



## 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字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支支取。

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，并将净款项支付给客户，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，否则客户系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和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:

- (1) 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;

- (2) 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

- (3) 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

#### 10. DEFINITIONS

##### 定义

##### 10.1 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：

<b>Access Credential</b> 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;
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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, 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;

系指现时获客户书面授权操作、访问和 / 或接收任何或所有帐户相关信息之人;

**Bank**  
银行

means:  
系指:

- (a) 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

- (b) 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：

- (c) 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；

- (d) 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

- (e) 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的其他实体；

**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

- (f) 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

- (g) 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)；

<b>Electronic Statement</b> 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;
<b>Electronic Transactions History</b> 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;
<b>Foreign Currency</b> 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;
<b>Instructions</b> 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;
<b>Instrument</b> 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;
<b>Intellectual Property Rights</b> 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、半导体布线图权、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；
<b>Physical Credential</b> 实物凭证	means any physical Access Credential;  系指任何实物访问凭证；
<b>Pricing Guide</b> 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；
<b>Procedures</b> 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；
<b>Product</b> 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；
<b>Product Addendum</b> 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；
<b>Relevant Entity</b> 相关实体	is defined in Clause 3.6 of Section B;  定义见第 B 部分第 3.6 条。
<b>Relevant Entity Agreement</b> 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。
<b>Relevant Jurisdiction</b> 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。
<b>Relevant Person</b> 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；
<b>Restricted Person</b> 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")。

<b>Software</b> 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;
<b>SSO Service</b>	is defined in Clause 3.1 of Section B;
<b>SSO 服务</b>	定义见第 B 部分第 3.1 条。
<b>Statement of Account</b> 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;
<b>Third Party</b> 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
<b>Time Deposit</b> 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。

## 11. INTERPRETATION

### 解释

#### 11.1 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"。

#### 11.2 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。

## 12. INDIVIDUAL/JOINT ACCOUNTS

### 个人/联名账户

12.1 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 12;

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 12; 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。

- 12.2 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。

- 12.3 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 endorsers 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：

- (1) 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

- (2) 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](http://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](http://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](http://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](http://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,用于与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。

## 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

<b>CTS 物项</b>	<p>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";</p> <p>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”;</p>
<b>CTS Cheque</b>	means any CTS Article which appears to have been signed, issued or drawn by the Customer on the Bank;
<b>CTS 支票</b>	系指看似已由客户在本行签署、签发或提取的任何 CTS 票据;
<b>CTS Image</b>	means a CTS Item in image format, including electronic images of CTS Articles;
<b>CTS 图像</b>	系指图像格式的 CTS 物项, 包括 CTS 物项的电子图像;
<b>Identified Account</b>	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;
<b>识别账户</b>	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;
<b>Image Return Document</b>	means an image return document as defined in Section 90 of the Bills of Exchange Act 1949;
<b>图像返还文件</b>	系指《1949 年汇票法》第 90 条中定义的图像返还文件;
<b>Joint Account</b>	means an Account that is opened in the names of two or more persons;
<b>联名账户</b>	系指以两人或两人以上名义开立的账户;
<b>OCBC Representatives</b>	OCBC Group's respective business partners and agents;
<b>华侨银行代表</b>	华侨银行集团各自业务合作伙伴和代理商;
<b>Secured Communications</b>	means any service provided via the Electronic Services for receiving and/or transmitting communications between the Customer and Bank.
<b>安全通信</b>	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;
<b>Solutions Provider</b>	means the third party service provider which the Customer has authorised and instructed the Bank to provide/receive Transactional Data of the Identified Account;
<b>解决方案提供商</b>	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;
<b>Transactional Data</b>	means the transactional data provided/received by the Bank on behalf of the Customer to/from the Solutions Provider, including but not limited to:
<b>交易数据</b>	<p>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:</p> <p>(a) the Customer's account information;</p> <p>客户的账户信息;</p>

(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**

means the Transactional Data transmitted/received by the Bank to/from the Solutions Provider in relation to the Identified Account.

**传输数据**

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。

## 8. TIME DEPOSITS

### 定期存款

8.1 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。

8.2 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。

8.3 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。

8.4 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 Foreign Currency Time Deposits and on maturity date for Singapore Dollar Time Deposits (should the maturity date fall on a non-Business Day, notice is to be given the Business day before maturity date).



如客户希望在到期日更改其定期存款，应在外币定期存款到期日前至少两(2)个工作日和新加坡元定期存款到期日前向本行提交书面通知(如果到期日是非工作日，则应在到期日前的工作日发出通知)。

- 1.5 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。

## 9. IN-TRUST ACCOUNTS

### 信托账户

- 9.1 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。

- 9.2 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。

- 9.3 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 beneficiary(ies) 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。

- 9.4 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。

- 9.5 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。

## 10. 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 10, "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。

## **11. OCBC PHONEBANK SERVICE**

### **华侨银行电话银行服务**

- 11.1 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。

## **12. OCBC ALERT NOTIFICATION SERVICE**

### **华侨银行提醒通知服务**

- 12.1 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。

- 12.2 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。

- 12.3 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。

### 13. BIOMETRIC ACCESS CREDENTIALS

#### 生物识别访问凭证

- 13.1 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。

- 13.2 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。

- 13.3 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。

- 13.4 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）。

## 14. OCBC ATM SERVICE

### 华侨银行自动柜员机服务

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。

## 15. PAYNOW

- 15.1 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*

- 15.2 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。

- 15.3 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”)。

- 15.4 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。

- 15.5 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*

- 15.6 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。

- 15.7 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。

15.8 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 15.10 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。15.10

15.9 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。

15.10 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。

- 15.11 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。

- 15.12 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*

- 15.13 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 交易向第三方付款人请求和接收资金转账，而无需透露其账号。

- 15.14 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。

- 15.15 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。

- 15.16 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*

- 15.17 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。

- 15.18 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。

- 15.19 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。

- 15.20 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。

- 15.21 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 15 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。

- 15.22 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)。

## 16. TERMS & CONDITIONS GOVERNING SGQR SERVICE

### 有关 SGQR 服务的条款与条件

16.1 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。

16.2 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。

16.3 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。

16.4 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。

16.5 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。

- 16.6 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。

- 16.7 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。

- 16.8 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。

- 16.9 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。

- 16.10 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。

- 16.11 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。

- 16.12 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。

- 16.13 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。

- 16.14 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。

- 16.15 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。

- 16.16 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。

- 16.17 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。

- 16.18 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。

- 16.19 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。

- 16.20 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。

- 16.21 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)。

- 16.22 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。

- 16.23 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 条项下抵消权应适用于上述赔偿。

16.24 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、有限合伙或有限合伙)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。

**16.25 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。

- 16.26 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。

- 16.27 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其第三方服务提供者)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)。

16.28 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。

- 16.29 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。

- 16.30 Notwithstanding the termination of the SGQR Service for any reason, all indemnities and obligations under this Clause 16, 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, 0 to 16.8, 0 to 0, 0, 16.22 to 0 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。16 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。016.800016.220 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。

## 17. AL-WADI'AH CURRENT/DEPOSIT ACCOUNT

### AL-WADI' AH 往来/存款账户

- 17.1 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。

- 17.2 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。

- 17.3 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。

- 17.4 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。



17.5 No overdrawing of any Al-Wadi'ah Account shall be permitted.

任何 Al-Wadi'ah 账户都不允许透支。

17.6 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。

## 18. TERMS AND CONDITIONS GOVERNING OCBC ONECOLLECT

### 有关 OCBC ONECOLLECT 的条款与条件

18.1 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*

18.2 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*

18.3 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*

18.4 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*

- 18.5 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。

- 18.6 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。

- 18.7 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。

- 18.8 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。

- 18.9 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。

- 18.10 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。

- 18.11 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*

- 18.12 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*

- 18.13 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*

- 18.14 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。本行既不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 & 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。

18.15 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;

18.16 In this Clause 11 (*Terms and Conditions Governing OCBC OneCollect*), the following words and expressions shall have the following meanings:

<b>Payment Rail</b>	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
<b>支付渠道</b>	

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。

## 19. 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

- 19.1 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*

- 19.2 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)。

- 19.3 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](http://www.ocbc.com) and provide at least 30 days' prior written notice; and

通过填写可在 [www.ocbc.com](http://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。

19.4 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*

19.5 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*

19.6 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*

- 19.7 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。

- 19.8 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。

- 19.9 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*

- 19.10 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*

- 19.11 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。

- 19.12 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*

- 19.13 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。

- 19.14 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*

- 19.15 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。

- 19.16 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。

#### 19.17 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*

#### 19.18 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*

- 19.19 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*

- 19.20 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*

- 19.21 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*

- 19.22 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:

- 19.23 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:

- 19.24 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。

- 19.25 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。

- 19.26 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。

- 19.27 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*

- 19.28 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)向本行提供的所有信息(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。

- 19.29 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。

- 19.30 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。

- 19.31 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*

- 19.32 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*

### 19.33 Notwithstanding the submission of a Cancellation Request by the Customer and Clause (ii):

尽管客户提交取消请求和第(ii)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 19.32(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 19.32(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*

### 19.34 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)。

- 19.35 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*

- 19.36 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*

- 19.37 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

19.38 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*

- 19.39 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*

- 19.40 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)。在不限制上述规定的前提下，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、商号和/或类似标志。

#### *Contracts (Rights of Third Parties) Act*

##### *合同(第三方权利)法*

- 19.41 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*

19.42 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。

19.43 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。

## 20. VIRTUAL ACCOUNT SERVICE

### 虚拟账户服务

20.1 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*

20.2 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。为免生疑问，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。

20.3 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*

20.4 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。

20.5 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。

## 20.6 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。

## 20.7 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。

20.8 **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。

20.9 **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*

20.10 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/或任何其他他人(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/或任何其他他人(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。

- 20.11 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。

- 20.12 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。

## 21. DEFINITIONS

### 定义

- 21.1 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;

<b>AI-Wadi'ah 账户</b>	系指 AI-Wadi'ah 储蓄和往来账户；
<b>Application</b> 应用程序	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;  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)；
<b>BO User Agreement</b> BO 用户协议	means the application form and the eGIRO Scheme Billing Organisation User Terms, agreed and accepted by a billing organisation;  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；
<b>Biometric Access Credential</b> 生物识别访问凭证	means any biometric Access Credential, including any Access Credential enrolled through the OCBC OneTouch™ Service and/or OCBC OneLook™ Service;  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；
<b>Controllers</b> 控制人	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;  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；
<b>CR</b> <b>CR</b>	means the SGQR central repository processes comprised in CR Services;  系指由 CR 服务组成的 SGQR 中央存储库进程；
<b>CR Register</b> CR 登记册	means the register of unique SGQR IDs and SGQR Outputs, hosted in the database maintained in the CR System and managed by the Operator;  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；
<b>CR Services</b> CR 服务	means the CR services provided by the Operator to the Owners and members of the Scheme;  系指运营者向所有者及计划成员提供的 CR 服务；
<b>CR System</b> CR 系统	means the system maintained and operated by the Operator for access and use by members of the Scheme in connection with CR Services;

	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；
<b>Credit Notification Feature</b> 贷记通知功能	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;  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；
<b>Customer Record</b> 客户记录	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;  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；
<b>Designated Users</b> 指定用户	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;  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；
<b>eGIRO Authorised User(s)</b> 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；
<b>eGIRO Operating Rules</b> 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；
<b>eGIRO Operator</b> 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；
<b>eGIRO Operator APIs</b> 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；



<b>eGIRO Platform</b>	means the electronic platform known as "eGIRO Aggregator" (or such other successor or replacement name) which is designated or marketed to facilitate the electronic direct debit authorisation process;
<b>eGIRO 平台</b>	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;
<b>eGIRO Scheme</b>	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;
<b>eGIRO 计划</b>	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;
<b>eGIRO Security Credentials</b>	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;
<b>eGIRO 安全凭证</b>	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;
<b>Electronic Instructions</b>	means:
<b>电子指示</b>	系指: <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>

<b>E-Wallet Name</b> 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；
<b>Entity Name</b> 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；
<b>FAST</b> <b>FAST</b>	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；
<b>Face Recognition Features</b> 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；
<b>Fingerprint Recognition Features</b> 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；
<b>GIRO</b> <b>GIRO</b>	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；
<b>IMDA</b> <b>IMDA</b>	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；
<b>In-Trust Account</b> 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；
<b>Main Account</b> 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；

**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 and deposit 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和存入及账单支付)；

**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

**OCBC OneLook™ 服务**

devices, via the application(s) currently designated by the Bank as "OCBC Business Mobile Banking";

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);

**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；

<b>Participating BO Landing Page</b> 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;
<b>Payment Limit</b> 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;
<b>Payment Scheme</b> 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;
<b>PayNow</b> <b>PayNow</b>	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;
<b>PayNow Account</b> <b>PayNow 账户</b>	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);
<b>PayNow QR Code</b> <b>PayNow 二维码</b>	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;
<b>PDPA</b> <b>PDPA</b>	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;
<b>Purpose</b> 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)应付资金量的唯一二维码；

**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

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;

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；为免生疑问，注册设备被视为访问凭证；

**Registered PayNow User**

**PayNow 注册用户**

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;

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；

**Scheme**

**计划**

means the Singapore Quick Response Code Scheme as may be known in the future by any other name;

系指新加坡快速反应代码计划，日后可能变更为其他名称；

**Scheme Payload**

**计划消息体**

means such payment processing and related information of a Customer's selected Payment Scheme;

系指客户所选付款方案的付款处理及相关信息；

**SGQR**

means the Singapore Quick Response Code;

**SGQR**

系指新加坡快速反应代码；

**SGQR ID**

**SGQR ID**

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;

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；

**SGQR Output**

**SGQR 输出**

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;

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；

**SGQR Service**

**SGQR 服务**

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 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”；



<b>SGQR Taskforce</b>	means the Singapore Quick Response Code taskforce co-led by MAS and IMDA;
<b>SGQR 工作组</b>	系指由 MAS 和 IMDA 共同领导的新加坡快速反应代码工作组；
<b>SGQR Transaction</b>	means any payment to be made to the Customer by any person effected with the assistance of and through the Scheme;
<b>SGQR 交易</b>	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；
<b>Sponsor Bank</b>	means the Participating Bank designated as the Participating BO's sponsor bank in relation to the eGIRO Scheme;
<b>保荐银行</b>	系指被指定为参与 BO 保荐银行的参与银行；
<b>Transaction History Feature</b>	means such features and functionalities of OCBC OneCollect that facilitates the Customer in viewing certain transaction details relating to its past OneCollect Transactions;
<b>交易历史功能</b>	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；
<b>UEN</b>	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.
<b>UEN</b>	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；
<b>VA Authorised User</b>	means a person who has been authorised by the Customer in accordance with the provisions of Clause 13.4;
<b>虚拟账户授权用户</b>	指根据第 13.4 条规定获得客户授权的人；
<b>VA Transaction</b>	means any transaction effected through any use of the OCBC VA Service;
<b>虚拟账户交易</b>	系指通过使用华侨银行虚拟账户服务进行的任何交易；
<b>Virtual Account</b>	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;
<b>虚拟账户</b>	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；
<b>Virtual Account Number</b>	means a proxy account number; and
<b>虚拟账号</b>	系指代理账号；及
<b>VPA</b>	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.
<b>VPA</b>	

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。

- 21.2 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。