such goods and/or services. Under no circumstances shall the Bank have any liability arising out of any such dispute.

客户同意，其自行负责处理由客户或通过客户提供、销售、交付和/或履行的任何商品和/或服务相关争议，包括有关任何该等商品和/或服务的质量、性质和/或价格的任何争议。在任何情况下，本行均不对该等争议承担任何责任。

- 9.18 The Customer understands in respect of any request or query in connection with the provision of the SGQR Service, the Bank may only disclose such information or act as permitted by the Owners.

客户了解，对于任何与提供 SGQR 服务有关的要求或查询，本行仅可披露该等信息或在所有者允许的情况下行事。

- 9.19 The Customer shall be bound by all electronic communications, computer files, messages, documents and records generated by the CR System and the Bank's systems, situated in or outside of Singapore, in respect of its use of the SGQR Service and the SGQR Transactions, which shall be deemed to be valid, accurate and authentic, and final, conclusive and binding on the Customer and its customers.

客户在新加坡境内或境外使用 SGQR 服务和 SGQR 交易时，应受 CR 系统和本行系统产生的所有电子通信、计算机文件、信息、文件和记录约束，这些信息应视为有效、准确和真实、最终、有决定性，并对客户及其客户具有约束力。

- 9.20 The Customer shall obtain full and accurate authorizations, mandates, consents and approvals required by any Applicable Laws (including without limitation the PDPA) before submitting any information and data, including that of any third party, to the Bank for the disclosure of its information including those contained in its Customer Record, Scheme Payload and SGQR ID to the Operator for its use, processing, archival and disclosure to service providers, members of the Scheme and their affiliates, customers and merchants, for the purpose of providing, maintaining and enhancing the SGQR Service and related services to members of the Scheme, their merchants and customers and to the public in the form of SGQR IDs, QR codes and SGQR Outputs and for such other purposes in connection with the Scheme as required by any of the Controllers, and shall comply and ensure compliance with all confidentiality, secrecy, data protection, and other requirements at law (including the PDPA). Without limitation to the foregoing, the Customer agrees to keep all specifications relating to the SGQR Code (excluding the QR Code Printing Specifications) and any information relating to the Controllers confidential and shall not give, divulge or reveal such information to any person, except where the Bank's prior written consent is obtained.

在向本行提交任何信息和数据(包括任何第三方的信息和数据)以披露其信息(包括客户记录、计划消息体和 SGQR ID 中包含的信息)供运营者使用、处理、存档和向服务提供者、计划成员及其关联人、客户和商户披露之前，客户应获得任何适用法律(包括但不限于新加坡个人数据保护法 PDPA)所要求的完整和准确授权、委托、同意和批准，以 SGQR ID、二维码和 SGQR 输出形式向计划成员、其商户和客户以及公众提供、维护和加强 SGQR 服务及相关服务，以及实现任何控制人要求与计划有关的其他目的，并应遵守并确保遵守所有保密、数据保护，以及法律(包括 PDPA)的其他要求。除上述规定外，客户同意对与 SGQR 代码有关的所有规格(不包括二维码打印规格)及与控制人有关的任何信息保密，且不得向任何人提供、泄露或透露该等信息，但事先获得本行书面同意的除外。

- 9.21 The Customer hereby consents to the disclosure of its and its Payment Schemes' applicable information (including without limitation those contained in the Customer Records, Scheme Payloads and SGQR IDs) to the public in the form of SGQR IDs, SGQR Codes and SGQR Outputs.

客户在此同意以 SGQR ID、SGQR 代码和 SGQR 输出形式向公众披露其及其支付计划的适用信息(包括但不限于客户记录、计划消息体和 SGQR ID 中包含的信息)。

- 9.22 The Customer agrees that the Bank and the Controllers shall be under no liability whatsoever for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with any:

客户同意，本行及控制人对因以下情况直接或间接引起的任何损失或损害不承担任何责任：

- (a) erroneous, inaccurate, outdated or incomplete information provided by the Customer, or CR messages created, amended, deleted or sent by any member of the Scheme, Customer or any other person; and

客户提供的错误、不准确、过时或不完整信息，或由任何计划成员、客户或任何其他其他人创建、修改、删除或发送的 CR 消息；及

- (b) reliance by any member of the Scheme, Customer or any other person on the contents of any SGQR Output, information provided by the Customer or CR messages,

计划成员、客户或任何其他其他人依赖任何 SGQR 输出内容、客户提供的信息或 CR 消息，

and the Customer further agrees that the Bank, the Controllers (and their respective officers, employees and agents) shall not be liable to the Customer for any loss or damage to the Customer resulting therefrom, including loss or damage to the reputation of the Customer.

且客户还同意，本行、控制人(及其各自高级管理人员、员工及代理人)无须就客户因此而遭受的任何损失或损害(包括客户声誉的损失或损害)向客户承担责任。

- 9.23 Without prejudice to any of the Bank's rights and remedies under these Terms and Conditions or otherwise at law, to such extent permitted by law, the Customer shall indemnify the Bank within seven (7) days of demand for any and all losses, liabilities, damages, costs, charges and expenses (including legal costs), actions, demands and proceedings of whatsoever nature the Bank suffers or incurs in connection with:

在法律允许的范围内，在不影响本行根据这些条款与条件或其他法律所享任何权利和救济的情况下，客户应在本行要求后七(7)天内，就本行因以下情况而遭受或招致的任何损失、责任、损害、成本、收费和开支(包括法律费用)、诉讼、要求和程序，向本行作出赔偿：

- (a) any false, erroneous, inaccurate, incomplete or outdated information or instructions provided to the Bank;

向本行提供任何虚假、错误、不准确、不完整或过时的信息或指示；

- (b) any breach of the Customer's representations, warranties and obligations in this Product Addendum;

违反客户在产品附录中所作声明、保证或义务；

- (c) any printing or display of any SGQR Code which does not conform to the protocols or directives of the Bank or the Controllers;

打印或显示不符合本行或控制人协议或指示的任何 SGQR 代码；

- (d) any printing of the SGQR Code by the Customer whether or not authorized by the Bank (whether or not such printing is in accordance with the QR Code Printing Specifications);

客户打印任何 SGQR 代码，无论是否获得本行授权(无论该等打印是否符合二维码打印规范)；

- (e) display of any SGQR Code which is not issued by the Bank or which is not the most current version of the relevant SGQR Code issued by the Bank;

显示任何非本行发出的或非最新版本的 SGQR 代码；

- (f) where any SGQR Code incorporates payment amounts, transaction data or other transaction specific information, any use of such SGQR Code by the Customer in relation to a transaction other than one to which such payment amounts, transaction data and/ or other transaction specific information references relate;

若任何 SGQR 代码包含支付金额、交易数据或其他特定交易信息，则客户在与该等支付金额、易数据和/或其他特定交易信息引用相关的交易中使用该等 SGQR 代码；

- (g) Customer establishing a PayNow Account or entering into any arrangement with any other bank or service provider to generate or process payments in relation to any SGQR Code, or nominating

an account not held with the Bank as its PayNow corporate proxy or for the location addresses specified in its application;

客户建立 PayNow 账户或与任何其他银行或服务提供者达成任何安排，以生成或处理与任何 SGQR 代码有关的付款，或指定非在本行持有的账户作为其 PayNow 公司代理或其申请中指定的位置地址；

- (h) Customer terminating the OCBC PayNow Corporate Service;

客户终止华侨银行 PayNow 企业服务；

- (i) any breach of any Applicable Laws;

违反任何适用法律的行为；

- (j) any SGQR Transaction deemed or found by the Bank to be fraudulent or unauthorized;

本行认为或发现任何 SGQR 交易具有欺诈性或未经授权；

- (k) any fraudulent, illegal or unlawful activity by the Customer and/or its officers, employees, agents, nominees or third party service providers;

客户和/或其高级管理人员、员工、代理人、指定人员或第三方服务提供者实施任何欺诈或非法活动；

- (l) any acts or omissions of the Customer's payors;

客户付款人的任何作为或不作为；

- (m) any claim brought by the Controllers, any member of the Scheme or any other person in respect of any matter relating to the SGQR Service or any SGQR Transaction; and

控制人、任何成员或任何其他人士就与 SGQR 服务或任何 SGQR 交易有关的事项提出任何索赔；及

- (n) the Bank's contemplation of or execution, exercise or enforcement of any its rights, powers, remedies, authorities or discretions against the Customer.

本行考虑、行使或强制执行其对客户的任何权利、权力、救济、权限或酌情裁量权。

For the avoidance of doubt, the Bank's rights of set off under Clause 10 of Section A of the Terms shall apply in respect of the foregoing indemnity.

为免生疑问，本行在条款第 A 部分第 10 条项下抵销权应适用于上述赔偿。

- 9.24 Without prejudice to all rights of the Bank to disclose, whether with or without notice to the Customer and whether orally or in writing, any information relating to the Customer and/or SGQR Transactions (including without limitation personal data comprised in any information submitted) and/or any other information whatsoever concerning any matters, the Customer hereby irrevocably permits the Bank, its officers, employees, agents and third party service providers and the Operator to disclose (information relating to the Customer and/or SGQR Transactions) to:

在不损害本行披露客户相关信息和/或 SGQR 交易相关信息(包括但不限于其中包含的个人数据)和/或与其他事项有关的信息之权利的情况下，无论是否通知客户或无论是口头或书面形式，客户在此不可撤销地允许本行及其高级管理人员、员工、代理人、第三方服务提供者和运营者将客户相关信息和/或 SGQR 交易相关信息披露给：

- (a) any of the Bank's offices, branches, related corporations, associates or affiliates and their respective officers, employees, agents and third party service providers;

本行任何办事处、分支机构、相关公司、联营公司及其各自高级管理人员、员工、代理人和第三方服务提供者；

- (b) any auditor of the Bank or the Customer;

本行或客户的审计师；

- (c) the Commissioner of Stamp Duties, the Registrar of Companies, Registrar of Businesses, Registrar of Titles, Registrar of Deeds and /or any other government officials or departments or relevant bodies to whom the Bank deems fit to disclose information;

印花税署、公司注册长、商业注册处、业权注册处、契约注册处和/或本行认为适合向其披露信息的任何其他政府官员或部门或有关机构；

- (d) any taxation authority or body in accordance with such standards applicable to it;

任何税务机关或机构(符合相关标准)；

- (e) any insurer, reinsurer and insurance broker;

保险公司、再保险公司、保险经纪人；

- (f) any service provider or any other related person including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purposes of data processing or providing any service on behalf of the Bank to the Customer or in connection with such outsourcing arrangements the Bank may have with any third party where the Bank has outsourced certain functions to the third party;

任何服务提供者或其他相关人士，包括第三方服务提供者、销售及电话营销机构、业务伙伴或在该等服务提供者实施的保密条件下，实现数据处理或代表本行向客户提供任何服务之目的，或涉及本行与第三方就特定职能作出的任何外包安排；

- (g) the Controllers, any members of the Scheme and their merchants;

控制人、计划成员及其商户；

- (h) any nominee, trustee, co-trustee, centralised securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by the Bank to the Customer;

任何指定人士、受托人、共同受托人、集中证券存管人或登记人、托管人、地产代理人、律师或与本行向客户提供服务或产品有关的其他人士；

- (i) any lawyers, auditors, tax advisors, investment banks and other professional advisors who are restricted to the nature of the business relationship in which the Customer is involved with the Bank;

任何律师、审计员、税务顾问、投资银行及其他专业顾问(限于客户与本行所涉及业务关系的性质)；

- (j) any proposed transferee or assignee of, or participant or sub-participant in, any rights and obligations of the Bank and any security therefor for any purposes connected with such proposed transfer or assignment;

本行任何权利和义务的拟受让人、参与者或分参与者，以及与该等拟转让有关的任何目的；

- (k) any debt collection agency or person engaged by the Bank to collect any sums of money owing to the Bank from the Customer;

本行委聘向客户收取本行欠款的任何讨债机构或人士；

- (l) any person to whom the Bank is required by the applicable legal, governmental or regulatory requirements to make disclosure to;

根据适用法律、政府或监管规定，本行须向其披露的任何人士；

- (m) the Customer's agent, executor or administrator, receiver, manager, judicial manager and/or any person in connection with any compromise or arrangement or any insolvency proceeding relating to the Customer;

客户的代理人、遗嘱执行人或管理人、接管人、司法管理人和/或与客户有关的任何和解或安排或任何破产程序所涉人士；

- (n) any of the Customer's directors (in the case of a company) or partners (in the case of a partnership, limited partnership or limited liability partnership) and authorized signatories;

客户的任何董事(如属公司)或合伙人(如属合伙企业、有限合伙或有限责任公司)及授权签署人；

- (o) any other person to whom disclosure is permitted or required by law;

法律允许或要求披露的任何其他人士；

- (p) any solicitor acting for the Bank, the Customer or any customer of the Bank or Customer;

代表本行、客户或其任何客户行事的律师；

- (q) other banks, financial institutions, credit bureaus (including but not limited to the Credit Bureau (Singapore) Pte Ltd) or credit reference agents or to any court or regulatory authorities or agencies or government or persons the Bank deems fit in its sole and absolute discretion whether in Singapore or any other applicable jurisdiction; and

其他银行、金融机构、征信局(包括但不限于征信局(新加坡)私人有限公司)或征信代理人，或本行在新加坡或任何其他适用司法管辖区认为合适的任何法院、监管当局或机构、政府或人士；及

- (r) any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of the SGQR Service.

任何必要或适当人士，或因 SGQR 服务运作相关使用或访问(不论是否获授权)而需要披露的人士。

This clause is not and shall not be deemed to constitute, an express or implied agreement by the Bank with the Customer for a higher degree of confidentiality than that prescribed in law. The consent and the Bank's rights under this clause are in addition to and are not affected by any other agreement with the Customer and shall survive the termination of the SGQR Service.

本条并非亦不应视为构成本行与客户就高于法律规定的保密程度所达成的明示或默示协议。本行在本条项下同意及权利是与客户达成的任何其他协议之补充，且不受该等协议影响，并在 SGQR 服务终止后继续有效。

9.25 In connection only with the SGQR Service and without prejudice to the generality of Clause 10 of Section A of the Terms:

仅就 SGQR 服务而言，且在不影响条款第 A 部分第 10 条之一般性的前提下：

- (a) the Customer shall pay all charges and fees agreed with or imposed by the Bank from time to time;

客户须支付与本行不时议定或由本行收取的所有费用；

- (b) the Customer irrevocably authorises the Bank to debit at any time and from time to time any account of the Customer with the Bank with any amount due or owed to the Bank from or by the Customer;

客户不可撤销地授权本行随时和不时从客户在本行所持账户扣除任何到期或欠本行的款项；

- (c) the Bank may at any time and without notice to the Customer, deduct from or set off against any payment or sum due to the Customer, any amount due from the Customer to the Bank, whether as damages or otherwise; and

银行可随时在不通知客户的情况下，从本行应付给客户的任何款项中扣除或抵消客户应付给本行的任何款项，不论是作为损害赔偿或其他原因；及

- (d) the Bank may for such purpose convert into Singapore currency at such rate as may be determined by the Bank at its sole discretion any sum due to or from the Customer.

本行可为此目的，按本行自行决定的汇率将应付或来自客户的任何款项转换为新加坡货币。

- 9.26 The Customer understands that: (a) where a SGQR ID ceases to contain any Scheme Payload, such SGQR ID will be deactivated and de-registered from the CR System on or after the effective date of such cessation; and (b) where a Customer Record ceases to contain any SGQR ID, such Customer Record will be deactivated and de-registered from the CR System on or after the effective date of such cessation.

客户了解：(a)若 SGQR ID 停止包含任何计划消息体，则该 SGQR ID 将在停止生效之日或之后从 CR 系统中停用并注销；以及(b)如客户记录不再包含任何 SGQR ID，则该客户记录将在停止生效之日或之后从 CR 系统中停用并注销。

- 9.27 The Customer agrees that the Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

客户同意，本行不对与以下事项有关的任何及所有损失、责任、成本、开支、损害赔偿、申索、任何类型的诉讼(无论是直接、间接或后果性)(无论是基于合同、侵权、过失或其他原因)负责：

- (a) any unsuccessful generation of a SGQR Code or QR Code or transaction to the Customer's designated Account via a SGQR Code or QR Code, whether or not arising from any failure, refusal, delay or error by any third party or third party system, equipment or device (including mobile device) through whom such transaction is made;

未成功生成 SGQR 代码或二维码，或通过 SGQR 代码或二维码向客户指定账户进行交易，无论是否由任何第三方或第三方系统、设备或设备(包括移动设备)的任何故障、拒绝、延迟或错误引起；

- (b) any delay, error, interruption, suspension, termination or stoppage of the SGQR Service;

SGQR 服务的任何延迟、错误、中断、暂停、终止或停止；

- (c) any delay in issuing any SGQR Code to the Customer;

向客户发出任何 SGQR 代码发生延迟；

- (d) any outdated, obsolete or superseded SGQR Code generated or used by the Customer;

客户生成或使用任何过时或已取代的 SGQR 代码；

- (e) any losses, damages, loss of profit, goodwill, reputation or business contracts, or any other form of economic loss suffered or incurred by the Customer, however arising or caused in connection with the provision of the SGQR Service;

客户遭受或招致的任何损失、损害、利润、商誉、声誉或商业合同损失，或任何其他形式的经济损失，无论其是否因提供 SGQR 服务而引起；

- (f) any erroneous or incorrect SGQR Code issued or provided by the Operator and/or CR System, including without limitation errors relating to the embedment of the wrong payment amounts, transaction data or other transaction specific information;

运营者和/或 CR 系统发布或提供任何错误或不正确的 SGQR 代码，包括但不限于与错误支付金额、交易数据或其他特定交易信息嵌入相关的错误；

- (g) any breakdown, deficiency or malfunction in any equipment, software or telecommunication system howsoever caused in connection with the provision of the SGQR Service;

因提供 SGQR 服务而导致任何设备、软件或电信系统发生缺陷或故障；

- (h) any SGQR Transaction;

任何 SGQR 交易；

- (i) any use, misuse, purported use or misuse, loss, theft or unauthorised use of the Customer's SGQR Code;

使用、误用、声称使用或误用、丢失、盗窃或未经授权使用客户的 SGQR 代码；

- (j) any remedial or preventive or security measures undertaken by the Bank or the Controllers;

银行或控制人采取任何补救、预防或安全措施；

- (k) the fault, negligence or fraudulent or dishonest act or omission of the Customer or its officers, employees, agents, nominees or third party service providers, or of any third party, including without limitation the Controllers or their third party service providers;

客户或其高级管理人员、员工、代理人、指定人员或第三方服务提供者，或任何第三方(包括但不限于控制人或第三方服务提供者)的过失、疏忽、欺诈、不诚实作为或不作为；

- (l) any act or omission of the Customer or any third parties;

客户或任何第三方的任何作为或不作为；

- (m) any generation, non-generation, scanning function, wrongful access, non-functioning or malfunctioning, expiry, use or misuse of the SGQR Code by the Customer;

SGQR 代码生成、非生成、扫描功能、错误访问、无功能或故障、过期，或客户对 SGQR 代码的使用或误用；

- (n) any direct or indirect use of or reliance on any security measure and for any breakdown, unauthorised access or damage to the CR System; and/or

直接或间接使用或依赖任何安全措施，以及 CR 系统发生任何故障、未经授权访问或损坏；和/或

- (o) any printing of the SGQR Code by the Customer whether or not authorized by the Bank (whether or not such printing is in accordance with the QR Code Printing Specifications).

客户打印 SGQR 代码，无论是否获得本行授权(无论该等打印是否符合二维码打印规范)。

- 9.28 The Customer shall bear and pay any and all taxes, duties, withholdings or levies (including without limitation goods and services tax) imposed on any SGQR Transaction or any payment made in connection with the SGQR Service. In the event the Bank decides at its sole and absolute discretion to make payment of such, the Customer shall reimburse the Bank on demand for any and all amounts paid by the Bank on an indemnity basis.

客户应承担并支付对任何 SGQR 交易或与 SGQR 服务相关的任何付款征收的任何及所有税款、关税、预扣税或征费(包括但不限于商品和服务税)。如本行酌情决定支付该等款项, 客户应按要求向本行作出偿还。

- 9.29 In connection with the SGQR Service, any statement issued by the Bank and signed by any of its officers or solicitors as to any amount due or owing by the Customer to the Bank in respect of any matter or account stated in such statement shall constitute conclusive evidence as against the Customer as to the amount due or owing in respect of the matter or account stated. Notwithstanding the foregoing, nothing in this clause shall prevent the Bank from correcting any error or discrepancy in such statement and issuing a substitute statement.

就 SGQR 服务而言, 任何由本行发出并由本行任何高级管理人员或律师签署的对账单(涉及客户就该对账单中所述事项或账目的任何到期或所欠款项)均构成对客户有关该等款项的确凿证据。尽管有上述规定, 本条款中任何规定均不得妨碍本行更正该对账单中的任何错误或差异, 并发出替代对账单。

- 9.30 Notwithstanding the termination of the SGQR Service for any reason, all indemnities and obligations under this Clause 9, which, by their terms are to survive such termination shall continue in full force till all liabilities, monies or claims due from the Customer to the Bank are fully satisfied. Without limitation to the generality of the foregoing, it is expressly acknowledged by the Customer that the obligations, indemnities and terms under Clauses 9.6 to 9.8, 9.12 to 9.17, 9.19, 9.22 to 9.30 of this Product Addendum shall survive regardless of any termination of the SGQR Service. Termination of the SGQR Service for any reason shall not release the Customer from any liability which, at the time of such termination, has already accrued prior to termination.

尽管 SGQR 服务因故终止, 第 9 条项下所有赔偿和义务, 根据其条款, 在终止后继续有效, 直到客户对本行的所有债务、款项或索赔完全清偿为止。9 在不限于上述规定之一般性的情况下, 客户明确认可, 无论 SGQR 服务是否终止, 产品附录第 9.6 至 9.8 条、9.12 至 9.17 条、9.19 条、9.22 至 9.30 条项下义务、赔偿和条款均将继续有效。因故终止 SGQR 服务均不能免除客户在终止前已经产生的任何责任。

10. AL-WADI'AH CURRENT/DEPOSIT ACCOUNT

AL-WADI' AH 往来/存款账户

- 10.1 The Bank shall accept the sum of money deposited and any sum of monies to be subsequently deposited into an Al-Wadi'ah Account opened by Customer based on the Syari'ah (Islamic) principle of Al-Wadi'ah Yad Dhamanah (Guaranteed Custody) concept.

本行将接受客户根据伊斯兰教义 Al-Wadi 'ah Yad Dhamanah(保证托管)概念开立的 Al-Wadi 'ah 账户所存入的款项和随后将存入的任何款项。

- 10.2 Under the concept of Al-Wadi'ah, the Customers entrust the Bank with their funds and the Bank guarantees payment of the whole sum or any part thereof standing to the credit of such Customer's Al-Wadi'ah Account(s) when demanded.

根据 Al-Wadi 'ah 概念, 客户将其资金委托给本行, 本行在要求时保证支付该客户 Al-Wadi 'ah 账户的全部或任何部分款项。

- 10.3 the Customer consents to the Bank utilising or dealing with the whole or any part of monies standing to the credit of his/her Al-Wadi'ah Account(s) in such manner as the Bank shall deem fit to the extent permitted by the guidelines and notices issued from time to time by the Syari'ah Advisory Council in Singapore.

客户同意本行在新加坡 Syari 'ah 咨询委员会不时发布的指导方针和通知允许的范围内, 以本行认为合适的方式使用或处理其 Al-Wadi 'ah 账户贷方的全部或任何部分资金。

- 10.4 Under the concept of Al-Wadi'ah, the Bank may, at its discretion, declare dividends for the utilisation of the funds in the Al-Wadi'ah Accounts.

根据 Al-Wadi 'ah 概念, 本行可酌情宣派股息, 以使用 Al-Wadi 'ah 账户中的资金。

- 10.5 No overdrawn of any Al-Wadi'ah Account shall be permitted.

任何 Al-Wadi'ah 账户都不允许透支。

- 10.6 Subject to the foregoing, the "Account" and its cognate expressions as used in the Terms shall be construed to include Al-Wadi'ah Accounts save that all references to "interest" herein (save for Clause 3.9 and Clauses 15.7 and 15.19 of Section A of the Terms) shall mean dividend(s).

在不违反上述规定的情况下，条款中使用的“账户”及其同源表述应解释为包括 Al-Wadi'ah 账户，但协议中所有提及的“利息”（条款第 3.9 条和条款第 A 部分第 15.7 和 15.19 条除外）均指股息。

11. TERMS AND CONDITIONS GOVERNING OCBC ONECOLLECT

有关 OCBC ONECOLLECT 的条款与条件

- 11.1 In order to access the various functionalities and features of OCBC OneCollect, the Customer must first link an Account with PayNow.

为了访问 OCBC OneCollect 的各种功能和特性，客户必须首先将账户与 PayNow 相关联。

QR Code Feature

二维码功能

- 11.2 The Customer agrees that the QR Code Feature of OCBC OneCollect incorporates PayNow QR Codes, and use of the QR Code Feature is subject to the terms and conditions of the Agreement governing the generation and use of PayNow QR Codes.

客户同意，OCBC OneCollect 二维码功能包含 PayNow 二维码，且二维码功能的使用受协议中有关 PayNow 二维码生成和使用的条款与条件约束。

Credit Notification Feature

贷记通知功能

- 11.3 The Customer agrees that any notification provided by the Bank under the Credit Notification Feature of OCBC OneCollect (each a "OCBC OneCollect Notification") shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit and the terms of Clause 5 shall apply mutatis mutandis to each OCBC OneCollect Notification as if it is a notification provided under the OCBC Alert Notifications Service.

客户同意，本行应在本行合理认为合适的时间，向客户传递或以其他方式向客户提供提供 OCBC OneCollect 贷记通知功能项下通知，第 5 条规定应比照适用于每份 OCBC OneCollect 通知，就如同是华侨银行提醒通知服务项下通知一样。

Transaction History Feature

交易历史功能

- 11.4 The Customer acknowledges that the Bank may limit the Transaction History Feature to only display certain past OCBC OneCollect Transactions via the Transaction History Feature, and the Customer further expressly agrees that Clauses 2.3 and 8.3(c) of Section B of the Terms shall also apply to such Transaction History Feature.

客户认可，本行可将交易历史功能限制为仅通过交易历史功能显示某些过去的 OCBC OneCollect 交易，客户还明确同意，条款第 B 部分第 2.3 和 8.3(c) 条也适用于该项交易历史功能。

Refund Feature

退款功能

- 11.5 If the Customer, an Authorised User or a Designated User makes a request via OCBC OneCollect to use the Refund Feature in relation to a particular OCBC OneCollect Transaction ("**Refund Instruction**"), the Bank may in its sole and absolute discretion use reasonable endeavours to process the Refund Instruction but is under no obligation to do so. The Customer agrees that the terms in Clauses 8.7 and 8.8 of Section A of the Terms shall also apply to any recall, cancellation or amendment of any payment pursuant to any Refund Instruction.

如客户、授权用户或指定用户通过 OCBC OneCollect 要求就某笔特定的 OCBC OneCollect 交易使用退款功能(“退款指示”), 本行可酌情作出合理努力处理退款指示, 但无义务这样做。客户同意, 条款第 A 部分第 8.7 及 8.8 条规定亦适用于根据任何退款指示而所作付款的任何召回、取消或修改。

- 11.6 Upon the Bank receiving a Refund Instruction, the Bank is authorized to debit the Account(s) for the amounts specified in each such instruction and effect payment to the payee specified in the Refund Instruction. In effecting any such payment, the Bank shall not be obliged to identify the actual account number(s) of the payee, but may rely on such account proxy identifiers and proxy payment platforms as the Bank may see fit (including without limitation, such identifiers used in connection with PayNow), and/or third party payment providers to effect such payments, and the Customer agrees to be bound by any terms and conditions (as well as any limitations or exclusions of liability) that may apply in relation to the use of such proxy identifiers, platforms and/or third party payment providers.

在收到退款指示后, 本行有权将每条该等指示中规定的金额从账户借方扣除, 并向退款指示中规定的收款人付款。在进行任何此类付款时, 本行无义务识别收款人的实际账号, 但可依赖本行认为合适的账户代理标识符和代理支付平台(包括但不限于就 PayNow 所使用的此类标识符)和/或第三方支付提供商进行此类付款。客户同意受与使用该等代理标识符、平台和/或第三方支付提供商有关的任何条款与条件(以及任何限制或排除责任)约束。

- 11.7 The Bank shall have the right to (but is not bound to) to effect such debits from the Account(s) notwithstanding that to do so may result in any overdraft or an increase of any overdraft resulting therefrom.

本行有权(但无义务)从账户中支取该等借项, 尽管这样做可能导致透支或因此而增加透支。

- 11.8 The Customer agrees that the terms of Clause 8.3 of Section A of the Terms shall also apply to any Refund Instruction. Without limiting the generality of the foregoing, in making any payment, the Bank shall have no obligation to ensure that:

客户同意, 条款第 A 部分第 8.3 条规定也适用于任何退款指示。在不限制上述规定之一般性的前提下, 在支付任何款项时, 本行无义务确保:

- (a) the payee has any legal or other right to receive any payment authorized by the Customer under any Refund Instruction;

收款人有任何法定权利或其他权利接收客户根据任何退款指示授权的任何款项;

- (b) the amounts paid by the Bank match any previous payments by the payee to the Customer;

本行支付的款项与收款人以往支付给客户的款项相符;

- (c) the actual payor of funds paid pursuant to any Refund Instruction is indeed the person or party intended as the payee by the Customer, or that the account number or account proxy identifier is that of such intended payee;

根据任何退款指示所支付款项的实际付款人确实是客户拟作为收款人的人士或团体, 或账户号码或账户代理识别码为该等拟收款人的号码或账户代理识别码;

- (d) the account of the payee is active and in good standing; and/or

收款人账户有效, 且良好存续; 和/或

- (e) there have not been any changes to the holders of the account of the payee or any mandates relating thereto.

收款人的账户持有人或任何与之相关的授权未发生任何变化。

- 11.9 Unless otherwise expressly agreed between the Bank and the Customer, the Bank shall not be obliged to advise the Customer of any debits and/or credits so effected in connection with any Refund Instruction.

除非本行与客户另有明确约定，本行无义务通知客户任何与退款指示有关的借记和/或贷记。

- 11.10 The Bank shall have the right to deem any data submitted by the Customer, any Authorised User or any Designated User (or any person using their respective Access Credentials) in connection with any Refund Instruction to be authorised for disclosure, complete, accurate, and reliable.

本行有权将客户、授权用户或指定用户(或任何使用其各自访问凭证的人士)就退款指示提交的任何数据视为授权披露、完整、准确及可靠。

- 11.11 The Customer agrees that the indemnities in Clauses 8.8(a) and 14.1(d) of Section A of the Terms shall also apply to:

客户同意，条款第 A 部分第 8.8(a) 条及 14.1(d) 条所述赔偿亦适用于：

- (a) the Bank accepting or acting on any Refund Instruction or any inability to do so, regardless of the manner in which such Refund Instructions are submitted or communicated to the Bank; and

本行接受或履行任何退款指示或无法履行任何退款指示，无论该等退款指示以何种方式提交或传达给本行；及

- (b) any recall, cancel or amendment of any Refund Instruction or any recovery of any payments.

任何退款指示的召回、取消或修改，或任何付款的追讨。

Mandate

委托

- 11.12 The Customer agrees that the terms and conditions in the Agreement relating to the authority of the Customer and each Authorised User to operate and access the Accounts and Products provided by the Bank and to issue instructions relating thereto shall apply to OCBC OneCollect and the Designated Users' operation, access and/or use of OCBC OneCollect mutatis mutandis. The Customer further agrees and acknowledges that each Authorised User is authorised to appoint and designate Designated Users, who will have the right to view and perform transactions in relation to the Customer's account, and further appoint other Designated Users who will also have such rights. The Customer agrees to be bound by any instructions or authorisations received from any Authorised User or Designated User.

客户同意，协议中有关客户及各授权用户操作及访问本行所供账户及产品的权限及发出相关指示的条款与条件，经必要修改后适用于 OCBC OneCollect 及指定用户对 OCBC OneCollect 的操作、访问和/或使用。客户还同意并认可，每个授权用户有权委托指定用户查看和执行与客户账户有关的交易，并进一步委托其他同样拥有该等权利的指定用户。客户同意受任何授权用户或指定用户发出的任何指示或授权约束。

Additional Disclaimers of Liability

额外免责声明

- 11.13 The Customer agrees that the exclusions of liability in Clauses 13.1 of Section A of the Terms and Clauses 8.1 to 8.4 of Section B of the Terms shall also apply to any expense, loss, damage, liability or other consequences suffered or incurred by the Customer in connection with OCBC OneCollect, including without limitation in connection with and/or arising from:

客户同意，条款第 A 部分第 13.1 条和条款第 B 部分第 8.1-8.4 条所述责任排除也适用于客户因 OCBC OneCollect 而遭受或招致的任何费用、损失、损害、责任或其他后果，包括但不限于与以下原因有关和/或引起：

- (a) any failure by any Designated User to maintain the security or confidentiality of OCBC OneCollect and/ or the device(s) it is installed on;

任何指定用户未能维护 OCBC OneCollect 和/或其安装设备的安全性或保密性；

- (b) any OCBC OneCollect Notification being or subsequently becoming erroneous, inaccurate or invalid;

任何 OCBC OneCollect 通知错误、不准确或无效，或是随后变得错误、不准确或无效；

- (c) any OCBC OneCollect Notification being sent to the Designated Users;

向指定用户发送的任何 OCBC OneCollect 通知；

- (d) any OCBC OneCollect Notification being displayed on any electronic device used by a Designated User;

在指定用户使用的任何电子设备上显示的任何 OCBC OneCollect 通知；

- (e) any error, inaccuracy or omission in the Transaction History Feature;

交易历史功能中的任何错误、不准确或遗漏；

- (f) the Designated Users' access of the Transaction History Feature, where such Designated Users are authorised by the Customer or its Authorised User(s) to do so;

指定用户在客户或其授权用户授权下对交易历史功能的访问；

- (g) the Bank reversing or failing to reverse any particular OCBC OneCollect Transaction;

本行撤销或未撤销任何特定的 OCBC OneCollect 交易；

- (h) any Refund Instruction (including but not limited to any erroneous transfer, and/or mismatch of any payee and/or payor); and/or

任何退款指示(包括但不限于任何错误转账，和/或任何收款人和/或付款人的不匹配)；和/或

- (i) the Bank acting on or omitting to act on any instructions submitted in connection with the Refund Feature.

本行按照或不按照就退款功能所提交的任何指示行事。

Payment Rail Providers

支付渠道提供商

- 11.14 The Bank may from time to time, in its sole and absolute discretion, make available Payment Rail(s) from one or more PRP(s) on OCBC OneCollect to support OneCollect Transactions. It is the Customer's sole responsibility to ensure that the correct PRP is selected to process payments from the Customer's corresponding end-customer digital wallet or payment platform, and by selecting or using any such PRP services via OneCollect, the Customer agrees and acknowledges as follows:

本行可随时酌情决定，在 OCBC OneCollect 上提供一个或多个 PRP 支付渠道，以支持 OneCollect 交易。客户自行负责确保选择正确的 PRP 来处理客户相应终端客户数字钱包或支付平台付款，若通过 OneCollect 选择或使用任何该等 PRP 服务，即表示客户同意并认可如下：

- (a) as a condition of use and/or access, the Customer may be required to first link an Account with one or more payment rail(s) or scheme(s) as the Bank and/or the PRP may designate;

作为使用和/或访问的条件，客户可能会被要求首先将账户与本行和/或 PRP 指定的一个或多个支付渠道或计划相关联；

- (b) the fullest extent of the Bank's obligations in connection with any such PRP is to only: (a) facilitate the making available of such PRP's Payment Rail to the Customer on a pass-through basis, "as is", "as available" and "as received" by the Bank; and (b) on a commercially-reasonable basis, communicate to the PRP concerns that the Customer has notified the Bank in relation to the PRP's performance of services in respect of the relevant Payment Rail, and the Bank shall not be responsible if any such request or query or other issues referred to the relevant PRP are not resolved. Any such Payment Rail is the sole responsibility of the relevant PRP, and is provided by such PRP as principal. The Bank neither owns nor operates such Payment Rail and the Bank has no obligations in respect of the relevant PRP's due performance;

本行在任何该等 PRP 方面的全部义务仅为：(a)在“按现状”、“可用”和“已收”基础上，推进向客户提供该等 PRP 支付渠道；及(b)尽商业上合理努力，告知 PRP 有关人士客户已就 PRP 相关支付渠道提供服务的情况通知本行，如任何该等要求或查询或涉及相关 PRP 的其他问题未能解决，本行概不负责。任何此类支付渠道均由相关 PRP 自行负责，并由该 PRP 作为委托人提供。本行既 not 拥有也不运营该等支付渠道，本行对相关 PRP 的适当履行不承担任何义务；

- (c) the Customer shall be bound by the prevailing terms and conditions, instructions, procedures and directions as the Bank and/or the relevant PRP may from time to time specify to Customer. Without limiting the generality of the foregoing, the Customer's selection of any PRP and the corresponding Payment Rail of the PRP are subject to: (i) availability and location serviceability from time to time; (ii) this Agreement; and (iii) any additional terms and conditions as the Bank and/or the relevant PRP may specify to Customer;

客户须受本行和/或相关 PRP 不时向客户指明的现行条款与条件、指令、程序和指示约束。在不限上述规定之一般性的前提下，客户对任何 PRP 及相应 PRP 支付渠道的选择须符合以下条件：(i) 可用性及地点可服务性；(ii) 本协议；及 (iii) 本行和/或相关 PRP 向客户指定的任何附加条款与条件；

- (d) the Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from, the access to or use of any PRP, any security measures, security features and/or measures of any Payment Rail, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description. The Bank does not represent or warrant that: (i) any Payment Rail will meet the Customer's requirements; (ii) any Payment Rail will always be available, accessible, function or interoperate with any network infrastructure, system or such other services as the Bank may offer from time to time; and/or (iii) the Customer's or Authorised User's use of any of Payment Rail will be uninterrupted, timely, secure or free of any malware or error;

本行明确排除就任何 PRP、任何安全措施、安全特性和/或任何支付渠道措施的访问或使用作出任何担保、声明、保证、约定或承诺，包括有关适销性、良好质量、适合某一特定目的和/或符合描述的保证。本行不声明与保证：(i) 任何支付渠道将符合客户的要求；(ii) 任何支付渠道将始终可使用、可访问，并与任何网络基础设施、系统或本行不时提供的其他服务进行运作或互操作；和/或 (iii) 客户或授权用户对任何支付渠道的使用，均应不间断、及时、安全，且无任何恶意软件或错误；

- (e) the Customer or its relevant Authorised User may not withdraw, cancel or make any changes to any payment processing instructions following transmission to a PRP, save that the Bank may in its sole and absolute discretion enable a feature allowing the processing of refunds or reversal of payments made via a Payment Rail ("**Refund Feature**"). The Refund Feature is made available by the Bank "as is" and "as available", and is subject in any event to the relevant PRP allowing such refund or reversal to be effected in respect of any Payment Rail. Any use and/or access of the Refund Feature shall be subject to the terms of this Agreement, as well as any

additional policies and guidelines as may be notified to Customer from time to time. Notwithstanding any of the foregoing, the Bank may, at its sole and absolute discretion, cancel or decline to process or complete any such instructions without providing any reason therefor, and the Bank also reserves the right to modify the mechanism of processing refunds from time to time;

客户或其相关授权用户不得在传送至 PRP 后撤回、取消或更改任何付款处理指示，但本行可酌情启用允许处理通过支付渠道付款的退款或撤销付款功能（“退款功能”）。退款功能由本行“按现状”并在“可用”基础上提供，并在任何情况下均受相关 PRP 约束，允许就任何支付渠道进行退款或撤销。退款功能的任何使用和/或访问均须遵守协议条款，以及不时通知客户的任何附加政策和指导方针。尽管有上述规定，本行可酌情决定取消或拒绝处理或完成任何该等指示，无须说明任何理由，本行亦有权不时修改处理退款机制；

- (f) the Customer shall be bound by all electronic communications, messages, documents and records generated by the QR Code Feature or the Bank's systems, regardless whether situated in or outside of Singapore, in respect of any OneCollect Transaction, which shall all be deemed to be valid, accurate and authentic, and final, conclusive and binding on the Customer and its end-customer;

客户应受到由二维码功能或本行系统产生的所有电子通信、信息、文件和记录约束，无论其位于新加坡境内或境外，任何 OneCollect 交易均应视为有效、准确和真实，具有决定性，并对客户及其最终客户产生约束力；

- (g) for the avoidance of doubt, Clauses 6(a)-(d) of Section B of the Terms shall apply where the Customer operates any equipment (including hardware and security devices) in connection with OCBC OneCollect. Without limiting the generality of the foregoing, the Customer shall be solely responsible for obtaining at its sole expense, all telecommunications services, computer equipment, software, and technical infrastructure necessary to connect to, use and integrate with OCBC OneCollect (and/or any application programming interface therein). The Bank does not provide such services, equipment, software, or support, and the Customer shall obtain these at its own cost and risk;

为免生疑问，当客户操作与 OCBC OneCollect 相关的任何设备(包括硬件和安全设备)时，应适用条款第 B 部分第 6(a)-(d) 条。在不限制上述规定之一般性的情况下，客户应负责自费获取连接、使用和集成 OCBC OneCollect (和/或其中任何应用程序编程接口)所需全部电信服务、计算机设备、软件和技术基础设施。本行不提供该等服务、设备、软件或支持，客户应负责获取该等服务、设备、软件或支持，自行承担成本和风险；

- (h) for the avoidance of doubt, Clause 1.6 of Section A of the Terms shall apply such that the Bank has the right at any time and without prior notification therefor to: (i) refuse to make available any PRP via OCBC OneCollect; and/or (ii) immediately suspend or terminate the availability of any PRP (including without limitation any Payment Rail) at its sole and absolute discretion;

为免生疑问，适用条款第 A 部分第 1.6 条规定，本行有权随时且无需事先通知：(i) 拒绝通过 OCBC OneCollect 提供任何 PRP；和/或(ii) 自行决定立即暂停或终止提供任何 PRP (包括但不限于任何支付渠道)；

- (i) the Customer shall at all times promptly provide the Bank with any information (including without limitation corporate, payment processing, transactional or other information) the Bank or any PRP requires for the purposes of making available any PRP on OCBC OneCollect, facilitating any OneCollect Transaction, meeting any request from any PRP, addressing or investigating any feedback complaints, claims, disputes or fraudulent activities, or for such other purposes relating or relevant thereto or as may be expressly notified to the Customer by the Bank from time to time, and Customer further agrees that such information may be disclosed to the relevant PRP for any such purposes. The Customer agrees that all information provided by it to the Bank in connection with OCBC OneCollect shall comply with all formats, specifications, protocols and requirements as informed by the Bank from time to time;

客户应及时向本行提供本行或任何 PRP 所要求的任何信息(包括但不限于公司、支付处理、交易或其他信息),以便在 OCBC OneCollect 上提供任何 PRP,促进任何 OneCollect 交易,满足任何 PRP 的要求,处理或调查任何反馈投诉、索赔、纠纷或欺诈活动,或与之相关的其他目的,或本行不时明确通知客户的其他目的,客户亦同意为任何该等目的向相关 PRP 披露该等信息。客户同意,其向本行提供的所有与 OCBC oncollect 有关的信息均应符合本行不时通知的所有格式、规格、协议及要求;

- (j) the Customer is solely responsible for dealing with any dispute of whatsoever nature concerning any goods and/or services offered, supplied, sold, delivered and/or performed by or through the Customer or which constitute the subject matter of a OneCollect Transaction, including any dispute concerning the quality, nature and/or price of any such goods and/or services. Under no circumstances shall the Bank have any liability arising out of or in connection with any such dispute;

客户自行负责处理由客户或通过客户供应、出售、交付和/或履行的任何商品和/或服务相关争议,包括有关任何该等商品和/或服务的质量、性质和/或价格的任何争议。在任何情况下,本行均不会就任何该等争议而产生或与之有关的任何责任;

- (k) the Customer shall not acquire any rights in respect of Intellectual Property Rights of the Bank or any PRP (including without limitation any of their names, logos or marks, nor in relation to any transactional or other data arising in connection with any OneCollect Transaction);

客户不得就本行或任何 PRP 的知识产权取得任何权利(包括但不限于其任何名称、徽标或标记,亦不得就与任何 OneCollect 交易有关的任何交易或其他数据取得任何权利);

- (l) for the purposes of Clause (a) immediately above, "account proxy identifiers" shall be deemed to include without limitation virtual payment addresses as well as other proxies identifying links to accounts with non-financial institutions;

就上文第(a)条而言,“账户代理标识符”应视为包括但不限于虚拟支付地址以及识别与非金融机构账户链接的其他代理;

- (m) the exclusions of liability in Clauses 13.1 of Section A of the Terms and Clauses 8.1 to 8.4 of Section B of the Terms shall also apply to any expense, loss, damage, liability or other consequences suffered or incurred by the Customer in connection with the making available of any PRP on OCBC OneCollect to support OneCollect Transactions, including without limitation in connection with and/or arising from:

条款第 A 部分第 13.1 条和条款第 B 部分第 8.1-8.4 条所述责任排除也应适用于客户因在 OCBC OneCollect 上提供任何 PRP 以支持 OneCollect 交易而遭受或招致的任何费用、损失、损害、责任或其他后果,包括但不限于由以下原因引起和/或与之相关:

- (i) any Payment Rail;
任何支付渠道;
- (ii) display or disclosure of any QR Code which does not conform to the protocols or directives of the Bank;
显示或披露任何不符合本行协议或指示的二维码;
- (iii) any failure, refusal, delay or error in: (1) the processing of any payments (including without limitation any failure, refusal, delay or error by any Third Party or third party system (including without limitation any payment rail) through whom or which any OneCollect Transaction is made or Payment Rail is processed); and/or (2) generation of any QR Code;

在以下方面失败、被拒、延误或发生错误: (1) 处理任何付款(包括但不限于任何第三方或第三方系统(包括但不限于任何支付渠道)失败、被拒、延误或发生错误,通过该第三

方或第三方系统进行任何 OneCollect 交易或处理任何支付渠道); 和/或(2)生成任何二维码;

- (iv) incorrect selection of any PRP on OCBC OneCollect;

在 OCBC OneCollect 上错误选择任何 PRP;

- (v) any unauthorized access and/or use of the Customer or Authorised User's personal computers or other access devices (including without limitation mobile phone, television and electronic wearables) or Access Credentials; and/or

未经授权访问和/或使用客户或授权用户的个人电脑或其他访问设备(包括但不限于移动电话、电视及电子可穿戴设备)或访问凭证; 和/或

- (vi) the suspension, termination or discontinuance of any Payment Rail;

暂停、终止或不再提供任何支付渠道;

- (n) unless expressly prohibited by mandatory laws, the Bank's liability to the Customer arising from or in respect of each OneCollect Transaction, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to the relevant Payment Rail made available via OneCollect shall not exceed the value of the relevant OneCollect Transaction in respect of which the Payment Rail is used; and

除非强制性法律明确禁止, 本行对客户因每笔 OneCollect 交易而产生或与之相关的责任, 无论是基于合同、侵权(包括疏忽或违反法定责任), 还是就通过 OneCollect 提供相关支付渠道所引起或产生或与之相关的任何及所有损失、损害或责任, 均不得超过使用支付渠道的相关 OneCollect 交易之价值; 及

- (o) the Customer agrees that the indemnities in Clause 14.1(d) of Section A of the Terms shall also apply to any failure by the Customer to comply with: (i) any terms and/or conditions as the Bank or the relevant PRP may specify to Customer from time to time in connection with any Payment Rail; and/or (ii) any provision under this Clause 9.2 (Terms and Conditions Governing OCBC OneCollect).

客户同意条款第 A 部分第 14.1(d) 条规定的赔偿亦适用于客户未能遵守: (i) 本行或相关 PRP 不时就任何支付渠道向客户指明的任何条款和/或条件; 和/或(ii) 第 9.2 条(有关 OCBC OneCollect 的条款与条件)下的任何规定。

- 11.15 The Bank shall not be liable to the Customer for any indirect, special or consequential loss, damage, costs, expenses or liability suffered or incurred by the Customer, Authorised User or any third party, howsoever caused;

对于客户、授权用户或任何第三方所遭受或招致的任何间接、特殊或后果性损失、损害、成本、开支或责任, 本行概不负责;

- 11.16 In this Clause 11 (*Terms and Conditions Governing OCBC OneCollect*), the following words and expressions shall have the following meanings:

Payment Rail	means any payment rail (e.g. payment card, token, app, or e-wallet) and its related services and functionalities (including without limitation payment and/or collection of funds) provided or otherwise made available by a Third Party or Third Parties, which is designated in writing by the Bank from time to time for processing payments from particular wallets of payers of Customer, and which is made available by the Bank in its sole and absolute discretion to support or facilitate OneCollect Transactions; and
支付渠道	

系指由第三方提供或以其他方式提供的任何支付渠道(例如支付卡、代币、应用程序或电子钱包)及其相关服务和功能(包括但不限于支付和/或托收), 由本行不时

书面指定用于处理客户付款人特定钱包的付款，以支持或促进 OneCollect 交易；
及

PRP means the Third Party provider of a Payment Rail.

PRP 系指支付渠道的第三方提供商。

11A. SPECIFIC TERMS APPLICABLE TO ALIPAY PAYMENTS

支付宝支付相关具体条款

For the purposes of Clause 11.14 of this Product Addendum, these Specific Terms Applicable to Alipay Payments (“**Alipay Specific Terms**”) shall apply if the Bank has made available a Payment Rail from Alipay or Alipay+ to a Merchant on OCBC OneCollect to support OneCollect Transactions, and the Merchant selects and/or uses such a Payment Rail to process payments.

为本产品附录第 11.14 条之目的，如果本行已向 OCBC OneCollect 商户提供支付宝或支付宝+支付通道以支持 OneCollect 交易，且商户选择和/或使用该支付通道处理支付，则适用支付宝支付相关具体条款（“**支付宝具体条款**”）。

PART A: APPLICABLE TERMS

第 A 部分：适用条款

11A.1 These Alipay Specific Terms shall apply in addition to Clause 11 of this Product Addendum.

支付宝具体条款作为本产品附录第 11 条之补充予以适用。

11A.2 In the event of any inconsistency between these Alipay Specific Terms and Clause 11 of this Product Addendum, these Alipay Specific Terms shall prevail to the extent of such inconsistency.

支付宝具体条款与本产品附录第 11 条不一致的，以支付宝具体条款为准。

PART B: GENERAL TERMS

第 B 部分：一般条款

11A.3 For the avoidance of doubt, the Merchant agrees and acknowledges to the Bank as follows:

为免生疑问，商户同意并向本行认可如下：

- (a) for the purposes of Clause 11.14 of this Product Addendum: (i) any and all references to “PRP” shall be deemed to include each of Alipay and Alipay+; (ii) any and all references to “Payment Rail” shall be deemed to include Alipay Payments; (iii) any and all references to “PRP services” or “services in respect of the relevant Payment Rail” shall be deemed to include each of Alipay Services and Alipay+ Services; and (iv) any and all references to “OneCollect Transaction” shall be deemed to include any Transaction and any Alipay Payments, and Clause 11.14 of this Product Addendum shall apply accordingly;

为本产品附录第 11.14 条之目的：(i) 凡提及“PRP”应视为包括支付宝和支付宝+；(ii) 凡提及“支付通道”应视为包括支付宝支付；(iii) 凡提及“PRP 服务”或“支付通道相关服务”应视为包括支付宝服务和支付宝+服务；及(iv) 凡提及“OneCollect 交易”应视为包括任何交易和任何支付宝支付，并适用本产品附录第 11.14 条所载规定；

- (b) for the purposes of Clause 11.14(c)(iii) of this Product Addendum, the “additional terms and conditions” shall be deemed to include these Alipay Specific Terms; and

为本产品附录第 11.14(c)(iii) 条之目的，“附加条款与条件”应视为包括支付宝具体条款；
及

- (c) for the purposes of Clause 11.14(e) of this Product Addendum, any use and/or access of the Refund Feature shall be subject further to these Alipay Specific Terms.

为本产品附录第 11.14(e) 条之目的，使用和/或访问退款功能应符合支付宝具体条款规定。

PART C: INTERPRETATION

第 C 部分：释义

11A.4 In these Alipay Specific Terms, unless the context otherwise requires, the following words and expressions shall have the meanings set out in this Clause 11A.4.

在支付宝具体条款中，除文意另有所指外，下列词语具有第 11A.4 条规定之含义。

“Affiliate” means, in respect of a person: (a) a director, officer, partner, member, manager, executor or trustee of such person; and (b) any person directly or indirectly controlling, controlled by, or under common control with, that person. For purposes of this definition, **“control”**, **“controlling”** and **“controlled”** means having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, by virtue of share ownership or otherwise.

“关联方”：就某人而言，系指：(a) 该人的董事、高级管理人员、合伙人、成员、经理、遗嘱执行人或受托人；及 (b) 直接或间接控制该人、受该人控制或与该人同受控制的任何人。就本定义而言，“**控制**”和“**受控**”系指通过合同、股权或其他方式有权推选董事会或其他类似机构（负责某人的管理和指导事宜）的多数成员。

“Alipay” means Alipay.com Co., Ltd., or the payment rail used to facilitate Alipay Payments, as the case may be.

“支付宝”：系指支付宝有限公司或用于方便支付宝支付的支付平台（视情况而定）。

“Alipay Account” means an account allocated to an Alipay User by Alipay or its Affiliates upon completion of registration at Alipay’s designated website at www.alipay.com. Each Alipay Account is for payment and collection between Alipay or its Affiliates and the applicable Alipay User.

“支付宝账户”：系指支付宝用户在支付宝指定网站 www.alipay.com 完成注册后，由支付宝或其关联方分配给支付宝用户的账户。每个支付宝账户用于支付宝或其关联方与相关支付宝用户之间收付款行为。

“Alipay Account Balance” means one of the payment funding sources whereby an Alipay User can use the stored value in his or her Alipay Wallet to make Payments.

“支付宝账户余额”：系指支付宝用户使用其支付宝钱包内储值进行支付的资金来源之一。

“Alipay Marketing Guidelines for Offline Acquirers” means the guidelines relating to marketing-related obligations as made available to the Merchant by each of the Bank and/or Alipay.

“支付宝线下收单营销指南”：系指本行和/或支付宝各自向商户提供的、涉及营销相关义务的指南。

“Alipay Payments” means Payments made via Alipay or Alipay+ by Alipay Users on OCBC OneCollect.

“支付宝支付”：系指支付宝用户通过支付宝或支付宝+在 OCBC OneCollect 上进行的支付。

“Alipay Platform” means the payment processing system developed by Alipay or its Affiliates.

“支付宝平台”：系指由支付宝或其关联方开发的支付处理系统。

“Alipay Services” means:

“支付宝服务”：系指：

(a) processing of a Payment made by an Alipay User through Spot Payment in connection with any Transaction via the Alipay Platform;

处理支付宝用户通过现付方式在支付宝平台上进行的任何交易相关支付；

(b) authorization of such Payment;

授权进行该等支付；

(c) services relating to the settlement of such Payment with the Bank at the Settlement Currency;

以结算货币与本行就该等支付进行结算所涉及的服务；

(d) other related services and ongoing technical support in connection with any of the above; and

与上述任何一项有关的其他相关服务和持续技术支持；及

(e) the provision of access to Alipay's Marketing Platform.

提供支付宝营销平台访问权限。

“Alipay User” means an individual who has completed Alipay's membership registration process and has opened an Alipay Account.

“支付宝用户”：系指已完成支付宝会员注册程序并开立支付宝账户的个人。

“Alipay Wallet” means a digital wallet operated by Alipay or its Affiliates, which has stored value funded through a variety of funding sources and enables Alipay Users to make Payments for Products.

“支付宝钱包”：系指由支付宝或其关联方运营的数字钱包，该钱包通过各种资金来源存储价值，以便支付宝用户能够就产品进行支付。

“Alipay's Marketing Platform” means online platforms (including any mobile application) operated by Alipay through which Alipay Users may access and view the Merchant's Marketing Information and/or any other business or marketing information related to the Merchant and/or Alipay.

“支付宝营销平台”：系指由支付宝运营的在线平台(包括任何移动应用程序)，支付宝用户可通过该平台访问和查看商户的营销信息和/或与商户和/或支付宝相关的任何其他业务或营销信息。

“Alipay+” means Alipay Connect Pte. Ltd.

“支付宝+”：系指支付宝互联私人有限公司。

“Alipay+ Brand Mark” means a mark, including word, name, logo, design, symbol and trademark, that represents Alipay+ and its products and services.

“支付宝+品牌标志”：系指代表支付宝+及其产品和服务的文字、名称、标识、设计、符号和商标等标志。

“Alipay+ Core” means the global payments platform developed by Alipay+ through which payment processing, clearing and settlement, and other services, are provided under the Alipay+ Brand Mark.

“支付宝+核心”：系指由支付宝+开发的全球支付平台，通过该平台提供“支付宝+品牌标志”项下支付处理、结算和交收等服务。

“Alipay+ Services” means transaction clearing and fund settlement services, technical consultancy and technical support services, Alipay+ Core, a limited licence, in accordance with the Participation Documents, to use the Alipay+ Brand Mark, and such other services as may be supplemented or amended from time to time by Alipay+.

“支付宝+服务”：系指交易清算和资金结算服务、技术咨询和技术支持服务、支付宝+核心、根据参与文件使用支付宝+品牌标志的有限许可，以及支付宝+可能不时补充或修改的其他服务。

“Applicable Law” means any applicable law, regulation, rule, policy, judgment, decree, order or directive, at a state or local level, including, without limitation, any regulatory guidelines or interpretations or regulatory permits and licenses issued by governmental or regulatory authorities having jurisdiction over each of the Bank, Alipay and/or Alipay+, that are applicable to each of the Bank, Alipay, Alipay+ and/or each of their businesses, or which each of the Bank, Alipay and/or Alipay+ is otherwise subject to, in each case in force from time to time.

“适用法律”：系指国家或地方任何适用法律、法规、规则、政策、判决、法令、命令或指令，包括但不限于对本行、支付宝和/或支付宝+拥有管辖权的政府或监管机构面向本行、支付宝、支付宝+和/或其业务所颁发，或是本行、支付宝及/或支付宝+须另行遵守的任何有效监管指引或解释或监管许可和执照。

“Confidential Information” means all non-public, proprietary or other confidential information, whether in oral, written or other form, including but not limited to: the content and performance of these Alipay Specific Terms, business plans, capitalization tables, budgets, financial statements, costs, prices, and

marketing plans, contracts and licenses, employee, customer, supplier, shareholder, partner or investor lists, technology, know-how, business processes, trade secrets and business models, notes, sketches, flow charts, formulas, blueprints, and elements thereof, and source code, object code, graphical design, user interfaces and other Intellectual Property, including that of any customer, supplier or other third party (including, in the case of Alipay, the interface technologies, security protocol and certificate to any other website or enterprise provided by Alipay).

“机密信息”：系指所有非公开、专有或其他机密信息，无论是口头、书面还是其他形式，包括但不限于：支付宝具体条款的内容和执行情况、商业计划、股权表、预算、财务报表、成本、价格、营销计划、合同和许可、员工、客户、供应商、股东、合作伙伴或投资者名单、技术、专门知识、业务流程、商业秘密和商业模式、注释、草图、流程图、公式、蓝图及其要素、源代码、目标代码、图形设计、用户界面及其他知识产权，包括任何客户、供应商或其他第三方的知识产权（就支付宝而言，包括支付宝提供的任何其他网站或企业接口技术、安全协议和证书）。

“Data Compromise” means any loss, theft, unauthorized access or revealing of any personal data of Alipay Users or data related to Transactions held by the Bank (including its employees, agents, sub-contractors and others acting on its behalf) and/or any Merchant (including its employees, agents, sub-contractors and others acting on its behalf).

“数据泄露”：系指本行（包括其员工、代理人、分包商和代表其行事的其他人）和/或任何商户（包括其员工、代理人、分包商和代表其行事的其他人）所持支付宝用户个人数据或交易相关数据丢失、被盗、被擅自访问或泄露。

“Disruption Event” means an event which impacts on Alipay’s ability to meet its obligations to the Bank.

“中断事件”：系指影响支付宝履行其对本行义务之能力的事件。

“Economic and Trade Sanctions Laws” means those Applicable Laws imposing economic or financial Sanctions, trade embargoes, export controls and anti-boycott laws and regulations.

“经济贸易制裁法律”：系指实施经济或金融制裁、贸易禁运、出口管制和反抵制相关法律法规。

“Express Checkout” means one of the payment funding sources whereby an Alipay User may debit directly from the Alipay User’s bank card associated with his/her Alipay Account to make a Payment by completing the relevant identification verification procedures (if any).

“快速支付”：系指支付宝用户完成相关身份验证程序（如有）后，直接从与其支付宝账户关联的支付宝用户银行卡中支取支付款项的资金来源之一。

“Government Agency” means any government, semi-governmental, statutory, administrative, revenue, fiscal or judicial body, department, commission, authority, agency, tribunal, public or other person having jurisdiction in connection with the activities contemplated by the agreement between Alipay and the Bank, and includes any body having regulatory or supervisory authority over any part of the business or affairs of each of Alipay and/or the Bank.

“政府机构”：系指对支付宝和/或本行之间协议拟进行活动具有管辖权的任何政府、半政府、法定、行政、税收、财政或司法机构、部门、委员会、机关、法庭、公众或其他人，并包括对支付宝和/或本行各自业务或事务其中任何部分具有监管或监督权力的任何机构。

“Intellectual Property” means any (i) copyright, patent, know-how, domain names, trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered) and all associated goodwill; (ii) applications for registration and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (including its application programming interfaces).

“知识产权”：系指任何(i)版权、专利、专有技术、域名、商标、商号、服务标志、品牌名称、公司名称、标识和设计（无论是否注册）以及所有相关商誉；(ii)注册申请以及就上述任何一项申请注册的权利；及(iii)在世界上任何地方存在的所有其他知识产权及同等或类似保护形式（包括其应用程序编程接口）。

“Internal Policies” means any internal policies of Alipay or its Affiliates with respect to the provision of Alipay Services as may be made available and/or notified to each of the Bank and/or the Merchant from time to time.

“内部政策”：系指支付宝或其关联方就提供支付宝服务而不时向本行和/或商户提供和/或告知的任何内部政策。

“Machine-Readable Medium” means a medium capable of storing or accessing data in a format readable by a mechanical device via barcode code, QR code, or other relevant technology as may be specified by each of the Bank and/or Alipay from time to time.

“机读媒介”：系指能够通过条形码、二维码或本行和/或支付宝不时指定的其他相关技术，以机械设备可读格式存储或访问数据的媒介。

“Malicious Code” means any and all viruses or any other contaminants (including codes, commands, macros, instructions, devices, techniques, bugs, web bugs, or design flaws) that access (without authorization), alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit, or shut down a party's or any of its respective Affiliates' computer systems, networks, infrastructures, devices, websites, databases, software or other data or property.

“恶意代码”：系指任何及所有(未经授权)访问、更改、删除、威胁、感染、攻击、破坏、欺骗、禁用、抑制或关闭一方或其任何关联方所持计算机系统、网络、基础设施、设备、网站、数据库、软件或其他数据或财产的病毒或任何其他污染物(包括代码、命令、宏、指令、设备、技术、漏洞、网络漏洞或设计缺陷)。

“Merchant” means the Customer as defined in the Terms.

“商户”：系指条款中定义的客户。

“Participation Documents” means agreement(s) entered into between Alipay+ and the Bank in connection with Alipay Payments whereunder (inter alia) the Bank participates as an acquiring bank in Alipay+ Core, and “Participation Documents” shall be deemed to include any and all policies, procedures and/or rules (as may be amended from time to time) issued by Alipay+ (or its affiliates) to the Bank in connection with the Bank's participation as an acquiring bank.

“参与文件”：系指支付宝+与本行之间就支付宝支付达成的协议，根据该协议(除其他外)，本行作为收单行参与支付宝+核心，“参与文件”应视为包括支付宝+(或其关联方)向本行发布的与本行作为收单行参与相关的任何及所有政策、程序和/或规则(不时修订)。

“Payment” means the payment in RMB representing the relevant Transaction Value made or to be made by an Alipay User to the Merchant for the purposes of completing the relevant Transaction.

“支付”：系指支付宝用户为完成相关交易而向商户支付代表相关交易价值的人民币款项。

“Personal Information” means personal information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or data, processed by a party in connection with these Alipay Specific Terms.

“个人信息”：系指一方根据支付宝具体条款处理的信息或数据，可以明显或合理确定身份的个人信息或数据，无论其真实与否，也无论是否以实物形式记录。

“PRC” means the People's Republic of China, but for the purposes of these Alipay Specific Terms does not include Taiwan, Hong Kong Special Administrative Region and Macao Special Administrative Region.

“中国”：系指中华人民共和国，但为支付宝具体条款之目的，不包括台湾、香港特别行政区和澳门特别行政区。

“Product” means any and all goods, products, services and/or items that a Merchant makes available for sale to any person, including Alipay Users.

“产品”：系指商户提供出售给任何人(包括支付宝用户)的任何及所有商品、产品、服务和/或物品。

“Refund” means, as appropriate, either (i) the process whereby a Payment already made by an Alipay User is credited, in whole or in part, to that Alipay User as instructed by the Bank or (ii) the amount of such returned funds.

“退款”：系指(i)按照本行指示，将支付宝用户已经支付的款项全部或部分贷记入该支付宝用户账户的过程；或(ii)该笔退款金额。

“RMB” means Ren Min Bi being the lawful currency of the PRC.

“人民币”：系指中国法定货币 - 人民币。

“Sanctions” means the Economic and Trade Sanctions Laws and related regulations, rules or restrictive measures administered, enacted or enforced by a Sanctions Authority.

“制裁”：系指由制裁机构管理、颁布或执行的经济贸易制裁法律及相关法规、规则或限制性措施。

“**Sanctions Authority**” means a Government Agency responsible for the administration, enactment or enforcement of Economic and Trade Sanctions Laws, and related regulations, rules or restrictive measures.

“制裁机构”：系指负责管理、颁布或执行经济贸易制裁法及相关法规、规则或限制性措施的政府机构。

“**Service Fee**” means the service fee payable by the Bank to Alipay.

“服务费”：系指本行支付给支付宝的服务费。

“**Settlement Currency**” means the currency selected by the Bank and communicated to Alipay.

“结算货币”：系指本行选定并告知支付宝的货币。

“**Spot Payment**” means a Payment in relation to a Transaction which is:

“现付”：系指属下列情形的交易相关支付：

- (a) initiated by a Merchant by scanning the barcode (or other machine-readable format) generated in the Alipay app installed on an Alipay User's portable device by a device capable of accessing a Machine-Readable Medium; or

由商户发起支付，通过能够访问机读媒介的设备，扫描安装在支付宝用户便携式设备上的支付宝应用程序所生成的条形码(或其他机读格式)，发起支付；或

- (b) initiated by an Alipay User by scanning the Merchant's barcode (or other machine-readable format) using the relevant scanning feature in the Alipay app installed on Alipay User's portable device capable of accessing a Machine-Readable Medium,

由支付宝用户发起，使用安装在支付宝用户便携式设备(能够访问机读媒介)上的支付宝应用程序内相关扫描功能，扫描商户的条形码(或其他机读格式)，发起支付。

to enable Alipay Users to make cashless Payments to the Merchant using their Alipay Account.

以便支付宝用户能够使用其支付宝账户向商户进行无现金支付。

“**Transaction**” means the purchase of Product(s) by an Alipay User from a Merchant under one purchase order, payment for which is effected using and through the Bank's service as an acquirer.

“交易”：系指支付宝用户向商户下单购买产品，以本行作为收单方进行支付。

“**Transaction Evidence**” means such evidence as Alipay reasonably requires, including the names and prices of the Product(s) to which the disputed Payment relates, together with relevant proof that the Product(s) have been properly delivered or rendered to the Alipay User, and, without limitation, video footage (e.g. CCTV), Transaction receipt and the name and contact information of the Alipay User who used Spot Payment to make Payments for the Product (if collected by the Merchant).

“交易证据”：系指支付宝合理要求的证据，包括争议支付所涉及的产品名称和价格、产品已妥为交付给支付宝用户的相关证明，以及(但不限于)视频片段(例如闭路电视)、交易收据、采用现付方式进行产品付款(如由商户收取)的支付宝用户姓名和联系方式。

“**Transaction Funding Channel**” means Express Checkout or Alipay Account Balance, as provided by Alipay from time to time.

“交易融资渠道”：系指支付宝不时提供的快速支付或支付宝账户余额。

“**Transaction Value**” means, with respect to each Transaction, the amount (including any discount) payable by the Alipay User to the Merchant in respect of the relevant Product(s).

“交易价值”：就每笔交易而言，系指支付宝用户就相关产品支付给商户的金额(包括任何折扣)。

“**Unauthorized Payment**” means any Payment that has not been authorized by the relevant Alipay User.

“非授权支付”：系指未经相关支付宝用户授权的任何支付。

“**Working Day**” means a day (other than a Saturday or a Sunday or any public holiday) on which banks generally are open in Singapore, Hong Kong or the PRC for the transaction of normal banking business.

“工作日”：系指新加坡、香港或中国内地银行正常营业的日子(周六、周日及任何公共假日除外)。

PART D: ADDITIONAL TERMS

第 D 部分：附加条款

- 11A.5 Without prejudice to the generality of Clause 11A.3 of these Alipay Specific Terms and any other provisions under the Agreement, the Merchant additionally agrees to the terms set out in this Part D.

在不影响支付宝具体条款第 11A.3 条之一般性及协议项下任何其他条款的前提下，商户还同意遵守第 D 部分所载条款规定。

- 11A.6 The Merchant shall ensure that all information provided to the Bank, Alipay and/or Alipay+ under these Alipay Specific Terms is true, accurate, complete and up-to-date, and shall notify the Bank, Alipay and/or Alipay+ (as the case may be) immediately of any changes to, or inaccuracies in, the information provided once it becomes aware of such changes or inaccuracies.

商户应确保根据支付宝具体条款向本行、支付宝和/或支付宝+(视情况而定)提供的所有信息都是真实、准确、完整和最新的，并应在知晓所提供信息发生任何变更或存在不准确之处后立即通知本行、支付宝和/或支付宝+。

- 11A.7 The Merchant shall immediately inform the Bank of:

商户应立即将以下事项通知本行：

- (a) any action or event of which it becomes aware that has the effect of making materially inaccurate any of the Merchant's representations or warranties; and/or

其所知导致商户任何声明或保证出现重大错误的任何行为或事件；和/或

- (b) any breach or threatened breach of these Alipay Specific Terms that the Merchant becomes aware of as a result of any act or omission of the Merchant.

其所知因商户任何作为或不作为而导致违反或可能违反支付宝具体条款的行为。

- 11A.8 Each of the Bank, Alipay and Alipay+ shall have the right to conduct due diligence investigation(s) (for example in connection with know-your-customer and anti-money laundering obligations) on the Merchant, including without limitation as may be required under Applicable Law. In addition, for the purposes of Clause 11.14(i) of this Product Addendum, "information" shall include the latest and most updated versions of information on the Merchant as requested by the Bank, Alipay and/or Alipay+ for the purposes of the foregoing due diligence investigation(s). The Merchant agrees and acknowledges to the Bank that each of Alipay and Alipay+ shall have the right to collect, use and/or disclose such information in connection with the provision of the Alipay Services or Alipay+ Services (as the case may be).

本行、支付宝和支付宝+均有权对商户进行尽职调查(例如与“了解您的客户”和反洗钱义务有关的调查)，包括但不限于适用法律可能要求的调查。此外，为本产品附录第 11.14(i) 条之目的，“信息”应包括本行、支付宝和/或支付宝+为上述尽职调查之目的而要求的商户相关最新信息。商户同意并向本行认可，在提供支付宝服务或支付宝+服务(视情况而定)时，支付宝和支付宝+均有权收集、使用和/或披露该等信息。

- 11A.9 For the purposes of Clause 11.14(i) of this Product Addendum, "information" shall include:

为本产品附录第 11.14(i) 条之目的，“信息”应包括：

- (a) information that the Bank, Alipay and/or Alipay+ (as the case may be) may reasonably request of the Merchant from time to time, for the purposes of facilitating the processing or settlement of any Transaction by the Bank, Alipay and/or Alipay+ (as the case may be); and

本行、支付宝和/或支付宝+(视情况而定)为方便处理或结算任何交易而不时合理要求商户提供的信息；及

- (b) all or such part of the information in relation to a prospective Merchant as reasonably requested by Alipay in accordance with Alipay's Internal Policies (collectively, the “**Due Diligence Information**”). Without limiting the generality of Clause 1.5 of Section A of the

Terms, the Merchant shall notify the Bank of any changes to the Due Diligence Information as soon as reasonably practicable following such change.

支付宝根据支付宝内部政策合理要求的与潜在商户有关的全部或部分信息(“**尽职调查信息**”)。在不限制条款第 A 节第 1.5 条之一般性的前提下, 商户应在尽职调查信息发生变更后, 在合理可行时尽快通知本行。

- 11A.10 Alipay may decline access to, or suspend or terminate the provision of Alipay Services to the Merchant at any time and without incurring any liability, whether or not the Merchant has started to use or access Alipay Services. The Bank shall have no liability where Alipay exercises such right.

支付宝可随时拒绝访问、暂停或终止向商户提供支付宝服务, 且不承担任何责任, 无论商户是否已开始使用或访问支付宝服务。支付宝行使该权利的, 本行不承担任何责任。

- 11A.11 Alipay may, at its sole discretion, and with ten (10) working days' prior notice (to the extent lawful and practicable to do so), set off, withhold settlement of or deduct any sums payable and liability of any nature from time to time due, owing or incurred by each of the Bank and/or the Merchant to Alipay and/or Alipay's Affiliates against any monies and liabilities of any nature, including Payments, from time to time due, owing or incurred by Alipay, and the Bank shall not be liable for the same.

支付宝可酌情决定并经提前十(10)个工作日发出通知(在合法和切实可行范围内)后, 将本行和/或商户不时对支付宝和/或支付宝关联方所欠任何款项和债务, 与支付宝不时所欠任何款项和债务(包括付款)进行抵销或扣除结算, 且本行对此不承担任何责任。

- 11A.12 Each of Alipay and/or Alipay+ has the right in its sole discretion from time to time to delay the settlement of funds with the Bank in respect of the Merchant and/or suspend or terminate the provision of part or whole of the Alipay Services and/or the Alipay+ Services (as the case may be), with or without notice, and the Bank shall not be liable for the same. In any such case, notwithstanding any provision in this Agreement, the Merchant agrees and acknowledges to the Bank that the timeframes for settlement of funds between the Bank and the Merchant (if any) may vary or become suspended from time to time depending on acts or omissions of each of Alipay and/or Alipay+, and are subject in any event to the Bank having received or recovered such funds from each of Alipay and/or Alipay+, and the Bank shall not be liable in respect of any such variation or suspension in the timeframes for settlement of funds on account of the acts or omissions of each of Alipay and/or Alipay+.

支付宝和/或支付宝+有权不时酌情决定延迟与本行进行商户相关资金结算和/或暂停或终止提供部分或全部支付宝服务和/或支付宝+服务(视情况而定), 无论是否发出通知, 且本行对此不承担任何责任。在此类情况下, 尽管本协议中有任何规定, 商户同意并向本行认可, 本行与商户之间资金结算时间表(如有)可能会因支付宝和/或支付宝+任何作为或不作为而不时改变或暂停, 并且在任何情况下, 均取决于本行均已从支付宝和/或支付宝+收到或收回该等资金。由于支付宝和/或支付宝+任何作为或不作为而导致任何此类资金结算时间表发生变更或暂停的, 本行对此不承担任何责任。

- 11A.13 Until the Bank receives a payment confirmation for the full amount of the Payment, any delivery of goods or services will be at the risk of the Merchant, and the Bank will have no liability to the Merchant for the same.

在本行收到全部支付金额的确认之前, 任何货物或服务交付将由商户承担风险, 本行就此对商户不承担任何责任。

- 11A.14 When an Alipay User initiates a complaint/dispute (“**User Complaint**”) with Alipay, the following shall apply (as may be amended and supplemented by Alipay from time to time):

当支付宝用户向支付宝发起投诉/争议(“**用户投诉**”)时, 应适用以下规定(支付宝可能会不时进行修改和补充):

- (a) Alipay may inform each of the Bank and/or the Merchant of the relevant Transaction Information (defined below) and the reason for the User Complaint, and request (the “**Alipay Request**”) that the Bank or the Merchant make a Refund to the Alipay User and/or take other actions requested by Alipay (“**Remedial Actions**”) to address the User Complaint;

支付宝可将相关交易信息(定义见下文)和用户投诉的原因通知本行和/或商户, 并请求(“**支付宝请求**”)本行或商户向支付宝用户退款和/或采取支付宝要求的其他措施(“**补救措施**”)来解决用户投诉;

- (b) The Merchant shall, within fourteen (14) calendar days from the date the Alipay Request is sent (the “**Merchant Response Deadline**”), promptly provide the Bank with:

商户应在发送支付宝请求之日起十四(14)个天内(“**商户响应截止日期**”)及时向本行提供:

- (i) any documentation relating to the User Complaint and Alipay Request as may be requested by each of the Bank and/or Alipay; and

本行和/或支付宝可能要求的任何用户投诉和支付宝请求相关文件; 及

- (ii) a decision by the Merchant on whether to accept or deny the Alipay Request (“**Merchant Response**”);

商户关于接受或拒绝支付宝请求的决定(“**商户响应**”);

- (c) The Bank in its sole and absolute discretion shall determine whether the Merchant Response constitutes sufficient grounds to deny the Alipay Request;

本行可酌情决定商户响应是否构成拒绝支付宝请求的充分理由;

- (d) Upon instruction by the Bank, the Merchant shall fully implement the Alipay Request by initiating a Refund to the Alipay User and taking all other Remedial Actions as may be communicated by each of the Bank and/or Alipay to the Merchant within five (5) calendar days from the date of the Merchant Response;

经本行指示, 商户应在商户响应之日起五(5)天内, 通过向支付宝用户发起退款, 并采取本行和/或支付宝可能通知商户的所有其他补救措施, 全面执行支付宝请求;

- (e) The Bank shall have the right to forward the Merchant Response to Alipay. In such event, the Merchant acknowledges to the Bank that Alipay shall, in its sole and absolute discretion, have the right to determine whether the Merchant Response constitutes sufficient ground to deny the User Complaint. The Merchant shall accordingly initiate a Refund or take such other Remedial Action as may be instructed by each of the Bank and/or Alipay; and

本行有权将商户响应转发给支付宝。在此情况下, 商户向本行认可, 支付宝有权酌情决定商户响应是否构成拒绝用户投诉的充分理由。商户应据此发起退款或采取本行和/或支付宝指示的其他补救措施; 及

- (f) If the Bank does not receive a Merchant Response by the Merchant Response Deadline, the Bank shall have the right to notify Alipay immediately, and fully implement the Alipay Request by initiating a Refund by itself through the API provided by Alipay to the relevant Alipay User and take Remedial Actions.

如本行在商户响应截止日期前未收到商户响应, 则本行有权立即通知支付宝, 并通过支付宝提供给相关支付宝用户的 API 自行发起退款, 全面执行支付宝请求, 并采取补救措施。

- 11A.15 For the avoidance of doubt, Clause 11.14(j) of this Product Addendum shall apply in respect of dealing with Alipay Users in relation to complaints or rejections of the Products initiated by such Alipay Users.

为免生疑问, 本产品附录第 11.14(j) 条适用于处理支付宝用户对产品发起投诉或异议之情形。

- 11A.16 If an Alipay User requests and is due a Refund in accordance with the Merchant's after-sales service policy or a Refund is required by Applicable Law:

如果支付宝用户根据商户售后服务政策要求且应获得退款, 或适用法律要求退款:

- (a) the Merchant shall instruct each of the Bank and/or Alipay in a timely manner to make such Refund to the Alipay User's Alipay Account;

商户应及时指示本行和/或支付宝向支付宝用户的支付宝账户进行退款;

- (b) the Bank shall not be responsible for any claim or liability that the relevant Alipay User may seek from the Bank or the Merchant in the event of any delay in processing such Refund. The Merchant agrees to indemnify and hold harmless the Bank for any losses and damages incurred by or awarded against each of Alipay and/or the Bank in connection with such claims or liabilities;

如在处理退款过程中出现任何延误, 可能导致有关支付宝用户向本行或商户提出索赔或要求承担责任的, 本行无须对此负责。商户同意就支付宝和/或本行因该等索赔或责任而遭受的任何损失和损害, 向本行作出赔偿, 使本行免受损害;

- (c) Alipay has no obligation to support the acceptance and/or processing of any Refund if the Refund request is not communicated to Alipay within 365 days from the date of the Transaction, and the Bank shall in any event have no liability if Alipay does not provide such support. The Merchant shall ensure that the Merchant's after-sales service policy shall be properly notified (in writing or orally) by the Merchant to the Alipay Users before or at the time of the Transaction and shall not conflict with the limitations set out under this Clause. Neither the Bank nor Alipay shall be responsible for any claim or liability, whether from the Merchant, Alipay Users or otherwise, in respect of any matters that conflict with the limitations set out under this Clause;

如未在交易之日起 365 天内向支付宝提出退款请求, 则支付宝没有义务支持接受和/或处理任何退款, 且若支付宝未提供此类支持, 本行在任何情况下都无须承担责任。商户应确保在交易前或交易时将商户售后服务政策恰当地(以书面或口头方式)告知支付宝用户, 且不与本条所载限制规定相冲突。对于与本条限制规定相冲突的任何事项, 无论是来自商户、支付宝用户还是其他方面的任何索赔或责任, 本行或支付宝均无须承担责任;

- (d) notwithstanding sub-paragraph (c) above, and without prejudice to the generality of any other provisions under the Agreement, the Bank shall have no obligation to support the acceptance and/or processing of any Refund request through OCBC OneCollect where such request is communicated to the Bank and/or Alipay after the elapse of 6 months from the date of the relevant Transaction;

尽管有以上第(c)项所载规定, 且在不影响协议项下任何其他条款之一般性的前提下, 如果在相关交易发生之日起 6 个月后, 通过 OCBC OneCollect 向本行和/或支付宝发出退款请求, 本行没有义务支持接受和/或处理该等退款请求;

- (e) the Bank shall have the right to effectuate the requested Refund through any system interface provided by Alipay; and

本行有权通过支付宝提供的任何系统接口实现所要求的退款; 及

- (f) Alipay has no obligation to (and the Bank has no obligation to procure that Alipay shall) deal with the Merchant or seek payment of the Refund from the Merchant, whether on Alipay's own account or in conjunction with the Bank.

支付宝没有义务(且本行也没有义务促使支付宝)与商户进行交易或向商户寻求退款, 无论是使用支付宝自有账户或是联合本行执行。

- 11A.17 Where any liability or payment obligation that the Merchant owes to Alipay is in a currency other than the Settlement Currency, the calculation of the Service Fee or such other liability or payment obligation will be reasonably set by Alipay (and the Bank shall have no liability in respect of such calculation) with reference to the real time market rate published by the relevant third party PRC banks as of the date on which such Service Fee or other liability or payment obligation is incurred.

如果商户对支付宝的任何负债或支付义务所用货币不是结算货币, 则服务费或该等负债或支付义务的计算将由支付宝根据中国相关第三方银行在发生此类服务费或其他负债或支付义务之日公布的实时市场汇率合理确定(本行对此不承担任何责任)。

- 11A.18 Notwithstanding any other provision of these Alipay Specific Terms, if a Disruption Event occurs, the Bank shall have the right to, without limitation to any other rights it may have under these Alipay Specific Terms or Applicable Laws:

尽管支付宝具体条款有任何其他规定, 如果发生中断事件, 本行有权(但不限于根据支付宝具体条款或适用法律享有的任何其他权利):

- (a) postpone the respective obligations of each of Alipay and the Bank to the first succeeding Working Day on which the Disruption Event ceases to exist; and/or

将支付宝和本行各自义务推迟到中断事件停止存在后的第一个工作日; 和/或

- (b) require a Settlement Currency to be changed to a different currency to be mutually agreed to between Alipay and the Bank, and

要求支付宝和本行将结算货币变更为双方同意的其他货币,

the Bank shall not otherwise be responsible for any failure or delay to settle in accordance with this Clause.

在其他情况下，对于未能或延迟按本条规定结算的，本行无须负责。

- 11A.19 The Merchant shall adopt any precautionary measure as may be reasonably requested by each of Alipay and/or the Bank within five (5) Working Days of receipt of Alipay's notice. If the Merchant fails to adopt any such precautionary measure within the aforementioned timeline or such other timeline as may be agreed to between the Bank and Alipay, Alipay may terminate or suspend any Alipay Services (including processing or settlement of any Payments), and the Bank shall have no liability where Alipay exercises such right.

商户应在收到支付宝通知后的五(5)个工作日内，采取支付宝和/或本行合理要求的任何预防措施。如果商户未能在上述时间表或本行与支付宝之间可能商定的其他时间表内采取任何此类预防措施，支付宝可终止或暂停任何支付宝服务(包括任何支付相关处理或结算)，且本行对支付宝行使该权利不承担任何责任。

- 11A.20 The Merchant shall provide to each of the Bank and/or Alipay all necessary records and information for each Payment submitted via the Alipay Platform as may be notified to the Merchant by the Bank and/or Alipay (as the case may be) from time to time ("**Mandatory Transaction Information**"), and shall ensure that such Mandatory Transaction Information provided to the Bank and/or Alipay (as the case may be) is true and complete. The Bank shall also have the right to provide and/or disclose the Mandatory Transaction Information to Alipay, or such information no less than what would reasonably be expected from other international card association processing transactions under a similar business model as contemplated by Alipay under Alipay Services. The Merchant acknowledges to the Bank that Alipay is not obliged to provide the Merchant with Alipay Services unless Alipay receives the Mandatory Transaction Information for each Transaction submitted to Alipay, and the Bank shall not be responsible for any claim or liability that a Merchant or an Alipay User may seek from the Bank in the event of a delay in processing a Payment due to incomplete Mandatory Transaction Information provided to Alipay.

商户应向本行和/或支付宝提供通过支付宝平台提交的每笔付款所有必要记录和信息(“**强制交易信息**”), 并确保向本行和/或支付宝(视情况而定)提供的该等强制交易信息是真实和完整的。本行也有权向支付宝提供和/或披露强制交易信息，或是不低于支付宝服务中支付宝拟议类似商业模式项下其他国际信用卡协会处理交易合理预期程度之信息。商户向本行认可，除非支付宝收到提交给支付宝的每笔交易强制交易信息，否则，支付宝没有义务向商户提供支付宝服务，且若因提供给支付宝的强制交易信息不完整而延迟处理某笔支付，导致支付宝用户向本行提出索赔或要求承担责任的，本行无须对此负责。

- 11A.21 The Merchant shall establish and maintain an effective and adequate system, as determined by the Bank in its sole discretion, to record information regarding each Transaction ("**Transaction Information**"), and, to the extent permissible by the applicable jurisdictions to which the Merchant is subject, shall maintain the Transaction Information for each Transaction for a period of five (5) years after the completion of the Transaction.

商户应根据本行酌情决定，建立并维护有效系统记录每笔交易相关信息(“**交易信息**”), 并在商户适用司法管辖区允许范围内，在交易完成后的五(5)年内保存每笔交易的交易信息。

- 11A.22 The Bank shall have the right, upon Alipay's request, to disclose records and information (including Transaction Information) to Alipay and/or its Affiliates for Alipay and/or its Affiliates to examine, review, evaluate, investigate or verify such records and information, or process such records and information as necessary. The Merchant shall fully cooperate with Alipay and/or its Affiliates to enable Alipay to comply with Applicable Laws or Alipay's Internal Policies. Without prejudice to the generality of Clause 11A.10, in the event that the Merchant fails to provide any Transaction Information requested by Alipay and/or its Affiliates within the timeframe specified in the notice from Alipay, Alipay has the right to immediately terminate or suspend any Alipay Services (including processing or settlement of any Payments), and the Bank shall have no liability where Alipay exercises such right.

本行有权根据支付宝要求，向支付宝和/或其关联方披露记录和信息(包括交易信息)，供支付宝和/或其关联方检查、审查、评估、调查或核实这些记录和信息，或在必要时处理这些记录和信息。商户应与支付宝和/或其关联方充分配合，确保支付宝能够遵守适用法律或支付宝内部政策。在不影响第11A条之一般性的情况下，如果商户未能在支付宝通知规定时间内提供支付宝和/或其关联方要求的任何交易信息，支付宝有权立即终止或暂停任何支付宝服务(包括任何支付相关处理或结算)，且本行对支付宝行使该权利不承担任何责任。

- 11A.23 For the avoidance of doubt, the Bank shall have the right to disclose information about the Merchant to any Government Agency pursuant to Applicable Laws.

为免生疑问，本行有权根据适用法律向任何政府机构披露有关商户的信息。

- 11A.24 Without prejudice to the generality of Clause 11A.23, subject to any legal restrictions under Applicable Law, the Bank shall have the right to, upon Alipay's request, procure that Alipay, Alipay's Affiliates, the relevant third party service providers of Alipay and/or Government Agencies or regulatory authorities having jurisdiction over Alipay be provided with or granted access to records and information (including Transaction Information), including, but not limited to, information on the Merchant, Products, and the amount, currency, time and counterparties to each Transaction, for examination, verification and other purposes as necessary. The Merchant shall (to the extent reasonable and practicable) make best efforts to assist the Bank and/or Alipay in complying with the Bank and/or Alipay's regulatory obligations.

在不影响第 11A.23 条之一般性的情况下，除适用法律项下任何法律限制外，本行有权根据支付宝要求，确保向支付宝、支付宝关联方、支付宝相关第三方服务提供商和/或对支付宝拥有管辖权的政府机构或监管机构提供或允许其访问记录和信息(包括交易信息)，包括但不限于商户、产品、金额、货币、每笔交易的时间和交易对手方，以便在必要时进行审查、核实和实现其他目的。商户应在合理和切实可行范围内)尽最大努力协助本行和/或支付宝遵守本行和/或支付宝的监管义务。

- 11A.25 The Merchant fully acknowledges to the Bank that Alipay shall have no obligation to provide Alipay Services with respect to any Transaction which is prohibited by these Alipay Specific Terms (including Payments in relation to Prohibited Products (as defined below)) or Applicable Law, or that violates Alipay's Internal Policies.

商户向本行充分认可，支付宝没有义务就支付宝具体条款或适用法律所禁止的任何交易(包括与禁止产品(定义见下文)相关的支付)或违反支付宝内部政策的交易提供支付宝服务。

- 11A.26 The Bank shall have the right to provide Alipay with information about the Merchant's Products as may be reasonably requested by Alipay from time to time.

本行有权根据支付宝不时提出的合理要求，向支付宝提供有关商户产品的信息。

- 11A.27 The Merchant shall have a continuing obligation to not sell, or (if it is already selling) to cease selling, Products through the Alipay Platform and/or OCBC OneCollect:

如属下列情况，商户通过支付宝平台和/或 OCBC OneCollect 不得销售或(如果已经在销售)须停止销售产品：

(a) where such Products contain articles prohibited from being sold to Alipay Users under Applicable Law; and/or
产品中含有适用法律禁止出售给支付宝用户的物品；和/或

(b) where (in respect of such Products) the Bank so directs from time to time, in the Bank's sole and absolute discretion,
本行不时酌情(就该等产品)作出指示，

(any and all such Products under (a) and (b) of the foregoing, "**Prohibited Products**").

(以上第(a)和(b)项下任何及所有此类产品统称为“**禁止产品**”)。

- 11A.28 Without prejudice to the generality of Clause 11A.27, the Bank may in its sole and absolute discretion determine from time to time that, for the Merchant to be eligible to select and/or use a Payment Rail from Alipay or Alipay+ in connection with OCBC OneCollect, certain Products must not be sold by the Merchant.

在不影响第 11A.27 条之一般性的前提下，本行可不时酌情决定，为使商户有资格在 OCBC OneCollect 上选择和/或使用支付宝或支付宝+支付通道，商户不得销售某些产品。

- 11A.29 The Merchant shall have a continuing obligation to ensure that no Transaction being submitted for the Bank's and/or Alipay's processing involves or relates to any Prohibited Products ("**Prohibited Transaction**"). Alipay may refuse to provide Alipay Services with respect to any Prohibited Transaction, and to immediately suspend or terminate Alipay Services (in part or in full) without prejudice to any other rights that Alipay may have. The Bank shall have no liability where Alipay exercises such rights. The Merchant will indemnify and hold the Bank harmless for any damages, losses and liabilities that Alipay may suffer arising from or in connection with such Prohibited Transactions. In the event that:

商户有持续义务确保提交给本行和/或支付宝处理的交易不涉及任何禁止产品(“**禁止交易**”)。支付宝可以拒绝就任何禁止交易提供支付宝服务，也可以立即暂停或终止(部分或全部)支付宝服务，但不影响支付宝可能拥有的任何其他权利。支付宝行使该权利的，本行不承担任何责任。对于支付宝可能因该等

禁止交易而遭受的或与之相关的任何损害、损失和责任，商户将向本行作出赔偿，使本行免受损害。如果：

- (a) Alipay reasonably suspects that the Merchant has breached or defaulted under any material term of these Alipay Specific Terms;

支付宝合理怀疑商户违反支付宝具体条款所载任何重大规定；

- (b) Alipay reasonably suspects that the Merchant has suffered a Data Compromise and Alipay reasonably and in good faith determines that such event may pose significant risks to Alipay's systems; and/or

支付宝合理怀疑商户遭受数据泄露，且支付宝合理且善意确定该事件可能对支付宝系统构成重大风险；和/或

- (c) the Merchant fails to provide Mandatory Transaction Information requested by Alipay or its Affiliates pursuant to Clause 11A.20 above,

商户未能提供支付宝或其关联方根据以上第 11A.20 条要求的强制交易信息，

Alipay may immediately terminate or suspend any Alipay Services (including processing or settlement of any Payments), and the Bank shall have no liability where Alipay exercises such right.

支付宝可立即终止或暂停任何支付宝服务(包括有关任何支付的处理或结算)，我行对支付宝行使该权利不承担任何责任。

- 11A.30 In the event that any Alipay Service has been terminated or suspended pursuant to these Alipay Specific Terms, Alipay may (and the Bank shall have no liability where Alipay does so) withhold, at its sole discretion and pending a resolution of the suspension or termination as Alipay may eventually determine, any amount payable or other liability of any nature that might be due, owing or incurred to Alipay and/or its Affiliates from time to time under these Alipay Specific Terms from the settlement funds due to the Bank, in an amount sufficient to cover Alipay's reasonable costs, expenses, losses or damages incurred or suffered as a result of the occurrence of the events listed in Clause 11A.29. For the avoidance of doubt, the Bank is not responsible for any interest or costs that might be incurred in relation to any settlement funds so withheld. The Merchant agrees and acknowledges to the Bank that any settlement of funds between the Bank and the Merchant may be subject to the Bank having received or recovered such funds from Alipay.

如果任何支付宝服务根据支付宝具体条款被终止或暂停，在支付宝最终决定暂停或终止之前，支付宝可以(在支付宝这样做的情况下，本行不承担任何责任)酌情决定从应付给本行的结算资金中，扣除根据支付宝具体条款不时应付给支付宝和/或其关联方的任何款项或到期债务，其金额足以支付支付宝因第 11A.29 条所列事件发生而遭受的合理成本、费用、损失或损害。11A.29 为免生疑问，本行不负责任结算资金扣款而可能产生的任何利息或费用。商户同意并向本行认可，本行与商户之间任何资金结算可能以本行已从支付宝收到或收回该等资金为前提。

- 11A.31 If an Alipay User claims that each of the Bank and/or the Merchant has submitted any Unauthorized Payment or other fraudulent Transaction via the Alipay Platform, the Merchant shall provide the Transaction Evidence to each of the Bank and Alipay within five (5) Working Days upon Alipay's request. If Alipay does not receive the Transaction Evidence or the Unauthorized Payment within the above period as a result of the willful default or negligence of the Merchant, the Merchant shall immediately pay to the Bank (which will then pay to Alipay) an amount equal to the sum that Alipay has settled to the Bank's designated bank account regarding the Transaction in question. Each of the Bank and Alipay shall have the right to review the Transaction Evidence, and having made due enquiry to the relevant Alipay User, mutually determine and agree whether a reimbursement should be provided. The Merchant agrees to indemnify and hold harmless the Bank for the amount to be agreed between the Bank and Alipay (each acting reasonably) that will be reimbursed to the Alipay User. For the avoidance of doubt, Alipay may set off, withhold settlement of or deduct such sum against any settlement funds payable to the Bank, and the Bank shall have no liability to the Merchant where Alipay exercises such right.

如果支付宝用户声称本行和/或商户已通过支付宝平台提交任何非授权支付或其他欺诈交易，商户应在支付宝要求后的五(5)个工作日内向本行和支付宝提供交易证据。如果由于商户故意违约或疏忽，导致支付宝未在上述期限内收到交易证据或非授权支付，则商户应立即向本行支付(本行随后将向支付宝支付)款项，金额相当于支付宝就相关交易向本行指定银行账户结算之总额。本行和支付宝均有权对交易证据进行审核，并在向相关支付宝用户进行适当询问后，共同决定是否提供偿付。对于本行与支付宝(双方均合理行事)之间商定将偿还给支付宝用户的金额，商户同意向本行作出赔偿，使本行免受损害。

为免生疑问，支付宝可从应付给本行的任何结算资金中抵销或扣除该等款项，且当支付宝行使该权利时，本行对商户不承担任何责任。

- 11A.32 Upon reasonable prior written notice from Alipay, if Alipay reasonably believes that a number of Transactions constitute Prohibited Transactions, Unauthorized Payments or other fraudulent Transactions, the Bank shall have the right to provide access to Alipay to the Bank's premises during normal business hours so that Alipay may review and assess on site the Merchant's risk management capabilities and/or the effectiveness of the Merchant in rejecting Prohibited Transactions, Unauthorized Payments or other fraudulent Transactions. The Merchant shall (to the extent reasonable and practicable) make best efforts to assist Alipay in complying with any of its regulatory compliance obligations, and provide each of the Bank and/or Alipay with any such documentation and information that Alipay may reasonably require, in order for Alipay to be able to properly assess the Merchant's risk management capabilities and effectiveness in its risk management procedures (such as but not limited to procedures relating to the rejection of Transactions involving Prohibited Transactions, Unauthorized Payments or other fraudulent Transactions).

经支付宝合理事先书面通知，如支付宝合理认为若干交易构成禁止交易、非授权支付或其他欺诈交易，则本行有权在正常营业时间内允许支付宝进入本行营业场所，以便支付宝现场审查和评估商户的风险管理能力/或商户拒绝禁止交易、非授权支付或其他欺诈交易的有效性。商户应(在合理和切实可行范围内)尽最大努力协助支付宝履行其任何监管合规义务，并向本行和/或支付宝提供支付宝可能合理要求的任何文件和信息，以便支付宝能够在其风险管理程序(例如但不限于拒绝禁止交易、非授权支付或其他欺诈交易)中适当评估商户的风险管理能力和有效性。

- 11A.33 If Alipay determines in good faith and on a reasonable basis that certain features of the Alipay Services (including but not limited to the Transaction Funding Channels) may be subject to a high risk of Unauthorized Payments or fraudulent Transactions, Alipay may (and the Bank shall have no liability where Alipay exercises such right) suspend or terminate, with reasonable notice, the provision of such part of the Alipay Services, including but not limited to adjusting the types, issuing banks and payment limits (whether per Transaction or per day) of and on the payment methods that Alipay Users will be able to use to complete the Payments from time to time.

如果支付宝在合理善意确定支付宝服务的某些功能(包括但不限于交易融资渠道)可能存在非授权支付或欺诈交易的高风险，支付宝可以(在支付宝行使该权利时，本行不承担责任)经合理通知后暂停或终止提供该部分支付宝服务，包括但不限于不时调整支付宝用户完成支付所采用的支付类型、发卡银行和支付限额(每笔或每日交易)以及支付方式。

- 11A.34 The Merchant shall not restrict its customers in any way from using Alipay Wallet as a Payment method at checkout at any sales channel, including but not limited to requiring a minimum or maximum purchase amount from customers using Alipay Wallet to make Payments.

商户不得以任何方式限制其客户在任何销售渠道结账时使用支付宝钱包作为支付方式，包括但不限于对客户使用支付宝钱包进行支付设定最低或最高金额。

- 11A.35 The Merchant shall use the Alipay Services only for the Products in connection with the Merchant's principal business as notified to the Bank, and only for its own account and for its own business purpose. The Merchant shall not use the Alipay Services for the purposes of account top-up, account transfer or any other purpose that is solely related to funds transfer without an underlying Transaction or otherwise not explicitly permitted by each of Alipay and/or the Bank. Further, the Merchant will not make use of the payment interface provided by Alipay for performing any commercial or non-commercial services for any other third parties.

商户仅可将支付宝服务用于其告知本行的主营业务所涉产品，且仅为其自身利益和自身业务目的。商户不得将支付宝服务用于账户充值、转账或任何其他仅涉及资金转账而无需进行基础交易或未经支付宝和/或本行另行明确允许的其他目的。此外，商户不会使用支付宝提供的支付接口为任何其他第三方提供商业或非商业服务。

- 11A.36 Further to Clause 11A.35, the Merchant acknowledges to the Bank that Alipay will provide the Alipay Services only for bona fide commercial transactions pursuant to Applicable Law, and that the Bank shall have the right, as determined in its sole discretion, to:

在遵守第 11A.35 条所载规定的前提下，商户向本行认可，支付宝将仅根据适用法律为善意商业交易提供支付宝服务，并且本行有权酌情决定：

- (a) utilize appropriate and reasonable parameters (including, but not limited to, the volume of the Transaction, Transaction Value, Merchant type and type of the Alipay Services and Products)

to assess the level of risks associated with the Merchant and the Transactions accordingly; and/or

利用适当合理参数(包括但不限于交易金额、交易价值、商户类型以及支付宝服务和产品类型)评估有关商户及交易的风险水平; 和/或

- (b) monitor, control, manage, remediate and/or terminate a Merchant and Transactions with higher-level risks using reasonable measures acceptable to the industry standard, including, but not limited to, on-site visits, investigations, remedial actions or termination,

采用符合行业标准的合理措施, 监控、控制、管理、补救和/或终止具有较高风险的商户和交易, 包括但不限于现场访问、调查、补救行动或终止,

and in connection with the foregoing, Clause 11.14(c) of this Product Addendum shall apply in respect of the requirements of any of the Bank's internal control and risk management systems, procedures and policies.

且针对上述方面, 对于本行内部控制和 risk 管理系统、程序和政策的要求, 适用本产品附录第 11.14(c) 条所载规定。

11A.37 The Merchant additionally agrees and acknowledges as follows:

商户还同意并认可如下:

- (a) the Merchant shall comply with Applicable Law in connection with the operation of its business and performance of its obligations under these Alipay Specific Terms, and comply with such Internal Policies as may be communicated to the Merchant by the Bank and/or Alipay from time to time. The Merchant shall not facilitate any other person's non-compliance with or breach of the same, and immediately notify the Bank if the Merchant receives or becomes aware of any matter that is prohibited under Applicable Law and/or such Internal Policies. The Merchant, will, at its own cost, keep such records and do such things as are reasonably necessary to ensure that Alipay complies with Applicable Law;

商户应遵守与其业务经营和履行支付宝具体条款项下义务相关的适用法律, 并遵守本行和/或支付宝不时告知商户的内部政策。商户不得为任何其他人不遵守或违反上述规定提供便利。如果商户收到或得知适用法律和/或该等内部政策禁止的任何事项, 则应立即通知本行。商户将自费保留合理必要的记录并采取合理必要的措施, 以确保支付宝遵守适用法律;

- (b) the Merchant shall comply with all applicable anti-corruption laws, and shall not pay or give, offer or promise to pay or give, or authorize the promise, payment or giving directly or indirectly of any monies or anything of value to any person or firm, including, but not limited to, those employed by or acting for or on behalf of each of the Bank, Alipay and/or Alipay's Affiliates, for the purpose of inducing or rewarding any favourable action in any matter related to the subject of these Alipay Specific Terms;

商户应遵守所有适用的反腐败法律, 不得直接或间接向任何个人或公司(包括但不限于本行、支付宝和/或支付宝关联方的雇员或代表其行事的人员)支付或给予、提出或承诺支付或给予, 或授权承诺、支付或给予任何金钱或有值之物, 以期在与支付宝具体条款主题相关的任何事项上诱导或奖励任何有利行为;

- (c) the Merchant shall promptly report to the Bank any potential or actual violations of any anti-corruption laws relating to these Alipay Specific Terms of which it obtains knowledge, and cooperate in good faith with the Bank in investigating any such violation;

如获悉任何潜在或实际违反与支付宝具体条款有关的反腐败法律之行为, 商户应及时向本行报告, 并真诚配合本行调查任何此类违法行为;

- (d) the Merchant shall comply with Applicable Law on anti-money laundering, counter-terrorism financing and Sanctions (collectively, "AML"). The Merchant shall fully cooperate with each of Alipay and Alipay+'s reasonable due diligence (on site or in writing) of the Merchant's AML policies and procedures, including but not limited to review of Sanctions and politically exposed people, and suspicious transactions monitoring and reporting; and

商户应遵守有关反洗钱、反恐融资和制裁的适用法律(统称为“AML”)。商户应充分配合支付宝和支付宝+对商户 AML 政策和程序进行合理尽职调查(现场或书面), 包括但不限于审查制裁和政治人物, 以及可疑交易监控和报告; 及

- (e) in accordance with its AML, anti-fraud, and other compliance and security policies and procedures, Alipay may (and the Bank shall have no liability where Alipay exercises such right), in its sole discretion, impose limitations and controls on the use of Alipay Services. Such limitations include, but are not limited to, rejecting Payments and/or suspending/restricting any Alipay Service with respect to certain Transactions and/or any Merchant. Each of the Bank and/or Alipay may, for the purposes of complying with the relevant suspicious Transaction reporting requirements under Applicable Law, report suspicious Transactions to the relevant authorities without informing the Merchant (and the Bank shall have no liability where Alipay makes such a report).

根据其 AML、反欺诈及其他合规与安全政策和程序，支付宝可以在（在支付宝行使该权利的情况下，本行不承担责任）酌情决定对使用支付宝服务施加限制和控制。此类限制包括但不限于拒绝支付和/或暂停/限制为某些交易和/或任何商户提供任何支付宝服务。为遵守适用法律项下相关可疑交易报告要求，本行和/或支付宝均可在不通知商户的情况下向相关机构报告可疑交易（如支付宝作出此类报告，本行不承担任何责任）。

11A.38 The Merchant additionally agrees and acknowledges to the Bank that to the maximum extent permitted under Applicable Law, without limiting the generality of Clauses 11.14(d) and 11.15 of this Product Addendum and Clause 15.11 of Section A of the Terms, and for the avoidance of doubt:

商户还同意并向本行认可，在适用法律允许的最大范围内，且在不限制本产品附录第 11.14(d) 条和 11.15 条以及条款第 A 节第 15.11 条之一般性的前提下，为免生疑问：

- (a) the Bank expressly excludes any warranty or condition of any kind, express, implied, common law or statutory, including, without limitation, any implied warranty of title, licenseability, data accuracy, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose and use of reasonable skill and care, or that the Alipay Services, the Alipay Platform, or any application, website, or Product provided or used in connection with the Alipay Services will be error free or operate without interruption;

本行明确排除任何明示、默示、普通法或法定的任何保证或条件，包括但不限于对所有权、可许可性、数据准确性、不侵权、适销性、良好质量、适合特定目的以及运用合理技能和谨慎程度的默示保证，亦不保证支付宝服务、支付宝平台或任何应用程序、网站，或在支付宝服务方面提供或使用的产品无差错或运行不中断；

- (b) under no circumstances shall the Bank be liable to the Merchant under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits (whether direct or indirect), incidental or exemplary loss or punitive damages, regardless of whether such losses and/or damages were foreseeable or the Bank had been advised of the possibility of such damages; and

在任何情况下，根据任何侵权、合同、严格责任或其他法律或衡平理论，本行均不对商户的利润损失（无论直接或间接）、附带或惩戒性损失或惩罚性赔偿承担责任，无论该等损失和/或损害是否可预见或本行已被告知发生该等损害的可能性；及

- (c) each of the Bank, its Affiliates and/or its agents shall not be held liable for any default, delay or failure in performing their obligations under these Alipay Specific Terms resulting directly or indirectly from acts of nature, forces or causes beyond each of their reasonable control, including, without limitation, (i) fire, flood, element of nature or other act of God; (ii) outbreak or escalation of pandemics, epidemics, hostilities, war, riot or civil disorder, or act of terrorism; (iii) internet failure, computer, telecommunications, electrical power failure or any other equipment failure; (iv) labour dispute (whether or not employees' demands are reasonable or within the Bank's power to satisfy); (v) act or omission of a government authority prohibiting or impeding each of the Bank, its Affiliates and/or its agents from performing their obligations, including order of a domestic or foreign court or tribunal, governmental restriction, Sanctions, restriction on foreign exchange controls, etc.; or (vi) the nonperformance by a third party for any similar cause beyond the reasonable control of the Bank.

本行及其关联方和/或代理人均无须因超出其合理控制范围的自然行为、力量或原因直接或间接导致违约、延迟或未能履行支付宝具体条款项下义务而承担任何责任，包括但不限于：(i) 火灾、洪水、自然因素或其他不可抗力；(ii) 流行病、传染病、敌对行动、战争、暴乱或内乱爆发或升级，或恐怖主义行为；(iii) 互联网故障、计算机、电信、电力故障或任何其他设备故障；(iv) 劳资争议（不论雇员要求是否合理或本行是否有能力满足）；(v) 政府当局禁止或阻碍本行及其关联方和/或其代理人履行其义务的作为或不作为，包括国内外法院或法庭命令、政府限制、制裁、外汇管制等；或(vi) 第三方因超出本行合理控制范围的任何类似原因而不履行义务。

- 11A.39 Further to Clause 11A.38(a), the Merchant acknowledges to the Bank that the Alipay Platform and its related channels may be subject to maintenance, repairs, inspections, modifications and improvements during which the Alipay Services may not be available, and the Bank shall not be liable for any scheduled downtime that may adversely affect any Alipay Services provided to the Merchant.

在遵守第 11A.38(a) 条所载规定的前提下，商户向本行认可，支付宝平台及其相关渠道可能需要进行维护、修理、检查、修改和改进，在此期间，支付宝服务可能无法使用，预定停机可能对向商户提供的任何支付宝服务产生不利影响，本行就此不承担任何责任。

- 11A.40 Without prejudice to any other indemnities provided by the Merchant in favour of the Bank, including those set out in the Agreement, the Merchant shall additionally indemnify the Bank:

在不影响商户向本行作出任何其他赔偿(包括本协议中规定的赔偿)的前提下，商户还应向就下列方面对本行作出额外赔偿：

- (a) from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to, legal fees, expenses and penalties) and interest suffered, incurred or sustained by or threatened against the Bank arising out of any gross neglect, willful misconduct, fraud or dishonesty by the Merchant or any of its employees or agents; and/or

因商户或其任何雇员或代理人的任何严重疏忽、故意不当行为、欺诈或不诚实，导致本行遭受或可能会面临的所有诉讼、索赔、要求、责任、义务、损失、费用(包括但不限于法律费用、开支和罚款)和利息；和/或

- (b) from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to, legal fees, expenses and penalties) and interest suffered, incurred or sustained by, or threatened against the Bank arising out of or in connection with (i) any licence the Merchant has granted under Clause 11A.42, (ii) the exercise by the Bank of the rights granted to the Bank in accordance with these Alipay Specific Terms, or (iii) the Merchant's use of the Alipay Services other than in accordance with these Alipay Specific Terms, which a third party alleges as constituting unauthorized use or infringement of any of its Intellectual Property rights.

因(i) 商户根据第 11A.42 条所授任何许可，或(ii) 本行根据支付宝具体条款行使授予本行的权利，或(iii) 商户不按照支付宝具体条款使用支付宝服务，且第三方指控该等行为构成非授权使用或侵犯其任何知识产权，导致本行遭受或可能会面临的所有诉讼、索赔、要求、责任、义务、损失、费用(包括但不限于法律费用、开支和罚款)和利息。

- 11A.41 The Merchant agrees to the Bank that Alipay may (and the Bank shall not be liable if Alipay does so) recover any reasonable costs, expenses, losses or damages incurred or suffered as a result of the Merchant's failure to comply with a material term of these Alipay Specific Terms including, but not limited to, any losses incurred by Alipay with respect to Prohibited Transactions in Clauses 11A.27 to 11A.29, or the Merchant's failure to provide Mandatory Transaction Information as requested by Alipay in Clause 11A.20 which causes or has the potential to cause Alipay to violate Applicable Laws.

商户向本行同意，支付宝可以(如果支付宝这样做，本行不承担责任)收回因商户未能遵守支付宝具体条款所载重大规定而产生或遭受的任何合理成本、费用、损失或损害，包括但不限于支付宝因第 11A.27-29 条中禁止交易或商户未根据第 11A.20 条按支付宝要求提供强制交易信息(导致或可能导致支付宝违反适用法律)而产生的任何损失。

- 11A.42 The Merchant additionally agrees and acknowledges to the Bank that:

商户还同意并向本行认可：

- (a) the Merchant grants to the Bank, Alipay and Alipay's Affiliates a limited, revocable, non-sublicensable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, distribute and transmit any of the Merchant's marketing materials, proprietary indicia or other similar items containing the Intellectual Property of the Merchant (the "Merchant IP") necessary for the Bank, Alipay and Alipay's Affiliates (as the case may be) to perform their obligations and to refer to the name of the Merchant in a public announcement as one of the partners using the Alipay Services. The Merchant represents and warrants to the Bank that it has obtained all necessary authorities, permissions, approvals and licenses to license the Merchant IP to the Bank, Alipay and Alipay's Affiliates, and that the Merchant IP does not infringe the Intellectual Property of any third party and is (and will be) free from Malicious Code;

商户向本行、支付宝和支付宝关联方授予一项有限的、可撤销的、不可再分许可的、非排他性的、不可转让的和免特许权使用费的许可，以使用、复制、出版、分发和传输商户任何营销材

料、专有标志或其他包含商户知识产权(“**商户知识产权**”)的类似物品,以便本行、支付宝和支付宝关联方(视情况而定)履行其义务,并在公告中将商户列名为使用支付宝服务的合作伙伴之一。商户向本行声明与保证,其已获得向本行、支付宝和支付宝关联方授予商户知识产权的所有必要权限、批准和许可,商户知识产权未侵犯任何第三方的知识产权,且(并将)不受恶意代码攻击;

- (b) the reference to "Intellectual Property Rights of the PRP" in Clause 11.14(k) of this Product Addendum shall include Intellectual Property which is produced by or on behalf of Alipay (or its Affiliates) or derived in relation to the data or information provided by the Bank (either on its own or on behalf of the Merchant) and/or the Merchant to Alipay. For the avoidance of doubt, such Intellectual Property shall be the exclusive Intellectual Property owned by Alipay; and

本产品附录第 11.14(k) 条中提及的“PRP 知识产权”应包括由支付宝(或其关联方)产生或代表其产生的知识产权,或从本行(自行或代表商户)和/或商户向支付宝提供的数据或信息中衍生出来的知识产权。为免生疑问,该等知识产权应为归于支付宝的专有知识产权;及

- (c) the Merchant shall take reasonable care to protect all Intellectual Property under these Alipay Specific Terms from infringement or damage, and cease all use of such Intellectual Property immediately upon termination of these Alipay Specific Terms.

商户应采取合理措施保护支付宝具体条款项下所有知识产权不受侵权或损害,并在支付宝具体条款终止后立即停止对该等知识产权的所有使用。

- 11A.43 The Merchant shall display any brand or logo of Alipay in accordance with the Alipay Acceptance Mark Display Guidelines as set forth in the Alipay Marketing Guidelines for Offline Acquirers and/or such other requirements as may be notified by each of the Bank and/or Alipay to the Merchant from time to time.

商户应根据《支付宝受理标志展示指南》(如《支付宝线下收单营销指南》所载)和/或本行和/或支付宝不时向商户告知的其他要求,展示支付宝的任何品牌或标志。

- 11A.44 The Merchant additionally agrees and acknowledges to the Bank as follows:

商户还同意并向本行认可如下:

- (a) to the extent the Merchant handles Personal Information, the Merchant shall be solely responsible, where applicable, for obtaining any necessary consent as may be required under Applicable Law for the collection, use, disclosure and transfer of such Personal Information. The Merchant will take all commercially reasonable endeavors to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and will promptly notify the Bank of any loss of, or any unauthorized disclosure of, or access to, the Personal Information. The Bank shall have the right to retain records of Payments for complying with Applicable Law and internal compliance requirements. Each of Alipay and/or Alipay+ may (and the Bank shall have no liability where Alipay and/or Alipay+ exercises such right) transfer Transaction data, including Personal Information, to any of its Affiliates that have been delegated any of its obligations, provided that such Affiliates undertake to comply with terms substantially similar to this Clause 11A.44; and

商户在处理个人信息时,应自行负责获得适用法律针对收集、使用、披露和转移此类个人信息所规定的任何必要同意。商户将采取商业上一切合理努力,确保个人信息免受滥用和损失,或未经授权的访问、修改或披露,并将个人信息的任何损失、未经授权的披露或访问情况及时告知本行。为遵守适用法律和内部合规要求,本行有权保留付款记录。支付宝和/或支付宝+可以(在支付宝和/或支付宝+行使该权利的情况下,本行不承担任何责任)将交易数据(包括个人信息)转让给已委派履行其义务的任何关联方,前提是该关联方承诺遵守与第 11A.44 条基本相似的条款;及

- (b) the reference to "Bank Information" in Clause 15.9 of Section A of the Terms includes, *inter alia*, the Confidential Information of the Bank, including all Confidential Information received by the Merchant from the Bank in connection with these Alipay Specific Terms. Without prejudice to the generality of Clause 15.9 of Section A of the Terms, where the Merchant discloses Confidential Information to any third party, in each case the Merchant shall, to the extent permitted under Applicable Law, give the Bank prior notice of such disclosure. Upon termination of these Alipay Specific Terms or at the written request of the Bank, the Merchant will promptly return or destroy all material embodying Confidential Information of the Bank.

条款第 A 节第 15.9 条中提及的“银行信息”(除其他外)包括本行机密信息,涵盖商户从本行收到的与支付宝具体条款相关的所有机密信息。在不影响条款第 A 节第 15.9 条之一般性的前提

下，如商户向任何第三方披露机密信息，商户均应在适用法律允许的范围内，事先将该等披露告知本行。在支付宝具体条款终止后或根据本行书面要求，商户应立即退还或销毁包含本行机密信息的所有材料。

- 11A.45 The Merchant shall not act in any way which may directly or indirectly impair or detract from the goodwill or reputation of each of Alipay, the Bank, Alipay's Affiliates and/or Alipay's related parties, and shall use commercially reasonable efforts to protect the same.

商户不得以任何可能直接或间接损害或减损支付宝、本行、支付宝关联方和/或支付宝相关方商誉或声誉的方式行事，并应采取商业上合理努力来保护这些商誉或声誉。

- 11A.46 The Merchant shall not, directly or indirectly, distribute or send any Malicious Code to or through the Alipay Platform and Alipay Users.

商户不得直接或间接向或通过支付宝平台和支付宝用户分发或发送任何恶意代码。

- 11A.47 The Merchant shall ensure that the relevant software and hardware of cashiers (including but not limited to Spot Payment scanners, physical circuits or networks) is in a good operational condition and properly linking to the Alipay Platform.

商户应确保收银台相关软硬件(包括但不限于现付扫描器、物理电路或网络)处于良好运行状态，并与支付宝平台正确连接。

- 11A.48 The Merchant shall maintain security measures, including physical and electronic measures, in relation to the Alipay Services. For the purposes of Clause 11.14(i) of this Product Addendum, "information" shall include information about the Merchant's security measures and procedures.

商户应维护与支付宝服务相关的安全措施，包括物理和电子措施。为本产品附录第 11.14(i) 条之目的，“信息”应包括有关商户安全措施和程序的信息。

- 11A.49 Without prejudice to the generality of Clause 11A.48, the Merchant shall comply with all security requirements that may be notified to the Merchant by each of the Bank, Alipay and/or Alipay+ from time to time. To the extent permissible under any Applicable Laws, the Bank shall have the right to notify Alipay immediately of a breach of any information security requirement (including but not limited to information security incidents, regardless of whether it is due to the Merchant's action). The Merchant shall comply with all reasonable directions of Alipay in respect of the breach, including, but not limited to, taking actions to suspend the use of Alipay Services or to limit the traffic causing the breach. Alipay may (and the Bank shall have no liability where Alipay exercises such right) conduct due diligence relevant to the information security of the Merchant.

在不影响第 11A.48 条之一般性的前提下，商户应遵守本行、支付宝和/或支付宝+不时通知商户的所有安全要求。在任何适用法律允许的范围内，如有违反任何信息安全要求的情况，本行有权立即通知支付宝(包括但不限于信息安全事件，无论是否由于商户行为造成)。商户应遵守支付宝关于违规的所有合理指示，包括但不限于采取行动暂停使用支付宝服务或限制导致违规的流量。支付宝可以在(在支付宝行使该权利时，本行不承担任何责任)开展与商户信息安全相关的尽职调查。

- 11A.50 The Merchant additionally represents and warrants to the Bank that:

商户还向本行声明与保证：

- (a) it is an independent corporation in good standing under the laws of the jurisdiction of its incorporation;

根据其成立所在司法管辖区法律，商户是一家信誉良好的独立公司；

- (b) it is properly registered to do business in all the jurisdictions in which it carries on business;

在其经营业务所在司法管辖区均依法注册开展业务；

- (c) it has all the licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business;

商户拥有在其经营业务所在司法管辖区开展业务所需的全部执照、监管批准、许可和权力；

- (d) it has the corporate power, authority and legal right to carry out the Transactions;

商户具有进行交易的法人权力、权限和合法权利；

- (e) neither (i) the execution of these Alipay Specific Terms, nor (ii) the consummation by the Merchant of these Alipay Specific Terms will (A) conflict with the certificate of incorporation or by-laws or any other corporate or constitutional document of the Merchant; (B) breach any obligations of the Merchant under any contract to which it is a party; or (C) violate Applicable Law;

(i) 支付宝具体条款的签署, 或(ii) 商户对支付宝具体条款的履行均不会 (A) 与商户公司注册证书或章程或任何其他公司文件或章程文件相冲突; (B) 违反商户在其作为一方的任何合同项下义务; 或(C) 违反适用法律;

- (f) there is no litigation, proceeding or investigation of any nature pending or, to the Merchant's knowledge, threatened against or affecting the Merchant or any of its Affiliates, which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under these Alipay Specific Terms; and

不存在任何未决诉讼、程序或调查, 或据商户所知, 不存在威胁或影响商户或其任何关联方的任何未决诉讼、程序或调查(此等诉讼、程序或调查据合理预期可能会对商户履行其在支付宝具体条款项下义务的能力产生重大不利影响); 及

- (g) the Products sold by the Merchant to Alipay Users will: (i) comply with Applicable Law and Alipay's Internal Policies; and (ii) not infringe upon any third party's rights and interests, including, without limitation, Intellectual Property rights and proprietary rights.

商户向支付宝用户出售的产品将: (i) 遵守适用法律和支付宝内部政策; 及(ii) 不侵犯任何第三方权益, 包括但不限于知识产权和专有权利。

11A.51 The Merchant shall ensure that:

- (a) all relevant information of the Merchant has been and/or will be provided to Alipay and/or uploaded onto Alipay's Marketing Platform, including, without limitation, the marketing information relating to the Merchant ("**Merchant's Marketing Information**") and such other information as may be requested by each of the Bank and/or Alipay, in accordance with procedures and requirements as set forth in the Alipay Marketing Guidelines for Offline Acquirers and/or such other requirements as may be notified by each of the Bank and/or Alipay to the Merchant from time to time;

商户所有相关信息已经和/或将会提供给支付宝和/或上传到支付宝营销平台, 包括但不限于与商户有关的营销信息(“**商户营销信息**”), 以及本行和/或支付宝按照《支付宝线下收单营销指南》中规定的程序和要求及/或本行和/或支付宝不时向商户告知的其他规定, 要求提供的其他信息。

- (b) the Merchant's store staff have been trained to use the Alipay Services efficiently; and

商户店铺员工已接受关于有效使用支付宝服务的培训; 及

- (c) at least one (1) Test Transaction has been successfully launched for each Merchant through the Alipay Services. "**Test Transaction**" means a transaction with the Transaction Value of RMB 0.01 or a transaction made through Alipay's test account.

每个商户至少有一(1)笔测试交易通过支付宝服务成功启动。“**测试交易**”系指交易价值为人民币 0.01 元的交易或通过支付宝测试账户进行的交易。

11A.52 Alipay may receive or access the Bank's records or information (which may include records or information pertaining to the Merchant) and conduct any reasonable checks to verify any information to verify that the obligations under Clause 11A.51 are fully fulfilled by the Bank and the Merchant. The Bank shall have no liability where Alipay exercises such right. Where there is a failure to comply with the obligations under Clause 11A.51, Alipay may suspend or terminate the Alipay Service, and the Bank shall have no liability where Alipay exercises such right.

支付宝可以接收或访问本行记录或信息(其中可能包括与商户有关的记录或信息), 并进行任何合理检查, 以核实任何信息, 从而确认本行和商户已完全履行第 11A.51 条项下义务。支付宝行使该权利的, 本行不承担任何责任。如未能履行第 11A.51 条项下义务, 支付宝可以暂停或终止支付宝服务, 本行对支付宝行使该权利不承担任何责任。

11A.53 The Merchant shall comply with any marketing-related guidelines in the Alipay Marketing Guidelines for Offline Acquirers, as may be notified by each of the Bank and/or Alipay to the Merchant from time to time.

商户应遵守本行及/或支付宝不时向商户告知的《支付宝线下收单营销指南》中任何与营销相关的指南规定。

- 11A.54 In addition to any marketing materials provided by Alipay, the Bank shall have the right to also distribute marketing materials to the Merchants.

除支付宝提供的营销资料外，本行还有权向商户发放营销资料。

- 11A.55 The Merchant shall ensure that its store staff comply with the Training and Assistance of Store Staff set forth in the Alipay Marketing Guidelines for Offline Acquirers and/or such other requirements as may be notified by each of the Bank and/or Alipay to the Merchant from time to time.

商户应确保其店铺员工遵守《支付宝线下收单营销指南》中规定的店铺员工培训与协助和/或本行和/或支付宝不时向商户告知的其他要求。

- 11A.56 The Bank shall own all rights, title and interest to the Merchant's Marketing Information. The Merchant grants to each of the Bank and Alipay a limited, non-exclusive, worldwide, sub-licensable, royalty-free right and license (including in relation to any Intellectual Property rights) to use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit and otherwise process the Merchant's Marketing Information in connection with or relating to the Alipay Services, Alipay's Marketing Platform, Alipay Wallet, Alipay Platform, or Alipay's websites. The Merchant's Marketing Information includes Due Diligence Information and any other business and/or promotional information as reasonably required by each of the Bank and/or Alipay from time to time.

本行应拥有商户营销信息的全部权利、所有权和利益。商户向本行和支付宝授予有限的、非排他性的、全球性的、可再分许可的、免特许权使用费的权利和许可(包括与任何知识产权相关的权利和许可)，以使用、访问、存储、复制、发布、分发、修改、与其他信息聚合、分析、传输和以其他方式处理与支付宝服务、支付宝营销平台、支付宝钱包、支付宝平台、或支付宝网站相关的商户营销信息。商户营销信息包括尽职调查信息以及本行和/或支付宝不时合理要求的任何其他业务和/或促销信息。

- 11A.57 The Merchant shall be solely responsible for managing the Merchant's Marketing Information on Alipay's Marketing Platform and ensure that such Merchant's Marketing Information remains full, accurate and up-to-date.

商户应自行负责管理支付宝营销平台上的商户营销信息，并确保该等商户营销信息保持完整、准确和最新状态。

- 11A.58 The Merchant agrees, acknowledges, and undertakes to the Bank that the "prevailing terms and conditions, instructions, procedures and directions" referenced in Clause 11.14(c) of this Product Addendum ("**Prevailing Terms**") shall include those which the Bank regards in its sole and absolute discretion to be necessary or expedient for compliance with the Participation Documents, and the Merchant shall ensure the due and timely performance, at its own expense, of the Prevailing Terms. In addition, without prejudice to the generality of the foregoing, the Merchant shall act consistently with, and not contravene or cause the Bank to contravene, any terms of the Participation Documents. The Merchant shall immediately notify the Bank if the Merchant receives or becomes aware of any matter that is prohibited under or in connection with this Clause 11A.58.

商户同意、认可并向本行承诺，本产品附录第 11.14(c) 条中提及的“现行条款与条件、指示、程序和指示”（“**现行条款**”）应包括本行酌情认为对遵守参与文件而言是必要或有利的条款，商户应确保及时且适当履行现行条款，并自行承担费用。此外，在不影响上述规定之一般性的前提下，商户行为应和参与文件条款一致，不得违反或导致本行违反参与文件条款。如商户收到或得知第 11A.58 条项下或与第 11A.58 条有关的任何禁止事项，应立即通知本行。

- 11A.59 If any provision of the Participation Documents is inconsistent with Applicable Law or if Alipay+ reasonably considers that there is a likelihood that the continued provision of the Services may cause Alipay+ to be in breach of Applicable Law, Alipay+ shall have the right to:

如果参与文件任何条款与适用法律不一致，或者支付宝+合理认为继续提供服务有可能导致支付宝+违反适用法律，支付宝+有权：

- (a) amend the relevant provision with a view to removing the inconsistency; and/or
修改相关条款，以消除不一致之处；和/或
- (b) suspend, terminate or modify any of the Alipay+ Services provided by Alipay+,
暂停、终止或修改支付宝+提供的任何“支付宝+服务”，

and the Bank shall have no liability to the Merchant or any other person for any loss as a result of such action or inaction.

且对于因该等作为或不作为而造成的任何损失，本行无须对商户或任何其他人承担责任。

11B. SPECIFIC TERMS APPLICABLE TO DUITNOW QR PAYMENTS

DUITNOW QR 支付相关具体条款

For the purposes of Clause 11.14 of this Product Addendum, these Specific Terms Applicable to DuitNow QR Payments (“**DuitNow QR Specific Terms**”) shall apply if the Bank has made available DuitNow QR as a Payment Rail to a Merchant on OCBC OneCollect to support OneCollect Transactions, and the Merchant selects and/or uses DuitNow QR to process payments.

为本产品附录第 11.14 条之目的，如果本行已向 OCBC OneCollect 商户提供 DuitNow QR 作为支付通道以支持 OneCollect 交易，且商户选择和/或使用 DuitNow QR 处理支付，则适用 DuitNow QR 支付相关具体条款（“DuitNow QR 具体条款”）。

PART A: APPLICABLE TERMS

第 A 部分：适用条款

11B.1 These DuitNow QR Specific Terms shall apply in addition to Clause 11 of this Product Addendum.

DuitNow QR 具体条款作为本产品附录第 11 条之补充予以适用。

11B.2 In the event of any inconsistency between these DuitNow QR Specific Terms and Clause 11 of this Product Addendum, these DuitNow QR Specific Terms shall prevail to the extent of such inconsistency.

DuitNow QR 具体条款与本产品附录第 11 条不一致的，以 DuitNow QR 具体条款为准。

PART B: GENERAL TERMS

第 B 部分：一般条款

11B.3 For the avoidance of doubt, the Merchant agrees and acknowledges to the Bank as follows:

为免生疑问，商户同意并向本行认可如下：

- (a) for the purposes of Clause 11.14 of this Product Addendum: (i) any and all references to “PRP” shall be deemed to include OCBC Malaysia; (ii) any and all references to “Payment Rail” shall be deemed to include DuitNow QR; (iii) any and all references to “PRP services” or “services in respect of the relevant Payment Rail” shall be deemed to include DuitNow QR as defined under Part C below; and (iv) any and all references to “OneCollect Transaction” shall be deemed to include any DuitNow QR Payments;

为本产品附录第 11.14 条之目的：(i) 凡提及 “PRP” 应视为包括华侨银行(马来西亚)；(ii) 凡提及 “支付通道” 应视为包括 DuitNow QR；(iii) 凡提及 “PRP 服务” 或 “支付通道相关服务” 应视为包括 DuitNow QR 服务(定义见以下第 C 部分)；及(iv) 凡提及 “OneCollect 交易” 应视为包括任何 DuitNow QR 支付；

- (b) for the purposes of Clause 11.14(c)(iii) of this Product Addendum, the “additional terms and conditions” shall be deemed to include these DuitNow QR Specific Terms; and

为本产品附录第 11.14(c)(iii) 条之目的，“附加条款与条件” 应视为包括 DuitNow QR 具体条款；及

- (c) for the purposes of Clause 11.14(e) of this Product Addendum, any use and/or access of the Refund Feature shall be subject further to these DuitNow QR Specific Terms.

为本产品附录第 11.14(e) 条之目的，使用和/或访问退款功能应符合 DuitNow QR 具体条款规定。

PART C: INTERPRETATION

第 C 部分：释义

11B.4 In these DuitNow QR Specific Terms, unless the context otherwise requires, the following words and expressions shall have the meanings set out in this Clause 11B.4.

在 DuitNow QR 具体条款中，除文意另有所指外，下列词语具有第 11B.4 条规定之含义。

“Affiliate” means, with regard to a specified entity, any other entity which controls or is controlled by the specified entity or which with the specified entity is under the common control of another entity or individual, and **“Affiliates”** is construed accordingly.

“关联方”：就某一特定实体而言，系指控制该特定实体或受该特定实体控制，或与该特定实体同受另一实体或个人控制的任何其他实体，其复数形式据此解释。

“AML/ATF Laws” means the applicable financial record keeping and reporting requirements and the money laundering statutes in Malaysia and each jurisdiction in which each of the Bank, the Bank's Affiliates and/or the Merchant conduct business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory authority or proceeding by or before any court.

“反洗钱/反恐融资法律”：系指马来西亚及本行、本行关联方和/或商户业务经营所在司法管辖区适用财务记录保存和报告要求与洗钱法规；根据该等要求与法规所制定的规则和条例；以及由任何政府或监管机构颁布、管理或执行的任何相关或类似规则、条例或指南，或由任何法院或在任何法院进行的诉讼程序。

“Anti-Corruption Laws” means the Malaysian Anti-Corruption Commission Act 2009, the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Malaysia, the United States of America, or any other jurisdiction.

“反腐败法律”：系指《2009 年马来西亚反腐败委员会法》、《2010 年英国反贿赂法》、《1977 年美国反海外腐败法》以及马来西亚、美国或任何其他司法管辖区颁布、管理或执行的任何类似法律、规则或条例。

“Anti-Money Laundering Laws” means the applicable financial record keeping and reporting requirements and the money laundering statutes in Malaysia and each jurisdiction in which the Bank, the Bank's Affiliates and/or the Merchant conduct business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory authority or proceeding by or before any court.

“反洗钱法律”：系指马来西亚及本行、本行关联方和/或商户业务经营所在司法管辖区适用财务记录保存和报告要求与洗钱法规；根据该等要求与法规所制定的规则和条例；以及由任何政府或监管机构颁布、管理或执行的任何相关或类似规则、条例或指南，或由任何法院或在任何法院进行的诉讼程序。

“Applicable Data Protection Law” includes the PDPA, all regulations and guidelines issued under the PDPA, the SG PDPA, as well as any other Applicable Law and/or regulations applicable to any party in relation to personal data, personally identifiable data or privacy, in each case, as amended, consolidated, re-enacted or replaced from time to time.

“适用数据保护法律”：包括个人数据保护法 (PDPA)、根据个人数据保护法颁布的所有条例和指南、新加坡个人数据保护法，以及在个人数据、个人身份数据或隐私方面适用于任何一方的任何其他适用法律和/或法规，在每种情况下，均经不时修订、合并、重新制定或取代。

“Applicable Law” means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other instrument, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time.

“适用法律”：系指任何适用法律、法规、声明、法令、指令、立法、命令、条例、规则或其他文书，包括根据其颁布的任何附属立法、条例和任何实务守则、绩效标准、建议、指南、框架或书面指示，在每种情况下，均经不时修订、合并、重新制定或取代。

“Beneficiary of Fraud” means a party who ultimately benefits from an unauthorised or fraudulent payment.

“**欺诈受益人**”：系指从非授权或欺诈性支付中最终获益的一方。

“**Business Day**” means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

“**工作日**”：系指周一至周五的任何日子，但吉隆坡公共假日或银行假日除外。

“**Claim**” includes any claim, action, application, demand, proceeding, threat of any of the foregoing or any other analogous claims.

“**索赔**”：包括任何索赔、诉讼、申请、要求、程序、上述任何一项之威胁，或任何其他类似索赔。

“**Confidential Information**” means any information which is proprietary and confidential to each of the Bank and/or the Merchant, including but not limited to information concerning or relating in any way whatsoever to its operations, processes or business carried on or used by such entity, any information concerning the organisation, business, finances, transactions or affairs of such entity, its dealings, secret or confidential information which relates to its business or any of its principals', clients' or customers' transactions or affairs, its technology, designs, documentation, manuals, budgets, financial statements or information, accounts, dealers' lists, customer lists, marketing studies, drawings, notes, memoranda and the information contained therein, any information therein in respect of trade secrets, technology and technical or other information relating to the development, manufacture, analysis, marketing, sale or supply or proposed development, analysis, marketing, sale or supply of any products or services by such entity, and plans for the development or marketing of such products or services and information and material which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone. Without limiting the generality of the foregoing, Confidential Information shall be deemed to include all information relating to each party's customers and their transactions.

“**机密信息**”：系指本行和/或商户各自专有和保密的任何信息，包括但不限于涉及或以任何方式与该等实体开展业务或使用流程相关的信息；涉及该等实体组织架构、业务经营、财务状况、交易或事务的任何信息；与该等实体业务或其任何委托人、客户或顾客交易或事务相关的秘密或机密信息；其技术、设计、文件、手册、预算、财务报表或信息、账目、经销商名单、客户名单、市场研究、图纸、注释、备忘录及其中包含的信息和商业秘密相关信息；与该等实体任何产品或服务开发、制造、分析、推广、销售或供应或是拟议开发、制造、分析、推广、销售或供应相关的技术或其他信息，或是该等产品或服务开发或推广计划；以及标记为机密或其本质上旨在仅供接收方知悉的信息和材料。在不限制前述规定之一般性的前提下，机密信息应视为包括与各方客户及其交易相关的所有信息。

“**Consents**” means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise).

“**同意**”：系指所有许可、同意、批准、证书、协议和授权(无论是法定、监管、合同或其他)。

“**Data Incident**” means any incident or circumstances which may, has/have resulted in, and/or which may reasonably give rise to any suspicion of:

“**数据事件**”：系指可能、已经导致和/或可能合理引起下列怀疑的任何事件或情况：

(a) destruction;

销毁；

(b) loss;

丢失；

(c) alteration; and/or

变更；和/或

(d) unauthorised collection, use, disclosure, access, copying, modification, disposal, destruction, and/or processing,

未经授权收集、使用、披露、访问、复制、修改、处置、销毁和/或处理

of Personal Data (whether transmitted, collected, used, disclosed, stored and/or otherwise processed).

个人数据(不论是传输、收集、使用、披露、储存及/或以其他方式处理)。

“Debiting Participant” means banks and e-money issuers participating in RPP where the Payer maintains account(s).

“借记参与者”：系指参与付款人维护账户所用RPP的银行和电子货币发行人。

“DuitNow National QR Code Standard” means the DuitNow National Quick Response Standard specification developed and managed by PayNet.

“DuitNow 国家二维码标准”：系指由 PayNet 开发和管理的 DuitNow 国家快速响应标准规范。

“DuitNow QR” means a service offered by PayNet, which facilitates Malaysia industry wide ubiquitous payments or credit transfers by scanning a quick response code (QR code), which complies with the DuitNow National QR Code Standard.

“DuitNow QR”：系指 PayNet 提供的一项服务，通过扫描符合 DuitNow 国家二维码标准的快速响应码(二维码)，便于马来西亚行业内常规支付或信用转账。

“DuitNow QR Brand” means a brand, icon, logo, trademark or service mark for DuitNow QR.

“DuitNow QR 品牌”：系指 DuitNow QR 的品牌、图标、标识、商标或服务标志。

“DuitNow QR Owner & Operator” means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).

“DuitNow QR 所有者和运营商”：系指 Payments Network Malaysia Sdn. Bhd. (公司编号：200801035403 [836743-D])。

“DuitNow QR Payments” means payments made via DuitNow QR by customers of Merchants using the Bank's OneCollect application.

“DuitNow QR 支付”：系指商户顾客使用本行 OneCollect 应用程序，通过 DuitNow QR 进行支付。

“DuitNow QR Service Provider” means the service provider of DuitNow QR which, as at the date of these DuitNow QR Specific Terms, is PayNet.

“DuitNow QR 服务提供商”：系指 DuitNow QR 的服务提供商，截至 xDuitNow QR 具体条款订立之日，DuitNow QR 的服务提供商是 PayNet。

“Indemnatee” means each of the Bank, and their related corporations, as well as their respective employees, servants, officers, agents, and licensors.

“受偿方”：系指本行及本行相关公司，以及其各自雇员、管理人员、代理人和许可人。

“Loss” includes all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, damages, Claims, and other liabilities, whether foreseeable or not.

“损失”：包括所有损失、和解金、成本(包括法律费用和律师费)、罚金、罚款、收费、费用、开支、损害赔偿、索赔及其他责任，无论是否可预见。

“Malicious Code” means any computer virus or other malicious, destructive or corrupting code, agent, programme, macros or other software, firmware, routine or hardware components.

“恶意代码”：系指任何计算机病毒或其他恶意或破坏性代码、代理、程序、宏或其他软件、固件、例程或硬件组件。

“Merchant” means the Customer as defined in the Terms.

“商户”：系指条款中定义的“客户”。

“OCBC Malaysia” means each of OCBC Bank (Malaysia) Berhad (Company No. 295400-W) and/or OCBC Al-Amin Berhad (Company No. 818444-T).

“**华侨银行(马来西亚)**”：系指 OCBC Bank (Malaysia) Berhad(公司编号：295400-W)和/或 OCBC A1-Amin Berhad(公司编号：818444-T)。(译者注：有重复)

“**Payer**” means individuals, companies, body corporates, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other customers who transfer funds via DuitNow QR.

“**付款人**”：系指通过 DuitNow QR 转账的个人、公司、法人团体、企业(包括独资经营者和合伙企业)、政府机构、法定机构、社团及其他客户。

“**PayNet**” means Payment Network Malaysian Sdn Bhd (Company No. 200801035403 (836743-D)), a company registered under the laws of Malaysia.

“**PayNet**”：系指 Payment Network Malaysian Sdn Bhd(一家依据马来西亚法律注册成立的公司，公司编号：200801035403 (836743-D))。

“**PDPA**” means the Personal Data Protection Act 2010 of Malaysia and banking secrecy obligations under the Financial Services Act 2013 of Malaysia and the Islamic Financial Services Act 2013 of Malaysia, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time.

“**个人资料保护法**”：系指《2010 年马来西亚个人资料保护法》以及《2013 年马来西亚金融服务法》和《2013 年伊斯兰金融服务法》项下银行保密义务，包括根据其发布的任何附属立法、条例和任何行为准则、绩效标准、建议、指南、框架或书面指示，在每种情况下，均经不时修订、合并、重新制定或取代。

“**Personal Data**” has the meaning ascribed to it under the Personal Data Protection Act 2010 of Malaysia. For the purposes of Clause 11B.29, “Personal Data” means any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the Third Party Service Provider has or is likely to have access, including data in such Third Party Service Provider’s records as may be updated from time to time.

“**个人资料**”：具有《2010 年马来西亚个人资料保护法》所赋予的含义。为第 11B.29 条之目的，“个人资料”系指可以通过下列信息识别出某人身份的任何数据，无论是否属实：(a) 该等数据；(b) 第三方服务提供商有权或可能有权访问的该等数据及其他信息，包括第三方服务提供商记录中可能不时更新的数据。

“**Relevant Authority**” includes any authority or agency which has jurisdiction over each of a Third Party Service Provider, the Bank and/or the Merchant.

“**有关当局**”：包括对第三方服务提供商、本行及/或商户拥有管辖权的任何当局或机构。

“**Restricted Person**” means, at any time:

“**受限制人士**”：系指：

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;
在制裁当局所持任何制裁相关指定人员名单上所列任何人；
- (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
在受制裁国家经营、组建、居住、设立、注册或合法定居的任何人或
- (c) any person controlled or majority owned by a person described in (a) or (b) above.
由以上 (a) 或 (b) 所述人士控制或持有多数股权的任何人。

“**RPP**” means Real-Time Payments Platform, a shared payment infrastructure developed and established by PayNet, which facilitates instant and interoperable payments and collections.

“**RPP**”：系指实时支付平台，是由 PayNet 开发和建立的共享支付基础设施，便于即时和可互操作的收付款。

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba, Crimea region of Ukraine and Israel.

“受制裁国家”：系指在任何时候成为全面或全国性或区域性制裁对象或目标的国家或地区，包括但不限于朝鲜、伊朗、叙利亚、古巴、乌克兰克里米亚地区和以色列。

“Sanctions” means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

“制裁”：系指由下列国家或组织不时颁布、实施、管理或执行的任何贸易、经济或金融制裁、禁运或限制性措施或相关法律法规：

- (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
美国政府，包括由美国国务院外国资产控制办公室或美国国务院管理的政府机构；
- (b) the United Nations Security Council;
联合国安理会；
- (c) the European Union and any European Union member state;
欧洲联盟及任何欧洲联盟成员国；
- (d) the United Kingdom;
英国；
- (e) the Bank Negara Malaysia; or
马来西亚国家银行；或
- (f) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) each of a Third Party Service Provider, the Bank and/or the Merchant (whether based on their jurisdiction of incorporation or the place of their trade, business or other operational activities) or (ii) transaction(s) contemplated by these DuitNow QR Specific Terms),
任何其他相关政府机构(为免生疑问，包括对(i)第三方服务提供商、本行和/或商户(无论是基于其成立所在司法管辖权，或是基于其贸易、业务或其他经营活动所在地)或(ii)DuitNow QR 具体条款拟议交易拥有管辖权的政府机构)，

each, a **“Sanctions Authority”**.

“制裁当局”。

“SG PDPA” means the Personal Data Protection Act 2012 of Singapore, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted, or replaced from time to time.

“新加坡个人数据保护法”：系指《2012年新加坡个人数据保护法》，包括根据其发布的任何附属立法、条例和任何行为准则、绩效标准、建议、指南、框架或书面指示，在每种情况下，均经不时修订、合并、重新制定或取代。

“Third Party Service Provider” means a third party service provider or vendor providing any aspect of DuitNow QR, including OCBC Malaysia, DuitNow QR Owner & Operator, and the DuitNow QR Service Provider.

“第三方服务提供商”：系指提供 DuitNow QR 任何方面的第三方服务提供商或供应商，包括华侨银行(马来西亚)、DuitNow QR 所有者和运营商以及 DuitNow QR 服务提供商。

“Third Party Terms” means such further terms and conditions as may be prescribed by any Third Party Service Provider(s) from time to time.

“第三方条款”：系指任何第三方服务提供商可能不时规定的其他条款与条件。

“Unrecoverable Loss” means the portion of funds transferred and credited to the wrong party due to erroneous, mistaken, unauthorised or fraudulent payments that cannot be retrieved after participants have exhausted the recovery of funds process.

“不可挽回损失”：系指由于过错、失误、非授权或欺诈性支付而转移并贷记到错误方且在参与者用尽追回资金流程后仍无法追回的资金。

PART D: ADDITIONAL TERMS

第 D 部分：附加条款

11B.5 Without prejudice to the generality of Clause 11B.3 of these DuitNow QR Specific Terms and any other provisions under the Agreement, the Merchant additionally agrees to the terms set out in this Part D.

在不影响 DuitNow QR 具体条款第 11B.3 条之一般性及协议项下任何其他条款的前提下，商户还同意遵守第 D 部分所载条款规定。

11B.6 By registering for DuitNow QR, the Merchant agrees, acknowledges, and undertakes to the Bank that the “prevailing terms and conditions, instructions, procedures and directions” referenced in Clause 11.14(c) of this Product Addendum (**“Prevailing Terms”**) shall include:

通过注册 DuitNow QR，商户同意、认可并向本行承诺，本产品附录第 11.14(c) 条中提及的“现行条款与条件、指示、程序和指示”（**“现行条款”**）应包括：

(a) such terms and conditions, requirements, rules, directions, standards, guidelines, operating procedures, and policies relating to, and/or in connection with, DuitNow QR and/or its use, as may be amended by the Bank from time to time;

与 DuitNow QR 和/或其使用相关的条款与条件、要求、规则、指示、标准、指引、操作程序及政策，本行可能不时作出修订；

(b) those which the Bank regards in its sole and absolute discretion to be necessary or expedient for compliance with any agreement(s) entered into between a Third Party Service Provider and the Bank in connection with DuitNow QR (including any and all policies, procedures and/or rules, each as may be amended from time to time) and which are issued by a Third Party Service Provider to the Bank in connection with any such agreement(s);

本行酌情认为对遵守第三方服务提供商与本行就 DuitNow QR 所签任何协议而言是必要或有利的条款（包括任何及所有政策、程序和/或规则，不时修订），以及由第三方服务提供商就任何该等协议向本行发布的条款；

(c) by virtue of the Merchant’s registration for DuitNow QR, all DuitNow QR operating procedures (including any revisions thereof) issued from time to time by the DuitNow QR Owner & Operator which are applicable to the Merchant, including such procedures as may be set out under these DuitNow QR Specific Terms; and

鉴于商户注册 DuitNow QR，DuitNow QR 所有者和运营商不时发布且适用于商户的所有 DuitNow QR 操作程序（包括其任何修订），包括 DuitNow QR 具体条款中可能规定的程序；及

(d) Third Party Terms applicable to the Merchant. Without limiting the generality of the foregoing, the Merchant agrees and undertakes to the Bank that the receiving and sending of funds through DuitNow QR shall be subject to such transfer limits as may be stipulated by the Bank and/or any Third Party Service Provider from time to time.

适用于商户的第三方条款。在不限制上述规定之一般性的前提下，商户同意并向本行承诺，通过 DuitNow QR 收发资金应受本行和/或任何第三方服务提供商不时规定的转账限额约束。

The Merchant shall comply with, and ensure the due and timely performance, at its own expense, of the Prevailing Terms.

商户应遵守并确保适当和及时履行现行条款，自行承担费用。

11B.7 The Merchant shall furnish all information required by the Bank in connection with any aspect of DuitNow QR, and ensure that all information (including without limitation any contact information, and information related to particular Merchant and/or DuitNow QR transactions, including reference number and the

amount intended to be transferred by the payor) provided and submitted to the Bank are true, correct, accurate and complete in all respects, and to promptly correct and update the same in writing to the Bank if such information becomes incorrect, inaccurate, incomplete or misleading.

商户应根据本行要求提供与 DuitNow QR 任何方面相关的所有信息，并确保提供给本行的所有信息(包括但不限于任何联系方式，以及与特定商户和/或 DuitNow QR 交易相关的信息，包括参考编号和付款人拟转账金额)在所有方面都是真实、准确和完整的，并在该等信息变得不准确、不完整或具有误导性时，及时以书面形式向本行作出更正或更新。

- 11B.8 The Merchant agrees and undertakes to the Bank that except insofar as expressly permitted under these DuitNow QR Specific Terms or otherwise in writing the Bank, or as may be allowed by Applicable Law and where incapable of exclusion by agreement, the Merchant shall not (and shall not knowingly allow, permit, or assist any person to):

商户同意并向本行承诺，除 DuitNow QR 具体条款明确允许或本行另行书面允许，或适用法律可能允许且无法通过协议进行排除的情况外，商户不得(且不得故意允许或协助任何人)：

- (a) use any aspect of DuitNow QR, or any part thereof, in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these DuitNow QR Specific Terms, including but not limited to:

以任何非法方式，或出于任何非法目的，或以与 DuitNow QR 具体条款不符的任何方式，使用 DuitNow QR 任何方面或其中任何部分，包括但不限于：

- (i) using any aspect of DuitNow QR in any manner (or as part of any attempt) to harass, abuse, threaten, or otherwise infringe or violate the rights of any person; and/or

以任何方式(或试图)使用 DuitNow QR 任何方面来骚扰、虐待、威胁或以其他方式侵犯任何人的权利；和/或

- (ii) transmitting or allowing the transmission via any aspect of DuitNow QR of any unlawful or harmful material or any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any Applicable Law (including AML/ATF Laws); and/or

通过 DuitNow QR 任何方面传输或允许传输任何非法或有害材料，或任何鼓励可能构成刑事犯罪、导致民事责任或以其他方式违反任何适用法律(包括反洗钱/反恐融资法律)之行为的材料；和/或

- (b) use any aspect of DuitNow QR in a way that could damage, disable, overburden, impair or compromise any aspect of OCBC OneCollect and/or DuitNow QR (or any systems involved, and/or security thereof, including cybersecurity) or interfere with another person's usage or access to DuitNow QR, including without limitation:

使用 DuitNow QR 任何方面，其方式可能会导致 OCBC OneCollect 和/或 DuitNow QR(或任何相关系统，和/或其安全性，包括网络安全)任何方面发生损坏、禁用、超载或损害，或干扰他人使用或访问 DuitNow QR，包括但不限于：

- (i) attempting to probe, scan, test the vulnerability of or gain unauthorised access to a system or network or to breach or circumvent security or authentication measures without proper authorisation; and/or

试图探测、扫描、测试漏洞或未经授权访问某一系统或网络，或在未获得适当授权的情况下违反或规避安全或身份验证措施；和/或

- (ii) attempting to transmit a Malicious Code, or overloading, "spamming", "flooding", "mailbombing" or "crashing" a system or network.

试图传输恶意代码，或导致某一系统或网络发生超载、“垃圾邮件”、“洪水”、“邮件轰炸”或“崩溃”。

- 11B.9 The Merchant shall not interact with DuitNow QR via a device or operation system that has been modified outside the device or operating system vendor-supported or warranted configurations (e.g., devices which have been “jail-broken” or “rooted”), and the Merchant shall be fully liable for any compromise in security or fraudulent transactions resulting from the Merchant using such a device or operating system to interact with DuitNow QR.
- 商户不得通过在供应商支持或保证设备或操作系统配置之外修改过的设备或操作系统(例如, 已“越狱”或“根植”的设备)与 DuitNow QR 进行交互, 并且商户应对因使用此类设备或操作系统与 DuitNow QR 进行交互而导致的任何安全漏洞或欺诈交易承担全部责任。
- 11B.10 The Merchant agrees, acknowledges, and undertakes to the Bank that the Bank may, from time to time, in its sole and absolute discretion, impose transaction limits in respect of DuitNow QR.
- 商户同意、认可并向本行承诺, 本行可不时酌情对 DuitNow QR 施加交易限额。
- 11B.11 The Merchant shall ensure that all transactions facilitated by DuitNow QR are conducted in accordance with the authorisations and mandates for the time being in effect as between the Merchant and the Bank.
- 商户应确保由 DuitNow QR 促成的所有交易均按照商户与本行之间当时有效的授权进行。
- 11B.12 The Merchant represents, warrants and undertakes to the Bank that the Merchant shall have a continuing obligation to:
- 商户向本行声明、保证并承诺, 商户将持续履行以下义务:
- (a) comply with all Applicable Law in Malaysia and in any other jurisdiction which applies to the Merchant, including without limitation any reporting requirements under Applicable Law and AML/ATF Laws;

遵守马来西亚及任何其他司法管辖区适用于商户的所有法律, 包括但不限于适用法律和反洗钱/反恐融资法律项下任何报告要求;

 - (b) refrain from engaging in any act, whether on its own or in combination with other acts, which is illegal or in violation of any AML/ATF Laws;

不从事任何违反反洗钱/反恐融资法律的行为, 无论是单独行为还是与其他行为相结合;

 - (c) have proper mechanisms, control measures or risk management functions to ensure all transactions conducted in connection with DuitNow QR comply with AML/ATF Laws, including without limitation to conduct all necessary due diligence checks and verifications on the transactions involved;

拥有适当机制、控制措施或风险管理功能, 确保与 DuitNow QR 相关的所有交易都符合反洗钱/反恐融资法律, 包括但不限于对相关交易进行所有必要的尽职调查与核实;

 - (d) cooperate fully with the Bank’s due diligence checks and verifications on the Merchant; and

充分配合本行对商户的尽职调查与核实; 及

 - (e) on the Bank’s request, promptly provide any information in connection with the Merchant’s use and/or access of DuitNow QR, and assist the Bank in responding to any queries (in connection with AML/ATF Laws), formal or otherwise, raised by any courts, or any regulatory, fiscal, taxing or government authority that any Third Party Service Provider, the Bank and/or the Merchant is required or accustomed to act in accordance with.

根据本行要求, 及时提供与商户使用和/或访问 DuitNow QR 相关的任何信息, 并协助本行回应任何法院或任何监管、财政、税务或政府部门提出的反洗钱/反恐融资法律相关询问(无论是否为正式询问), 任何第三方服务提供商、本行和/或商户都必须或按常规如此行事。
- 11B.13 The Merchant agrees and acknowledges to the Bank that any Third Party Service Provider shall have the right in its sole and absolute discretion (and the Bank shall have no liability where any Third Party Service Provider exercises such right) to take any action to comply with AML/ATF Laws, including without limitation to suspend or terminate use and/or access of DuitNow QR.

商户同意并向本行认可，任何第三方服务提供商均有权酌情决定(任何第三方服务提供商行使该权利的，本行不承担任何责任)采取任何行动以遵守反洗钱/反恐融资法律，包括但不限于暂停或终止使用和/或访问 DuitNow QR。

- 11B.14 The Merchant shall facilitate the holding and maintenance by the Bank of all necessary Consents in order for the Bank to perform its obligations under any agreement between a Third Party Service Provider and the Bank.

商户应协助本行获得所有必要同意，以便本行履行在第三方服务提供商与本行之间任何协议项下义务。

- 11B.15 To the maximum extent permissible under Applicable Law, the Merchant agrees and acknowledges to the Bank that, without limiting the generality of Clause 11.14(d) of this Product Addendum, for the avoidance of doubt:

在适用法律允许的最大范围内，商户同意并向本行认可，在不限本产品附录第 11.14(d) 条之一般性的前提下，为免生疑问：

- (a) any service provided by a Third Party Service Provider is on an “as is”, “as available” and “as received” basis without warranty of any kind (whether express, statutory, implied or otherwise). Without prejudice to the generality of the foregoing, the Merchant’s use of or reliance on any aspect of DuitNow QR is at the Merchant’s own risk, and the Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from any use of or inability to use any aspect of DuitNow QR;

第三方服务提供商提供的任何服务均以“现状”、“现有”和“收到”为基础，不做任何形式的保证(无论是明示、默示、法定或其他)。在不影响前述规定之一般性的前提下，商户使用或依赖 DuitNow QR 任何方面均由商户自行承担风险，并且本行明确排除与使用或无法使用 DuitNow QR 任何方面相关或由此产生的任何担保、声明、保证、条件、条款或承诺，无论是明示、默示、法定或其他；

- (b) the Bank provides no warranty of any kind, implied, express or statutory in conjunction with DuitNow QR, including any warranties of title, non-infringement of third party rights, accuracy, timeliness, adequacy, completeness, non-interruption, and freedom from errors, omissions, defects, computer virus or other malicious, destructive or corrupting code, agent, program code or macros; and

本行不就 DuitNow QR 提供任何形式的保证，无论是明示、默示、法定或其他，包括关于所有权、不侵犯第三方权利、准确性、及时性、充分性、完整性、无中断以及不存在错误、遗漏、缺陷、计算机病毒或其他恶意或破坏性代码、代理、程序代码或宏的任何保证；及

- (c) Bank does not warrant that (i) DuitNow QR will operate in combination with any other hardware, software or data; (ii) DuitNow QR will meet any Merchant’s expectations; (iii) DuitNow QR will be accurate or reliable; and (iv) DuitNow QR will be error-free or virus-free, or that errors or defects therein will be corrected. For the avoidance of doubt, for the purposes of Clause 11.14(d)(i) of this Product Addendum, “requirements” shall include without limitation service level requirements. DuitNow QR may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, for which the Bank shall not be made liable.

本行不保证(i) DuitNow QR 将与任何其他硬件、软件或数据结合运行；(ii) DuitNow QR 将满足任何商户的期望；(iii) DuitNow QR 将是准确或可靠的；及(iv) DuitNow QR 将不存在错误或病毒，或者其中的错误或缺陷将会得到纠正。为免生疑问，就本产品附录第 11.14(d) (i) 条而言，“要求”应包括但不限于服务水平要求。DuitNow QR 在使用互联网和电子通信时可能会受到限制、延迟或其他固有问题，本行对此不承担责任。

- 11B.16 The Merchant must not make any warranty or representation in respect of goods or services supplied which may bind the Bank.

商户不得就所提供的商品或服务作出任何可能对本行产生约束力的保证或声明。

- 11B.17 In addition, notwithstanding any other provision of these DuitNow QR Specific Terms, to the maximum extent permitted under Applicable Law, without limiting the generality of Clauses 11.13 and 11.15 of this

Product Addendum and Clause 15.11 of Section A of the Terms, for the avoidance of doubt, in no event shall the Bank be liable to the Merchant for and in connection with:

此外, 尽管 DuitNow QR 具体条款中有任何其他规定, 在适用法律允许的最大范围内, 且在不限制本产品附录第 11.13 和 11.15 条以及条款第 A 部分第 15.11 条之一般性的前提下, 为免生疑问, 在任何情况下, 本行均不对商户就以下事项承担责任:

- (a) any breach, delay, non-delivery or failure by any Third Party Service Provider (including any delay in providing, or failure to provide, any services (or any part thereof) to the Bank, including without limitation where any such delay or failure affects the Merchant's use of and/or access to DuitNow QR, or the availability thereof), and the performance or non-performance of any aspect of DuitNow QR;

第三方服务提供商延迟或未能向本行提供任何服务(或其中任何部分), 包括但不限于任何此类延迟或未能提供服务影响到商户使用和/或访问 DuitNow QR 或其可用性之情形), 以及履行或不履行 DuitNow QR 任何方面;

- (b) the operations and services provided by the Bank in connection with DuitNow QR. The Merchant agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Bank;

本行就 DuitNow QR 提供的服务和运营。商户同意, 其将与本行沟通解决与上述事项有关的任何争议;

- (c) any Losses, damages, liabilities, Claims, costs or expenses in connection with the access or use of DuitNow QR (whether by the Merchant or otherwise), any inaccuracy, mistake, malfunction, error or delay in DuitNow QR or any omission by any Third Party Service Provider to provide any aspect of DuitNow QR;

与访问或使用 DuitNow QR 相关的任何损失、损害、责任、索赔、成本或费用(无论是由商户产生或其他), DuitNow QR 存在任何不准确、过错、故障、失误或延迟, 或第三方服务提供商提供 DuitNow QR 任何方面发生任何疏漏;

- (d) any indirect, incidental, consequential, special or exemplary costs, Claims, expenses, Loss or damage, even if informed of the possibility of such costs, Claims, expenses, Loss and/or damage;

任何间接的、附带的、后果性的、特殊的或惩戒性的成本、索赔、费用、损失或损害, 即使已被告知可能会发生此类成本、索赔、费用、损失和/或损害;

- (e) any loss of agreements or contracts, loss of sales, damage to goodwill, loss of use or corruption of software, data or information;

协议或合同损失、销售损失、商誉损害, 或软件、数据或信息使用损失或损坏;

- (f) the Bank's failure to observe or perform its obligations under these DuitNow QR Specific Terms for reasons which could not by reasonable diligence be controlled or prevented by the Bank, including, but not limited to, strikes, acts of God, acts of nature, acts of government not limited to movement control order fire, flood, storm, riots, power shortages or power failure, power disruption by war, sabotage or inability to obtain sufficient labour, fuel or utilities;

本行因无法通过合理努力控制或防止之原因而未能遵守或履行其在 DuitNow QR 具体条款项下义务, 包括但不限于罢工、天灾、自然灾害、政府行为(不限于行动管制令)火灾、洪水、风暴、骚乱、电力短缺或停电、战争造成的电力中断、蓄意破坏或无法获得足够的劳动力、燃料或公用事业;

- (g) fines, penalties or other levies or charges imposed by any governmental or regulatory authority; and/or

罚金、罚款或任何政府或监管机构征收的其他税费; 和/或

- (h) any Loss or damage suffered by the Merchant as a result of a missing or erroneous payment, and a delay or disruption caused by any system failure beyond the Bank's reasonable control.

商户因遗漏或错误支付而遭受的任何损失或损害，以及因本行无法合理控制的任何系统故障造成的延迟或中断。

- 11B.18 For the avoidance of doubt, the Bank shall not be deemed to be in breach of any term of these DuitNow QR Specific Terms, by reason of any delay by any Third Party Service Provider in providing, or any failure by any Third Party Service Provider to provide any services (or any part thereof) to the Bank, including without limitation where any such delay or failure affects the Merchant's use and/or access to DuitNow QR, or the availability thereof.

为免生疑问，本行不应因第三方服务提供商延迟或未能向本行提供任何服务(或其中任何部分)而被视为违反 DuitNow QR 具体条款的任何规定，包括但不限于任何此类延迟或未能提供服务影响到商户使用和/或访问 DuitNow QR 或其可用性。

- 11B.19 For the avoidance of doubt, the Bank does not undertake to provide any service levels or meet any performance indicators in connection with any aspect of DuitNow QR.

为免生疑问，对于 DuitNow QR 任何方面，本行不承诺提供任何服务水平或达到任何绩效指标。

- 11B.20 The Merchant agrees and acknowledges to the Bank that each Third Party Service Provider has the right to (and the Bank shall have no liability where the Third Party Service Provider exercises such right), from time to time, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, DuitNow QR, and the Bank shall not be liable if any such upgrade, modification, suspension or alteration prevents the Merchant from accessing DuitNow QR or any part or feature thereof or for any Loss or damage suffered thereby.

商户同意并向本行认可，第三方服务提供商有权(第三方服务提供商行使该权利的，本行不承担任何责任)不时升级、修改、更改、暂停、停止提供或删除 DuitNow QR(无论是全部还是部分)。如果任何此类升级、修改、暂停或更改阻止商户访问 DuitNow QR 或其中任何部分或功能，或因此造成任何损失或损害的，本行无须承担责任。

- 11B.21 The Merchant shall have a duty to use at least commercially reasonable efforts to mitigate any liability suffered by the Bank in connection with these DuitNow QR Specific Terms.

商户有责任至少尽商业上合理努力减轻本行因 DuitNow QR 具体条款而承担的任何责任。

- 11B.22 The Merchant agrees and acknowledges to the Bank that the Merchant is the best judge of the value and importance of the data relating to the Merchant, whether in physical form or stored in electronic medium, and the Merchant shall be solely responsible for taking all necessary steps and precautions to ensure, and to maintain in the event of Loss for any reason, the integrity and the security of data relating to the Merchant.

商户同意并向本行认可，商户是其相关数据(无论是物理形式还是存储在电子媒介中)价值和重要性的最佳判断者，并且商户应自行负责采取一切必要步骤和预防措施，确保并在因任何原因造成损失的情况下保持商户相关数据的完整性和安全性。

- 11B.23 Without prejudice to any other indemnities provided by the Merchant in favour of the Bank, including those set out in the Agreement, the Merchant hereby unconditionally and irrevocably undertakes to the Bank to indemnify, defend and hold harmless the Bank and its Indemnitees from and against any and all Loss which may be sustained, instituted, made or alleged against, or suffered or incurred by any Indemnatee, and which arise (whether directly or indirectly) out of or in connection with:

在不影响商户向本行作出任何其他赔偿(包括本协议中规定的赔偿)的前提下，商户在此无条件且不可撤销地向本行承诺，对于任何受偿方因下列事项而可能遭受的任何及所有损失(无论是直接或间接)，商户将向本行及其受偿方做出赔偿，使其免受损害：

- (a) any breach by the Merchant of its representations, warranties, undertakings or obligations, regardless whether in connection with these DuitNow QR Specific Terms or otherwise;

商户违反其声明、保证、承诺或义务，无论是否与 DuitNow QR 具体条款有关或其他；

- (b) these DuitNow QR Specific Terms;

DuitNow QR 具体条款；

- (c) the use of DuitNow QR by the Merchant;
商户使用 DuitNow QR;
- (d) any negligent act or omission or wilful default, misconduct or fraud of the Merchant;
商户任何疏忽作为或不作为, 或故意违约、不当行为或欺诈;
- (e) any contravention of any Applicable Laws, regulations or guidelines by the Merchant, including any data protection, privacy or confidentiality laws in any relevant jurisdictions, whether arising on account of the actions of the Merchant or otherwise howsoever;
商户违反任何适用法律、法规或准则, 包括任何相关司法管辖区任何数据保护、隐私或保密法律, 无论是因商户行为或其他原因引起;
- (f) any negligence, misrepresentation or fraud on the part of the Merchant, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under these DuitNow QR Specific Terms;
商户、其雇员和代理人在履行其义务或行使 DuitNow QR 具体条款项下任何权利方面存在任何疏忽、失实陈述或欺诈;
- (g) any Claim by each of any Third Party Service Provider, a Payer, a Debiting Participant, DuitNow QR Owner & Operator and/or any other person for any breach by the Merchant of any Applicable Laws;
第三方服务提供商、付款人、借记参与者、DuitNow QR 所有者和运营商和/或任何其他因商户违反任何适用法律而提出索赔;
- (h) any use of the DuitNow QR Brand by the Merchant other than as permitted by these DuitNow QR Specific Terms; and/or
商户将 DuitNow QR 品牌用于 DuitNow QR 具体条款允许以外目的; 和/或
- (i) any Claim by any third party against any Indemnatee arising from any circumstance specified above.
第三方因上述任何情况而对受偿方提出索赔。

11B.24 The Merchant will cooperate fully with the Bank in the defence of any allegation or third-party legal proceeding. The Bank reserves the right to assume the exclusive control and defence of any indemnified matter under Clause 11B.23.

商户将全力配合本行对任何指控或第三方法律诉讼进行抗辩。本行保留对第 11B.23 条项下任何赔偿事项进行专有控制和抗辩的权利。

11B.25 The Merchant hereby represents and warrants to the Bank as follows:

商户在此向本行作出如下声明与保证:

- (a) DuitNow QR shall not be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or be used to finance the purchase or transfer of any military goods or equipment; and
DuitNow QR 不得直接或间接用于违反任何制裁或是将便利或资助受限制人士或受制裁国家任何活动、业务或交易或用于资助购买或转让任何军用物资或设备之目的; 及
- (b) the Merchant has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this Clause 11B.25.
商户已实施并维持确保遵守第 11B.25 条所载声明、保证与承诺的政策和程序。

11B.26 The Merchant undertakes to the Bank as follows:

商户向本行作出如下承诺:

- (a) it shall not, whether directly or indirectly, perform any transactions with funds or assets that:
- 商户不得直接或间接与属下列情形的资金或资产进行任何交易：
- (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
构成任何受限制人士的财产，或将由其实益拥有；或
 - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to each of any Third Party Service Provider, the Bank and/or the Merchant;
违反适用于第三方服务提供商、本行和/或商户的制裁规定之交易所产生的直接收益；
- (b) it shall not (and shall ensure that each of its Affiliates will not) violate any Sanctions and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions;
- 商户不得(并应确保其关联方不会)违反任何制裁，不得直接或间接进行或从事可能导致其违反制裁规定的任何交易、行为、贸易、业务或其他活动；
- (c) it shall not (and shall ensure that none of its Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of DuitNow QR:
- 商户不得(并应确保其关联方不会)直接或间接使用，或是允许或授权任何其他人直接或间接以下列方式使用 DuitNow QR 全部或任何部分：
- (i) for any purpose (directly or indirectly) that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws; or
用于任何(直接或间接)违反制裁规定或是便利或资助受限制人士或受制裁国家任何活动、业务或交易，或违反任何反腐败法律、反洗钱法律或恐怖主义融资法律之目的；或
 - (ii) in any other manner which could result in each of any Third Party Service Provider, the Bank and/or the Merchant being in breach of any Sanctions (if and to the extent applicable to any of them) or becoming subject of any Sanctions; and
以任何其他可能导致第三方服务提供商、本行和/或商户违反制裁规定(如适用)或成为制裁对象的方式使用；及
- (d) it shall (and it shall ensure that each of its Affiliates will) conduct its businesses and maintain policies and procedures that will ensure compliance with Anti-Corruption Laws and Anti-Money Laundering Laws.
- 商户应(并应确保其关联方会)以适当方式开展业务，并制定相关政策和程序，确保遵守反腐败法律和反洗钱法律。

11B.27 The Merchant agrees and acknowledges to the Bank that the Bank shall have the right, but shall not be obliged, to: (i) monitor, screen or otherwise control any activity or services; (ii) investigate any violation of these DuitNow QR Specific Terms and take any action it deems appropriate; (iii) prevent or restrict the Merchant's access to DuitNow QR; and/or (iv) report any activity it suspects to be in violation of any Applicable Law, statute or regulation to the appropriate authorities and to co-operate with such authorities.

商户同意并向本行认可，本行有权但无义务：(i) 监控、筛查或以其他方式控制任何活动或服务；(ii) 调查任何违反 DuitNow QR 具体条款的行为，并采取其认为适当的行动；(iii) 阻止或限制商户访问 DuitNow QR；和/或(iv) 向有关当局报告其怀疑违反任何适用法律法规的活动，并配合当局行事。

11B.28 The Merchant consents to any collection, transmission or other use of location data relating to the Merchant by any aspect of DuitNow QR which offer location-based services or functionality.

商户同意通过 DuitNow QR 任何方面(提供基于位置的服务或功能)收集、传输或以其他方式使用与商户有关的位置数据。

- 11B.29 For the avoidance of doubt, Clause 3 of the Singapore Local Addendum shall apply in respect of the Bank's disclosure of Personal Data relating to the Merchant (the collection and use of which the Merchant consents to) to any and all Third Party Service Provider(s), including to any Third Party Service Provider in connection with the application for and use of DuitNow QR. The Merchant acknowledges and agrees to the Bank that any Third Party Service Provider may collect or verify their Personal Data with third party sources such as credit reporting agencies, the Companies Commission or the Insolvency Department, and consents to the relevant credit reporting agencies disclosing their credit report or information to such Third Party Service Provider for the purposes of the Bank making available DuitNow QR as a Payment Rail to the Merchant, and for the Third Party Service Provider's and/or the Bank's risk management and review. Further, the Merchant acknowledges and agrees to the Bank that any Third Party Service Provider may disclose Personal Data relating to the Merchant to classes of third parties described in such data protection policy that may be issued to the Merchant from time to time.

为免生疑问, 本行向任何及所有第三方服务提供商(包括与 DuitNow QR 申请和使用相关的第三方服务提供商)披露商户相关个人数据(商户同意收集和使用)的, 适用新加坡本地附录第 3 条所载规定。商户同意并向本行认可, 第三方服务提供商可通过第三方来源(比如征信机构、公司委员会或破产部门)收集或验证其个人数据, 并同意相关征信机构向第三方服务提供商披露其信用报告或信息, 便于本行向商户提供 DuitNow QR 作为支付通道, 以及用于第三方服务提供商和/或本行的风险管理和审查。此外, 商户同意并向本行认可, 第三方服务提供商可将商户相关个人数据披露给可能不时向商户发出数据保护政策中所述第三方类别。

- 11B.30 The Merchant agrees to comply with Applicable Data Protection Laws which it is bound by, and shall not do any act that will cause the Bank to breach any personal data protection laws.

商户同意遵守对其产生约束力的适用数据保护法律, 并且不得做出任何会导致本行违反个人数据保护法律的行为。

- 11B.31 When transferring Personal Data, the Merchant shall take appropriate steps to determine the potential risk of Data Incidents and consider technical and operational measures to ensure the security of the Personal Data.

在传输个人数据时, 商户应采取适当措施确定数据事件的潜在风险, 并考虑采取技术和操作措施确保个人数据的安全。

- 11B.32 The Merchant shall implement appropriate controls and adequate technical and operational measures that shall apply to the transfer, storage, and processing of Personal Data.

商户应实施适用于个人数据传输、存储和处理的适当控制以及充分的技术和操作措施。

- 11B.33 The Merchant agrees to comply with any requests, directions and/or guidelines which each of any Third Party Service Provider and/or the Bank may provide from time to time in connection with Clause 11B.32. The Merchant shall provide the Bank with such assistance which the Bank may reasonably require in meeting obligations under Applicable Data Protection Law (which shall include without limitation the PDPA and/or SG PDPA).

商户同意遵守第三方服务提供商和/或本行可能不时就第 11B.32 条所提出的任何要求、指示和/或指南。11B.32 商户应向本行提供本行为履行适用数据保护法律(包括但不限于个人数据保护法和/或新加坡个人数据保护法)项下义务而合理要求的协助。

- 11B.34 The Merchant agrees and undertakes to the Bank that the Merchant shall, at the Merchant's own cost and expense:

商户同意并向本行承诺, 商户应(自行承担费用):

- (a) only collect, use, disclose and process Personal Data strictly for:

只为下列目的收集、使用、披露和处理个人数据:

- (i) the performance of the Merchant's obligations under these DuitNow QR Specific Terms;

履行商户在 DuitNow QR 具体条款项下义务；

- (ii) each of any Third Party Service Provider and the Bank to provide the Merchant with the processing of DuitNow QR transactions initiated in connection with DuitNow QR; and

第三方服务提供商和本行向商户提供 DuitNow QR 交易处理相关服务；及

- (iii) purposes which are reasonably related to the aforementioned purposes;

与上述目的合理相关之目的；

- (b) keep all Personal Data confidential unless disclosure and/or processing of the Personal Data is required under Applicable Law;

就所有个人数据予以保密，除非根据适用法律要求披露及/或处理个人数据；

- (c) have in place reasonable and appropriate technical, administrative, operational, and physical measures, consistent with Applicable Data Protection Laws, to protect the Personal Data against risks of Data Incidents;

制定符合适用数据保护法律的适当技术、行政、操作和物理措施，以保护个人数据免受数据事件风险的影响；

- (d) cease to retain documents containing Personal Data, or remove the means by which the Personal Data can be associated with particular individuals, as soon as it is reasonable to assume that: (A) the purpose for which the Personal Data was collected is no longer being served by retention of the Personal Data; and (B) retention is no longer necessary for legal or business purposes; and

停止保留包含个人数据的文件，或删除将个人数据与特定个人相关联的方式，只要有理由推定：(A) 保留个人数据不再符合收集个人数据之目的；及 (B) 在法律或商业上不再需要保留个人数据；及

- (e) in respect of any overseas transfer, collection, use, disclosure, or processing of Personal Data, the Merchant undertakes to the Bank to provide the Personal Data with a standard of protection that is comparable to that under Applicable Data Protection Laws and these DuitNow QR Specific Terms. Where the Merchant transfers Personal Data overseas to any sub-processor or third party, the Merchant shall procure the same undertaking from the sub-processor or third party or put in place contractual safeguards to ensure the third party is able to comply with the Applicable Data Protection Laws in respect of the Personal Data.

就个人数据海外转移、收集、使用、披露或处理而言，商户向本行承诺按照适用数据保护法律和 DuitNow QR 具体条款项下同等标准保护个人数据。如果商户将个人数据转移到海外任何子处理者或第三方，则商户应从子处理者或第三方处获得相同承诺，或制定合同保障措施，确保第三方能够遵守有关个人数据的适用数据保护法律。

- 11B.35 The Merchant warrants, represents and undertakes to the Bank that, if Personal Data is collected, used, disclosed, and transferred, such Personal Data has been collected, used, disclosed, and transferred to the party receiving such Personal Data (“**Receiving Party**”) under these DuitNow QR Specific Terms in accordance with Applicable Data Protection Laws, or in the absence of such laws, where reasonable and practicable, consent has been provided for the collection, use, disclosure and/or transfer of Personal Data from the Merchant to the Receiving Party.

商户向本行保证、声明并承诺，根据 DuitNow QR 具体条款收集、使用、披露和/或转让个人数据给一方（“**接收方**”）时，应遵守适用数据保护法律的规定，或在没有该等法律的情况下，合理可行时，应就此获得必要同意。

- 11B.36 The Merchant agrees and undertakes to the Bank that, to the maximum extent not prohibited by Applicable Law, the Merchant shall (at its own cost and expense) immediately notify the Bank without undue delay:

商户同意并向本行承诺，如果发生下列情况，在适用法律不禁止的最大范围内，商户应(自行承担费用)立即通知本行，不得无故拖延：

- (a) where the Merchant becomes aware of a breach of any of the Merchant's obligations under these DuitNow QR Specific Terms, of such breach;

如商户发现违反其在 DuitNow QR 具体条款项下任何义务，须立即向该等情况通知给本行；

- (b) of any complaint by, or request received, from: (1) any individual in relation to his/her Personal Data; or (2) any Relevant Authority in relation to Personal Data, including without limitation any access, correction, data portability or similar requests;

(1) 任何个人就其个人数据提出投诉；或(2) 任何有关当局就个人数据提出要求，包括但不限于任何访问、更正、数据可携性或类似要求；

- (c) of any notification and/or commencement of any investigation by any Relevant Authority in relation to any Data Incident;

任何有关当局就数据事件发出通知和/或展开调查；

- (d) of any circumstances which may suggest or indicate the occurrence of any Data Incident; and/or

可能暗示或表明发生数据事件的任何情况；和/或

- (e) of any Claim, allegation, action, proceeding, undertaking process, expedited decision, or litigation in connection with any Data Incident.

与数据事件相关的任何索赔、指控、诉讼、加急决定或法律程序。

11B.37 In the event that the Merchant shall notify the Bank pursuant to any of Clauses 11B.36(a) to (e) above (each a **"Relevant Event"**), the Merchant shall in each case of a Relevant Event:

如果商户应根据以上第 11B. 36(a) 至 (e) 条中任何一条通知本行 ("11B. 36 相关事件")，则在每种情况下，商户应就相关事件：

- (a) provide the Bank all information and assistance:

向本行提供以下所有信息和协助：

- (i) as the Bank may request in relation thereto, including without limitation for the Bank to verify the nature and veracity of the Relevant Event; and/or

应本行就此提出的要求，包括但不限于本行核实相关事件的性质和真实性；和/或

- (ii) as may be required by Applicable Data Protection Law,

根据适用数据保护法律的要求，

and the Merchant shall comply with the Bank's directions and all reporting and notification requirements under Applicable Law in connection therewith;

且商户应遵守本行指示以及适用法律项下与之相关的所有报告和通知要求；

- (b) adhere to and implement the steps set out in any incident response plan prescribed by the Bank from time to time; and

遵守并实施本行不时规定的任何事件响应计划中所述措施；及

- (c) upon notice by the Bank, provide the Bank and their representative(s) unrestricted access, audit and inspection rights to the Merchant's:

经本行通知后，向本行及其代表提供不受限制地对商户进行访问、审计和检查的权利：

- (i) systems (including without limitation information systems and/or security management systems) and/or data; and

系统(包括但不限于信息系统和/或安全管理系统)和/或数据; 及

- (ii) books, records and documentation (including without limitation information stored in computerised form),

账簿、记录 and 文件(包括但不限于以计算机形式存储的信息),

to the extent such systems, books, records, and/or documentation (as the case may be) relate to the Relevant Event, and permit the Bank and its representative(s) to make copies thereof. The Merchant shall provide full cooperation and reasonable assistance to the Bank for the completion of any such access, audit and/or inspection.

只要这些系统、账簿、记录 and 文件(视情况而定)与“相关事件”有关, 并允许本行及其代表复制。商户应向本行提供充分配合及适当协助, 以完成任何该等访问、审计 and 检查。

- 11B.38 For the avoidance of doubt, Clause 11.1(b) of Section A of the Terms shall apply in respect of the Merchant's information pertaining to the payment processes as the DuitNow QR Owner & Operator may reasonably require for DuitNow QR.

为免生疑问, 条款第 A 节第 11.1(b) 条应适用于 DuitNow QR 所有者和运营商可能合理要求的商户支付流程相关信息。

- 11B.39 If the Merchant wishes to receive funds via DuitNow QR, the Merchant:

如果商户希望通过 DuitNow QR 接收资金, 则商户:

- (a) shall not impose any fees for POS payments made by Payers using DuitNow QR; and
不得对付款人使用 DuitNow QR 进行 POS 支付收取任何费用; 及
- (b) shall not deduct any RPP fees from the cash out withdrawal and ensure the Payer is paid in full amount.

不得从提现中扣除任何 RPP 费用, 确保付款人获得全额付款。

- 11B.40 The Merchant shall accept payments or cash out that draw funds from e-money accounts offered by issuers of e-money and all types of deposit accounts offered by banks, except for fixed deposit accounts. This shall include, but is not limited to, all types of conventional and/ or Islamic investment accounts, Islamic deposit accounts, current accounts, virtual internet accounts and/or line of credit accounts tied to payment cards.

商户应接受从电子货币发行人提供的电子货币账户及本行提供的各类存款账户(定期存款账户除外)提取资金付款或变现。这应包括但不限于各类传统和/或伊斯兰投资账户、伊斯兰存款账户、往来账户、虚拟互联网账户和/或与支付卡挂钩的信用额度账户。

- 11B.41 The Merchant who has been granted a non-transferable licence to use the DuitNow QR Brand shall not license or assign the said right to use to any other third party. The Merchant shall comply with the DuitNow Brand Guidelines at all times.

已获得不可转让许可使用 DuitNow QR 品牌的商户不得向任何其他第三方许可或转让上述使用权。商户应始终遵守 DuitNow 品牌指南规定。

- 11B.42 For the purpose of Clause 11B.41, the Merchant will be liable for any Claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the DuitNow QR Brand. In the event of such breach, the Merchant's sub-licensed rights of using the DuitNow QR Brand shall automatically be revoked and cease immediately, whereupon these DuitNow QR Specific Terms shall be terminated henceforth, without affecting accrued rights of parties. Clause 11B.16, Clauses 11B.38 to 11B.42 and Clause 11B.46 shall survive termination of these DuitNow QR Specific Terms. Termination does not affect a party's rights accrued, and obligations incurred before termination.

为第 11B.41 条之目的, 商户将对因滥用或未经授权使用 DuitNow QR 品牌而产生或导致的任何索赔、损害赔偿和费用承担责任。若发生此类违规行为, 则商户的 DuitNow QR 品牌分许可使用权将自动撤销并立即终止, 且 DuitNow QR 具体条款将从此终止, 但不影响各方应有权利。第 11B.16 条、第 11B.38 条至第

11B.42 条和第 11B.46 条在 DuitNow QR 具体条款终止后持续有效。该等终止不影响一方在终止前已发生的权利与义务。

- 11B.43 The Merchant shall, if the Bank requires from time to time (and further subject to such additional terms and conditions as the Bank may specify in connection therewith), permit the display of, conspicuously display and/or not obscure the display of, as the context permits, any trade names, trademarks, logos, domain names and/or other attributions to the Bank and/or its affiliates.

如果本行不时要求(并进一步受本行可能就此规定的附加条款与条件约束), 商户应在适当时允许展示、明显展示和/或不模糊展示任何商品名称、商标、标识、域名和/或本行及/或其关联方的其他特性。

- 11B.44 If the Merchant opts to partially refund overpayments to each of Payers and/or the Bank, the Merchant shall bear the transaction fees for executing such refund.

如果商户选择向付款人和/或本行部分退还多付款项, 则商户应承担执行该等退款的交易费用。

- 11B.45 The Merchant shall, in good faith, attempt to settle all disputes or conflicts with the Bank arising in connection with DuitNow QR amicably and by mutual agreement.

商户应友好协商解决与 DuitNow QR 相关的所有争议或冲突。

- 11B.46 The Merchant must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for erroneous or mistaken payments and/or unauthorised or fraudulent payments.

商户必须建立并维持一项公平的政策, 以纠正错误, 以及推进追回错误支付和/或非授权或欺诈性支付的资金。

- 11B.47 Without prejudice to the generality of Clause 11B.46, the Merchant shall:

在不影响第 11B.46 条之一般性的前提下, 商户应:

- (a) assist the Bank (and/or its designee(s)) in any investigation of erroneous or mistaken payments as stated in Clause 11B.49;

协助本行(和/或其指定人员)调查第 11B.49 条所述错误支付情况;

- (b) assist the Bank (and/or its designee(s)) in any investigation on unauthorised or fraudulent payments as stated in Clauses 11B.50 and 11B.51; and

协助本行(和/或其指定人员)调查第 11B.50 条和第 11B.51 条所述非授权或欺诈性支付情况; 及

- (c) effect refund(s) to the Payers and/or request the Bank to effect the refund(s), as the case may be, if it is found that the Merchant is responsible for such erroneous, mistaken, unauthorised or fraudulent payment, as the case may be.

如果发现商户对此类错误、非授权或欺诈性支付(视情况而定)负有责任, 则应向付款人退款和/或请求本行退款(视情况而定)。

- 11B.48 In the event that an erroneous or mistaken payment is caused by the Merchant, after verification and confirmation from the Merchant with respect to such erroneous or mistaken payment, the Bank shall have the right to immediately reverse out all credits erroneously posted to the Merchant's account regardless of whether funds have been recovered from other affected parties.

如果错误支付是由商户造成的, 则在商户就该等错误支付进行核实和确认后, 本行有权立即转回所有错误记入商户账户贷方的金额, 无论是否已从其他受影响方追回资金。

- 11B.49 The Bank shall have the right to inform the Merchant that a Third Party Service Provider and/or the Bank (as the case may be) has received a request to recover funds that are wrongly credited to the Merchant due to an erroneous or mistaken payment. The Bank shall have the right to debit the Merchant's account to recover funds within five (5) Business Days provided the following conditions are met, and the Merchant must facilitate this recovery of funds process:

本行应有权通知商户, 第三方服务提供商和/或本行(视情况而定)已收到有关追回错误支付资金的请求。如果满足以下条件, 本行有权在五(5)个工作日内借记商户账户以追回资金, 且商户必须为该等追回资金流程提供便利:

- (a) if the recovery of funds request is received within ten (10) Business Days from the date of the erroneous / mistaken payment:

如果在错误支付之日起十(10)个工作日内收到资金追回请求:

- (i) the Bank is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;

本行完全确信资金被错误记入商户账户贷方;

- (ii) the Bank has notified the Merchant regarding the proposed debiting of the Merchant's account and the reason for the debiting; and

本行已通知商户关于商户账户拟借记情况及借记原因; 及

- (iii) there is sufficient balance in the Merchant's account to cover the recovery account;

商户账户中有足够余额可供追回资金;

- (b) if the recovery of funds request is received between eleven (11) Business Days and seven (7) months from date of erroneous/mistaken payment:

如果从错误支付之日起十一(11)个工作天日到七(7)个月内收到资金追回请求:

- (i) the Bank is fully satisfied that funds were erroneously or mistakenly credited to the Merchant's account;

本行完全确信资金被错误记入商户账户贷方;

- (ii) the Bank has provided written notification to the Merchant where the erroneous/mistaken payment will be recovered through debiting the Merchant's account within ten (10) Business Days of the notifications unless the Merchant provides reasonable evidence to substantiate ownership of the funds in question; and

本行已向商户发出书面通知, 除非商户提供合理证据证明相关资金所有权, 否则将在通知发出后的十(10)个工作日内通过借记商户账户追回错误支付的资金; 及

- (iii) there is sufficient balance in the Merchant's account; and

商户账户中有足够余额; 及

- (c) if the recovery of funds request is received after seven (7) months from the date of erroneous or mistaken payment, the Bank shall seek the Merchant's prior written consent to debit its account within ten (10) Business Days of receiving the request to debit from the Bank. When the Merchant receives a request for consent the Bank as described in this sub-Clause, the Merchant shall not unreasonably withhold consent to debit its account when there is a legitimate recovery of funds request.

如果从错误支付之日起七(7)个月后收到资金追回请求, 本行应在收到借记请求后十(10)个工作日内, 征求商户事先书面同意借记其账户。当商户收到本款中所述同意请求时, 若请求合理, 商户不得无理拒绝同意从其账户中扣款。

- 11B.50 The Bank shall have the right to inform the Merchant that a Third Party Service Provider and/or the Bank (as the case may be) has received a request to recover funds that was credited to the Merchant due to an unauthorised or fraudulent payment. In such a case, the Merchant shall facilitate this recovery of funds process, and:

本行有权通知商户, 第三方服务提供商和/或本行(视情况而定)已收到有关追回因非授权或欺诈性支付而记入商户账户贷方之资金的请求。在此情况下, 商户应为此类资金追回流程提供便利, 并:

- (a) immediately take all practicable measures to prevent or block further misuse, unauthorised or fraudulently transferred funds for the benefit of the Beneficiary of Fraud;

立即采取一切切实可行的措施，防止或阻止为欺诈受益人之利益而进一步滥用、未经授权或以欺诈方式转移资金；

- (b) furnish the Bank with information, including but not limited to the name, address, contact information and/or national identity card number/passport number to conclusively identify the Beneficiary of Fraud within seven (7) Business Days of detecting the unauthorised or fraudulent payment;

向本行提供信息，包括但不限于姓名、地址、联系方式和/或国民身份证号码/护照号码，以便在发现非授权或欺诈性支付后的七(7)个工作日内确定欺诈受益人；

- (c) take all practicable measures to the extent permitted by law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/places with the Merchant, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and/or taking legal action against the Beneficiary of Fraud; and

在法律允许的范围内，采取一切合理可行的措施，从非预期资金接收方追回资金，包括但不限于转回贷记金额、提取欺诈受益人向商户提供的存款或其他财务担保、停止交付货物、暂停欺诈受益人已付款的服务、收回交付给欺诈受益人的货物和/或对欺诈受益人采取法律行动；及

- (d) immediately provide information required under Clause 11B.50(b) above to the Bank to facilitate the Bank's and/or Debiting Participant's investigation.

立即向本行提供以上第 11B. 50 (b) 条所要求的信息，以便本行及/或借记参与者展开调查。

- 11B.51 In the event that the Bank receives a payment request from a Merchant, which the Bank believes to be an unauthorised or fraudulent payment, the Bank shall have the right to conduct an investigation to determine (a) whether the Merchant is implicated in the unauthorised payment or fraud; or (b) whether there are sufficient grounds to conclude that the Merchant is involved, or has benefited, directly or indirectly from the unauthorised payment/fraud; and the Bank shall have a right to prevent or block withdrawal or and further use of the remaining funds in the Merchant's account with the Bank until there is satisfactory resolution of Unrecoverable Loss. The Merchant shall facilitate and cooperate with the Bank to complete the Bank's investigation.

如果本行收到商户的支付请求，且本行认为该等支付为非授权或欺诈性支付，则本行有权进行调查，以确定 (a) 商户是否涉嫌非授权支付或欺诈；或 (b) 是否有足够理由断定商户直接或间接参与非授权支付/欺诈，或从该等行为中获益；在不可挽回损失得到满意解决之前，本行有权防止或阻止提取或进一步使用商户在本行账户中的剩余资金。商户应协助并配合本行完成调查。

- 11B.52 For erroneous, mistaken, unauthorised and/or fraudulent payments that cannot be fully or partially recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss. Where the Merchant caused or could have reasonably prevented the Unrecoverable Loss, the Merchant will be liable to bear that Loss.

对于无法全部或部分追回的错误、非授权和/或欺诈性支付，无法追回的金额将视为不可挽回损失。如商户造成或本可合理防止不可挽回损失，则商户有责任承担该等损失。

- 11B.53 If, after completing its investigations, the Bank has reasonable grounds to believe that the Merchant caused or could have reasonably prevented the Unrecoverable Loss, the Bank shall have the right to notify the Merchant and the Bank shall have the right to freeze funds in the Merchant's account until there is satisfactory resolution of Unrecoverable Loss (and the Bank shall have no liability where the Bank exercises such right).

如果在完成调查后，本行有合理理由相信商户造成或本可合理防止不可挽回损失，则本行有权通知商户，并有权冻结商户账户中的资金，直至不可挽回损失得到满意解决 (本行在行使该权利时不承担任何责任)。

- 11B.54 In the event the Merchant is responsible for unauthorised or fraudulent payment, the Merchant agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or

negligence. Notwithstanding the aforesaid, the Bank shall not be prevented from taking legal action against the Merchant to make good the Unrecoverable Loss to the extent permitted by law.

如果商户对非授权或欺诈性支付负有责任，则商户同意采取一切措施来追回不可挽回损失（若不可挽回损失是由于其过错或疏忽造成的）。尽管有上述规定，不得阻止本行在法律允许的范围内对商户采取法律行动，以赔偿不可挽回损失。

- 11B.55 The circumstances under which the Bank's right to immediately suspend the availability of any PRP (including without limitation any Payment Rail) under Clause 11.14(h) of this Product Addendum shall apply include, but are not limited to (and the Bank shall have no liability where the Bank exercises this right):

本行根据本产品附录第 11.14(h) 条可立即暂停提供任何 PRP (包括但不限于任何支付通道) 的权利适用于下列情形，包括但不限于 (本行在行使该权利时不承担任何责任)：

- (a) the Merchant breached these DuitNow QR Specific Terms, or applicable rules, guidelines, regulations, circulars or laws related to DuitNow QR that were communicated to the Merchant;

商户违反 DuitNow QR 具体条款，或已告知商户有关 DuitNow QR 的适用规则、指南、法规、通告或法律；

- (b) the Merchant has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of DuitNow QR and/or RPP; and/or

商户的运营控制或风险管理流程不足，导致 DuitNow QR 和/或 RPP 的稳定性、完整性、安全性和效率受到潜在威胁；和/或

- (c) it is suspected on reasonable grounds that the Merchant has committed or will commit a fraudulent act in connection with DuitNow QR.

有合理理由怀疑商户已经或将会实施与 DuitNow QR 有关的欺诈行为。

- 11B.56 Upon suspension of the Merchant's access to DuitNow QR (howsoever arising):

在暂停商户使用 DuitNow QR (无论如何产生) 时：

- (a) the services provided to the Merchant under DuitNow QR will be suspended immediately;

在 DuitNow QR 项下向商户提供的服务将立即暂停；

- (b) the Merchant must cease all promotions and advertising that are related or can be perceived to be related to DuitNow QR;

商户必须停止与 DuitNow QR 相关或可视为与之相关的所有促销和广告；

- (c) the Merchant shall remove all DuitNow QR Brands from the Merchant's marketing collaterals, channels and website; and

商户应从其营销资料、渠道和网站中删除所有 DuitNow QR 品牌；及

- (d) the Merchant must take all reasonable steps to comply with any directions of the Bank to minimise the impact on Payers of the suspension or termination.

商户必须采取一切合理措施遵守本行任何指示，尽量减少该等暂停或终止对付款人的影响。

- 11B.57 The Bank's right to immediately terminate the availability of any PRP (including without limitation any Payment Rail) under Clause 11.14(h) of this Product Addendum shall be deemed to include for the avoidance of doubt the right of the Bank to immediately terminate, in the Bank's sole and absolute discretion, the availability of the services provided or contemplated to be provided under these DuitNow QR Specific Terms (including without limitation any aspect of DuitNow QR), and the Bank shall have no liability where the Bank exercises this right.

为免生疑问，本行根据本产品附录第 11.14(h) 条立即终止任何 PRP (包括但不限于任何支付通道) 可用性的权利应视为包括本行酌情决定立即终止根据 DuitNow QR 具体条款提供或拟提供服务之可用性的权利 (包括但不限于 DuitNow QR 任何方面)，且本行在行使该权利时不承担任何责任。

- 11B.58 Upon termination of these DuitNow QR Specific Terms (howsoever arising), the participation of the Merchant in DuitNow QR shall be automatically terminated and the Merchant will no longer have access to DuitNow QR and the services provided under DuitNow QR.

DuitNow QR 具体条款终止后 (无论如何产生)，商户对 DuitNow QR 的参与将自动终止，商户将不再有权访问 DuitNow QR 和在 DuitNow QR 项下提供的服务。

- 11B.59 For the avoidance of doubt, the reference to “Bank Information” in Clause 15.9 of Section A of the Terms shall include, but is not limited to, any information which the Merchant receives or possesses as result of these DuitNow QR Specific Terms, the disclosure of fees and charges, and any technology or know-how related to the service or the performance of these DuitNow QR Specific Terms. The Merchant shall not use such information other than for the purposes which it was given.

为免生疑问，条款第 A 节第 15.9 条中提及的“银行信息”应包括但不限于商户因 DuitNow QR 具体条款而收到或拥有的任何信息、费用披露，以及与服务或 DuitNow QR 具体条款履行相关的任何技术或专有知识。商户不得将该等信息用于指定以外其他目的。

- 11B.60 Clause 11B.59 shall not apply to information which:

第 11B.59 条不适用于属下列情形的信息：

- (a) is or has at the time of use or disclosure become public knowledge without any breach of these DuitNow QR Specific Terms;

在没有违反 DuitNow QR 具体条款的情况下，使用或披露时已为公众所知；

- (b) is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;

使用或披露时，已为与该方从事相同或类似业务的公司普遍知晓 (在非保密基础上，非因该方错误行为所致)；

- (c) is lawfully obtained by a party from third parties without any obligation by the party to maintain the information proprietary or confidential;

由一方从第三方合法获得，而该方没有义务保持信息专有性或机密性；

- (d) is known by a party prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the other party under these DuitNow QR Specific Terms;

披露前，一方已知悉，无任何保密义务，且该等信息非由另一方根据 DuitNow QR 具体条款披露；

- (e) is independently developed by a party without reference to or use of the other party's Confidential Information; and/or

由一方在未参考或使用另一方机密信息的情况下独立开发；和/或

- (f) is required to be disclosed or divulged by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, take over panel or other public or quasi-public body as required by law and where the party is required by law to make such disclosure. The party shall give notification as soon as practical prior to such disclosure being made.

由任何主管法院、法庭、政府或当局或任何法律法规、并购委员会或法律要求的其他公共或准公共机构要求一方做出披露。该方应在披露前尽快发出通知。

- 11B.61 For the avoidance of doubt, Clause 15.1 of Section A of the Terms shall apply in respect of these DuitNow QR Specific Terms.

为免生疑问，条款第 A 节第 15.1 条应适用于 DuitNow QR 具体条款。

- 11B.62 For the avoidance of doubt, the Merchant shall not be entitled to a waiver of any provisions of these DuitNow QR Specific Terms except where such waiver is in writing and signed by the Bank.

为免生疑问，商户无权放弃 DuitNow QR 具体条款的任何规定，除非该等放弃是以书面形式并由本行签署。

12. TERMS AND CONDITIONS GOVERNING eGIRO SCHEME

有关 eGIRO 计划的条款与条件

PART A: BILLING ORGANISATION USER TERMS

第 A 部分：开票机构用户条款

- 12.1 The clauses under this Part A apply where the Customer is participating in the eGIRO Scheme as the Participating BO to obtain electronic direct debit authorisations from the Participating BO's customers or clients who are Participating Applicants to initiate direct debit collections via GIRO or FAST directly from the relevant bank account opened and maintained with the relevant Participating Applicant Bank designated by such customers or clients ("**Designated Bank Accounts**").

第 A 部分项下条款适用于客户参与 eGIRO 计划(作为参与开票机构 BO)，从参与 BO 的客户(参与申请人)处获得电子直接借记授权，直接通过 GIRO 或 FAST 从相关银行账户(在相关参与申请银行开立和持有，“指定银行账户”)发起直接借记收款。

Registration, etc. of Participating BO to the eGIRO Scheme

参与 BO 在 eGIRO 计划的注册等事宜

- 12.2 The eGIRO Scheme may only be used for the purposes expressly authorised by ABS from time to time, and to participate in the eGIRO Scheme as a Participating BO, the Participating BO is required to satisfy (and continue to satisfy throughout the term of participation) the relevant eligibility criteria as may be prescribed from time to time ("**BO Eligibility Criteria**") in connection with the eGIRO Scheme, including having successfully completed all set-up and onboarding procedures and requirements in respect of the eGIRO Platform (including submitting the relevant application forms and entering into the required participation agreement with the eGIRO Operator).

eGIRO 计划只能用于 ABS 不时明确授权之目的，并且作为参与 BO 参与 eGIRO 计划，参与 BO 必须满足(并在整个参与期限内继续满足)与 eGIRO 计划有关的资格标准(“**BO 资格标准**”)，包括已成功完成有关 eGIRO 平台的所有设置和引导程序和要求(包括提交相关申请表并与 eGIRO 运营者签订所需的参与协议)。

- 12.3 Where the Bank is the Participating BO's Sponsor Bank and the Participating BO wishes to de-register from the eGIRO Scheme:

如本行是参与 BO 的保荐银行，而参与 BO 希望从 eGIRO 计划中注销：

- (a) the Participating BO shall:

参与 BO 应：

- (i) submit a de-registration request to the Bank by filling in the form available at www.ocbc.com and provide at least 30 days' prior written notice; and

通过填写可在 www.ocbc.com 查阅的表格，向本行提交注销请求，并提前至少 30 天发出书面通知；及

- (ii) successfully complete all offboarding procedures and requirements in respect of the eGIRO Platform; and

成功完成有关 eGIRO 平台的所有退出程序和要求；及

- (b) the Participating BO shall inform the Bank if it wishes to:

参与 BO 如希望采取下列行动，应通知本行：

- (i) continue to implement GIRO as a billing organization through the submission of a physical application form or such other arrangement as may be prescribed by the Bank;

通过提交实体申请表或本行规定的其他安排，继续作为开票机构实施 GIRO ；

- (ii) de-register its participation as a Participating BO with the Bank and register its participation as such with another Participating Bank, including fulfilling any GIRO conversion arrangement; or

在本行注销其作为参与 BO 的参与登记，并在另一家参与银行进行参与登记，包括履行任何 GIRO 转换安排；或

- (iii) close its Account with the Bank that has been designated for direct debit collections from Designated Bank Accounts.

关闭其在本行用于直接从指定银行账户收款的指定账户。

- 12.4 The Participating BO acknowledges that the Bank has the absolute discretion (whether at the request of ABS or otherwise) at any time to delist it as a Participating BO without prior notice and without giving any reason whatsoever, including where such immediate delisting is necessary to safeguard the integrity of the eGIRO Scheme and/or the eGIRO Platform, and/or to protect the interests of other participants / users of the eGIRO Scheme and neither the Bank nor ABS shall be liable or responsible for any loss or damage suffered by or caused to the Participating BO or arising out of or connected with or by reason of such delisting.

参与 BO 认可，本行可酌情(无论是应 ABS 的要求或其他要求)随时将其从参与 BO 中注销，而无需事先通知，也无需给出任何理由，包括在为维护 eGIRO 计划和/或 eGIRO 平台的完整性而必须立即注销的情况下，和/或保护 eGIRO 计划的其他参与者/用户之利益，本行和 ABS 均不对参与 BO 所遭受或造成的任何损失或损害，或因该等注销而引起或与之相关的任何损失或损害承担责任。

Payments

付款

- 12.5 In consideration of the services provided by the Bank in connection with the BO User Agreement, the Participating BO agrees to pay the Bank such fees and charges as set out in the applicable Pricing Guide or otherwise as the Bank may prescribe from time to time. The Participating BO agrees that the Bank shall have the right to vary such fees and charges or introduce new fees and charges by giving no less than 30 days' notice.

作为本行提供与 BO 用户协议有关的服务的对价，参与 BO 同意向本行支付适用定价指南中规定或本行不时规定的其他费用。参与 BO 同意，本行有权经提前至少 30 天发出通知后，更改该等收费或引入新的收费。

Collection, use, disclosure and processing of information

信息的收集、使用、披露和处理

- 12.6 Information from Participating Applicants and Participating Applicant Banks: The Participating BO may only process, use and/or disclose information (including personal data) relating to a Participating Applicant

or a Participating Applicant Bank, only for the Purpose or when otherwise approved by ABS in writing. The Participating BO shall comply with any and all of ABS' instructions in respect of all processing, use and disclosure of such information.

来自参与申请人和参与申请银行的信息：参与 BO 仅可出于上述目的或经 ABS 书面批准时处理、使用和/或披露与参与申请人或参与申请银行有关的信息(包括个人数据)。参与 BO 应遵守 ABS 关于该等信息处理、使用和披露的任何及所有指示。

Information submitted by the Participating BO

参与 BO 提交的信息

- 12.7 The Participating BO hereby gives its consent to the Bank (whether by the Bank or through the Bank's service providers) to collect, use, disclose and/or process any information (including personal data) that the Participating BO has provided or otherwise submitted to the Bank in connection with the use of and/or access to the eGIRO Platform and/or eGIRO Scheme, including to disclose to:

参与 BO 在此同意本行(无论是由本行或通过本行的服务提供者)收集、使用、披露和/或处理参与 BO 就使用和/或访问 eGIRO 平台和/或 eGIRO 计划向本行提供或以其他方式提交的任何信息(包括个人资料)，包括向以下相关方披露：

- (a) any person purporting to be the Participating BO and/or the eGIRO Authorised Users upon the Bank's verification of his/her identity to the Bank's satisfaction in accordance with the Bank's prevailing procedure, for the Purpose;

在本行根据本行现行程序核实其身份并令本行满意后，任何自称为参与 BO 和/或 eGIRO 授权用户的人士；

- (b) ABS, Sponsor Bank (if the Bank is not the Participating BO's Sponsor Bank) and the eGIRO Operator, for the Purpose;

ABS、保荐银行(如果该银行不是参与 BO 的保荐银行)和 eGIRO 运营者；

- (c) the relevant Participating Applicant Banks for the Purpose; and

相关参与申请银行；

- (d) any person or entity as may be necessary or appropriate in connection with the Participating BO's participation in the eGIRO Scheme and/or the use and/or operation of the eGIRO Platform, including any third party which the Participating BO (or any person purporting to be it) may from time to time wish to transact with whether directly or indirectly, in connection with the use of the eGIRO Platform, and vice versa, for the Purpose.

与参与 BO 参与 eGIRO 计划和/或使用和/或运营 eGIRO 平台有关的任何必要或适当个人或实体，包括参与 BO(或自称为其的任何人士)可能不时就 eGIRO 平台的使用直接或间接与之进行交易的任何第三方，反之亦然。

- 12.8 In the course of Participating BO's use of and/or access to the eGIRO Platform and/or eGIRO Scheme, the Participating BO shall, prior to disclosing or making available to the Bank any information (including personal data) relating to the relevant Participating Applicants or other persons or entities:

参与 BO 在使用和/或访问 eGIRO 平台和/或 eGIRO 计划的过程中，在向本行披露或提供与相关参与申请人或其他人士或实体有关的任何信息(包括个人数据)之前，参与 BO 应：

- (a) notify these persons or entities: (i) that the Participating BO will be providing their information to the Bank; and (ii) of the Purpose for which the Bank will be collecting, using, disclosing and/or processing their information; and

通知这些人士或实体：(i)参与 BO 将向本行提供他们的信息；及(ii)本行收集、使用、披露和/或处理其资料之目的；及

- (b) obtain the consent from such persons or entities whose information are being disclosed, permitting: (i) the Participating BO to disclose the information to the Bank; and (ii) the Bank to collect, use, disclose and/or process their personal data, for the Purpose.

取得信息被披露的个人或实体同意，允许：(i)参与 BO 向本行披露信息；及(ii)本行为上述目的收集、使用、披露和/或处理其个人资料。

- 12.9 The Participating BO represents and warrants that information (whether relating to itself or otherwise) that it will be providing the Bank or has provided to the Bank is complete, accurate and true in all respects.

参与 BO 声明与保证其将向本行提供或已向本行提供的资料(无论是有关其本身或其他资料)在各方面均属完整、准确及真实。

Compliance with guidelines and law

遵守准则及法律

- 12.10 The Participating BO agrees to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the eGIRO Platform and/or eGIRO Scheme (including any amendments to the aforementioned published from time to time and any supplemental guidelines, notices, operating rules, policies and instructions as the Bank may issue to the Participating BO from time to time), as well as any applicable laws or regulations. The Participating BO hereby represents, undertakes and warrants that it shall not use the eGIRO Platform and/or eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations.

参与 BO 同意遵守与使用和/或访问 eGIRO 平台和/或 eGIRO 计划有关的任何及所有准则、通知、操作规则、政策和指示(包括不时所作修订，以及本行不时向参与 BO 发出的任何补充准则、通知、操作规则、政策和指示)，以及任何适用法律或法规。参与 BO 在此声明、承诺并保证，其不会将 eGIRO 平台和/或 eGIRO 计划用于适用法律或法规禁止的任何交易、操作或活动。

Use of eGIRO Security Credentials

使用 eGIRO 安全凭证

- 12.11 The Participating BO acknowledges and agrees that its participation in the eGIRO Scheme requires it to access and use the e-GIRO Platform and that such e-GIRO Platform may only be accessed and/or used with the relevant eGIRO Security Credentials under the terms of access/services of the eGIRO Operator for such services and platforms. The Participating BO further acknowledges that the eGIRO Operator may at any time forthwith change or invalidate any eGIRO Security Credentials and neither the Bank nor ABS shall be liable or responsible for any loss or damage suffered by or caused to the Participating BO or arising out of or connected with or by reason of such change or invalidation.

参与 BO 认可并同意，其参与 eGIRO 计划需要访问和使用 e-GIRO 平台，且该等 e-GIRO 平台仅可根据 eGIRO 运营者针对该等服务和平台的访问/服务条款，与相关 eGIRO 安全凭证一起访问和/或使用。参与 BO 亦认可，eGIRO 运营者可随时更改或作废任何 eGIRO 安全凭证，本行和 ABS 均不对参与 BO 所遭受或造成的任何损失或损害，或因该等更改或失效而引起或与之相关的任何损失或损害承担责任。

- 12.12 The Participating BO agrees that itself and its eGIRO Authorised Users shall at all times keep the eGIRO Security Credentials confidential. The Participating BO shall notify the eGIRO Operator immediately if it has knowledge or has reason to suspect that the confidentiality of such eGIRO Security Credentials has been compromised or if there has been any unauthorised use of such eGIRO Security Credentials.

参与 BO 同意，其本身及其 eGIRO 授权用户应始终对 eGIRO 安全凭证保密。如果参与 BO 知晓或有理由怀疑该等 eGIRO 安全凭证的保密性已被泄露，或存在未经授权使用该等 eGIRO 安全凭证的情况，应立即通知 eGIRO 运营者。

eGIRO Authorised Users

eGIRO 授权用户

- 12.13 The Participating BO acknowledges and confirms that its eGIRO Authorised Users are severally empowered and authorised to give Electronic Instructions through the eGIRO Platform on behalf of itself and act as its agent when accessing and/or using the eGIRO Platform. The Bank is entitled to rely on any use of any eGIRO Security Credentials as conclusive evidence as against the Participating BO and the eGIRO Authorised Users that such use is by or with the authority of itself and/or the eGIRO Authorised User to whom the eGIRO Security Credentials are assigned.

参与 BO 认可并确认，其 eGIRO 授权用户已分别获得授权，可在访问和/或使用 eGIRO 平台时，代表其本身通过 eGIRO 平台发出电子指示，并充当其代理人。本行有权将任何 eGIRO 安全凭证的使用作为对参与 BO 和 eGIRO 授权用户的决定性证据，证明该等使用是由本行和/或获得 eGIRO 安全凭证分配的 eGIRO 授权用户进行或授权。

- 12.14 Whether actually authorised by, used and/or accessed by the Participating BO or not, all use and/or access of the eGIRO Platform, and the issuance of any Electronic Instruction by the eGIRO Authorised Users, shall be deemed the Participating BO's use and/or access and/or Electronic Instruction. All references to the Participating BO's use and/or access of the eGIRO Platform in the BO User Agreement shall be deemed to include the eGIRO Authorised User's use and/or access and shall apply to the eGIRO Authorised Users as well where applicable.

无论参与 BO 是否实际授权、使用和/或访问，eGIRO 平台的所有使用和/或访问以及 eGIRO 授权用户发布的任何电子指示均应视为参与 BO 的使用和/或访问和/或电子指示。在 BO 用户协议中所有提及参与 BO 使用和/或访问 eGIRO 平台的内容均应视为包括 eGIRO 授权用户的使用和/或访问，并在相关情况下也适用于 eGIRO 授权用户。

Actual or Purported Use or Access, Instructions or Communications

实际或声称使用或访问、指示或通信

- 12.15 The Participating BO agrees and acknowledges that any: (i) use of or access to, or purported use of or access to, the eGIRO Platform; and/or (ii) information, data, instructions or communications, whether or not authorised by the Participating BO, referable to the eGIRO Security Credentials shall, as the case may be, be deemed to be: (a) use of or access to the eGIRO Platform by the Participating BO; and/or (b) information, data, instructions or communications transmitted and validly issued by the Participating BO. The Participating BO agrees that the Bank shall be entitled to act upon, rely on and/or hold the Participating BO solely responsible and liable in respect thereof as if the same were carried out or transmitted by Participating BO, and the Bank shall be under no obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information, data, instructions or communications.

参与 BO 同意并认可：(i)使用或访问，或声称使用或访问 eGIRO 平台；和/或(ii)涉及 eGIRO 安全凭证的信息、数据、指示或通信，无论是否获得参与 BO 的授权，均应视为：(a)参与 BO 对 eGIRO 平台的使用或访问；和/或(b)参与 BO 传输和有效发布的信息、数据、指令或通信。参与 BO 同意，本行有权对参与 BO 采取行动、依赖和/或追究参与 BO 的全部责任，就好像参与 BO 执行或执行了同样的行为一样，本行无义务评估或核实该等信息、数据、指示或通信的合理性、完整性、真实性、准确性或内容。

- 12.16 The Participating BO acknowledges that all Electronic Instructions (whether authorised by it or not) are irrevocable and unconditional, conclusive and binding on itself upon transmission through the eGIRO Platform unless the Bank in the Bank's sole and absolute discretion determines otherwise, and the Bank shall be entitled to effect, perform and/or process such Electronic Instructions without further reference to the Participating BO and without any further consent or confirmation from the Participating BO or any further notice to the Participating BO. The Participating BO agrees that the Bank shall further be entitled to ignore any conflicting instructions.

参与 BO 认可，所有电子指示(无论其是否授权)在通过 eGIRO 平台传输时，均为不可撤销和无条件的、决定性的并对其具有约束力，除非本行酌情另行决定，并且本行有权执行和/或处理该等电子指示，而无需

进一步咨询参与 BO，无需获得参与 BO 的任何进一步同意或确认，亦无需向参与 BO 发出任何进一步通知。参与 BO 同意，本行亦有权无视任何相互冲突的指示。

12.17 Evidence/Records

证据/记录

The Participating BO acknowledges and agrees that the records of or maintained by the Bank and ABS (through the eGIRO Operator or otherwise) of: (i) the Electronic Instructions (whether authorised by Participating BO or not); (ii) the transactions or operations made or performed, processed or effected through the eGIRO Platform by the Participating BO or any person purporting to be it, acting on its behalf or purportedly acting on its behalf, with or without its consent; and (iii) any communications, transactions, instructions or operations relating to the operation of the eGIRO Platform and/or eGIRO Scheme, shall be binding on the Participating BO for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

参与 BO 认可并同意，本行和 ABS(通过 eGIRO 运营者或其他方式)拥有或维护的下列相关记录：(i)电子指示(无论是否获得参与 BO 授权)；(ii)参与 BO 或任何声称是其本人、代表其行事或据称代表其行事之人，在获得或未经其同意的情况下，通过 eGIRO 平台执行、处理或实施交易；以及(iii)与 eGIRO 平台和/或 eGIRO 计划运作有关的任何通信、交易、指示或操作，无论出于何种目的，均应对参与 BO 具有约束力，并应成为该等通信、交易、指示或操作的确凿证据。

General

一般规定

12.18 The Participating BO acknowledges that:

参与 BO 认可：

- (a) the BO User Agreement is solely between the Participating BO and the Bank (and no other party). Accordingly, the Participating BO shall have no right or claim against ABS in respect of the BO User Agreement;

BO 用户协议仅在参与 BO 与本行之间订立(没有其他方)。因此，参与 BO 就 BO 用户协议对 ABS 没有任何权利或索赔；

- (b) the Bank and ABS are not involved in, and are not responsible for, any instructions, transactions or communications made between the Participating BO and any of the Participating BO's customers and/or corporate clients involving the access to and/or use of the eGIRO Platform and/or eGIRO Scheme, FAST and/or GIRO;

本行和 ABS 不涉及参与 BO 与其任何客户和/或企业客户之间有关访问和/或使用 eGIRO 平台和/或 eGIRO 计划、FAST 和/或 GIRO 的任何指示、交易或通信，也不对其负责；

- (c) the eGIRO Platform, eGIRO Scheme and services provided by the Bank in connection with the BO User Agreement, are provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of the eGIRO Platform and eGIRO Scheme, FAST and/or GIRO may rely on technologies outside the Bank's or ABS' control; and

eGIRO 平台、eGIRO 计划和本行就 BO 用户协议所提供的服务是在“现状”和“可用”基础上提供的，不作任何保证。eGIRO 平台、eGIRO 计划、FAST 和/或 GIRO 的可访问性和操作可能依赖于本行或 ABS 控制之外的技术；及

- (d) notwithstanding Clause 15.1 of Section A of the Terms, the Bank may at any time and upon written notice to the Participating BO, update or amend any one or more of the terms and conditions in this Part A if the Bank is so required by ABS to effect such update or amendment, and such update or amendment shall take effect from the date stated in the notice.

尽管条款第 A 部分第 15.1 条作出规定，如 ABS 要求本行更新或修改第 A 部分中的任何一项或多项条款与条件，本行可随时向参与 BO 发出书面通知，且该等更新或修改应自通知所述日期起生效。

Right to disable use and/or access

禁止使用和/或访问的权利

- 12.19 The Participating BO acknowledges that if its access to or use of the eGIRO Platform and/or eGIRO Scheme is in breach of any applicable terms and conditions, the Bank or ABS (through the eGIRO Operator or otherwise) may immediately disable the Participating BO's access to and/or use of the eGIRO Platform and/or eGIRO Scheme without notice to it and to take all such action as the Bank or ABS consider appropriate, desirable or necessary.

参与 BO 认可，如果其访问或使用 eGIRO 平台和/或 eGIRO 计划违反任何适用条款与条件，本行或 ABS(通过 eGIRO 运营者或其他方式)可立即禁止参与 BO 访问和/或使用 eGIRO 平台和/或 eGIRO 计划，无需发出通知，并采取本行或 ABS 认为适当或必要的所有此类行动。

Suspension/ variation/ termination of eGIRO Platform and eGIRO Scheme eGIRO

平台和 eGIRO 计划的暂停/变更/终止

- 12.20 The Participating BO acknowledges and agrees that ABS (through the eGIRO Operator or otherwise) may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the eGIRO Platform and/or eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Platform and/or eGIRO Scheme prevents the Participating BO from using or accessing the eGIRO Platform and/or eGIRO Scheme and/or any part or feature thereof.

参与 BO 认可并同意，ABS(通过 eGIRO 运营者或其他方式)可以在不给予任何理由或事先通知的情况下，不时升级、修改、变更、暂停、停止提供或全部或部分删除 eGIRO 平台和/或 eGIRO 计划(包括与计划外停机或定期维护有关的情况)，如果任何此类升级、修改、eGIRO 平台和/或 eGIRO 计划的暂停、变更或终止会妨碍参与 BO 使用或访问 eGIRO 平台和/或 eGIRO 计划和/或其任何部分或功能，ABS 无须负责。

eGIRO mark and name

eGIRO 标志和名称

- 12.21 The mark and name "eGIRO" is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, eGIRO Platform and/or the BO User Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a "hot" link to any other website) the "eGIRO" mark and name, without the written permission of ABS. Without limiting the foregoing, the Participating BO will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with "eGIRO", without ABS' prior written consent.

“eGIRO”标志和名称由 ABS 独家拥有，除非 ABS 明确授权并根据 ABS 不时给出的任何指示，否则不得使用该标志或名称。未经 ABS 的书面许可，eGIRO 计划、eGIRO 平台和/或 BO 用户协议中的任何内容均不得解释为通过暗示、禁止反言或其他方式授予任何使用“eGIRO”标志和名称的许可或权利(包括作为元标签或到任何其他网站的“热”链接)。在不限制上述规定的前提下，未经 ABS 事先书面同意，参与 BO 不得以任何方式使用或复制与“eGIRO”相关的任何商标、标识、商号和/或类似标志。

Third party rights

第三方权利

- 12.22 The provisions of the Contracts (Rights of Third Parties) Act 2001 shall apply in respect of ABS which the Participating BO and the Bank agree, has been conferred rights and benefits under the applicable terms and conditions of the BO User Agreement.

《2001 年合同(第三方权利)法》的规定应适用于 ABS(经参与 BO 和本行同意), 并已根据 BO 用户协议的适用条款与条件授予其权利和利益。

No assignment, etc.:

不得转让等:

- 12.23 The BO User Agreement and all the Participating BO's rights and obligations under the BO User Agreement are personal to the Participating BO and the Participating BO shall not delegate, assign, sublicense or sub-contract any of those rights and/or obligations to any third party nor permit any third party to access or use the eGIRO Scheme on its behalf or as its intermediary, unless otherwise expressly permitted in writing by both ABS and the Bank.

BO 用户协议及其项下所有参与 BO 的权利与义务是专属于参与 BO 本身, 参与 BO 不得将任何这些权利和/或义务委托、转让、分许可或分包给任何第三方, 也不得允许任何第三方代表其或作为其中介访问或使用 eGIRO 计划, 除非 ABS 和本行另有明确书面许可。

Governing law and jurisdiction:

适用法律和管辖权:

- 12.24 Any dispute, controversy or claim arising from or in connection with this Part A shall be governed by Singapore law.

由第 A 部分引起或与之有关的任何争议或索赔应受新加坡法律约束。

- 12.25 The Participating BO hereby undertakes to each member of the OCBC Group and their respective branches, subsidiaries, representative offices, affiliates and agents that, by accessing and/or using the eGIRO Platform and/or eGIRO Scheme:

参与 BO 在此向华侨银行集团每个成员及其各自分支机构、子公司、代表处、关联公司和代理人承诺, 通过访问和/或使用 eGIRO 平台和/或 eGIRO 计划:

- (a) the courts of Singapore shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters under this Part A; and

新加坡法院对解决由第 A 部分项下任何事项引起的与之相关的任何争议或索赔具有专属管辖权;
及

- (b) it shall not object to the courts of Singapore on the ground that it is an inappropriate or inconvenient forum or otherwise.

不得以该法庭不适当或不方便等理由对新加坡法院提出异议。

PART B: APPLICANT USER TERMS

第 B 部分: 申请人使用条款

The clauses under this Part B apply where the Customer is participating in the eGIRO scheme as an applicant and where the Bank is participating in the eGIRO Scheme as an applicant bank for the Customer.

如客户作为申请人参与 eGIRO 计划, 而本行作为客户的申请银行参与 eGIRO 计划, 则第 B 部分项下条款适用。

- 12.26 The Bank may provide Electronic Services relating to the eGIRO Scheme to the Customer subject to the continuing conditions set out in this Part B.

本行可向客户提供与 eGIRO 计划有关的电子服务，但须满足第 B 部分所载持续条件。

- 12.27 The eGIRO Scheme enables the Customer to perform and complete the following activities electronically via a Participating BO Landing Page:

eGIRO 计划允许客户通过参与 BO 登录页以电子方式执行和完成以下活动：

- (a) create direct debit authorisations electronically via a Participating BO Landing Page for the relevant Participating BO to initiate direct debit collections via GIRO or FAST directly from its designated Account and maintained with the Bank ("**eGIRO Creation Request**"); and

通过参与 BO 登录页以电子方式创建直接借记授权，以便相关参与 BO 直接通过 GIRO 或 FAST 从其指定账户发起直接借记收款(“**eGIRO 创建请求**”)；和

- (b) where enabled by the relevant Participating BO, cancel any eGIRO Creation Request with respect to such Participating BO via its Participating BO Landing Page ("**eGIRO Cancellation Request**"). Where such cancellation functionality is not enabled by the relevant Participating BO via its Participating BO Landing page, the Customer acknowledges and agrees that the cancellation of any such eGIRO Creation Request will need to be submitted to the Bank in accordance with such processes, procedures and/or conditions as may be prescribed by the Bank from time to time.

在相关参与 BO 启用的情况下，通过其参与 BO 登录页取消有关该参与 BO 的任何 eGIRO 创建请求(“**eGIRO 取消请求**”)。如相关参与 BO 未通过其参与 BO 登录页启用该等取消功能，客户认可并同意，应按照本行不时规定的流程、程序和/或条件向本行申请取消任何该等 eGIRO 创建请求。

General terms on the use of the eGIRO system

有关 eGIRO 系统使用的一般条款

- 12.28 The Customer represents, warrants and undertakes that all information provided to the Bank in connection with an eGIRO Creation Request or a cancellation request in respect of an eGIRO Creation Request (including an eGIRO Cancellation Request or a cancellation request submitted to the Bank in accordance with such processes, procedures and/or conditions as may be prescribed by the Bank from time to time) (in each case, a "**Cancellation Request**") is and remains true, accurate and complete in all respects and that it has not withheld any relevant information. In the event that such information is or becomes inaccurate, misleading or incomplete, the Customer shall promptly update the Bank. The Bank shall have no duty and shall not be required to take any steps to assess or verify or seek any other confirmation from any party as to the reasonableness, completeness, truth, accuracy, authenticity or contents of any such information provided by the Customer.

客户声明、保证与承诺，就 eGIRO 创建请求或关于 eGIRO 取消请求(包括根据本行不时规定的流程、程序和/或条件提交给本行的 eGIRO 取消请求)向本行提供的信息(在每种情况下均为“取消请求”)在各方面均真实、准确和完整，并保证其未隐瞒任何相关信息。如该等信息不准确、误导或不完整，客户应立即向本行提供最新资料。本行无义务亦无须就客户提供的任何该等资料的合理性、完整性、真实性、准确性或内容，向任何一方评估、核实或寻求任何其他确认。

- 12.29 For the purpose of authorising the eGIRO Creation Request or an eGIRO Cancellation Request, the Customer will be redirected from the Participating BO Landing Page to the relevant Electronic Services provided by the Bank to the Customer for such purpose, and accordingly the terms and conditions in this Part B are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use by the Customer of such Electronic Services.

为授权创建 eGIRO 请求或取消 eGIRO 请求之目的，客户将被重定向至本行为此目的向客户提供的相关电子服务，因此，第 B 部分所载条款和条件是对适用于客户访问和/或使用此类电子服务的其他条款与条件之补充，并结合阅读。

- 12.30 Notwithstanding the authorisation by the Customer of an eGIRO Creation Request through its access to and/or use of the Electronic Services or its submission of a Cancellation Request, the Customer agrees and acknowledges that the direct debit authorisation or cancellation of such direct debit authorisation shall take effect only after such request has been successful processed by the Bank. Unless and until such request has been processed, the Customer shall ensure that:

尽管客户通过访问和/或使用电子服务或提交取消请求而授权 eGIRO 创建请求, 客户同意并认可, 只有在本行成功处理该等请求后, 直接借记授权或取消该等直接借记授权才会生效。在该等请求获得处理之前, 客户应确保:

- (a) in the case of an eGIRO Creation Request, the Customer shall continue to make the necessary payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; and \

在 eGIRO 创建请求的情况下, 客户应继续使用其他付款方式直接向相关参与 BO 支付必要款项, 直至直接借记授权生效; 及

- (b) in the case of a Cancellation Request, the Customer shall continue to ensure that there are sufficient and immediately available funds in its designated Account at all times to enable the Bank to act upon the Participating BO Request (defined below).

对于取消请求, 客户应继续确保其指定账户始终有充足且立即可用资金, 使本行能够根据参与 BO 请求(定义见下文)采取行动。

- 12.31 Notwithstanding the submission of eGIRO Creation Request(s) by the Customer and without prejudice to any other Terms and the terms and conditions in this Part B, the Customer agrees and acknowledges that it remains solely responsible for the full and timely payment of any amounts payable to the relevant Participating BO(s), and that neither the Bank nor ABS shall be liable for any failure or any delay by the Customer to do so.

尽管客户提交 eGIRO 创建请求, 在不影响任何其他条款及第 B 部分所载条款与条件的情况下, 客户同意并认可, 它仍然自行负责全额和及时支付任何应付给相关参与 BO 的款项, 本行或 ABS 均不对客户未能或延迟这样做的任何情况负责。

eGIRO Creation Request

eGIRO 创建请求

- 12.32 For each submission of an eGIRO Creation Request by the Customer, the Customer agrees and acknowledges that:

对于客户提交的每份 eGIRO 创建请求, 客户同意并认可:

- (a) the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from its designated Account, and the Customer hereby instructs and authorises the Bank to act upon and process any request received from the Participating BO to debit its designated Account for such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by the Bank from time to time) (a "**Participating BO Request**") and effect payment to the relevant Participating BO, in each case without prior or further reference or notice to the Customer, and without any prior or further consent or confirmation from the Customer;

相关参与 BO 有权直接从其指定账户通过 GIRO 或 FAST 发起直接借记收款, 客户在此指示并授权本行采取行动并处理从参与 BO 收到的任何请求, 将参与 BO 不时指定的金额(受 eGIRO 创建请求中可能指定的任何付款限额和/或本行不时规定的任何付款限额约束)从其指定账户扣款(“**参与 BO 请求**”), 并向相关参与 BO 付款, 在每种情况下, 无需事先或进一步咨询或通知客户, 也无需事先或进一步获得客户同意或确认;

- (b) the Bank shall be entitled to treat any Participating BO Request as being Electronic Instructions from the Customer that are irrevocable, unconditional, conclusive and binding on the Customer, and the Customer acknowledges and agrees that the Bank may (in its sole and absolute discretion):

本行有权将任何参与 BO 请求视为客户发出的不可撤销、无条件、决定性及对客户有约束力的电子指示，而客户认可并同意本行可(酌情):

- (i) decline to act on any such Electronic Instructions and/or to delay acting on any such Electronic Instructions, whether in part or in whole, if the Bank determines that there is any ambiguity or inconsistency or conflict in any such Electronic Instructions unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction; or

如本行确定任何该等电子指示有任何歧义或不一致或冲突，则拒绝对该等电子指示采取行动和/或延迟对该等电子指示采取行动，无论是部分或全部，除非及直至该等歧义或冲突已得到令本行满意地解决；或

- (ii) act upon any such Electronic Instructions as it deems fit, regardless of whether there are any other ambiguous or conflicting Participating BO Requests and/or Electronic Instructions from the Customer;

根据其认为合适的任何该等电子指示行事，无论客户是否有任何其他含糊不清或相互冲突的参与 BO 请求和/或电子指示；

- (c) without affecting any of the foregoing, (i) the Bank is not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner prescribed by the Bank; (ii) the Bank does not have any control over the date on which, or the amount for which, the relevant Participating BO may initiate direct debit collections via GIRO or FAST, and (iii) the Bank shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to any such date, any due date for payment or payment amount;

在不影响上述任何条款的前提下，(i)如果相关参与 BO 未按本行规定之方式通过 GIRO 或 FAST 发起直接收款，本行无义务支付；(ii)本行对相关参与 BO 可通过 GIRO 或 FAST 启动直接借记收款的日期或金额无任何控制；及(iii)本行无义务也无须就任何该等日期、付款到期日或付款金额向任何一方核实或寻求任何其他确认；

- (d) its Electronic instruction and authorisation to the Bank provided under Clause 11.1(a)(i) shall remain effective and in force until the earliest of the following:

客户根据第 11.1(a)(i)条向本行提供的电子指示和授权应保持有效，直至以下最早日期：

- (i) in respect of an eGIRO Creation Request, the expiry date as may be specified in the eGIRO Creation Request;

就 eGIRO 创建请求而言，eGIRO 创建请求中可能规定的到期日；

- (ii) in respect of a Cancellation Request, the effective date of the Cancellation Request provided that it has been received and successfully processed by the Bank; or

就取消请求而言，为取消请求的生效日期，前提是该请求已由本行收到并成功处理；或

- (iii) such date as the Bank may notify the Customer from time to time; and

本行不时通知客户的日期；及

- (e) it shall ensure that it has sufficient and immediately available funds in its designated Account at all times to enable the Bank to act upon and process any Participating BO Request, failing which the Bank may determine, at its sole and absolute discretion, that:

本行应确保其指定账户随时有充足且立即可用资金，以使本行能够对任何参与 BO 请求采取行动并进行处理。否则，本行可自行决定：

- (i) any such Participating BO Request shall not be acted upon and the Bank shall not effect payment of the relevant amounts to the Participating BO and in such event, the Bank shall have to the right to determine, in its sole and absolute discretion, any fees payable by the Customer in connection with each unsuccessful debiting of its designated Account; or

任何该等参与 BO 请求均不得执行，本行亦不得向参与 BO 支付相关金额。在该等情况下，本行有权自行决定客户就其指定账户的每次不成功借记而应支付的任何费用；或

- (ii) any such Participating BO Request shall be acted upon and processed and the Bank shall effect payment of the relevant amounts to the Participating BO and in doing so, the Bank shall have the right, in its sole and absolute discretion, to impose a charge on the Customer, even if this results in any overdraft or an increase of any overdraft on its designated Account

任何该等参与 BO 要求均须予以处理，本行须向参与要约支付有关款项，在此过程中，本行有权酌情向客户收取费用，即使该等收费导致其指定账户透支或增加透支。

eGIRO Cancellation Request

eGIRO 取消请求

12.33 Notwithstanding the submission of a Cancellation Request by the Customer and Clause 12.5:

尽管客户提交取消请求和第 12.5 条作出规定：

- (a) the Customer agrees and acknowledges that the Bank may have received and processed and/or acted upon a Participating BO Request that was submitted on or before the effective date of such Cancellation Request, and in such event, the Bank shall not be obliged to reverse or cancel any such debit effected by the Bank from its designated Account; and

客户同意并认可，本行可能已收到、处理和/或就该等取消请求生效日期或之前提交的参与 BO 请求采取行动，在此情况下，本行无义务撤回或取消本行从其指定账户进行的任何扣款；及

- (b) the Customer shall ensure that it continues to comply with Clause 12.32(e) above, failing which the Bank may determine, at its sole and absolute discretion, whether or not to act upon such Participating BO Request in accordance with Clause 12.32(e) above.

客户应确保继续遵守第 12.32(e)条的规定，否则本行可自行决定是否按照第 12.32(e)条的规定对参与 BO 请求采取行动。

Disclosure, collection, use and processing of information

信息的披露、收集、使用和处理

12.34 Where any information (including personal data) relating to any eGIRO Creation Request or Cancellation Request or the use of and/or access to the Electronic Services and eGIRO Scheme by the Customer, is or will be disclosed, collected, used and/or processed by the OCBC Group and/or the OCBC Representatives, the Customer consents to the collection, use and disclosure of the Customer's personal data (including name, NRIC, passport number or other identification number on file with us and any other information in OCBC's records that relate to the Customer or that the Customer has provided in connection with the eGIRO Creation Requests, Cancellation Requests or otherwise submitted to us in connection with the use of and/or access to any Electronic Services and the eGIRO Scheme).

若华侨银行集团和/或华侨银行代表正在或将会披露、收集、使用和/或处理有关任何 eGIRO 创建请求或取消请求或使用和/或访问电子服务和 eGIRO 计划的信息(包括个人数据), 客户同意对其个人数据的收集、使用和披露(包括姓名、NRIC、在本行存档的护照号码或其他身份识别号码, 以及华侨银行记录中与客户有关的任何其他信息, 或客户就 eGIRO 创建请求、取消请求提供的信息, 或就使用和/或访问任何电子服务和 eGIRO 计划提交给本行的其他信息)。

- 12.35 The Customer agrees that Clause 11 of Section A of the Terms shall apply to the disclosure of any of the foregoing information, including without limitation any disclosure to:

客户同意条款第 A 部分第 11 条适用于上述任何信息的披露, 包括但不限于披露给:

- (a) any person purporting to be the Customer upon verification of his identity by the Bank to its satisfaction in accordance with its prevailing procedures;

在本行根据本行现行程序核实其身份并令本行满意后, 任何自称为客户的人士;

- (b) ABS and the eGIRO Operator for the Purpose; and/or ABS

和 eGIRO 运营者; 和/或

- (c) the relevant Participating BO and/or the relevant Participating Bank acting as the billing organisation bank for such Participating BO, in each case for the Purpose.

在每种情况下, 相关参与 BO 和/或相关参与银行(作为该参与 BO 的开票机构银行)。

Compliance with guidelines and law

遵守准则及法律

- 12.36 The Customer agrees to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the Electronic Services and/or eGIRO Scheme (including any amendments to the aforementioned published from time to time), as well as any applicable laws or regulations. You hereby represent, undertake and warrant that you shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations.

客户同意遵守与使用和/或访问电子服务和/或 eGIRO 计划有关的任何及所有准则、通知、操作规则、政策和指示(包括不时所作任何修订), 以及任何适用法律或法规。您在此声明、承诺并保证, 您不会将 eGIRO 计划用于适用法律或法规禁止的任何交易、操作或活动。

Evidence and records

证据和记录

- 12.37 The Customer agrees and acknowledges that the records of or maintained by the Bank of: (i) any Electronic Instructions (whether authorised by the Customer or not); (ii) the authorisations or operations made or performed, processed or effected through the Electronic Services by the Customer or any person purporting to be the Customer, acting on its behalf or purportedly acting on its behalf, with or without its consent; and (iii) any communications, authorisations, Electronic Instructions or operations relating to the operation of the Electronic Services and/or eGIRO Scheme, in each case shall be binding on the Customer for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, Electronic Instructions or operations.

客户同意并认可, 本行拥有或维护的下列相关记录: (i) 电子指示(无论是否获得客户授权); (ii) 客户或任何声称是其本人、代表其行事或据称代表其行事之人, 在获得或未经其同意的情况下, 通过电子服务执行、处理或实施交易; 以及(iii)与电子服务和/或 eGIRO 计划运作有关的任何通信、交易、指示或操作, 无论出于何种目的, 均应对客户具有约束力, 并应成为该等通信、交易、电子指示或操作的确凿证据。

General

一般规定

12.38 The Customer agrees and acknowledges that:

客户同意并认可:

- (a) the terms and conditions in this Part B is solely between the Bank and the Customer (and no other party). Accordingly, the Customer has no right or claim against ABS in respect of such terms and conditions;

第 B 部分所载条款与条件仅为本行与客户(而非其他方)之间约定。因此, 客户无权就该等条款与条件向 ABS 提出任何权利或索赔;

- (b) neither the Bank nor ABS is involved in, nor shall the Bank or ABS be responsible for, any Electronic Instructions, transactions or communications made between the Customer and any Participating BO involving the access to and/or use of the Electronic Services, eGIRO Scheme, FAST and/or GIRO;

本行或 ABS 均不涉及也不对客户与任何参与 BO 之间有关访问和/或使用电子服务、eGIRO 计划、FAST 和/或 GIRO 的任何电子指示、交易或通信负责;

- (c) under no circumstances shall it be construed that the Bank and/or ABS have endorsed or sponsored or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating BO or any relevant third party, which shall remain the responsibility of the Customer, Participating BO and/or any relevant third party. The Customer shall be solely responsible for any products or services that are procured from the relevant Participating BO or any relevant third party and the Customer shall have accepted all risks associated with such products or services and agrees that neither the Bank nor ABS shall be liable in any respect for such products or services (including the delivery or fulfilment of any requirements or obligations by the Participating BO in relation thereto);

在任何情况下均不得理解为本行和/或 ABS 已批准、负责或涉及提供从任何参与 BO 或任何相关第三方获得和/或购买的任何产品或提供的任何服务, 该等责任仍应由客户、参与 BO 和/或任何相关第三方负责。客户应自行对从相关参与 BO 或任何相关第三方购买的任何产品或服务负责, 客户应接受与该等产品或服务相关的所有风险, 并同意本行或 ABS 在该等产品或服务的任何方面(包括参与 BO 交付或履行与之相关的任何要求或义务)均不承担任何责任;

- (d) neither the Bank nor ABS endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Customer shall have accepted all risks relating to its access to, and use of, the Participating BO Landing Pages;

本行和 ABS 均未就参与 BO 登录页背书或承担任何责任, 客户应已接受与访问和使用参与 BO 登录页有关的所有风险;

- (e) it shall be solely responsible for its access to, or use of, the Participating BO Landing Pages, including its compliance with the relevant terms and conditions for the access to or use of such Participating BO Landing Pages, as may be prescribed by the relevant Participating BO;

客户应对其访问或使用参与 BO 登录页自行负责, 包括其遵守相关参与 BO 规定的访问或使用该参与 BO 登录页相关条款与条件;

- (f) the eGIRO Scheme is provided on an "as is" and "as available" basis without warranty of any kind and that the accessibility and operation of the eGIRO Scheme, FAST and/or GIRO may rely on technologies outside the control of the Bank and/ or ABS; and

eGIRO 计划是在“现状”和“可用”基础上提供的, 不作任何保证, 并且 eGIRO 计划、FAST 和/或 GIRO 的可访问性和操作可能依赖于本行和/或 ABS 控制之外的技术; 及

- (g) notwithstanding Clause 15.1 of Section A of the Terms, the Bank may at any time and upon written notice to the Customer, update or amend any one or more of the terms and conditions in this Part B if the Bank is so required by ABS to effect such update or amendment, and such update or amendment shall take effect from the date stated in the notice.

尽管条款第 A 部分第 15.1 条作出规定，如 ABS 要求本行更新或修改第 B 部分中的任何一项或多项条款与条件，本行可随时书面通知客户，且该等更新或修改应自通知中规定的日期起生效。

Suspension, variation and termination of eGIRO Scheme

eGIRO 计划的暂停、变更及终止

- 12.39 The Customer agrees and acknowledges that ABS may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents the Customer from using or accessing the eGIRO Scheme and/or any part or feature thereof.

客户同意并认可，ABS 可在不给予任何理由或事先通知的情况下，不时升级、修改、变更、暂停、停止提供或全部或部分删除 eGIRO 计划(包括与相关系统的计划外停机或定期维护有关的情况)，如果任何此类升级、修改、eGIRO 计划的暂停、变更或终止使客户无法使用或访问 eGIRO 计划和/或其中任何部分或功能，ABS 无须负责。

eGIRO mark and name

eGIRO 标志和名称

- 12.40 The mark and name "eGIRO" is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, the Electronic Services prescribed by the Bank and/or the terms and conditions in this Part B shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a "hot" link to any other website) the "eGIRO" mark and name, without the written permission of ABS. Without limiting the foregoing, the Customer agrees and acknowledges that it will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with "eGIRO", without the prior written consent of ABS.

“eGIRO”标志和名称由 ABS 独家拥有，除非 ABS 明确授权并根据 ABS 不时给出的任何指示，否则不得使用该标志或名称。未经 ABS 的书面许可，本行规定的电子服务和/或第 B 部分所载条款与条件中的任何内容均不得解释为通过暗示、禁止反言或其他方式授予任何使用“eGIRO”标志和名称的许可或权利(包括作为元标签或到任何其他网站的“热”链接)。在不限上述规定的前提下，客户同意并认可，未经 ABS 事先书面同意，客户不得以任何方式使用或复制与“eGIRO”相关的任何商标、标识、商号 and/或类似标志。

Contracts (Rights of Third Parties) Act

合同(第三方权利)法

- 12.41 The provisions of the Contracts (Rights of Third Parties) Act 2001 shall apply in respect of ABS which the Customer and the Bank agree, has been conferred rights and benefits under the relevant terms and conditions in this Part B.

《2001 年合同(第三方权利)法》的规定应适用于 ABS(经客户和本行同意)，并已根据第 B 部分所载相关条款与条件授予权利和利益。

Governing law

适用法律

- 12.42 Any dispute, controversy or claim arising from or in connection with this Part B shall be governed by Singapore law.

由第 B 部分引起或与之有关的任何争议或索赔应受新加坡法律约束。

- 12.43 The Customer hereby undertakes to each member of the OCBC Group and their respective branches, subsidiaries, representative offices, affiliates and agents that by accessing and/or using any Electronic Services relating to the eGIRO Scheme and/or eGIRO Scheme:

客户在此向华侨银行集团每个成员及其各自分支机构、子公司、代表处、关联公司和代理人承诺，通过访问和/或使用与 eGIRO 计划和/或 eGIRO 计划有关的任何电子服务：

- (a) the courts of Singapore shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with any matters under this Part B; and

新加坡法院对解决由第 B 部分项下任何事项引起的与之相关的任何争议或索赔具有专属管辖权；
及

- (b) it shall not object to the courts of Singapore on the ground that it is an inappropriate or inconvenient forum or otherwise.

不得以该法庭不适当或不方便等理由对新加坡法院提出异议。

13. VIRTUAL ACCOUNT SERVICE

虚拟账户服务

- 13.1 The Customer may from time to time request the Bank to provide the OCBC VA Service to the Customer, and the Bank may so provide at its discretion. Where the Bank makes available the OCBC VA Service to the Customer, the Customer agrees that:

客户可不时要求本行向客户提供华侨银行虚拟账户服务，本行可酌情提供。当本行向客户提供华侨银行虚拟账户服务时，客户同意：

- (a) from time to time the Customer may request a Virtual Account to be established and the Customer shall be responsible for providing the applicable Virtual Account Number in accordance with the Bank's prevailing requirements;

客户可不时要求建立虚拟账户，且客户应负责根据本行的现行要求提供适用的虚拟账户号码；

- (b) the use of any Virtual Account, any Virtual Account Number and/or the OCBC VA Service shall not establish or create a new Account relationship between the Bank and the Customer or any other person (including the VA Authorised Users);

使用任何虚拟账户、任何虚拟账户号码和/或华侨银行虚拟账户服务不应在本行与客户或任何其他人士（包括虚拟账户授权用户）之间建立或创建新的账户关系；

- (c) each Virtual Account: (i) is maintained as a recording structure within the Main Account records but does not itself constitute a separate Account, (ii) is a notional representation of certain credits and debits on the corresponding Main Account and (iii) does not represent a debt due from the Bank to the Customer (any debt due from the Bank to the Customer is represented on the corresponding Main Account);

每个虚拟账户 (i) 作为主要账户记录中的一个记录结构，但其本身并不构成一个单独的账户，(ii) 名义上代表相应主要账户的某些贷方和借方，(iii) 并不代表本行对客户的债务（本行对客户的任何债务均体现于相应的主要账户）；

- (d) all payments are made from or into the Main Account only;

所有付款只能从主要账户支付或转入主要账户；

- (e) as the Virtual Account is not an “Account”, and does not hold any cash deposit, it is not eligible for deposit insurance coverage under the Deposit Insurance and Policy Owners’ Protection Schemes Act 2011;

由于虚拟账户不是“账户”，不持有任何现金存款，因此不符合《2011 年存款保险和保单所有者保护计划法》规定的存款保险保障范围；

- (f) no relationship (contractual or otherwise) is intended or created between the Bank and any VA Authorised User nor shall the Bank act as an agent, trustee or in any other fiduciary capacity of the Customer or the VA Authorised Users of the Customer;

本行与任何虚拟账户授权用户之间均无意产生或建立任何关系（合同关系或其他关系），本行也不得作为客户或客户的虚拟账户授权用户的代理人、受托人或以任何其他受托人身份行事；

- (g) the Bank is providing the OCBC VA Service solely to the Customer and not to any third party (including the VA Authorised Users);

本行仅向客户而不会向任何第三方（包括虚拟账户授权用户）提供华侨银行虚拟账户服务；

- (h) none of the VA Authorised Users have any title to, or interest in, the funds that are deposited into, or debited from, the Main Account; and

任何虚拟账户授权用户对存入主要账户或从主要账户支取的资金均不享有任何所有权或权益；以及

- (i) the use of the OCBC VA Service and the Virtual Account(s) shall be subject to the Terms and this Product Addendum, and any rights and remedies which the Bank may have in relation to the corresponding Main Account(s), and the Customer has no better rights or privileges in relation to the use of the OCBC VA Service and any Virtual Account than it may have in relation to the corresponding Main Account(s). The Bank shall be entitled to rely on any existing mandate relating to the corresponding Main Account(s), and may decline to act in any instance where the relevant mandate has not been complied with. Instructions provided in relation to the OCBC VA Service and any Virtual Account shall be treated as Instructions for purposes of the Terms and this Product Addendum.

使用华侨银行虚拟账户服务和虚拟账户应遵守条款和产品附录，以及本行可能拥有的与相应主要账户有关的任何权利和补救措施，且客户在使用华侨银行虚拟账户服务和任何虚拟账户方面拥有的权利或特权不优于其可能拥有的与相应主要账户有关的权利或特权。本行有权依赖与相应的主要账户有关的任何现有授权，并可在相关授权未得到遵守的任何情况下拒绝采取行动。就华侨银行虚拟账户服务和任何虚拟账户提供的指示应被视为出于条款和产品附录目的之指示。

Customer's use of the OCBC VA Service

客户使用华侨银行虚拟账户服务

13.2 The Customer acknowledges, agrees, represents, warrants and undertakes that:

客户认可、同意、陈述、保证并承诺：

- (a) by providing the OCBC VA Service, (i) the Bank will enable the Customer to designate and record payments to and from the Main Account as being attributable to a Virtual Account associated with that Main Account and (ii) the Bank will maintain records of all debits and credits attributable to such Virtual Account. All transactions recorded in a Virtual Account shall be in the same currency as the currency of the Main Account;

通过提供华侨银行虚拟账户服务，(i)本行将使客户能够指定和记录与主要账户的往来付款，并将该等付款记录为与该主要账户相关联的虚拟账户有关，以及(ii)本行将保存该虚拟账户的所有借记和贷记记录。虚拟账户中记录的所有交易应使用与主要账户相同的货币；

- (b) it shall be solely responsible for the administrative control over the allocation, assignment, maintenance, management, and removal of its Virtual Account Numbers, including without limitation the removal of any Virtual Account that: (i) is no longer in use by the Customer; and/or (ii) is no longer associated with any Main Account for any reason;

客户应全权负责其虚拟账号的分配、指派、维护、管理和删除的行政控制，包括但不限于删除以下任何虚拟账号 (i) 客户不再使用；和/或 (ii) 因任何原因不再与任何主要账户相关联；

- (c) it shall be solely responsible for communicating all details (including payment instructions) relating to any Virtual Account to all relevant parties to ensure that: (i) all funds are duly recorded as a credit to or debit from the intended Virtual Account Number; and (ii) if any Virtual Account and/or the corresponding Main Account(s) is closed/removed, no more VA Transactions are effected to such Virtual Account;

客户应全权负责向所有相关方传达与任何虚拟账户有关的所有详情（包括付款指示），以确保 (i) 所有资金均被正式记录为预期虚拟账户号码的贷方或借方；以及 (ii) 如果任何虚拟账户和/或相应的主要账户被关闭/删除，则不再向该虚拟账户进行任何虚拟账户交易；

- (d) it shall not represent to any third party that any Virtual Account is an Account. For the avoidance of doubt, this clause does not prohibit the Customer from disclosing or providing any Virtual Account Number to any third party;

客户不得向任何第三方表示任何虚拟账户是一个账户。为避免疑问，本条款不禁止客户向任何第三方披露或提供任何虚拟账号；

- (e) it shall be solely responsible for any use of the OCBC VA Service, including any VA Transaction, whether authorised, effected and/or initiated by the Customer and/or any other person (including any VA Authorised User);

客户应全权负责任何使用华侨银行虚拟账户服务的行为，包括任何虚拟账户交易，无论是由客户和/或任何其他人士（包括任何虚拟账户授权用户）授权、实施和/或发起的交易；

- (f) it has made an independent assessment of the legal, regulatory, tax and accounting requirements that may apply to it in relation to the OCBC VA Service;

客户已对可能适用于华侨银行虚拟账户服务的法律、监管、税务和会计要求进行了独立评估；

- (g) it will monitor the use of the OCBC VA Service and the recorded amounts debited and credited to any Virtual Account, and agrees that the Bank has no such responsibility to do so;

客户将监控华侨银行虚拟账户服务的使用情况以及任何虚拟账户的借记和贷记记录金额，并同意本行对此不承担任何责任；

- (h) it shall be solely responsible for ensuring that the OCBC VA Service, including any VA Transaction, is only to be utilized for transactions of the Customer in its name, and for amounts which the Customer legally and beneficially owns and controls; and

客户应全权负责确保华侨银行虚拟账户服务（包括任何虚拟账户交易）仅用于客户以其名义进行的交易，以及客户合法和实益拥有和控制的金额；以及

- (i) moneys in the Main Account and the Virtual Accounts are not and will not be subject to any charge, mortgage, security interest, pledge, lien or other encumbrance.

主要账户和虚拟账户中的资金现在和将来都不受制于任何押记、抵押、担保权益、质押、留置或其他负担。

13.3 The Customer shall:

客户应:

- (a) inform the Bank immediately of any transfer or transactions in connection with any Virtual Account which the Customer believes or has reason to suspect: (a) that the Customer is not the intended recipient; or (b) constitute, in whole or in part, and/or directly or indirectly benefits, any criminal or illegal conduct. The Customer understands that failure to do so may result in the commission of a criminal offence. Where a Customer has not so notified the Bank, it shall be deemed to warrant that it is the intended recipient of the funds; and

如客户认为或有理由怀疑任何虚拟账户交易属下列情况, 应立即通知本行: (a) 客户不是预定收款人; 或(b)构成(全部或部分)和/或直接或间接受益于任何犯罪或非法活动。客户了解, 若不这样做, 可能会导致刑事犯罪。如客户未就此通知本行, 应视为保证其为资金的预定收款人; 及

- (b) verify the correctness of all details of each VA Transaction and shall notify the Bank within fourteen (14) days from the date of such VA Transaction of any discrepancies or errors therein.

核实每笔虚拟账户交易所有详情的正确性, 并应在此类虚拟账户交易发生之日起十四(14)天内将其中任何差异或错误告知本行。

Provision of the OCBC VA Service

提供华侨银行虚拟账户服务

VA Authorised Users

虚拟账户授权用户

13.4 Without prejudice to any other provision of the Terms or this Product Addendum, the Customer may authorise one or more persons to operate, access and issue Instructions in relation to the Main Account but only in respect of any or all of the Virtual Accounts associated with the Main Account as may be specified by the Customer from time to time (the “**VA Authorised User**”), and the Customer agrees that:

在不影响条款或产品附录任何其他规定的情况下, 客户可授权一人或多人操作、访问和发出与主要账户有关的指示, 但仅限于客户不时指定的与主要账户相关的任何或所有虚拟账户 (“**虚拟账户授权用户**”), 且客户同意:

- (a) the Customer shall not appoint any person other than natural persons as its VA Authorised Users;

客户不得指定自然人以外的任何人士作为其虚拟账户授权用户;

- (b) each VA Authorised User is an Authorised User for the Main Account, subject to any limitation as may be specified by the Customer on the VA Authorised User’s authority to operate, access and issue instructions in relation to one or more of the Virtual Accounts associated with the Main Account; and

每个虚拟账户授权用户都是主要账户的授权用户, 但须遵守客户可能对虚拟账户授权用户操作、访问和发出与主要账户相关的一个或多个虚拟账户的指示的权限所规定的任何限制; 以及

- (c) the Bank may, subject to Clause 13.5, continue (but shall not be obliged) to accept and act on Instructions given or signed by such VA Authorised User and shall not be liable thereof.

受制于第 13.5 条, 本行可继续 (但无义务) 接受该虚拟账户授权用户发出或签署的指示并按其行事, 且对此不承担任何责任。

13.5 The provisions of the Terms applicable to Authorised Users shall equally apply to VA Authorised Users.

适用于授权用户的条款规定同样适用于虚拟账户授权用户。

13.6 Execution of VA Transactions. The Bank:

执行虚拟账户交易。本行：

- (a) shall have no duty and shall not be required to take any steps to verify or seek any confirmation from any party as to whether, in respect of any amount to be recorded as a credit to or debit from a Virtual Account, the Virtual Account is the intended recipient or payor in relation to any VA Transaction and may attribute all VA Transactions made by reference to any Virtual Account Number with the corresponding Main Account designated by the Customer without the need for any further action and/or verification on its part;

无义务也不应被要求采取任何措施向任何一方核实或寻求任何确认，关于虚拟账户中记入贷方或借方的任何金额，以明确任何虚拟账户是否为任何虚拟账户交易的预定收款人或付款人，并可在无需任何进一步行动和/或核实的情况下，将依任何虚拟账号进行的所有虚拟账户交易与客户指定的相应主要账户相关联；

- (b) shall have the right (but shall not be obliged) to adjust any Account to correct any erroneous entry and/or omission, including to reverse any entry, demand refund of and/or debit any Account of the Customer for any overpayment or incorrect entry in respect of such Account arising from any errors or omissions; and

有权调整任何账户以纠正错误入账和/或遗漏，包括撤销任何入账、要求退款和/或借记客户账户，以弥补因任何错误或遗漏而引起的该超额付款或错误入账；及

- (c) shall where any payment is received in relation to any Virtual Account, be entitled in its sole and absolute discretion to: (i) deposit such funds into any Main Account in such currency as the Bank determines in its sole and absolute discretion and where any currency conversion is required in connection therewith, the Bank shall have the right to determine in its sole and absolute discretion the rate of conversion and any fees payable in connection with each such conversion; and/or (ii) reject such payment for any reason.

在收到任何虚拟账户相关付款时，本行有权(i)以本行酌情确定之货币，将该等资金存入任何主要账户，需要就此进行任何货币转换时，本行有酌情确定转换汇率，以及有关每次该等转换的任何应付费用；和/或(ii)以任何理由拒绝该等付款。

13.7 VA Transaction Details.

虚拟账户交易详情。

- (a) Upon expiry of the period referred to in Clause 13.3(b), the details of the relevant VA Transaction shall be conclusive against the Customer except as to alleged errors so notified but subject always to the Bank's right to correct any errors as set out in Clause 13.7(c).

在第 13.3(b)所述期限届满后，除已通知的错误外，相关虚拟账户交易详情应对客户具有决定性，但本行始终有权纠正第 13.7(c)条所述任何错误。

- (b) At the Bank's discretion, the Bank may consolidate some or all VA Transactions into one or more entries in the Statement of Account issued in relation to the corresponding Main Account. In the event of any discrepancy between any Statement of Account and the details of any VA Transaction, the Statement of Account shall prevail to the extent of any such inconsistency.

本行可酌情将部分或全部虚拟账户交易合并为相应主要账户相关对账单中的一个或多个分录。如任何对账单与虚拟账户交易详情之间有任何不符之处，应以对账单为准。

- (c) The Bank shall have the right (but shall not be obliged to) rectify any errors contained in the details of any VA Transaction at any time and/or any inconsistency with any Statement of Account, and the details of any VA Transaction so rectified shall be binding on the Customer.

本行有权(但无义务)随时纠正任何虚拟账户交易详情中任何错误和/或与对账单的任何不符之处, 如此纠正的任何虚拟账户交易详情对客户具有约束力。

- 13.8 **Payment Limits.** The provisions of this Clause 13.8 shall apply where the Bank, in its sole and absolute discretion, as part of the OCBC VA Services provides the following services (the “**Payment Limit Add-on Service**”).

支付限额。本第 13.8 条的规定适用于, 作为华侨银行虚拟账户服务的一部分, 本行自行决定提供以下服务 (“**支付限额附加服务**”) 的情况。

- (a) The Customer may, from time to time, establish a Payment Limit for any or all of the withdrawal Instructions recorded in a Virtual Account associated with the Main Account, by providing written notice thereof to the Bank in the Bank’s prevailing prescribed form.

客户可以不时为与主要账户相关联的虚拟账户中记录的任何或全部提款指示设定支付限额, 但需以本行现行规定的格式向本行提供书面通知。

- (b) The Payment Limit for a Virtual Account shall, at the time that the Bank receives any withdrawal Instructions from the Customer or any VA Authorised User, be represented by the aggregate of all credits attributable to the Virtual Account, less the aggregate of all debits attributable to the Virtual Account at such time.

在本行收到客户或任何虚拟账户授权用户的任何提款指示时, 虚拟账户的支付限额应为虚拟账户的所有贷项总额减去虚拟账户届时的所有借项总额。

- (c) Where an amount or amounts instructed by a VA Authorised User to be debited from the Main Account (which amount is to be recorded as a debit to the relevant Virtual Account) exceeds the Payment Limit for the Virtual Account, the Customer hereby instructs the Bank to reject or refuse to accept or process such withdrawal Instructions in relation to the Virtual Account or any withdrawal Instructions which in the determination of the Bank would, or is likely to, have the effect of causing the Payment Limit for the Virtual Account to be exceeded, notwithstanding that the Main Account is not, and will not become, overdrawn in consequence of the Bank acting on the withdrawal Instruction(s).

如果虚拟账户授权用户指示从主要账户中借记的金额 (该金额将被记录为从相关虚拟账户中借记的金额) 超过了虚拟账户的支付限额, 则客户特此指示本行拒绝或不接受或不处理与虚拟账户有关的提款指示, 或本行认为会或可能会导致虚拟账户支付限额被超过的任何提款指示, 尽管主要账户并未且不会因本行执行提款指示而出现透支。

- 13.9 **Removal, termination or suspension of Virtual Account(s).** The Bank has the right to remove, terminate or suspend any Virtual Account for any reason, including where the corresponding Main Account has been closed, terminated or suspended.

虚拟账户的删除、终止或暂停。本行有权以任何理由删除、终止或暂停任何虚拟账户, 包括相应的主要账户已被关闭、终止或暂停的情况。

Indemnity and Limitation of Liability 赔偿和责任限制

- 13.10 The Customer agrees to the exclusions of liability on the part of the Bank in Sections A and B of the Terms extending to matters in connection with the following and on the terms thereof:

客户同意按照其条款, 排除本行在条款第 A 部分和第 B 部分中有关下列事项的责任:

- (a) the provision by the Bank of or any access, reliance and/or use of the OCBC VA Service (whether authorised, effected and/or initiated by the Customer and/or any other person (including the VA Authorised Users));

由本行提供或任何访问、依赖和/或使用华侨银行虚拟账户服务的行为(无论是由客户和/或任何其他人士(包括虚拟账户授权用户)授权、执行和/或发起);

- (b) the processing of any VA Transaction (including without limitation any currency conversion or rejection of any VA Transaction), or the refusal or rejection of any VA Transaction;

处理任何虚拟账户交易(包括但不限于任何货币转换或拒绝任何虚拟账户交易), 或拒绝或驳回任何虚拟账户交易;

- (c) any error or omission in any VA Transaction or the OCBC VA Service (including the Payment Limit Add-On Service) or in effecting or rejecting or refusing any VA Transaction (whether on the part of the Customer, the Bank and/or any other person (including the VA Authorised Users)), the inability to complete any VA Transaction for any reason, and/or any steps taken to rectify the foregoing;

虚拟账户交易中发生任何错误或遗漏, 或华侨银行虚拟账户服务(包括支付限额附加服务), 或在执行或拒绝或驳回虚拟账户交易时(无论是客户、本行和/或任何其他人士(包括虚拟账户授权用户)), 因任何原因无法完成虚拟账户交易, 和/或为纠正上述情况而采取任何措施;

- (d) any cancellation/removal of any Main Account and/or Virtual Account; and/or

任何主要账户和/或虚拟账户取消/删除; 和/或

- (e) the suspension, termination or discontinuance of the OCBC VA Service.

华侨银行虚拟账户服务暂停、终止或不再提供。

- 13.11 The Customer agrees to the indemnities given by the Customer in Sections A and B of the Terms extending to matters in connection with the OCBC VA Service (including the Payment Limit Add-On Service) and any VA Transaction, including without limitation any payments effected or rejected or refused in connection with the OCBC VA Service or any third-party claim for non-payment or non-receipt of funds in connection with any VA Transaction.

客户同意, 客户在条款第 A 部分和第 B 条中提供的赔偿, 适用于与华侨银行虚拟账户服务(包括支付限额附加服务)及任何虚拟账户服务交易有关的事项, 包括但不限于与华侨银行虚拟账户服务有关的任何执行或拒绝或拒付的付款, 或与任何虚拟账户交易有关的任何第三方对未付款或未收到资金的索赔。

- 13.12 Any references to "Account" in any clauses of the Terms referenced in Clauses 13.10 and 13.11 above shall be deemed to include without limitation any and all Virtual Accounts and Main Accounts.

在上述第 13.10 和 13.11 条中凡提及“账户”应视为包括但不限于任何及所有虚拟账户和主要账户。

14. OCBC TELLER PLATFORM

华侨银行柜员平台

- 14.1 In connection with the Account(s) and/or Product(s), the Bank may make available the OCBC Teller Platform as part of its Electronic Services to the Customers via machines and/or any other equipment located within the Bank's branches as the Bank may designate for such purposes (each, a "Teller Platform Machine") and in such manner as the Bank may specify in its absolute discretion at any time from time to time.

就账户和/或产品而言, 银行可以通过银行为此目的指定的、位于银行的分行内的机器和/或其他设备(每一设备和机器为“柜员平台机器”), 提供华侨银行柜员平台给客户, 作为电子服务的一部分, 并以银行不时随时自行全权决定的方式提供。

- 14.2 The OCBC Teller Platform enables the Customer, through its Authorised Users, to effect certain banking and/or other transactions (which may include, without limitation, withdrawals, payments, fixed deposit placements, account closures, balance enquiry and remittances) via a Teller Platform Machine.

华侨银行柜员平台使得客户可以，通过其授权用户，通过柜员平台机器，进行某些特定的银行和/或其他交易(包括但不限于提款、支付、定期存款、关闭账户、查询账户月和汇款)。

- 14.3 Upon completion of the relevant transaction by the Authorised Users via the OCBC Teller Platform, the Bank will issue a statement of such transaction (each, a “Transaction Receipt”) to the Authorised Users upon request of such Authorised Users. The Authorised Users may make such request via the OCBC Teller Platform for the Bank to issue the Transaction Receipt in hardcopy. The Customer agrees that a Transaction Receipt so provided by the Bank is provided for convenience only and shall not serve as a Statement of Account. In the event of any inconsistency between any Transaction Receipt and a Statement of Account, the Statement of Account shall prevail.

在授权用户通过华侨银行柜员平台完成有关交易之后，如经授权用户要求，银行将出具一份该等交易的对账单(每一对账单称为“交易收据”)给授权用户。授权用户可通过华侨银行柜员平台要求银行出具该等交易收据的纸质件。客户同意，银行按此方式提供的交易收据仅为方便期间，不作为对账单。如果在交易收据和对账单之间有任何不一致，以对账单为准。

15. TERMS AND CONDITIONS GOVERNING EDP SCHEME

EDP 计划的条款与条件

- 15.1 The EDP Scheme is for the making of a payment, through the creation of an EDP for a payee, which is deferred to such time when the EDP Payee presents the EDP for payment in accordance with the relevant terms between such EDP Payee and an EDP Participating Bank. In the case of an EDP+, upon its creation, the EDP+ is an indication to a payee that the Bank has debited the EDP+ Amount and should not be construed as the digital equivalent of a cashier's order, cheque or any bill of exchange.

EDP 计划是指通过为收款人创建一项 EDP 交易来进行付款，该付款将推迟至该 EDP 收款人根据其参与 EDP 参与银行之间的相关条款提出 EDP 支付请求时再行支付。对于 EDP+而言，在其创建时，EDP+向收款人表明银行已扣划 EDP+金额，但不应将其理解为出纳支票、支票或任何汇票的数字等价物。

Transactions via EDP Scheme

通过 EDP 计划进行的交易

15.2 Terms applicable to EDP Customer Payers

适用于 EDP 客户付款人的条款

(a) Creation of EDP 创建 EDP

(i) Payments may be made to: 可向以下对象付款:

(A) an intended recipient's account number with the EDP Payee Bank;

预定收款人在 EDP 收款人银行的账户号码;

(B) an intended recipient's account number by an account name enquiry directly to the EDP Payee Bank (“EDP Account Name Enquiry”). EDP Customer Payer hereby acknowledges that such EDP Account Name Enquiry shall be submitted, received, and utilised in accordance with, and governed by applicable procedures or guidelines on use which the Bank may prescribe from time to time (including name masking requirements), as amended from time to time; or

通过直接向 EDP 收款人银行进行账户名称查询 (“EDP 账户名称查询”) 以获取预定收款人账户号码。EDP 客户付款人特此确认，该等 EDP 账户名称查

询应根据银行不时规定的适用程序或指引（包括姓名遮蔽要求）提交、接收并使用，并受其约束，该等程序或指引可不时修订；或

- (C) an intended recipient's details which correspond to such intended recipient's Proxy by submitting "Look-Up Requests" ("**EDP Look-up Request**") and receiving "Look-up Responses" ("**EDP Look-up Response**"). EDP Customer Payer hereby acknowledges that all EDP Look-Up Requests and EDP Look-Up Responses shall be submitted, received, and utilised in accordance with, and governed by applicable procedures or guidelines on use which the Bank may prescribe from time to time.

提交“查询请求”（“**EDP 查询请求**”）并接收“查询回复”（“**EDP 查询回复**”）以获取与预定收款人代理标识相符的预定收款人信息。EDP 客户付款人特此确认，所有 EDP 查询请求和查询回复均应根据银行不时规定的适用程序或指引提交、接收并使用，并受其约束。

- (ii) An EDP Instruction to the Bank to create an EDP for payment to an intended recipient shall be subject to Clause 15.2(e)(iv) of this Product Addendum and must include such information as may be requested by the Bank, through such channels as may be made available by the Bank. Before submitting such an EDP Instruction, EDP Customer Payer is responsible for checking:

向银行发出创建 EDP 以向预定收款人付款的 EDP 指示应受本产品附录第 15.2(e)(iv) 条的约束，并须包含银行可能要求的相关信息，且应通过银行提供的渠道提交。在提交该等 EDP 指示之前，EDP 客户付款人有责任核实：

- (A) that the account number submitted corresponds to the intended recipient;
所提交的账户号码与预定收款人一致；
- (B) that the masked name that is obtained as a result of the EDP Account Name Enquiry is the intended recipient;
通过 EDP 账户名称查询获得的遮蔽姓名为预定收款人；
- (C) that the Name or Nickname that is obtained from an EDP Look-Up Request (as the case may be) is the intended recipient; and
通过 EDP 查询请求获得的名称或昵称（视情况而定）为预定收款人；以及
- (D) the accuracy of all submitted information (including the EDP Amount and EDP+ Amount (as the case may be) and the intended recipient's details), and
所提交信息（包括 EDP 金额和 EDP+ 金额（视情况而定）及预定收款人信息）的准确性；以及

the Bank shall not be liable to EDP Customer Payer for any losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever in connection with EDP Customer Payer's failure to take all steps to ensure that payment is made to the intended recipient or any errors in the EDP Instruction attributable to the EDP Customer Payer.

若 EDP 客户付款人未能采取所有措施以确保付款成功支付至预定收款人，或因为可归因于 EDP 客户付款人的 EDP 指示中存在的错误而导致的任何种类的损失、责任、成本、开支、损害、索赔、诉讼或法律程序，银行对此概不向 EDP 客户付款人承担责任。

(iii) EDP Customer Payer acknowledges and agrees that:

EDP 客户付款人确认并同意：

- (A) the account number submitted;
所提交的账户号码；
- (B) the masked name that is obtained as a result of the EDP Account Name Enquiry; and
通过 EDP 账户名称查询获得的遮蔽姓名；以及
- (C) the Name or Nickname that is obtained from an EDP Look-Up Request (as the case may be),
通过 EDP 查询请求获得的名称或昵称（视情况而定），

shall be deemed to be the intended recipient (the “**EDP Deemed Intended Recipient**”) to which payment of the EDP or the EDP+ Amount(s) (as the case may be) may be made. The Bank’s obligation is limited to processing the EDP Instruction to the EDP Deemed Intended Recipient. The EDP Customer Payer shall be solely responsible for verifying the actual receipt of funds by the intended recipient of the EDP Amount or the EDP+ Amount(s) (as the case may be).

应被视为预定收款人（“**EDP 推定预定收款人**”），EDP 或 EDP+ 金额（视情况而定）可向该等收款人支付。银行的义务仅限于向 EDP 推定预定收款人处理 EDP 指示。EDP 客户付款人应自行负责核实预定收款人是否已成功收到 EDP 金额或 EDP+ 金额（视情况而定）。

(iv) Entirely without prejudice to the Bank’s right not to proceed to act on or to reject the EDP as set out in Clauses 15.2(d), 15.2(d)(ii), 15.2(e)(iv) of this Product Addendum below or as otherwise prescribed by the Bank and unless the EDP is cancelled in accordance with Clause 15.2(e)(ii), once an EDP Instruction has been submitted, it will be deemed irrevocable and EDP Customer Payer will not be able to withdraw, cancel or make any changes to such EDP Instruction.

在不影响银行根据本产品附录第 15.2(d)、第 15.2(d)(ii)、第 15.2(e)(iv) 条享受的银行不执行或拒绝执行 EDP 的权利，或银行另行规定的其他权利的前提下，除非 EDP 已根据第 15.2(e)(ii) 条被取消，一旦提交了 EDP 指示，即视为不可撤销，EDP 客户付款人将无法撤回、取消或修改该 EDP 指示。

(v) Each EDP created by EDP Customer Payer may be communicated to EDP Payee in the Bank’s discretion in the manner compliant with the EDP Scheme.

每一笔由 EDP 客户付款人创建的 EDP 可由银行酌情按照符合 EDP 计划的方式通知 EDP 收款人。

(b) EDP Validity Period

EDP 有效期

- (i) EDP Customer Payer acknowledges and agrees that each EDP (including any EDP+) will have a validity period of six (6) months from the stipulated effective date specified in the EDP at the time of creation, subject to: (A) any cancellation by EDP Customer Payer; (B) rejection/cancellation by EDP Payee; and/or (C) rejection of any EDP

Instruction by the Bank pursuant to Clause 15.2(e)(iv) of this Product Addendum (“**EDP Validity Period**”).

EDP 客户付款人确认并同意，每一笔 EDP（包括任何 EDP+）自创建时在 EDP 中所指定的生效日期起，具有六（6）个月的有效期限，惟须受以下情况的约束：(A) EDP 客户付款人的取消；(B) EDP 收款人的拒绝/取消；及/或 (C) 银行根据本产品附录第 15.2(e)(iv) 条拒绝该 EDP 指示（统称“**EDP 有效期**”）。

- (ii) Any refund after the EDP Validity Period in respect of an EDP+ has lapsed (whether due to a lapse of time, non-presentment by the EDP Payee or otherwise) shall be at the Bank's discretion.

如因时间届满、EDP 收款人未提交或其他原因导致 EDP+ 的 EDP 有效期届满后仍需退款，则银行将自行决定是否作出该退款。

(c) **Debiting and payment**

扣款与付款

- (i) **EDP – debiting and payment after presentment:** Without prejudice to the generality of Clause 15.2(e)(i) of this Product Addendum below, in the case of an EDP (and not an EDP+), EDP Customer Payer hereby authorises the Bank to, after successful presentment of an EDP (and not an EDP+) by EDP Payee during the EDP Validity Period, debit the value of the EDP (“**EDP Amount**”) from the EDP Customer Payer's bank account and process a transfer of such amount to the EDP Payee Bank or, where the EDP Payee Bank is also the Bank, the Bank can process the transfer of such amount to the EDP Payee's bank account.

EDP – 提示后扣款与付款：在不影响本产品附录第 15.2(e)(i) 条一般性的前提下，对于 EDP（而非 EDP+）而言，EDP 客户付款人特此授权银行在 EDP 收款人在 EDP 有效期内成功提示 EDP（而非 EDP+）后，从 EDP 客户付款人的银行账户中扣除该 EDP 的金额（“**EDP 金额**”），并将该金额汇至 EDP 收款人银行；如 EDP 收款人银行亦为该银行时，则该银行可将该金额转入 EDP 收款人的银行账户。

- (ii) **EDP+ – debiting upon creation and payment after presentment:** Without prejudice to the generality of Clause 15.2(e)(i) of this Product Addendum below, in the case of an EDP+, EDP Customer Payer hereby irrevocably authorises the Bank to, (A) debit the full value of the EDP+ (“**EDP+ Amount**”) from the EDP Customer Payer's bank account upon or after creation of the EDP+ and (B) after successful presentment in the manner prescribed under the EDP Scheme by EDP Payee, process a transfer of such amount to the EDP Payee Bank or, where the EDP Payee Bank is also the Bank, the Bank can process the transfer of such amount to the EDP Payee's bank account.

EDP+ – 创建时扣款及提示后付款：在不影响本产品附录第 15.2(e)(i) 条一般性的前提下，对于 EDP+ 而言，EDP 客户付款人特此不可撤销地授权银行：(A) 在 EDP+ 创建时或之后，从 EDP 客户付款人的银行账户中扣除 EDP+ 的全额金额（“**EDP+ 金额**”）；及 (B) 在 EDP 收款人依照 EDP 计划规定的方式成功提示后，将该金额汇至 EDP 收款人银行，或在 EDP 收款人银行亦为该银行时，则该银行可将该金额转入 EDP 收款人的银行账户。

- (iii) **EDP+ – effect of debiting of EDP+ Amount:** Upon the debiting of the EDP+ Amount from the EDP Customer Payer's bank account in accordance with Clause 15.2(c)(ii) of this Product Addendum, the EDP Customer Payer shall have no right or entitlement whatsoever to require or demand from the Bank the refund of, the EDP+ Amount (or an equivalent sum). Any refund of the EDP+ Amount is a separate and independent obligation and shall be subject to the Bank's discretion, and the EDP Customer Payer shall only have the right to request such a refund after the EDP+ is rejected, cancelled and/or the EDP Validity Period in respect of the EDP+ has lapsed for any reason. Any such refund (if made at the Bank's discretion) shall be made by a credit of the EDP+

Amount (with all charges, costs and expenses to be debited separately) to the EDP Customer Payer's bank account with the Bank.

EDP+ — EDP+账户扣款后果：根据本产品附录第 15.2(c)(ii)条，从 EDP 客户付款人的银行账户中扣除 EDP+ 金额后，EDP 客户付款人即不再享有任何权利或主张要求银行退还该 EDP+ 金额（或相等金额）。任何 EDP+ 金额的退还系一项分开且独立的义务，取决于银行的自主决定，EDP 客户付款人仅可在该 EDP+ 被拒绝、取消及/或该 EDP+ 的 EDP 有效期因任何原因届满后请求退还。若银行酌情决定退还，将通过将 EDP+ 金额（分别扣除所有相关费用、成本及开支）记入 EDP 客户付款人银行账户的方式完成。

(d) Rejection of EDP by the Bank

银行对 EDP 的拒绝

- (i) **EDP may be rejected after presentment by EDP Payee:** (in the case of an EDP other than an EDP+) EDP Customer Payer acknowledges and agrees that the EDP may be rejected by the Bank and payment will not be made to EDP Payee if, at any point from presentment until settlement:

EDP 在 EDP 收款人提示后可能被拒绝：在 EDP（不包括 EDP+）的情形下，EDP 客户付款人确认并同意，在从提示到结算期间的任何时间，如果出现以下任一情形，银行可以拒绝该 EDP，并且不会向 EDP 收款人付款：

- (A) the EDP Customer Payer's bank account with the Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever, or where the Bank is otherwise restricted by law or contract to make such payment;

银行出于任何原因关闭、停用、休眠、暂停、冻结或者终止 EDP 客户付款人在银行开立的银行账户，或银行因法律或合同原因无法进行付款的；

- (B) the EDP Customer Payer's bank account with the Bank has insufficient balance for the Bank to debit the full EDP Amount;

EDP 客户付款人在银行的银行账户余额不足，无法由银行扣划全额 EDP 金额；

- (C) in the Bank's opinion, the Bank has reason to believe that the EDP Customer Payer is in breach of, or has failed to observe or comply with, any of the terms of this Agreement;

根据银行的判断，其有理由相信 EDP 客户付款人违反或未遵守本协议的任何条款；

- (D) the EDP cannot be verified in the Bank's records; or

银行记录中无法验证该 EDP；

- (E) any technical or operational reason, or any other reason in the reasonable opinion of the Bank, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP in the manner prescribed under the EDP Scheme.

出现技术或运营问题，或银行合理认为存在任何其他原因，导致无法按 EDP 计划规定方式处理或完成与该 EDP 验证或接受相关的任何必要步骤。

The above grounds may not be exhaustive, and neither the Bank nor the EDP Payee Bank shall have an obligation to notify EDP Customer Payer on the grounds of rejection of any EDP.

上述原因并非穷尽，银行及 EDP 收款人银行均无义务就拒绝任何 EDP 的原因通知 EDP 客户付款人。

- (ii) Without prejudice to Clause 15.2(e)(iv) of this Product Addendum, (in the case of an EDP+) EDP Customer Payer acknowledges and agrees that the EDP+ may be rejected by the Bank and payment will not be made to EDP Payee if:

在不影响本产品附录第 15.2(e)(iv)条规定的前提下，在 EDP+的情形下，EDP 客户付款人确认并同意，若出现以下任一情况，银行有权拒绝该 EDP+，并且不会向 EDP 收款人付款：

- (A) the EDP Customer Payer's bank account with the Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever;

EDP 客户付款人在银行的银行账户因任何原因被银行关闭、停用、休眠、暂停、冻结或者终止；

- (B) the Bank is restricted by law or regulation, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if the Bank is required to comply with any court order (including any injunction, winding-up or bankruptcy order) or has actual knowledge of bankruptcy, winding-up or other insolvency proceedings or procedures having been commenced in respect of the EDP Customer Payer;

银行受限于法律或法规、商业惯例、政策、程序、任何监管机构的指示或合同的约束而无法付款，或银行被要求遵守法院命令（包括禁令、清盘或破产命令），或银行已实际知悉针对 EDP 客户付款人启动破产、清盘或其他破产程序；

- (C) in the Bank's opinion, the Bank has reason to believe that the EDP Customer Payer is in breach of, or has failed to observe or comply with, any of the terms of these terms and conditions;

根据银行的判断，其有理由相信 EDP 客户付款人违反或未遵守本条款与条件的任何条款；

- (D) the EDP+ cannot be verified in the Bank's records; or

银行记录中无法验证该 EDP+；

- (E) any technical or operational reason, or any other reason in the reasonable opinion of the Bank, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP in the manner prescribed under the EDP Scheme.

出于技术或操作原因，或银行合理认为存在任何其他原因，导致无法按 EDP 计划规定的方式处理或完成与该 EDP 验证或接受相关的必要步骤。

The above grounds may not be exhaustive, and neither the Bank nor the EDP Payee Bank shall have an obligation to notify EDP Customer Payer on the grounds of rejection of any EDP+.

上述原因并非穷尽，银行及 EDP 收款人银行均无义务就拒绝任何 EDP+的原因通知 EDP 客户付款人。

- (e) General terms relating to EDP Instructions of EDP Customer Payer and EDP Scheme

与 EDP 客户付款人之 EDP 指示及 EDP 计划相关的一般条款

(i) Authority to act upon EDP Instructions

就 EDP 指示的授权

- (A) **EDP:** In consideration of the Bank agreeing to process and act on any EDP Instructions submitted by EDP Customer Payer in respect of an EDP (and not an EDP+), and subject to the Bank's right to reject the EDP, the EDP Customer Payer appoints the Bank to be the agent to effect payment and confers on the Bank a power of attorney for the EDP Customer Payer and in the name or otherwise on its behalf and as its act and deed, without any reference to or consent from the EDP Customer Payer, to (I) debit the EDP Amount(s) from the EDP Customer Payer's bank account; (II) make payment of the EDP Amount(s) to the EDP Payee Bank; and (III) do all deeds, acts and things which may be required in respect of (I) and (II).

EDP: 鉴于银行同意处理并执行 EDP 客户付款人就 EDP（而非 EDP+）提交的任何 EDP 指示，并且在不影响银行拒绝该 EDP 之权利的前提下，EDP 客户付款人指定银行为其代理人以执行付款，并授予银行授权书，使其可以代表 EDP 客户付款人、以其名义或以其他方式，并作为其行为并具有与其本身行为相同的法律效力，在无需通知或征得 EDP 客户付款人同意的情况下：(I) 从 EDP 客户付款人的银行账户中扣除 EDP 金额；(II) 将 EDP 金额支付至 EDP 收款人银行；及(III) 为执行(I)及(II)所需采取的所有行为、行动及事宜。

- (B) **EDP+:** In consideration of the Bank agreeing to process and act upon any EDP Instructions submitted by EDP Customer Payer in respect of an EDP+, and subject to the Bank's right to reject the EDP+, the EDP Customer Payer irrevocably and unconditionally appoints the Bank to be the agent to effect payment and confers on the Bank a power of attorney for the EDP Customer Payer and in the name or otherwise on its behalf and as its act and deed, without any reference to or consent from the EDP Customer Payer, to (I) debit the EDP+ Amount(s) from the EDP Customer Payer's bank account; (II) make payment of the EDP+ Amount(s) to the EDP Payee Bank; and (III) do all deeds, acts and things which may be required in respect of (I) and (II).

EDP+: 鉴于银行同意处理并执行 EDP 客户付款人就 EDP+提交的任何 EDP 指示，并且在不影响银行拒绝该 EDP+之权利的前提下，EDP 客户付款人不可撤销且无条件地指定银行为其代理人以执行付款，并授予银行授权书，使其可以代表 EDP 客户付款人、以其名义或以其他方式，并作为其行为并具有与其本身行为相同的法律效力，在无需通知或征得 EDP 客户付款人同意的情况下：(I) 从 EDP 客户付款人的银行账户中扣除 EDP+金额；(II) 将 EDP+金额支付至 EDP 收款人银行；及(III) 为执行(I)及(II)所需采取的所有行为、行动及事宜。

(ii) EDP Cancellation

EDP 取消

- (A) **Cancellation of EDP:** In relation to an EDP Instruction for the EDP Customer Payer's cancellation of an EDP (and not an EDP+), EDP Customer Payer acknowledges and agrees that EDP Customer Payer can only do so through such channels as may be made available by the Bank and subject to such processes, conditions and/or requirements as may be imposed by the Bank.

EDP 的取消: 就 EDP 客户付款人取消 EDP（而非 EDP+）的 EDP 指示而言，EDP 客户付款人确认并同意，其仅可通过银行可能提供的渠道，并遵守银行可能施加的程序、条件和/或要求，方可取消该 EDP。

- (B) **Cancellation of EDP+:** EDP Customer Payer acknowledges and agrees that EDP Customer Payer cannot cancel an EDP+ unless it has complied with and fulfilled such processes, conditions and/or requirements as may be imposed

by the Bank (including the EDP Customer Payer's execution of any indemnity in favour of the Bank). Such request to cancel can only be effected through such channels as may be made available by the Bank.

EDP+的取消：EDP 客户付款人确认并同意，除非其已遵守并满足银行可能施加的程序、条件和/或要求（包括 EDP 客户付款人向银行出具任何形式的赔偿函），否则其不得取消 EDP+。该取消请求仅可通过银行可能提供的渠道实施。

- (iii) EDP Customer Payer acknowledges and agrees that an EDP and EDP Payee's notification or receipt of the EDP does not impose, nor should be construed as imposing, an obligation on the Bank enforceable by the EDP Payee to pay or guarantee the payment of the EDP Amount or the EDP+ Amount(s) (as the case may be) to the EDP Payee.

EDP 客户付款人确认并同意，EDP 及 EDP 收款人的通知或接收到的 EDP 并不构成可由 EDP 收款人强制执行的、银行向 EDP 收款人支付或担保支付 EDP 金额或 EDP+金额（视情况而定）的义务，也不应被解释为银行承担此类义务。

- (iv) The Bank shall be entitled, at its discretion, to reject or refuse to accept or process or to cancel any EDP Instruction without any prior notice and shall not be required to give any reason for the same.

银行有权自行决定拒绝接受、处理或取消任何 EDP 指示，且无须事先通知，亦无须说明任何理由。

- (v) In relation to any EDP, the amount EDP Customer Payer may transfer (whether pursuant to a single or multiple EDP Instructions) may be subject to a daily limit as the Bank may impose from time to time.

就任何 EDP 而言，EDP 客户付款人可转账的金额（无论通过一次或多次 EDP 指示）可能会受到银行不时施加的每日限额限制。

- (vi) **Charges:** The Bank reserves the right to impose charges or to revise at any time such charges for the use of the EDP Scheme or otherwise upon written notice to EDP Customer Payer. Such charges or revisions shall take effect from the date stated in the notice and shall be non-refundable unless otherwise agreed between EDP Customer Payer and the Bank. Where EDP Customer Payer continues to access or use the EDP Scheme after such date, EDP Customer Payer shall be deemed to have agreed to and accepted such charges or revisions to such charges.

收费：银行保留权利在书面通知 EDP 客户付款人后，随时就使用 EDP 计划或其他相关服务收取费用或调整费用标准。该等费用或调整自通知中载明的日期起生效，除非银行与 EDP 客户付款人另有约定，该等费用概不退还。如 EDP 客户付款人在该等日期后继续访问或使用 EDP 计划，则视为 EDP 客户付款人已同意并接受该等费用或费用调整。

15.3 Terms applicable to EDP Customer Payees

适用于 EDP 客户收款人的条款

- (a) **Presentment of EDP:** Subject to Clauses 15.3(d) and 15.3(e)(i) of this Product Addendum or as otherwise prescribed by the Bank, EDP Customer Payee can give an EDP Instruction to the Bank to present an EDP for payment, and once such EDP Instruction has been submitted to the Bank, it will be deemed irrevocable and EDP Customer Payee will not be able to withdraw, cancel or make any changes to such EDP Instruction save as otherwise prescribed by the Bank.

EDP 的提示付款：在符合本产品附录第 15.3(d)和 15.3(e)(i)条的规定或银行另行规定的情况下，EDP 客户收款人可以向银行发出 EDP 指示，要求就某一 EDP 发起付款提示。一旦该等 EDP 指示已提交给银行，即被视为不可撤销，除非银行另有规定，EDP 客户收款人不得撤回、取消或更改该等 EDP 指示。

- (b) **Auto-presentment of EDP:** The Bank may enable EDPs received by an EDP Customer Payee to be automatically presented by the Bank for payment to the EDP Customer Payee in accordance with Clauses 15.3(c) to 15.3(f) of this Product Addendum, such enablement to be subject to such conditions and/or requirements as may be specified by the Bank (including requiring the EDP Customer Payee to elect for such automatic presentment through such channels as may be made available by the Bank).

EDP 的自动提示付款: 银行可启用由 EDP 客户收款人接收到的 EDP 自动由银行发起向 EDP 客户收款人的提示付款, 该等自动提示应依据本产品附录第 15.3(c)至 15.3(f)条的规定执行, 且启用该功能将取决于银行所规定的条件和/或要求 (包括要求 EDP 客户收款人通过银行提供的渠道选择启用该自动提示功能)。

- (c) **Rejection of EDP by EDP Payer Bank**

由 EDP 付款人银行拒绝 EDP

- (i) **EDP may be rejected after presentment by EDP Customer Payee:** (in the case of an EDP other than an EDP+) After the submission of an EDP Instruction to the Bank to present an EDP for payment, EDP Customer Payee acknowledges and agrees that the EDP may be rejected by the EDP Payer Bank and payment will not be made to EDP Customer Payee if, at any point from presentment until settlement:

由 EDP 客户收款人提示付款后可能被拒绝的 EDP: (适用于非 EDP+的情况) 在 EDP 客户收款人向银行提交 EDP 指示以提示某笔 EDP 进行付款后, EDP 客户收款人确认并同意, 如在提示至结算期间的任何时间点出现以下任一情形, 该笔 EDP 可能会被 EDP 付款人银行拒绝, 且将不会向 EDP 客户收款人付款:

- (A) the EDP Payer's bank account with the EDP Payer Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever, or where the Bank is otherwise restricted by law or contract to make such payment;

EDP 付款人在 EDP 付款人银行开立的银行账户因任何原因被关闭、停用、休眠、暂停、冻结、终止, 或银行受法律或合同约束而无法进行付款;

- (B) the EDP Payer's bank account with the EDP Payer Bank has insufficient balance for the Bank to debit the full EDP Amount;

EDP 付款人在 EDP 付款人银行开立的银行账户余额不足, 无法由银行扣除全额 EDP 金额;

- (C) in the EDP Payer Bank's opinion, the EDP Payer Bank has reason to believe that the EDP Payer is in breach of, or has failed to observe or comply, with any applicable terms of agreement governing the use of EDP between EDP Payer Bank and EDP Payer;

根据 EDP 付款人银行的判断, 其有理由相信 EDP 付款人违反或未遵守其与 EDP 付款人之间有关 EDP 使用的任何适用协议条款;

- (D) the EDP cannot be verified in the EDP Payer Bank's records; or

EDP 无法在 EDP 付款人银行的记录中得到验证; 或

- (E) any technical or operational reason, or any other reason in the reasonable opinion of the EDP Payer Bank, prevents the processing or completion of the EDP presentment, verification or acceptance in the manner prescribed under the EDP Scheme.

因技术或操作原因，或 EDP 付款人银行合理认为的其他原因，导致无法按 EDP 计划规定的方式处理或完成 EDP 的提示、验证或者接受。

The above grounds may not be exhaustive, and neither the EDP Payer Bank nor the Bank shall have an obligation to notify EDP Customer Payee on the grounds of rejection of any EDP.

上述原因可能并不穷尽，EDP 付款人银行和银行均无义务就任何 EDP 被拒绝的原因通知 EDP 客户收款人。

- (ii) **EDP+ may be rejected in certain scenarios:** Without prejudice to Clause 15.2(e)(iv) of this Product Addendum, (in the case of an EDP+) EDP Customer Payee acknowledges and agrees that the EDP+ may be rejected by the EDP Payer Bank and payment will not be made to EDP Customer Payee if:

某些情形下 EDP+可能被拒绝：在不影响本产品附录第 15.2(e)(iv)条规定的前提下（适用于 EDP+的情形），EDP 客户收款人确认并同意，如出现下列任一情形，EDP 付款人银行可拒绝该笔 EDP+，并且不会向 EDP 客户收款人付款：

- (A) the EDP Payer's bank account with the EDP Payer Bank is closed, inactive, dormant, suspended, frozen or terminated by the Bank for any reason whatsoever;

EDP 付款人在 EDP 付款人银行开立的银行账户因任何原因被关闭、停用、休眠、暂停、冻结或终止；

- (B) the EDP Payer Bank is restricted by law or regulation, business practice, policy, procedure, direction by any regulatory authority or contract to make such payment or if the EDP Payer Bank is required to comply with any court order (including any injunction, winding-up or bankruptcy order) or has actual knowledge of bankruptcy, winding-up or other insolvency proceedings or procedures having been commenced in respect of the EDP Payer;

EDP 付款人银行因法律或法规、业务惯例、政策、程序、任何监管机构的指示或合同限制无法进行付款，或如该银行需遵守任何法院命令（包括禁令、清盘或破产命令），或银行已实际知悉针对 EDP 付款人启动破产、清盘或其他破产程序；

- (C) in the EDP Payer Bank's opinion, the EDP Payer Bank has reason to believe that the EDP Payer is in breach of, or has failed to observe or comply, with any applicable terms of agreement governing the use of EDP between EDP Payer Bank and EDP Payer;

根据 EDP 付款人银行的判断，其有理由相信 EDP 付款人违反或未遵守其与 EDP 付款人之间有关 EDP 使用的任何适用协议条款；

- (D) the EDP+ cannot be verified in the EDP Payer Bank's records; or

EDP+无法在 EDP 付款人银行的记录中得到验证；或

- (E) any technical or operational reason, or any other reason in the reasonable opinion of the EDP Payer Bank, prevents the processing or completion of any requisite steps relating to the verification or acceptance of the EDP in the manner prescribed under the EDP Scheme.

出于技术或操作原因，或 EDP 付款人银行合理认为的其他原因，无法按照 EDP 计划规定的方式处理或完成与 EDP 验证或受理相关的必要步骤。

The above grounds may not be exhaustive, and neither the EDP Payer Bank nor the Bank shall have an obligation to notify EDP Customer Payee on the grounds of rejection of any EDP+.

上述原因可能并不穷尽，EDP 付款人银行或银行均无义务就任何 EDP+被拒绝的原因通知 EDP 客户收款人。

- (d) **EDP Validity Period:** EDP Customer Payee acknowledges and agrees that for each EDP (including any EDP+):

EDP 有效期: EDP 客户收款人确认并同意，对于每一笔 EDP（包括任何 EDP+）：

- (i) an EDP may only be presented for payment by the EDP Customer Payee through the Bank during the EDP Validity Period of the EDP, subject to: (A) any cancellation by EDP Payer; (B) rejection/cancellation by EDP Customer Payee; and/or (C) rejection of any EDP Instruction by EDP Payer Bank pursuant to Clause 15.2(e)(iv) of this Product Addendum, through such channels as may be made available by the Bank for such EDP Customer Payee; and

EDP 客户收款人仅可在该 EDP 的 EDP 有效期内通过银行提交付款呈请，且须遵守以下条件：(A) EDP 付款人已取消该 EDP；(B) EDP 客户收款人已拒绝/取消该 EDP；及/或 (C) 根据本产品附录第 15.2(e)(iv)条，EDP 付款人银行已拒绝相关 EDP 指示，并且该付款呈请须通过银行为该等 EDP 客户收款人提供的渠道提交；以及

- (ii) if the EDP (including any EDP+) is not presented for payment within the EDP Validity Period, that EDP will automatically expire and cease to have effect and can no longer be presented for payment by the EDP Customer Payee.

若该等 EDP（包括任何 EDP+）未在 EDP 有效期内被呈请支付，则该 EDP 将自动失效，不再具有任何效力，且 EDP 客户收款人将无法再就该 EDP 提交付款呈请。

- (e) **General terms relating to EDP Instructions of EDP Customer Payee and EDP Scheme**

与 EDP 客户收款人之 EDP 指示及 EDP 计划相关的一般条款

- (i) If an EDP Instruction and EDP Customer Payee's presentment of an EDP cannot be or is not successful for any reason, neither the Bank nor the EDP Payer Bank shall be liable to EDP Customer Payee or EDP Payer in respect of the unsuccessful EDP.

若由于任何原因，EDP 指示及 EDP 客户收款人对 EDP 的呈请未能成功进行或无法进行，银行或 EDP 付款人银行均无需就该未成功的 EDP 向 EDP 客户收款人或 EDP 付款人承担任何责任。

- (ii) EDP Customer Payee acknowledges and agrees that:

EDP 客户收款人确认并同意：

- (A) an EDP and EDP Customer Payee's notification or receipt of the EDP does not impose, nor should be construed as imposing an obligation, on the EDP Payer Bank enforceable by the EDP Customer Payee to pay or guarantee the payment of the EDP or the EDP+ Amount(s) (as the case may be) to the EDP Customer Payee; and

EDP 及 EDP 客户收款人的通知或接收到的 EDP 并不构成可由 EDP 客户收款人强制执行的、EDP 收款人银行向 EDP 客户收款人支付或担保支付 EDP 金额或 EDP+金额（视情况而定）的义务，也不应被解释为银行承担此类义务；并且

- (B) each EDP is non-transferable and shall not be sold, conveyed, assigned, delegated, charged, pledged or otherwise transferred or given as security.

每一笔 EDP 均不得转让，亦不得出售、让与、转让、委托、设定抵押、质押，或以其他形式转移或作为担保提供。

(iii) **Terms relating to transfer of EDP Amount or EDP+ Amount / moneys through EDP Scheme**

关于通过 EDP 计划转账 EDP 金额或 EDP+金额/款项的条款

- (A) For any EDP, EDP Customer Payee agrees to inform the Bank immediately of any notification that EDP Customer Payee is a recipient and payee of any EDPs in respect of which EDP Customer Payee believes or has reason to suspect: (I) EDP Customer Payee is not the intended recipient; or (II) that the EDP Amount(s) or the EDP+ Amount(s) (as the case may be) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. EDP Customer Payee understands that failure to do so may result in the commission of a criminal offence. Where EDP Customer Payee has not so notified the Bank, EDP Customer Payee shall be deemed to warrant that EDP Customer Payee is the intended recipient and beneficiary of the EDP Amount or the EDP+ Amount(s) (as the case may be).

就任何 EDP 而言，如 EDP 客户收款人收到的通知显示其为任何 EDP 的接收人和收款人，但其相信或有理由怀疑：(I) 其并非预期收款人；或(II) 该等 EDP 金额或 EDP+金额（视情况而定）在全部或部分上、直接或间接属于犯罪或非法行为所得利益的，EDP 客户收款人同意立即通知银行。EDP 客户收款人理解，未能履行该等通知义务可能构成刑事犯罪。若 EDP 客户收款人未就此通知银行，则 EDP 客户收款人应被视为已保证其为该 EDP 金额或 EDP+金额（视情况而定）的预期收款人及受益人。

- (B) For any receipt of moneys through the EDP Scheme, EDP Customer Payee agrees to inform the Bank immediately of any transfers in respect of which EDP Customer Payee believes or has reason to suspect: (I) EDP Customer Payee is not the intended recipient; or (II) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. EDP Customer Payee understands that failure to do so may result in the commission of a criminal offence. Where EDP Customer Payee has not so notified the Bank, EDP Customer Payee shall be deemed to warrant that EDP Customer Payee is the intended recipient and beneficiary of the EDP Amount or the EDP+ Amount(s) (as the case may be).

就通过 EDP 计划所接收的任何款项而言，如 EDP 客户收款人相信或有理由怀疑：(I) 其并非预期收款人；或(II) 该等款项在全部或部分上、直接或间接属于犯罪或非法行为所得利益的，EDP 客户收款人同意立即通知银行。EDP 客户收款人理解，未能履行该通知义务可能构成刑事犯罪。若 EDP 客户收款人未就此通知银行，则 EDP 客户收款人应被视为已保证其为该 EDP 金额或 EDP+金额（视情况而定）的预期收款人及受益人。

- (C) The EDP shall be considered unsuccessful if the EDP Amount or the EDP+ Amount(s) (as the case may be) fails to be credited to the EDP Customer Payee's bank account for any reason (whether by reason of a failure in such fund transfer system as may be agreed by the EDP Participating Banks, the EDP Scheme Owner and the EDP Operator from time to time, or otherwise).

如因任何原因（无论是由于 EDP 参与银行、EDP 计划所有人及 EDP 运营方不时商定的资金转账系统所产生的故障或其他原因）导致 EDP 金额或 EDP+金额（视情况而定）未能成功记入 EDP 客户收款人的银行账户，则该笔 EDP 将被视为未成功。

(iv) **Rejection/cancellation of EDP by EDP Customer Payee**

EDP 客户收款人对 EDP 的拒绝/取消

- (A) **Rejection/cancellation of EDP:** In relation to an EDP Instruction for the EDP Customer Payee's rejection/cancellation of an EDP (and not an EDP+), EDP Customer Payee acknowledges and agrees that EDP Customer Payee can only do so through such channels as may be made available by the Bank and subject to such conditions and/or requirements as may be imposed on the EDP Payer by the EDP Payer Bank.

EDP 的拒绝/取消: 就 EDP 客户收款人拒绝/取消某项 EDP (而非 EDP+) 的 EDP 指示而言, EDP 客户收款人确认并同意, 相关拒绝/取消只能通过银行可能提供的渠道进行, 并且应受 EDP 付款人银行对 EDP 付款人施加的条件和/或要求的约束。

- (B) **Rejection/cancellation of EDP+:** In relation to an EDP Instruction for the EDP Customer Payee's rejection/cancellation of an EDP+, EDP Customer Payee acknowledges and agrees that EDP Customer Payee can only do so through such channels as may be made available by the Bank and subject to such conditions and/or requirements as may be imposed on the EDP Payer by the EDP Payer Bank.

EDP+的拒绝/取消: 就 EDP 客户收款人拒绝/取消某项 EDP+的 EDP 指示而言, EDP 客户收款人确认并同意, 相关拒绝/取消只能通过银行可能提供的渠道进行, 并且应受 EDP 付款人银行对 EDP 付款人施加的条件和/或要求的约束。

- (v) **Charges:** The Bank reserves the right to impose charges or to revise at any time such charges for the use of the EDP Scheme or otherwise upon written notice to EDP Customer Payee. Such charges or revisions shall take effect from the date stated in the notice and shall be non-refundable unless otherwise agreed between EDP Customer Payee and the Bank. Where EDP Customer Payee continues to access or use the EDP Scheme after such date, EDP Customer Payee shall be deemed to have agreed to and accepted such charges or revisions to such charges.

费用: 银行保留权利, 在书面通知 EDP 客户收款人的前提下, 随时就使用 EDP 计划或其他相关事项收取费用或修改费用。该等费用或修订自通知中所载日期起生效, 除非 EDP 客户收款人与银行另有约定, 该等费用不可退还。如 EDP 客户收款人在该日期后继续访问或使用 EDP 计划, 即视为 EDP 客户收款人已同意并接受该等费用或费用修订。

- (f) **Notifications:** The Bank shall be entitled to send to EDP Customer Payee such notifications relating to any EDP as may be determined by the Bank from time to time, through such channels as may be made available by the Bank.

通知: 银行有权就任何 EDP 通过银行可能提供的渠道向 EDP 客户收款人发送其不时决定的相关通知。

15.4 **Collection, use, disclosure and processing of information**

信息的收集、使用、披露和处理

- (a) **Information from EDP Participating Applicants and EDP Participating Applicant Banks:** Customer may only process, use and/or disclose information (including personal data) relating to an EDP Participating Applicant or an EDP Participating Applicant Bank, only for the EDP Purpose.

来自 EDP 参与申请人及 EDP 参与申请人银行的信息: 客户仅可为 EDP 目的处理、使用和/或披露与 EDP 参与申请人或 EDP 参与申请人银行相关的信息 (包括个人数据)。

(b) **Information submitted by Customer**

客户提交的信息

- (i) Customer hereby give its consent to the Bank (whether by itself or through its service providers or their subcontractors) to collect, use, disclose and/or process any information (including personal data) that Customer has provided or otherwise submitted to the Bank in connection with the use of and/or access to the EDP Scheme, including to disclose to:

客户特此同意银行（无论是本行或通过其服务提供商或其分包商）为客户使用和/或访问 EDP 计划之目的，收集、使用、披露和/或处理客户向银行提供或以其他方式提交的任何信息（包括个人数据），包括向下列主体披露：

- (A) any person purporting to be the Customer upon the Bank's verification of his/her identity to our satisfaction in accordance with the Bank's prevailing procedure, for the EDP Purpose;

任何经银行依其现行程序验证身份并确认满意的、声称为客户的个人，用于 EDP 目的；

- (B) the EDP Scheme Owner and the EDP Operator, for the EDP Purpose; and

EDP 计划所有人及 EDP 运营方，用于 EDP 目的；以及

- (C) the relevant EDP Participating Applicant Banks for the EDP Purpose.

有关的 EDP 参与申请人银行，用于 EDP 目的。

- (ii) In the course of the Customer's use of and/or access to the EDP Scheme, the Customer shall, prior to disclosing or making available to the Bank any information (including personal data) relating to the relevant EDP Participating Applicants or other persons or entities:

在客户使用和/或访问 EDP 计划过程中，如客户拟向银行披露或提供与相关 EDP 参与申请人或其他个人或实体相关的任何信息（包括个人数据），则客户应在披露或提供前：

- (A) notify these persons or entities: (I) that the Customer will be providing their information to the Bank; and (II) of the EDP Purpose for which the Bank will be collecting, using, disclosing and/or processing their information; and

通知该等个人或实体：(I) 客户将向银行提供其信息；以及 (II) 银行将为 EDP 目的收集、使用、披露和/或处理其信息；以及

- (B) obtain the consent from such persons or entities whose information are being disclosed, permitting: (I) the Customer to disclose the information to the Bank; and (II) the Bank to collect, use, disclose and/or process their personal data, for the EDP Purpose.

从该等信息将要被披露的个人或实体处取得同意，允许：(I) 客户向银行披露其信息；以及 (II) 银行为 EDP 目的收集、使用、披露和/或处理其个人数据。

- (iii) The Customer represents and warrants that information (whether relating to it or otherwise) that it will be providing the Bank or have provided to the Bank is complete, accurate and true in all respects.

客户声明并保证，其将向银行提供或已经向银行提供的信息（无论是否与客户自身有关）在所有方面均为完整、准确和真实。

15.5 Liability

责任

- (a) The Customer acknowledges that the EDP Scheme and services provided by the Bank in connection with these terms and conditions are provided on an “as is” and “as available” basis without warranty of any kind. The accessibility and operation of the EDP Scheme, FAST, PayNow and/or GIRO may rely on technologies outside the Bank’s control.

客户确认，EDP 计划及银行根据本条款与条件提供的相关服务，均按“现状”和“可用”基础提供，不附带任何形式的保证。EDP 计划、FAST、PayNow 和/或 GIRO 的可访问性及运作，可能依赖于超出银行控制的技术。

15.6 General

一般条款

- (a) The Customer acknowledges that:

客户确认并同意：

- (i) these terms and conditions are solely between the Customer and the Bank (and no other party); and

本条款和条件仅在客户与银行之间具有约束力，其他任何方均不享有权利或承担义务；以及

- (ii) the Bank is not involved in, and are not responsible for, any instructions, transactions or communications made between the Customer and any of its payees or, as the case may be, payers (including customers and/or corporate clients) involving the access to and/or use of the EDP Scheme, FAST, PayNow and/or GIRO.

银行不参与客户与其任何收款人或，视情况而定，付款人（包括客户和/或企业客户）之间就访问和/或使用 EDP 计划、FAST、PayNow 和/或 GIRO 所作出的任何指示、交易或通信，银行亦不对此承担任何责任。

- (b) **Right to disable use and/or access:** The Customer acknowledges that if its access to or use of the EDP Scheme is in breach of any applicable terms and conditions, the Bank may immediately disable the Customer’s access to and/or use of the EDP Scheme without notice to the Customer and to take all such action as the Bank consider appropriate, desirable or necessary.

停用使用权和/或访问权的权利： 客户确认，如其访问或使用 EDP 计划违反了任何适用条款和条件，银行可在不事先通知客户的情况下，立即暂停客户对 EDP 计划的访问和/或使用，并可采取其认为适当、可取或必要的所有措施。

- (c) **Suspension / variation / termination of EDP Scheme:** The Customer acknowledges and agrees that the Bank (through the EDP Operator or otherwise) may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the EDP Scheme (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the EDP Scheme prevents the Customer from using or accessing the EDP Scheme and/or any part or feature thereof, or causes any delay or unsuccessful transfer of funds to the Customer or EDP Payee pursuant to the EDP Scheme or to any intended recipient of an EDP Amount under an EDP Instruction.

EDP 计划的暂停/变更/终止： 客户确认并同意，银行（通过 EDP 运营方或以其他方式）可在无需说明理由或提前通知的情况下，不时升级、修改、更改、暂停、中止提供或移除全部或部分 EDP 计划（包括与计划外宕机或计划维护相关的情况）。如因上述升级、修改、暂停、更改或中止 EDP 计划，导致客户无法使用或访问 EDP 计划及/或其任何部分或功能，或导致根据 EDP

计划向客户或 EDP 收款人或根据 EDP 指示向 EDP 金额的预定收款人转账的资金发生延迟或失败的，银行对此不承担任何责任。

- (d) All fund transfers using the EDP Scheme will be processed, cleared and settled via such fund transfer system as may be agreed by the EDP Participating Banks, the EDP Scheme Owner and the EDP Operator from time to time.

所有通过 EDP 计划进行的资金转账应通过 EDP 参与银行、EDP 计划所有人和 EDP 运营方可能约定的资金转账系统进行处理、清算和结算。

16. DEFINITIONS

定义

- 16.1 In this Product Addendum, the following words and expressions shall have the following meanings:

在产品附录中，下列词汇和表述具有以下含义：

ABS means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore;

ABS 系指新加坡银行协会(UEN 编号: S73SS0047K)，是在新加坡注册的协会；

Al-Wadi'ah Accounts means Al-Wadi'ah Savings and Current Accounts;

Al-Wadi'ah 账户 系指 Al-Wadi'ah 储蓄和往来账户；

Application means the application for use on mobile devices currently designated by the Bank as the "OCBC Business Mobile Banking" application, and the services, functions, information and/or any other material (including, data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Bank;

应用程序 系指在本行目前指定移动设备上使用的“华侨银行商业移动银行”应用程序，以及在其上显示、由本行或代表本行提供的服务、功能、信息和/或任何其他材料(包括数据、数据库、文本、图形、照片、动画、音频、音乐、视频、链接、电话功能或其他内容)；

BO User Agreement means the application form and the eGIRO Scheme Billing Organisation User Terms, agreed and accepted by a billing organisation;

BO 用户协议 系指由开票机构同意及接受的申请表格及 eGIRO 计划开票机构用户条款；

Biometric Access Credential means any biometric Access Credential, including any Access Credential enrolled through the OCBC OneTouch™ Service and/or OCBC OneLook™ Service;

生物识别访问凭证 系指任何生物识别访问凭证，包括通过 OCBC OneTouch™ 服务和/或 OCBC OneLook™ 服务注册的任何访问凭证；

Controllers means the Operator, the Owners and their respective service providers (including any host for the CR) and/or any agents, nominees, officers or employees of the foregoing;

控制人

	系指运营者、所有人及其各自服务提供者(包括 CR 的任何主办人)和/或前述任何代理人、代名人、管理人员或员工;
CR	means the SGQR central repository processes comprised in CR Services;
CR	系指由 CR 服务组成的 SGQR 中央存储库进程;
CR Register	means the register of unique SGQR IDs and SGQR Outputs, hosted in the database maintained in the CR System and managed by the Operator;
CR 登记册	系指唯一 SGQR ID 和 SGQR 输出登记册, 储存在 CR 系统维护的数据库中, 并由运营者管理;
CR Services	means the CR services provided by the Operator to the Owners and members of the Scheme;
CR 服务	系指运营者向所有者及计划成员提供的 CR 服务;
CR System	means the system maintained and operated by the Operator for access and use by members of the Scheme in connection with CR Services;
CR 系统	系指由运营者维护及操作, 供计划成员就 CR 服务访问及使用的系统;
Credit Notification Feature	means such features and functionalities of OCBC OneCollect that facilitates notifications of the receipts of funds arising from FAST or other payments in connection with OneCollect Transactions;
贷记通知功能	系指 OCBC OneCollect 特性和功能, 便于通知来自 FAST 或与 OneCollect 交易相关的其他付款的资金接收情况;
Customer Record	means a Customer's record on the CR Register, comprising such Customer's unique entity number or other identification, registered name, base currency, merchant category code, and other particulars, as may be specified in the manuals of the Operator;
客户记录	系指客户在 CR 登记册上的记录, 包括该等客户的唯一实体编号或其他标识、注册名称、基本货币、商户类别代码以及运营者手册中可能规定的其他详情;
Designated Users	means such individuals from time to time authorised by the Customer or its Authorised User(s) to operate, access and/or use OCBC OneCollect, or its features;
指定用户	系指客户或其授权用户不时授权操作、访问和/或使用 OCBC OneCollect 或其功能的个人;
EDP and EDP+	means an electronic deferred payment transaction created by a payer via an EDP Participating Bank for payment of such electronic deferred payment transaction to be made to a payee of an EDP Participating Bank after successful presentment in the manner prescribed under the EDP Scheme.
EDP 和 EDP+	

系指由付款人通过 EDP 参与银行创建的一项电子延期付款交易，用于在符合 EDP 计划规定的方式成功呈递后，向 EDP 参与银行的收款人进行该等电子延期付款交易的付款。

A reference to “EDP” shall in these terms and conditions unless the context does not permit, include a reference to “EDP+”. For the avoidance of doubt, where “EDP” and the Electronic Deferred Payment Scheme are renamed to such other name as may be designated by the EDP Scheme Owner from time to time, all references to “EDP” in these terms and conditions shall be construed to refer to such new name;

在本条款与条件中，除非上下文不允许，对“EDP”的引用应视为包括对“EDP+”的引用。为避免疑问，若“EDP”和电子延期付款计划不时被 EDP 计划所有人指定更名为其他名称，则本条款与条件中对“EDP”的所有引用应解释为引用该新名称；

EDP Account Name Enquiry	has the meaning in Clause 15.2(a)(i)(B) of this Product Addendum;
EDP 账户名称查询	具有本产品附录第 15.2(a)(i)(B)条所规定的含义；
EDP Amount	has the meaning in Clause 15.2(c)(i) of this Product Addendum;
EDP 金额	具有本产品附录第 15.2(c)(i)条所规定的含义；
EDP+ Amount	has the meaning in Clause 15.2(c)(ii) of this Product Addendum;
EDP+金额	具有本产品附录第 15.2(c)(ii)条所规定的含义；
EDP Deemed Intended Recipient	has the meaning in Clause 15.2(a)(iii) of this Product Addendum;
EDP 推定预定收款人	具有本产品附录第 15.2(a)(iii)条所规定的含义；
EDP Customer Payee	means a Customer who is the recipient and payee of an EDP and “EDP Payer” means a customer of any EDP Participating Bank who is the creator and payer of such EDP;
EDP 客户收款人	系指作为 EDP 的接收人和收款人的客户；“EDP 付款人”是指任何 EDP 参与银行的客户，该客户为该 EDP 的创建者和付款人；
EDP Customer Payer	means a Customer who is the creator and payer of an EDP and “EDP Payee” means a customer of any EDP Participating Bank who is the recipient and payee of an EDP created by an EDP Customer Payer;
EDP 客户付款人	系指作为 EDP 的创建者和付款人的客户；“EDP 收款人”是指任何 EDP 参与银行的客户，该客户为由 EDP 客户付款人创建的 EDP 的接收人和收款人；
EDP Instruction	means any instructions, directions, communications or requests in relation to EDP sent, through such channels as may be made available by the Bank, by the Customer or any person purporting to be the Customer or by any person acting on behalf or purporting to be acting on behalf of the Customer;
EDP 指示	

	系指由客户、声称为客户的任何人或代表客户或声称代表客户的任何人，通过银行可能提供的渠道，发送的与 EDP 相关的任何指令、指示、通讯或请求；
EDP Look-up Request	has the meaning given to it in Clause 15.2(a)(i)(C) of this Product Addendum;
EDP 查询请求	具有本产品附录第 15.2(a)(i)(C)条所规定的含义；
EDP Look-up Response	has the meaning given to it in Clause 15.2(a)(i)(C) of this Product Addendum;
EDP 查询回复	具有本产品附录第 15.2(a)(i)(C)条所规定的含义；
EDP Operator	means the operator of the EDP Scheme appointed by the EDP Scheme Owner;
EDP 运营方	指由 EDP 计划所有人任命的 EDP 计划运营方；
EDP Participating Applicant	means a person or entity who uses or desires to use the EDP Scheme;
EDP 参与申请人	系指使用或希望使用 EDP 计划的个人或实体；
EDP Participating Applicant Bank	means the EDP Participating Bank with whom the EDP Participating Applicant opens and maintains a bank account to use the EDP Scheme;
EDP 参与申请人银行	系指与 EDP 参与申请人开立并维持银行账户以使用 EDP 计划的 EDP 参与银行；
EDP Participating Bank	means an entity which is for the time being entitled to participate in the EDP Scheme. A current list of such entities is available at https://abs.org.sg/docs/library/edp-list-of-participants.pdf ;
EDP 参与银行	系指目前有权参与 EDP 计划的实体。该等实体的最新名单可于 https://abs.org.sg/docs/library/edp-list-of-participants.pdf 查阅；
EDP Payee Bank	means (1) in the case of an EDP Customer Payee, the Bank; or (2) in the case of a EDP Payee who is a customer of an EDP Participating Bank other than the Bank, such EDP Participating Bank of the bank account which the EDP will be credited into;
EDP 收款人银行	系指(1) 若为 EDP 客户收款人，则指银行；或 (2) 若为 EDP 收款人，其为除银行以外的 EDP 参与银行的客户，则指 EDP 将被汇入的银行账户所属的 EDP 参与银行；
EDP Payer Bank	means (1) in the case of an EDP Customer Payer, the Bank; or (2) in the case of a EDP Payer who is a customer of an EDP Participating Bank other than the Bank, such EDP Participating Bank of the bank account which the EDP will be issued from;
EDP 付款人银行	系指(1) 若为 EDP 客户付款人，则指银行；或 (2) 若为 EDP 付款人，其为除银行以外的 EDP 参与银行的客户，则指 EDP 将从其账户发出的该 EDP 参与银行；
EDP Purpose	means: (i) to give effect to any EDP Instruction; and (ii) for compliance with any order of any court or government or regulatory authority in any jurisdiction;
EDP 用途	

系指(i) 为执行任何 EDP 指示；以及，(ii) 为遵守任何司法辖区内的法院或政府或监管机构的命令；

EDP Scheme

EDP 计划

means the electronic deferred payment scheme designated or known as "Electronic Deferred Payment Scheme" (or such other successor or replacement name as may be designated by the EDP Scheme Owner from time to time), including the services, content and functions made available by the Bank to Customer in relation to such scheme;

系指被指定为或称为“电子延期支付计划”（或 EDP 计划所有者不时指定的其他继任或替代名称）的电子延期支付计划，包括银行就该计划向客户提供的服务、内容和功能；

EDP Scheme Owner

EDP 计划所有人

means the owner of the EDP Scheme for the time being;

系指目前的 EDP 计划所有人；

EDP Validity Period

EDP 有效期

has the meaning given to it in Clause 15.2(b)(i) of this Product Addendum;

具有本产品附录第 15.2(b)(i)条所规定的含义；

eGIRO Authorised User(s)

eGIRO 授权用户

means any of the Participating BO's officers, directors, servants, agents, personnel or employees that have been issued any eGIRO Security Credentials;

系指任何已获发 eGIRO 安全凭证的参与 BO 高级管理人员、董事、代理人、人员或员工；

eGIRO Operating Rules

eGIRO 操作规则

means the set of rules describing the operational practices, policies, requirements, procedures, instructions and guidelines relating to the eGIRO Platform, and/or the eGIRO Scheme generally, as may be updated, amended and/or varied;

系指描述与 eGIRO 平台和/或 eGIRO 计划有关的操作惯例、政策、要求、程序、指示及指引的一套规则，可予以更新、修订和/或更改；

eGIRO Operator

eGIRO 运营者

means a third party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme;

系指 ABS 不时指定的第三方运营者，负责操作 eGIRO 计划下的系统，以便在 eGIRO 计划下提交、传送及验证电子直接扣款授权书；

eGIRO Operator APIs

eGIRO 运营者 API

means the application program interfaces made available by eGIRO Operator to ABS, Participating Banks, and/or Participating BOs in connection with the eGIRO Platform or in connection to their access to and/or use of the services under the eGIRO Platform;

系指 eGIRO 运营者向 ABS、参与银行和/或参与 BO 提供与 eGIRO 平台有关的应用程序接口，或与它们访问和/或使用 eGIRO 平台下服务有关的应用程序接口；

eGIRO Platform

means the electronic platform known as "eGIRO Aggregator" (or such other successor or replacement name) which is designated or

eGIRO 平台	<p>marketed to facilitate the electronic direct debit authorisation process;</p> <p>系指为促进电子直接付款授权程序而指定或推广称为“eGIRO 聚合器”(或该等其他继承者或替代名称)的电子平台;</p>
eGIRO Scheme	means the electronic direct debit authorisation scheme designated or known as "eGIRO" (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme;
eGIRO 计划	<p>系指指定或称为“eGIRO”的电子直接借记授权计划(或 ABS 不时指定的其他继承者或替代名称), 包括与该计划相关的服务、内容和功能;</p>
eGIRO Security Credentials	means the username, password, and any other unique login identification credentials issued or prescribed by the Operator to allow the Participating BO and the eGIRO Authorised Users to access and/or use the eGIRO Platform (including via eGIRO Operator APIs) and/or the password-protected and/or secure areas of the eGIRO Platform;
eGIRO 安全凭证	<p>系指运营者为允许参与 BO 和 eGIRO 授权用户访问和/或使用 eGIRO 平台(包括通过 eGIRO 运营者 API)和/或 eGIRO 平台的密码保护和/或安全区域而发放或规定的用户名、密码和任何其他唯一登录身份凭证;</p>
Electronic Instructions	means:
电子指示	<p>系指:</p> <p>(i) for the purposes of Part A of Clause (i), any instructions, directions, communications or requests sent electronically through the eGIRO Platform by the Participating BO or any person purporting to be it or by any person acting on its behalf or purporting to be acting on its behalf; and</p> <p>(i)就第 A 部分第(i)条而言, 参与 BO 或任何声称是参与 BO 之人或代表参与 BO 或声称代表参与 BO 之人通过 eGIRO 平台以电子方式发送的任何指令、指示、通信或请求; 及</p> <p>(ii) for the purposes of Part B of Clause 12, any instructions, directions, communications or requests provided to the Bank under any Electronic Services for or in connection with the eGIRO Scheme (including eGIRO Creation Request(s) and eGIRO Cancellation Request(s)) which are referable to the Customer's or eGIRO Authorised User's Access Credential or such other form or means of identification as may be identified by the Bank in its absolute discretion from time to time;</p> <p>(ii)就第 B 部分第 12 条而言, 在任何电子服务项下向本行提供关于 eGIRO 计划的任何指令、指示、通信或请求(包括 eGIRO 创建请求和 eGIRO 取消请求), 该等指令、指示、通信或请求涉及客户或 eGIRO 授权用户的访问凭证或本行不时酌情确定的其他形式或识别手段;</p>

E-Wallet Name 电子钱包名称	means, in respect of a Registered PayNow User who has a Proxy that is linked, via registration on PayNow, to an e-wallet, the name of such e-wallet; 对于通过在 PayNow 上注册而拥有链接代理的 PayNow 注册用户，系指该等电子钱包的名称；
Entity Name 实体名称	means in respect of a Registered PayNow User which is a corporation, sole proprietorship, partnership, organisation, club, association, society, government agency or other legal entity, such entity's name as registered under the applicable UEN issuance agency; 就 PayNow 注册用户(公司、独资企业、合伙企业、组织、俱乐部、协会、社团、政府机构或其他法律实体)而言，系指该实体在适用 UEN 发行机构下注册的名称；
FAST FAST	means "Fast and Secure Transfers", a payment rail managed by the Singapore Clearing House Association; 系指“快速安全转账”，由新加坡清算所协会管理的支付通道；
Face Recognition Features 人脸识别功能	means such third party face recognition features designated as such by the Bank from time to time; 系指银行不时指定的第三方人脸识别功能；
Fingerprint Recognition Features 指纹识别功能	means such third party fingerprint recognition features designated as such by the Bank from time to time, and shall be deemed to include without limitation, unless otherwise notified by the Bank, the fingerprint recognition features of Apple's iOS which is designated by Apple as "Touch ID" and the fingerprint recognition features of Google Android on Bank-designated devices; 系指银行不时指定的第三方指纹识别功能，除非银行另行通知，应被视为包括但不限于 Apple iOS 的指纹识别功能(Apple 指定为“Touch ID”)和银行指定设备上 Google Android 的指纹识别功能；
GIRO GIRO	means "General Interbank Recurring Order", a payment rail managed by the Singapore Clearing House Association; 系指“银行自动直接转账”，由新加坡清算所协会管理的支付通道；
IMDA IMDA	means the Infocomm Media Development Authority as established under the Info-communications Media Development Authority Act 2016; 系指根据《2016 年资讯通信媒体发展管理局法案》设立的资讯通信媒体发展局；
In-Trust Account 信托账户	means an Account which is "in-trust-for" someone else; 系指为他人“信托”持有的账户；
Main Account 主要账户	means any Account of the Customer which the Bank allows the Customer to associate with a Virtual Account Number through the use of the OCBC VA Service;

	系指本行允许客户通过使用华侨银行虚拟账户服务与虚拟账号相关联的任何客户账户；
MAS	means the Monetary Authority of Singapore as established under the Monetary Authority of Singapore Act 1970;
MAS	系指根据《1970 年新加坡金融管理局法》设立的新加坡金融管理局；
Maturity Period	means a period stipulated by the Customer;
到期期间	系指客户规定的期间；
Multi-Currency Account	means a Multi-Currency Business Account;
多币种账户	系指多币种业务账户；
Name	means the name of the Registered PayNow User, such as the applicable registered entity name;
名称	系指 PayNow 注册用户的名称，例如相关的注册实体名称；
Nickname	means, in respect of a Registered PayNow User who is an individual, the nickname or alias designated by such Registered PayNow User under PayNow to be linked to his/her Proxy and PayNow Account;
昵称	就 PayNow 注册用户为个人的情况而言，系指该 PayNow 注册用户在 PayNow 下指定与其代理及 PayNow 账户相连的昵称或别名；
OCBC Alert Notification Service	means a Product provided as part of the Bank's Electronic Services known as "OCBC Alert Notification Service";
华侨银行提醒通知服务	系指作为本行电子服务一部分所提供的产品，称为“华侨银行提醒通知服务”；
OCBC ATM Service	means a Product provided as part of the Bank's Electronic Services known as "OCBC ATM Service" which enables the Customer and its Authorised Users to have access to the Account(s) and/or to effect various banking transactions (which may include, without limitation, the withdrawal of funds and bill payments);
华侨银行自动柜员机服务	系指作为本行电子服务一部分所提供的产品，称为“华侨银行自动柜员机服务”，该产品使客户及其授权用户能够使用账户和/或进行各种银行交易(包括但不限于资金的提取及账单支付)；
OCBC OneCollect	means the Product known as "OCBC OneCollect" provided as part of the Bank's Electronic Services, and shall be deemed to include without limitation any services, products, features, application and all functionalities associated therewith as the Bank may offer in connection therewith in its sole and absolute discretion from time to time, such as the QR Code Feature, Credit Notification Feature, Transaction History Feature, and Refund Feature;
OCBC OneCollect	系指作为本行电子服务一部分所提供的产品，称为“OCBC OneCollect”，并应视为包括但不限于本行随时自行决定提供与之相关的任何服务、产品、特性、应用程序和所有功能，如二维码功能、贷记通知功能、交易历史功能和退款功能；

OCBC OneLook™ Service	means a Product provided as part of the Bank's Electronic Services known as "OCBC OneLook™ Service", including any "OneLook"-branded services, products, features, and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of Face Recognition Features on Bank prescribed mobile devices, via the application(s) currently designated by the Bank as "OCBC Business Mobile Banking";
OCBC OneLook™ 服务	系指作为本行电子服务一部分所提供的产品，称为“华侨银行 OneLook™ 服务”，包括本行不时向客户提供的任何“OneLook”品牌服务、产品、特性和/或功能，可在本行指定移动设备上通过“华侨银行商业移动银行”应用程序，使用人脸识别功能进行访问；
OCBC OneTouch™ Service	means a Product provided as part of the Bank's Electronic Services known as "OCBC OneTouch™ Service", including any "OneTouch"-branded services, products, features, and/or functionalities offered by the Bank from time to time to the Customer, accessible through the use of Fingerprint Recognition Features on Bank prescribed mobile devices, via the application(s) currently designated by the Bank as "OCBC Business Mobile Banking";
OCBC OneTouch™ 服务	系指作为本行电子服务一部分所提供的产品，称为“OCBC OneTouch™ 服务”，包括本行不时向客户提供的任何“OneTouch”品牌服务、产品、特性和/或功能，可在本行指定移动设备上通过“华侨银行商业移动银行”应用程序，使用指纹识别功能进行访问；
OCBC PayNow Corporate Service	means a Product provided as part of the Bank's Electronic Services known as "OCBC PayNow Corporate Service", and shall be deemed to include any notifications, communications or services in relation to the OCBC PayNow Corporate Services and/or any services, functions and features made available through such part of the Electronic Services as relates to any PayNow Transaction;
OCBC PayNow 企业服务	系指作为本行电子服务一部分所提供的产品，称为“OCBC PayNow 企业服务”，并应视为包括与 OCBC PayNow 企业服务相关的任何通知、通信或服务或/或通过电子服务中任何 PayNow 交易相关部分提供的任何服务、功能和特性；
OCBC PhoneBank Service	means a Product provided as part of the Bank's Electronic Services known as "OCBC PhoneBank Service";
华侨银行电话银行服务	系指作为本行电子服务一部分所提供的产品，称为“华侨银行电话银行服务”；
OCBC VA Service	means a Product provided as part of the Bank's Electronic Services to enable the assignment of one or more Virtual Account Numbers to be associated with a Customer's Main Account(s) to facilitate the identification of certain transactions made by reference to any Virtual Account Number associated with the Customer's Main Account(s) from time to time relating to such Customer's Main Account(s), and shall be deemed to include any notifications, communications or services in relation to the OCBC VA Service and/or other services, functions and features made available by the Bank from time to time at its sole and absolute discretion in connection with the OCBC VA Service or any Virtual Account, including the Payment Limit Add-On Service;
华侨银行虚拟账户服务	

指作为本行电子服务的一部分所提供的产品，该产品能够分配一个或多个与客户的主要账户相关联的虚拟账号，以方便识别不时与客户的主要账户相关联的任何虚拟账号所进行的与该客户的主要账户有关的某些交易，并应被视为包括与华侨银行虚拟账户服务及/或其他本行不时自行决定提供的与华侨银行虚拟账户服务或任何虚拟账户有关的其他服务、功能和特性有关的任何通知、通信或服务，包括支付限额附加服务；

OneCollect Transactions

means PayNow or other transactions processed via OCBC OneCollect;

OneCollect 交易

系指 PayNow 或通过 OCBC OneCollect 处理的其他交易；

Operator

means the operator of the Scheme;

运营者

系指计划的运营者；

Owners

means the legal entities which own the Scheme, decides on the member rules relating to the SGQR and leads or co-leads the SGQR Taskforce, being MAS and IMDA, or such other entity or entities as MAS and IMDA may appoint in their stead by written notice to the Operator;

所有者

系指拥有计划、决定与 SGQR 有关的成员规则并领导或共同领导 SGQR 工作组的法律实体，如 MAS 和 IMDA，或 MAS 和 IMDA 以书面通知运营者而指定的其他实体；

Participating Applicant

means a person or entity who uses or desires to use the eGIRO Scheme to submit and grant electronic direct debit authorisation(s);

参与申请人

系指使用或有意使用“电子直接借记计划”提交及给予电子直接借记授权书的人士或实体；

Participating Applicant Bank

means the Participating Bank with whom the Designated Bank Account is opened and maintained;

参与申请银行

指开立并持有指定银行账户的参与银行；

Participating Bank

means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at <https://abs.org.sg/consumer-banking/eGIRO> [http://www.abs.org.sg/\(as may be amended or updated from time to time\);](http://www.abs.org.sg/(as may be amended or updated from time to time);)

参与申请银行

系指目前有资格作为申请银行和/或开票机构银行参与 eGIRO 计划的实体。该等实体的最新名单载于 <https://abs.org.sg/consumer-banking/eGIRO>, <http://www.abs.org.sg/>(可能会不时修订或更新)<http://www.abs.org.sg/>;

Participating BO

means an entity which is for the time being, entitled to participate in the eGIRO Scheme as a billing organisation as notified by ABS and/or a Participating Bank to eGIRO Operator or otherwise in accordance with guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the eGIRO Platform and/or eGIRO Scheme;

参与 BO

	系指 ABS 和/或参与银行根据有关使用和/或访问 eGIRO 平台和/或 eGIRO 计划的准则、通知、操作规则、政策和指示，通知或以其他方式通知 eGIRO 运营者，有权作为开票机构参与 eGIRO 计划的实体；
Participating BO Landing Page 参与 BO 登录页	means in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme; 就参与 BO 而言，系指该参与 BO 运营和/或拥有的网站或移动应用程序相关网页或登录页，供该参与 BO 用于 eGIRO 计划；
Payment Limit 支付限额	means, in relation to a Virtual Account, and at any time and from time to time, the maximum monetary amount of any outgoing transfer(s) or transaction(s) to be recorded as a debit attributable to the Virtual Account at that time, as may be determined in accordance with the provisions of Clause 13.8; 就虚拟账户而言，指在任何时间以及不定时间，届时记录为归属于虚拟账户的借记的任何支出转账或交易的最高金额，该金额可根据第 13.8 条的规定确定；
Payment Scheme 付款计划	means a payment service provider, payment scheme, card scheme or card association, or any other entity which is approved by the Owners for participation in the Scheme; 系指支付服务提供者、支付计划、卡计划或卡协会，或经所有者批准参与计划的任何其他实体；
PayNow PayNow	means the funds transfer service available to customers of participating banks and participating e-wallet providers in Singapore that is designated as "PayNow" by the Association of Banks in Singapore; 系指新加坡银行协会指定为“PayNow”并负责为新加坡参与银行和参与电子钱包提供商的客户提供的资金转账服务；
PayNow Account PayNow 账户	the bank account (whether maintained by the Bank or any other participating bank under PayNow, as the case may be) which is linked, via registration on PayNow, to a Registered PayNow User's Proxy, PayNow QR Code, or such other means prescribed by the Bank from time to time under PayNow; 通过在 PayNow 上注册而链接到 PayNow 注册用户代理、PayNow 二维码或本行不时在 PayNow 下规定之其他方式的银行账户(由本行或任何其他参与 PayNow 的银行维护，视情况而定)；
PayNow QR Code PayNow 二维码	means a unique two-dimensional barcode in which the details of Registered PayNow User's Proxy and such other details as may be provided by such Registered PayNow User have been encoded; 系指唯一二维码，其中已编码 PayNow 注册用户代理的详细信息以及该 PayNow 注册用户可能提供的其他详细信息；
PDPA PDPA	means the Personal Data Protection Act 2012 and any and all subsidiary legislation passed thereunder;

	系指《2012 年个人数据保护法》及其通过的任何和所有附属立法；
Purpose 目的	means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any Applicable Laws (including without limitation the PDPA); 系指：(i)使得任何电子指示生效；以及(ii)遵守任何适用法律(包括但不限于 PDPA)；
Proxy 代理	means such unique identifier of a Registered PayNow User registered as such under PayNow, such as: (i) where the Registered PayNow User is a corporation, sole proprietorship, partnership, organisation, club, association, society, government agency or other legal entity, each of the UEN or UEN plus suffix combination of such Registered PayNow User; and (ii) where the Registered PayNow User is an individual, the NRIC number and/or mobile number registered as such under PayNow; 系指 PayNow 下 PayNow 注册用户的唯一标识符，例如：(i)如 PayNow 注册用户是公司、独资企业、合伙企业、组织、俱乐部、协会、社团、政府机构或其他法律实体，则该 PayNow 注册用户的每个 UEN 或 UEN 加后缀组合；及(ii)如 PayNow 注册用户是个人，则在 PayNow 下注册的 NRIC 号码和/或手机号码；
QR Code 二维码	means a unique two-dimensional barcode in which the details of a Customer's Account and (if provided by the Customer) amount of funds payable to such Account have been encoded; 系指已编码客户账户详细信息和(如由客户提供)应付资金金额的唯一二维码；
QR Code Feature 二维码功能	means such features and functionalities of OCBC OneCollect that facilitates the generation of quick response codes for the purposes of enabling OneCollect Transactions; 系指 OCBC OneCollect 为启用 OneCollect 交易而便利生成快速响应代码的特性和功能；
QR Code Printing Specifications 二维码打印规范	means the specifications, branding and presentment protocols relating to the SGQR Code available at http://www.ocbc.com/business-SGQRprintspecs , as amended by the Bank from time to time; 系指与 SGQR 代码相关的规格、品牌标识和提示协议，本行不时修订，可在 http://www.ocbc.com/business-SGQRprintspecs 查阅；
QR Function 二维码功能	means the functionality of generating a QR Code via the Application upon a Customer's request in accordance with the Bank's instructions from time to time, for the purpose of receiving payments from third parties; 系指应客户要求，根据本行不时发出的指示，通过应用程序生成二维码，以接收第三方付款的功能；
Refund Feature 退款功能	means such features and functionalities of OCBC OneCollect that facilitates the Customer in reversing OneCollect Transactions;

	系指 OCBC OneCollect 便于客户撤销 OneCollect 交易的特性和功能；
Registered Devices 注册设备	<p>means Bank-prescribed devices with such third-party identification features which have been registered by the Bank for certain aspects, features, services of the Electronic Services. For the avoidance of doubt, Registered Devices are deemed to be Access Credentials;</p> <p>系指本行规定设备，具有第三方识别功能，已由本行注册，用于电子服务的某些方面、特性或服务；为避免疑问，注册设备被视为访问凭证；</p>
Registered PayNow User PayNow 注册用户	<p>means an individual, corporation, sole proprietorship, partnership, organisation, club, association, society, government agency or other legal entity which is a registered user under PayNow with a participating bank or participating e-wallet provider under PayNow, in respect of one or more valid and active account(s) or e-wallet(s) with such participating bank or participating e-wallet provider;</p> <p>系指个人、公司、独资企业、合伙企业、组织、俱乐部、协会、社团、政府机构或其他法律实体，该机构是 PayNow 下与参与银行或参与电子钱包提供商的注册用户，在该参与银行或参与电子钱包提供商处拥有一个或多个有效且活跃的账户或电子钱包；</p>
Scheme 计划	<p>means the Singapore Quick Response Code Scheme as may be known in the future by any other name;</p> <p>系指新加坡快速反应代码计划，日后可能变更为其他名称；</p>
Scheme Payload 计划消息体	<p>means such payment processing and related information of a Customer's selected Payment Scheme;</p> <p>系指客户所选付款方案的付款处理及相关信息；</p>
SGQR	means the Singapore Quick Response Code;
SGQR	系指新加坡快速反应代码；
SGQR ID SGQR ID	<p>means the Customer's unique identification in the CR for one or more of its business locations, comprising its Customer Record, business address, Scheme Payload, and such other particulars as may be specified in the manuals of the Operator;</p> <p>系指客户在 CR 中一个或多个业务地点的唯一标识，包括其客户记录、业务地址、计划消息体，以及运营者手册中可能规定的其他详情；</p>
SGQR Output SGQR 输出	<p>means any file, data or output which is either (as applicable) provided by the Operator to the Bank or any member of the Scheme, or generated by the Bank or any member of the Scheme, and where the output format has been approved by the Owners;</p> <p>系指由运营者提供给本行或计划成员的任何文件、数据或输出(视情况而定)，或由本行或计划成员生成的任何文件、数据或输出，且输出格式已获所有者批准；</p>
SGQR Service	means a Product provided as a service to facilitate the Customer's registration of its PayNow corporate proxy with the central repository for the SGQR and such other related services for facilitating

SGQR 服务	payments from payors of the customers by means of SGQR as part of the Bank's Electronic Services known as "SGQR Service"; 系指作为服务提供的产品，推进客户在 SGQR 中央存储库注册其 PayNow 公司代理，以及其他相关服务，以方便客户的付款人通过 SGQR 付款，作为本行电子服务的一部分，称为“SGQR 服务”；
SGQR Taskforce	means the Singapore Quick Response Code taskforce co-led by MAS and IMDA;
SGQR 工作组	系指由 MAS 和 IMDA 共同领导的新加坡快速反应代码工作组；
SGQR Transaction	means any payment to be made to the Customer by any person effected with the assistance of and through the Scheme;
SGQR 交易	系指任何人在计划协助下并通过计划向客户支付的任何款项；
Sponsor Bank	means the Participating Bank designated as the Participating BO's sponsor bank in relation to the eGIRO Scheme;
保荐银行	系指被指定为参与 BO 保荐银行的参与银行；
Transaction History Feature	means such features and functionalities of OCBC OneCollect that facilitates the Customer in viewing certain transaction details relating to its past OneCollect Transactions;
交易历史功能	系指 OCBC OneCollect 便于客户查看与其过去 OneCollect 交易相关详情的特性和功能；
UEN	means the Unique Entity Number which serves as a standard identification number for an entity and which is issued by the applicable Unique Entity Number issuance agencies.
UEN	系指唯一实体编号，作为实体的标准识别号码，并由适用的唯一实体编号签发机构予以签发；
VA Authorised User	means a person who has been authorised by the Customer in accordance with the provisions of Clause 13.4;
虚拟账户授权用户	指根据第 13.4 条规定获得客户授权的人；
VA Transaction	means any transaction effected through any use of the OCBC VA Service;
虚拟账户交易	系指通过使用华侨银行虚拟账户服务进行的任何交易；
Virtual Account	means a notional account that is: (a) associated with a Customer's Main Account(s); and (b) referenced by a Virtual Account Number through the use of the OCBC VA Service. For the avoidance of doubt, except where specifically included, a Virtual Account shall not form part of the definition of "Account" in the Terms;
虚拟账户	系指属下列情形的名义账户，即：(a)与客户主要账户相关联；及(b)通过使用华侨银行虚拟账户服务而分配虚拟账号。为避免疑义，除特别注明外，虚拟账户不构成条款中“账户”定义的一部分；
Virtual Account Number	means a proxy account number; and

虚拟账号 系指代理账号；及

VPA means the Virtual Payment Address which serves as an alphanumeric identification code for an e-wallet issued by a participating e-wallet provider under PayNow to either an individual with a retail account or an entity with a corporate account with such participating e-wallet provider.

VPA

指虚拟支付地址，用作 PayNow 下参与电子钱包提供商向持有零售账户的个人或持有公司账户的实体发出的电子钱包字母数字识别代码。

- 16.2 Unless the context requires otherwise, in this Product Addendum, any reference to clauses and addendums are, unless otherwise provided, a reference to clauses of and addendums to this Product Addendum.

除非上下文另有要求，在产品附录中，凡提及条款和附录均系指产品附录的条款和附录，另有规定的除外。