

**TERMS AND CONDITIONS FOR BANK ACCOUNT****General terms and conditions**

These Terms and Conditions (which include any special or supplemental terms and conditions applicable to any Account as specified by the Bank from time to time) govern the Customer's Account(s) with the Bank and the Products and Services which the Bank may extend to the Customer under the Account.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Terms and Conditions, except to the extent that the context requires otherwise, the following terms shall have the following respective meanings:

<b>"Account"</b>	refers to such account(s) which the Customer may have with the Bank whether alone or jointly with any other person(s) and includes statement savings account, current account, time deposits and any other type of account which may be offered by the Bank from time.
<b>"Bank"</b>	refers to the branch of Oversea-Chinese Banking Corporation Limited in the Hong Kong Special Administrative Region.
<b>"Business Day"</b>	means any day on which banks in Hong Kong and (if applicable) the country of the currency of the deposits are opened for business other than Saturdays, Sundays, and public holidays.
<b>"Customer"</b>	refers to the holder of an Account with the Bank (whether alone or jointly with any other person), and where there is more than one such person, any reference to "Customer" shall be construed, as the context requires, to any, all or each of them.
<b>"Exchange Rate"</b>	means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer.
<b>"Foreign Currency"</b>	refers to any currency other than Hong Kong Dollars.
<b>"Instructions"</b>	refer to the instructions given to the Bank by the Customer in respect of or for the operation of the Account.
<b>"Liabilities"</b>	refers to all monies owed or owing by the Customer to the Bank howsoever arising and whether present, future, actual, contingent, primary, collateral, several or joint.
<b>"Products"</b>	refers to any banking or financial products offered by the Bank from time to time to the Customer on such terms and conditions as may be determined solely by the Bank.
<b>"Services"</b>	means the banking, financial and other services provided by the Bank from time to time to the Customer on such terms and conditions as may be determined solely by the Bank.
<b>"Time Deposit"</b>	refers to the fixed deposit placed by the Customer with the Bank.

1.2 Unless the context requires otherwise:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) words denoting the masculine gender shall also include the feminine gender and vice versa;
- (c) a person includes an individual, a sole proprietor, partnership, firm, company, corporation, association, trust or body unincorporated and its successors and assigns; and
- (d) any reference to a provision of law is a reference to that provision as amended, re-enacted and/or replaced from time to time.

**2. CUSTOMER INSTRUCTIONS**

- 2.1 All Instructions in respect of an Account must be 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. All such Instructions shall be in writing or in such other mode(s) and/or method(s) agreed by the Bank from time to time.
- 2.2 All Instructions once received by the Bank shall not be cancelled, withdrawn or amended unless the Bank in its discretion agrees otherwise.
- 2.3 The Bank may elect not to act on the Customer's Instructions where it results in the total amount of payments exceeding the credit balance in the Account (and any pre-arranged credit, if applicable) 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.
- 2.4 The specimen signatures and signing powers of the Customer or its authorised signatories communicated to the Bank in writing shall remain in effect until such time as the Bank has received and accepted written revocation of the same from the Customer.
- 2.5 It is the Customer's responsibility to take appropriate measures to monitor and control, from time to time, the appointment and change of any authorised signatories, the giving of Instructions by the authorised signatories and to adopt proper safeguards against Instructions being given by unauthorised persons or for unauthorised purposes.
- 2.6 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. The Bank shall be entitled to dishonour any cheque in which the signature of the Customer or its authorised representatives (as the case may be) in the Bank's opinion, which opinion shall be final and conclusive, differs from the specimen signature(s) deposited with the Bank.
- 2.7 The Bank is entitled not to act upon any Instructions without giving any reasons or notice whatsoever.
- 2.8 If there is any ambiguity or inconsistency or conflict in the Instructions, the Bank may choose not to act upon them unless and until the ambiguity, inconsistency or conflict has been resolved to the Bank's satisfaction or the Bank may choose to act only on the Instructions of all the authorised signatories notwithstanding that any relevant existing mandate or instructions require otherwise.
- 2.9 Any transaction effected pursuant to or as a result of an Instruction shall be binding on the Customer in all respects.

**3. ACCOUNTS**

- 3.1 In connection with an application to open or use any Account, Products or Services, or in connection with the maintenance or continuation of use of any Account, Products or Services, the Customer shall supply to the Bank all documents and information requested by the Bank from time to time, including without limitation, (a) self-certification by the Customer and/or the Customer's owners, or any person who exercises control over the Customer, in the Bank's prescribed form or in such other form as may be agreed by the Bank; and (b) all documents and information required by the Bank for the purpose of performing due diligence procedures, including the Bank's Common Reporting Standard (CRS) Policy, which is accessible at <https://www.ocbc.com/business-banking/policies.html> or available on request.
- 3.2 The Customer agrees to be bound by, to observe and perform all its obligations under, and to give all consents or waivers and take all other actions required by, the Bank's Common Reporting Standard (CRS) Policy. Should there be any conflict or inconsistency between any provision of the Common Reporting Standard (CRS) Policy and these Terms and Conditions, the provision of the Common Reporting Standard (CRS) Policy shall prevail.

**4. RENMINBI ACCOUNT AND RENMINBI SERVICES**

- 4.1 The provisions in this Clause 4 apply to the Renminbi Accounts opened by the Bank for the Customers and the Renminbi services provided by the Bank to the Customers. If there is any conflict or inconsistency between any other provision in these Terms and Conditions (or any other applicable terms and conditions) and any provision in this Clause 4, the latter shall prevail to the extent of the conflict or inconsistency.

#### 4.2 Definitions

For the purpose of Clause 4, unless the context otherwise requires, the following terms and expressions shall have the following meaning:-

**"Applicable Regulations"** means any laws, regulations, orders, rules, directions, requests, codes, notices, guidelines, restrictions or the likes (whether or not having the force of law) issued, announced or promulgated from time to time by any government, governmental agency, semi-governmental or judicial entity or body, regulatory, self-regulatory or other authority or organisation, clearing or settlement bank or body exchange in the PRC and Hong Kong (including but not limited to the People's Bank of China and the Hong Kong Monetary Authority) relating to any Renminbi business or service in the PRC or Hong Kong;

**"Hong Kong dollar"** or **"HKD"** means the lawful currency of Hong Kong for the time being;

**"PRC"** means the People's Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);

**"Renminbi"** or **"RMB"** means the lawful currency of the PRC for the time being;

**"Renminbi Accounts"** mean Renminbi Current Account, Renminbi Fixed Deposit Account and Renminbi Savings Account, and **"Renminbi Account"** means any of them;

**"Renminbi Current Account"** means any Renminbi current account opened and maintained by the Customer with the Bank;

**"Renminbi Fixed Deposit Account"** means any Renminbi fixed deposit account opened and maintained by the Customer with the Bank; and

**"Renminbi Savings Account"** means any Renminbi savings account opened and maintained by the Customer with the Bank.

#### 4.3 Account operation

- (a) Subject to other provisions contained in this Clause 4, the Customer may deposit cheques or Renminbi that is converted from Hong Kong dollar or other currency into any Renminbi Savings Account and Renminbi Current Account. All cheques accepted for deposit into any Renminbi Account are credited subject to final payment.
- (b) No Renminbi coins, banknotes or monetary instruments (other than cheques) are accepted for deposit into any Renminbi Account unless otherwise agreed by the Bank.
- (c) The Customer shall not issue cash cheque nor withdraw cash under a Renminbi Current Account. All cheques issued under a Renminbi Current Account must be crossed and marked account-payee only and are non-endorsable and non-transferable.
- (d) Withdrawals of Renminbi cash from a Renminbi Account are subject to the agreement of the Bank and the availability of the Renminbi cash to the Bank. In addition, withdrawals of Renminbi in large amounts (as determined by the Bank) are subject to three Business Days' prior notice to the Bank. The Bank reserves the right to refuse such withdrawal in Renminbi cash for such period as it thinks fit or pay in other currencies.
- (e) The Bank reserves the right not to open any Renminbi Account for the Customer or provide any Renminbi service to the Customer without notice.

#### 4.4 Terms and Conditions applicable to individual customers

- (a) The terms and conditions in this Clause 4.4 shall only apply to Renminbi Accounts opened by and Renminbi services provided to individual customers (which, for the avoidance of doubt, do not include any customer who is a company, sole trader, partnership, club or society) of the Bank.
- (b) On application for opening a Renminbi Account, the Customer warrants and represents to the Bank that the Customer is a holder of Hong Kong identity card or any other identity document acceptable to the Bank.
- (c) Unless the Bank agrees otherwise, no overdraft facility will be offered and no overdraft is allowed in respect of any Renminbi Account.
- (d) Unless the Bank agrees otherwise, a Customer must at least maintain one Renminbi Savings Account with the Bank at any time when the Customer maintains any Renminbi Current Account with the Bank.
- (e) The Customer may draw cheques on a Renminbi Current Account for use in Hong Kong and for acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in the PRC on condition that the maximum amount that may be drawn under each such cheque is RMB80,000 or such other amount as may be specified by the Bank from time to time.
- (f) The Customer shall ensure that the total amount of cheques (that are issued and drawn in relation to the payment for the acquisition of consumer goods and/or services within the Guangdong Province (including Shenzhen) in the PRC) presented for payment under a Renminbi Current Account on any day does not exceed RMB80,000 or such other amount as may be specified by the Bank from time to time.
- (g) Subject to Clause 4.4(f) above, the Customer shall ensure that the total amount of cheques presented for payment under a Renminbi Current Account on any day does not exceed such maximum amount as may be specified by the Bank from time to time. In the event that such maximum amount is exceeded, the Bank may at its absolute discretion (but is not obliged to) and without prior notice to the Customer: (i) pay some of the cheques presented for payment under the Renminbi Current Account on the same day, in such order as may be determined by the Bank, so that the total sum paid on such day will be kept within such maximum amount; and/or (ii) return any one or all presented cheques; and/or (iii) pay any such cheques by automatically transferring from any Renminbi Savings Account of the Customer to the Renminbi Current Account at the transfer time (as designated by the Bank from time to time) on the next Business Day such sum as the Bank thinks fit for settlement of such cheques.
- (h) The Bank may from time to time determine the maximum amount allowed to be credited to a Renminbi Current Account. The amount of the credit balance in any Renminbi Current Account at the cut-off time (as designated by the Bank from time to time) on each Business Day shall be subject to a maximum amount of RMB80,000 or such other amount as may be specified by the Bank from time to time. The Bank is authorised to transfer any excess amount in a Renminbi Current Account to any Renminbi Savings Account or any other account maintained by the Customer with the Bank at any time, or dispose the excess amount in any other manner as the Bank thinks fit without prior notice to the Customer.
- (i) For exchange made through an account, the Bank may provide exchange service to the Customer for conversion of Renminbi deposit to Hong Kong dollar fund or vice versa and the maximum amount of conversion allowed for each Customer per day is such amount as may be specified by the Bank from time to time. If exchange is made in cash, the maximum amount per transaction is such amount as may be specified by the Bank from time to time.
- (j) The Bank may provide remittance service to the Customer for remitting Renminbi fund from a Renminbi Account to a bank account under the same name of the Customer maintained with a bank or financial institution in the PRC. The maximum amount allowed to be remitted by each Customer per day under such service is RMB80,000, or such other amount as may be specified by the Bank from time to time.
- (k) Any remittance from the PRC to be deposited into any Renminbi Account of the Customer is subject to the approval of the Bank and the relevant authorities.

#### 4.5 Miscellaneous

- (a) In connection with any banking transactions denominated in Renminbi cleared or settled through the Renminbi clearing and settlement system established in Hong Kong, the Customer acknowledges that the operation of the Renminbi clearing and settlement system will be subject to the Renminbi Clearing House Rules (including without limitation the Operating Procedures referred to therein)(as the same may be modified from time to time).
- (b) The Customer confirms that the Customer is aware of the following risks related to RMB:-
  - (i) The currency exchange rate of RMB may fluctuate from time to time;
  - (ii) RMB is currently not a freely convertible currency; and
  - (iii) Conversion of RMB into other currency through banks in Hong Kong is subject to restrictions.The Customer further confirms that the Customer accepts the above risks.
- (c) Notwithstanding anything contained herein and unless otherwise agreed by the Bank, the operation of all Renminbi Accounts (including the use of cheques) and the provision of Renminbi services shall be subject to the Applicable Regulations.
- (d) In addition and without prejudice to the Bank's right in relation to the operation of accounts and the provision of services, the Bank reserves the right to (i) take, or refrain from taking, such action as it at its sole discretion deems appropriate notwithstanding any contrary provision in any agreement with the Customer; (ii) amend or add any terms and conditions applicable to any Renminbi Accounts and Renminbi services; (iii)

suspend, vary or terminate provision of any Renminbi services; and (iv) terminate any Renminbi Account or transfer or convert any amount in any Renminbi Account, according to or in order to comply with the Bank's agreement with the clearing bank (or the Bank's settlement bank) and the Applicable Regulations at any time and from time to time.

- (e) The Bank has the right to report all or any transactions and information relating to the Customer, any Renminbi Accounts and Renminbi services to the relevant authorities and such persons as required under the Bank's agreement with the clearing bank (or the Bank's settlement bank) and the Applicable Regulations without notice.

## 5. REMITTANCE

- 5.1 The Customer acknowledges that in the course of providing service for remittance whether by way of order, draft or money transfer (the "**Remittance**"), it may be necessary for the Bank to instruct correspondents, agents or subcontractors, whether local or overseas, to effect the same or any part thereof. The Bank shall not be responsible for any loss or damage in the failure or delay of the remittance caused by such agent or subcontractor beyond the reasonable control of the Bank.
- 5.2 The Bank reserves the right not to accept or process any application for Remittance without notice or giving any reason. The Customer has no right to cancel, amend or revoke any application for Remittance without the Bank's written consent.
- 5.3 Unless otherwise specified in writing, the Remittance shall be effected in the currency of the country where the Remittance is made payable, at the prevailing rate of exchange of the Bank's correspondent, agent or third party.
- 5.4 The processing of any Remittance is subject to possible cut-off times designated by the Bank from time to time. The Bank shall not warrant that the Remittance can be processed or completed within any time specified or requested by the Customer (whether in the application or not) and the Bank shall not be liable for any loss or damage incurred or suffered by the Customer in connection therewith.
- 5.5 Without prejudice to the generality of Clause 2.3 and Clause 5.2, the Bank is entitled not to act on a Customer's instruction on Remittance without notice to the Customer if the relevant account of the Customer does not have sufficient credit balance (and any pre-arranged credit, if applicable) at the relevant time.
- 5.6 Any encashment of the Remittance shall be subject to the prevailing laws, administrative orders, policies, foreign exchange control or acts of government and market practice of the receiving country. The Bank, its employees, correspondents, agents or subcontractors shall not warrant the validity and legality of the Remittance in the receiving country and shall not be liable for any loss or damage arising out of the failure or delay of the Remittance caused by the prevailing laws, administrative orders, policies, foreign exchange control or acts of government and market practice or otherwise beyond the control of the Bank.
- 5.7 In the event any order or draft is lost, stolen or destroyed, the Customer shall forthwith notify the Bank in writing and shall provide sufficient information for the Bank to identify the order or draft for cancellation at the costs of the Customer. The Bank shall not entertain any request for refund or replacement of such order or draft unless and until the Customer shall provide a full indemnity in writing to the Bank and comply with the administrative procedures therefor. The Bank shall not be liable for any loss or damage to the Customer caused by the failure or delay of the Customer in notifying the same.
- 5.8 Notwithstanding Clause 5.7, the Bank reserves the right in its sole discretion to decide whether any request for refund or replacement will be accepted.
- 5.9 The Bank, its employees, agents or subcontractors shall not be liable to the Customer in the following situations:-
- (a) Any error, delay or default in the transmission of the Remittance beyond the control of the Bank;
  - (b) Failure or delay in delivery of any order, draft or payment instructions delivered by ordinary course of post, cable, telegraph or other electronic means;
  - (c) Delay in the presentation of the order or draft to the drawee for payment in the receiving country;
  - (d) Failure or delay of local bank or financial institution in the receiving country to identify or locate the named payee; or
  - (e) The refusal or inability of the drawee to effect payment by reason of the prevailing laws, administrative orders, policies, foreign exchange control or acts of government and market practice or otherwise beyond the control of the Bank, its employees, agents or sub-contractors.
- 5.10 Should the Remittance fail by reason beyond the reasonable control of the Bank, its employees, agents or subcontractors, the Bank shall not be encumbered to provide assistance to the Customer to recall the Remittance in the receiving country unless and until the Customer shall provide full indemnity to the Bank for any loss and damage incurred consequential to providing such assistance, whether or not such assistance being successful or not. Notwithstanding the provision of such assistance, the Bank shall only be liable to the Customer for refund if the Remittance or any part thereof is recovered by the Bank.
- 5.11 The Customer further agrees that the Bank may use its head office, any branch, affiliate, group company or processing centre of Oversea-Chinese Banking Corporation Limited ("**Processing Person**") in any jurisdiction for processing outward Remittances made by the Customer and the Customer understands that in the process, information relating to the application and Remittance would be routed through and disclosed to the relevant Processing Person. The Bank and the relevant Processing Person will not disclose details of such Remittance to any third parties other than the Bank and the employees, correspondents and agents of the relevant Processing Person except when the Bank or the relevant Processing Person is required by law, court order or regulatory authority to provide such information.
- 5.12 The Customer shall pay all charges, commissions, fees, expenses and outgoings of or incurred by the Bank relating to the Remittance and the Bank may debit any account of the Customer with any such sum payable by the Customer.
- 5.13 If the currency of the Remittance is Renminbi, the Customer acknowledges and agrees that:-
- (a) the Remittance is subject to any laws, regulations, orders, rules, directions, requests, codes, notices, guidelines, restrictions or the likes (whether or not having the force of law) issued, announced or promulgated from time to time by any government, governmental agency, semi-governmental or judicial entity or body, regulatory, self-regulatory or other authority or organisation, clearing or settlement bank or body exchange in the People's Republic of China and Hong Kong (including but not limited to the People's Bank of China and the Hong Kong Monetary Authority) relating to any Renminbi business or service in the People's Republic of China or Hong Kong (the "**Applicable Regulations**");
  - (b) the Customer (i) warrants and represents that the Remittance will fully comply with any relevant requirements of the Applicable Regulations (including but not limited to requirements relating to the purpose and the recipient of the Remittance); and (ii) will upon request provide any document or information as the Bank may require in connection with such transaction or as required under the Bank's agreement with the clearing bank (or the Bank's settlement bank) and the Applicable Regulations;
  - (c) the Customer hereby confirms that the subject Renminbi Remittance adheres to all relevant Mainland rules and requirements;
  - (d) the Bank has the right to report all or any transactions and information relating to the Customer and the Remittance to the relevant authorities and such persons as required under the Bank's agreement with the clearing bank (or the Bank's settlement bank) and the Applicable Regulations without notice; and
  - (e) if the fund to be remitted in Renminbi is fully or partially made available through the Bank's conversion service and the Remittance is rejected, cancelled or unsuccessful for any reason, the Bank is entitled to convert such fund (before actual remittance or after receiving the return of the fund or otherwise) or any part thereof back to the original currency at the prevailing exchange rate as quoted by the Bank and deposit the converted amount (subject to deduction of any charges and expenses of the Bank) to any account of the Customer as refund of such Renminbi fund or any part thereof.
- 5.14 The Customer assumes all risks and responsibility in the event of delay, mistake or omission in transmission of the message in relation to the Remittance or from its misinterpretation when received.
- 5.15 The application form for Remittance (including any letter or document given by the Customer which makes an application to the Bank for Remittance or gives instruction to the Bank to effect a Remittance, the "**Remittance Application Form**") shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

5.16 In the case of any discrepancy between the English and Chinese versions of the Remittance Application Form, the English version shall prevail.

## 6. DEPOSITS

- 6.1 The Bank may at any time without notice to the Customer and at its sole discretion and without liability or disclosing or assigning any reason to the Customer refuse any deposit or limit the amount which may be deposited and return all or any part of an amount tendered to the Bank for deposit. The Bank may set (at its absolute discretion) the minimum amount required to open an account (such minimum amount may vary from time to time at the Bank's absolute discretion). The Bank reserves the right not to accept deposits in Foreign Currency.
- 6.2 Any deposit made by the Customer shall 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 discretion.
- 6.3 Deposit(s) established with the proceeds of cheques will be value dated after clearance.

## 7. COLLECTION

- 7.1 All cheques which are deposited are received by the Bank as agent for collection and the Bank may route any such cheques for collection to the drawee for handling in accordance with their respective regulations. Foreign currency cheques and postal and money orders received for collection will be credited only after payment is received by the Bank. Cheques drawn on banks in Hong Kong are credited to the account when deposited but cannot be drawn against until the proceeds have been received into the account. The Bank will debit the account if such cheques are dishonoured and reverse any interest which has been calculated or credited in respect of such items.
- 7.2 Any transfer whether mail, telegraphic or electronic or negotiable instrument accepted for deposit may not be withdrawn until such proceeds have been received by the Bank. Where such transfer is invalidated for whatever reason, the Customer's account will be debited immediately and the Bank may reverse any interest which has been calculated or credited in respect of such items.
- 7.3 The Bank may refuse to accept for collection cheques and other instruments drawn to the order of third parties. Where they 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 all endorsements. Multiple endorsements on cheques or other instruments made to the order of third parties will not be accepted by the Bank unless prior arrangements have been made with the Bank.
- 7.4 All drafts, promissory notes, bills of exchange and other orders for payment (hereinafter referred to as the "item" or "items" as the case may be) received by the Bank for credit to an account are subject to the following conditions:
- When a payment is made into an account, any credit given is provisional and may be reversed until the moneys represented by such payment have been received by the Bank. The Bank reserves the right to accept any item for collection only.
  - The Bank may forward an item directly to the bank where it is payable or to any selected agent, who may collect the item 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.
  - The Bank's rights against the Customer on any item shall not be prejudiced by (i) loss, mutilation or dishonour of any item; (ii) any proceedings taken thereon by the Bank; or (iii) the entering into an arrangement (which is hereby authorised by the Customer) with any third party.
  - The Bank shall not, in the absence of negligence or wilful misconduct, be responsible for failure or delay in crediting an account whether arising from (but not limited to) (i) stop payment instructions; (ii) loss through the mail; (iii) late, or failure of, presentation, demand, collection or giving of notice of non payment; or (iv) dishonour of any item, voucher or statement.
  - The Customer hereby waives protest, presentation and notice of dishonour of any item, and (in the absence of negligence or wilful misconduct on the Bank's part) hereby waives the right of counter claim or set off against the Bank.

## 8. INTEREST

Where applicable the Bank will pay interest at its prevailing interest rate for the relevant account. Interest will be credited at such intervals as determined solely by the Bank from time to time. In accordance with market practice, the Bank may levy charges on credit balance.

## 9. WITHDRAWALS

- 9.1 Withdrawal of any or all amounts placed in Foreign Currency deposits is subject to availability of funds. Payments of the amounts to be withdrawn will, unless otherwise agreed to by the Bank, be made by the Bank by way of cashier's order or demand draft or telegraphic transfer in the currency in which the deposit was made.
- 9.2 All deposits and monies paid into or held or owing by the Bank shall be payable or repayable by the Bank only at the branch at the Bank in Hong Kong Special Administrative Region at which the Account is maintained.
- 9.3 Withdrawals by the Customer shall 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 discretion. Withdrawals may be made only upon receipt by the Bank of withdrawal instructions satisfactory to it including requiring the production by the Customer or the authorised signatory/signatories his/their identity card or passport. Except with the prior written consent of the Bank, no withdrawal may be made otherwise than 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 the Bank shall not, in the absence of negligence or wilful misconduct, be liable for any loss, damage or liability incurred or suffered by the Customer in connection with such arrangements, in respect of which the Customer shall indemnify the Bank against any liability or reasonable expense which it may incur.
- 9.4 Cash in Hong Kong Dollars will be paid to the Customer after rounding down to the nearest ten cents. This constitutes full payment.

## 10. BANK SERVICES RELATING TO FASTER PAYMENT SYSTEM

- 10.1 The provisions in this Clause 10 apply to the Bank Services. The Bank provides the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Clause 10 forms part of these Terms and Conditions for Bank Account ("**Existing Terms**"). Other provisions of the Existing Terms continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 10. If there is any conflict or inconsistency between any other provision in these Terms and Conditions (or any other applicable terms and conditions) and any provision in this Clause 10, the latter shall prevail to the extent of the conflict or inconsistency.

- 10.2 For the purpose of this Clause 10, the following terms have the following meanings:

**"Bank Services"** means the services provided by the Bank to customers from time to time to facilitate payments and funds transfers using HKICL FPS, the eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

**"Default Account"** means the account maintained by the Customer with the Bank or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

**"eDDA"** means a direct debit authorisation set up by electronic means using HKICL FPS.

**"eDDA Service"** means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

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

**"HKICL FPS" or "Faster Payment System"** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service.

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

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

- "Regulatory Requirement"** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, the Bank or any other Participant or the respective affiliates or group companies, or the Customer is subject or is expected to comply with from time to time.
- 10.3 By requesting the Bank to set up any eDDA for the Customer using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Customer will be regarded as having accepted and will be bound by the provisions of this Clause 10. The Customer should not request the Bank to set up any eDDA for the Customer and should not initiate any payment or funds transfer using the HKICL FPS unless the Customer accepts the provisions of this Clause 10.
- 10.4 Scope of Bank Services and conditions for use
- (a) The Bank provides the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, the Customer shall accept and follow these conditions and procedures.
  - (b) The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.
  - (c) In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using HKICL FPS, the Customer shall provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
  - (d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
  - (e) The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.
- 10.5 eDDA Service
- In order to enable the Bank to handle a request for the Customer in relation to eDDA setup, the Customer shall provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes.
- 10.6 The Customer's responsibility
- (a) Present genuine owner or authorised user of accounts  
The Customer can only set up eDDA for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each account provided to the Bank for registration in the eDDA Service. By instructing the Bank to register any account for the Customer in relation to the Faster Payment System, the Customer confirms that the Customer is the present genuine owner or authorised user of the relevant account.
  - (b) Correct information
    - (i) The Customer shall ensure that all the information provided by the Customer for any eDDA setup is correct, complete, up-to-date and not misleading. The Customer shall notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.
    - (ii) The Customer is fully responsible for using the correct and up-to-date records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and HKICL FPS due to incorrect or outdated records.
  - (c) Timely updates  
The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending any eDDA setup, including without limitation changing the Customer's Default Account, or terminating any eDDA. The Customer acknowledges that keeping the Customer's eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated eDDA or related records.
  - (d) Transactions binding on the Customer
    - (i) For any payment or funds transfer, once the Customer confirms the details of a transaction and submits instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.
    - (ii) For any eDDA setup, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any eDDA setup in accordance with the procedures and requirements prescribed by the Bank from time to time.
  - (e) Use Bank Services responsibly  
The Customer must use the Bank Services in a responsible manner. In particular, the Customer shall comply with the following obligations:
    - (i) The Customer must comply with all Regulatory Requirements that govern the Customer's use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
    - (ii) In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
  - (f) Other obligations regarding payments and funds transfers  
Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Clause 10 and other applicable provisions in the Existing Terms. The Customer shall comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
  - (g) The Customer is responsible for its authorised persons  
Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
    - (i) the Customer is responsible for all the acts and omissions of each person authorised by the Customer;
    - (ii) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and
    - (iii) the Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Clause 10 that are applicable to him/her when acting on its behalf.
- 10.7 The Bank's responsibility and restriction of liability
- (a) The Bank will process and submit the Customer's instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS and other Participants nor the timing on which the Customer's instructions or requests are executed by HKICL FPS and other Participants. Where the Bank receives status

update notifications involving any of the Customer's eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank may notify the Customer accordingly by such means and at such time as the Bank considers appropriate.

- (b) Without reducing the effect of Clause 10.7(a) above or the provisions of the Existing Terms:
- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;
  - (ii) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
    - (1) the Customer's failure to comply with its obligations relating to the Bank Services; and
    - (2) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond the Bank's reasonable control; and
  - (iii) in no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (c) The Customer's confirmation and indemnity
- (i) Without reducing the effect of any indemnity given by the Customer under other provisions of the Existing Terms or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Bank Services or the Customer's use of the Bank Services.
  - (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

#### 10.8 Collection and use of Customer Information

- (a) For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:
- (i) the Customer;
  - (ii) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of any eDDA to be set up by the Customer; and
  - (iii) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of its directors, officers, employees, authorised persons and representatives,
- all personal data and information provided to the Bank or compiled by the Bank from time to time in connection with the Bank Services are collectively referred to as "**Customer Information**".
- (b) The Customer agrees (and, where applicable, for and on behalf of each of the Customer's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
- (i) providing the Bank Services to the Customer, maintaining and operating the Bank Services;
  - (ii) processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;
  - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
  - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
  - (v) purposes relating to any of the above.
- (c) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by HKICL, the Bank or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than those of the Customer (including any persons specified in Clauses 10.8(a)(ii) or 10.8(a)(iii) above), the Customer confirms that the Customer will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, the Bank and the other Participants as specified in this Clause 10.8.

#### 11. CHEQUES

- 11.1 Cheque books are available only for use with current accounts (or such other accounts as the Bank may from time to time decide); no withdrawal may be made by cheque against any other type of account.
- 11.2 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 discretion agree.
- 11.3 Any cheque drawn on the Bank shall be on the Bank's cheque form issued by the Bank for that account. Cheques must be drawn in the designated currency for that account. Cheques must be so drawn as to prevent additions and alterations after issue, and in particular, unless the Bank otherwise agrees, all blank spaces on cheques must be legibly completed and the word "only" should be added after the amount in words. Unless the Bank otherwise agrees, all alterations and/or additions must be confirmed by the full signature(s) of the signatory(ies) and such signature(s) shall be conclusive evidence of such alterations and/or additions.
- 11.4 Cheques must be duly signed in accordance with specimen signature(s) and authorisations provided by the Customer to the Bank. Cheques may be dishonoured by the Bank if irregular in any manner, and the Bank may refuse to pay over the counter cheques in which the word "bearer" has been cancelled, without any liability on the part of the Bank (in the absence of negligence or wilful misconduct). 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. The Customer will assume full responsibility for the correctness and validity of all endorsement appearing on cheques drawn on current accounts.
- 11.5 The Bank reserves the right to return cheques due to insufficient funds in the Account, technical error on the cheques or any other reasons and to impose a service charge in respect of returned cheques. Cheques deposited by the Customer and which have been dishonoured may be returned at the Customer's own risk and expense by ordinary post to the Customer at the Customer's last address registered with the Bank.
- 11.6 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 as soon as possible notify the Bank.
- 11.7 Upon the closing of an account either by the Customer or by the Bank, all cheque forms previously issued to the Customer and not used shall become the property of the Bank, and the Customer shall forthwith return them to the Bank.
- 11.8 Cheques drawn by the Customer may, after payment and recording in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("**HKICL**") for the period stated in the rules relating to the cheque clearing system operated by HKICL and after this, they may be destroyed. The Customer authorises the Bank to contract with collecting banks and HKICL accordingly.

## 12. E-CHEQUES DEPOSIT SERVICES

- 12.1 The provisions in this Clause 12 apply to the Bank's services relating to e-Cheques. This Clause 12 forms part of these Terms and Conditions for Bank Account ("**Existing Terms**"). The provisions of the Existing Terms which apply to paper cheques or generally to the Bank's services continue to apply to e-Cheques and the Bank's e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Clause 12. If there is any conflict or inconsistency between any other provision in these Terms and Conditions (or any other applicable terms and conditions) and any provision in this Clause 12, the latter shall prevail to the extent of the conflict or inconsistency.
- 12.2 For the purpose of this Clause 12, the following terms have the following meanings:
- "Bills of Exchange Ordinance"** means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
- "Clearing House"** means Hong Kong Interbank Clearing Limited and its successors and assigns.
- "Deposit Channel"** means any channel offered by the Bank from time to time for presentation of e-Cheques for deposit.
- "e-Cheque"** means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.
- "e-Cheques Deposit Services"** mean the services offered by the Bank to Customers from time to time for depositing e-Cheques.
- "e-Cheque Drop Box"** or **"e-Cheque Drop Box Service"** means an electronic drop box provided by the Clearing House that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
- "e-Cheque Drop Box Account"** means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
- "e-Cheque Drop Box Terms"** means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.
- "Industry Rules and Procedures"** means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.
- "Payee Bank"** means the bank at which a Payee Bank Account is held.
- "Payee Bank Account"** means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.
- "Payer Bank"** means the bank which digitally signed an e-Cheque created by its customer.
- 12.3 The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- 12.4 e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Bank's Deposit Channels, in accordance with the provisions of this Clause 12.
- 12.5 The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- 12.6 The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
- the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
  - any fees and charges payable by the Customer for the e-Cheques Deposit Services.
- 12.7 The e-Cheques Deposit Services may allow presentation of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Bank's Deposit Channels.
- 12.8 e-Cheque Drop Box Service
- The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the Customer's use of the e-Cheque Drop Box Service. The Customer is solely responsible for performing the Customer's obligations under the e-Cheque Drop Box Terms.
  - In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer's same-name account or an account other than the Customer's same-name account. The Customer is responsible for the presentation of all e-Cheques by the Customer or any other person using the Customer's e-Cheque Drop Box Account (including presentation of any e-Cheques to a Payee Bank Account other than the Customer's same-name account).
  - Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but has no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer's request, the Bank may (but has no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer's e-Cheque Drop Box Account.
  - The Bank gives no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, the Customer bears the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- 12.9 Bank's Deposit Channels
- The Bank may specify, amend or vary from time to time (a) the available Deposit Channels; and (b) the terms and conditions governing the use of any Deposit Channel.
- 12.10 Handling of e-Cheques
- The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques.
- 12.11 Restriction of the Bank's liability
- Without reducing the effect of the provisions of the Existing Terms:
- the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's negligence or wilful default or that of the Bank's officers, employees or agents;

- (b) in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):
  - (i) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
  - (ii) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Deposit Services;
  - (iii) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance;
  - (iv) any misuse or unauthorised access or use of the e-Cheques Deposit Services;
  - (v) any failure of the Bank to detect a duplicate presentment of an e-Cheque and payment made against such duplicate presentment of the same e-Cheque, other than due directly and solely to the Bank's negligence or wilful default;
  - (vi) any disclosure, leakage or loss of data or confidential information other than due directly and solely to the Bank's negligence or wilful default;
  - (vii) the termination, suspension or variation by the Bank of the e-Cheques Deposit Services (or any part thereof); and
  - (viii) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- (c) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

12.12 The Customer's confirmation and indemnity

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

**13. STOP PAYMENT ORDERS**

- 13.1 If the Customer desires to countermand or stop payment of a cheque which the Customer has drawn, complete written instructions and information fully identifying the cheque, including (a) the cheque number; (b) the date of issue; (c) the payee's name (if any); and (d) the amount, should be provided to the Bank. Following receipt of these written instructions, the Customer will complete any further documentation required by the Bank. Such stop payment instructions, if accepted by the Bank, will be acted on by the Bank on a best endeavours basis and the Bank may at its absolute discretion elect not to accept or act on these instructions for any reason.
- 13.2 Where the stop payment instructions are accepted by the Bank, the Customer irrevocably and unconditionally agrees (a) to indemnify and at all times keep the Bank indemnified against any loss, damage, liability or reasonable expense whatsoever which may be incurred or suffered by the Bank as a result of any non-payment of the relevant cheque; (b) that as the Bank needs only to use its best endeavours to carry out the Customer's instructions; (c) to notify the Bank promptly in writing if the relevant cheque is recovered or destroyed, or if these instructions are otherwise cancelled; and (d) that these instructions are valid for one (1) year from the date of receipt of such instructions from the Customer, or such other period as the Bank may prescribe.

**14. STATEMENTS OF ACCOUNT**

- 14.1 The Bank will furnish the Customer with statements of account ("**Statement of Account**") at monthly intervals or at such intervals as the Bank may prescribe unless otherwise required by law. The Customer agrees to verify the correctness of all details contained in each Statement of Account and to notify the Bank within 90 days from the date of such Statement of Account of any discrepancies, omissions, errors, unauthorised debits or other transactions or entries therein. Upon expiry of this period, the details in the Statement of Account shall be binding and conclusive against the Customer, who shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect thereof, except as to alleged errors so notified by the Customer but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer.
- 14.2 The Customer will not however be liable as a result of non notification within the 90-day period for unauthorised transactions arising from forgery or fraud (a) by any third party in relation to which the Bank has failed to exercise reasonable care and skill, or (b) by the Bank's employee or agent, or other unauthorised transactions arising from the Bank's default or negligence. For the avoidance of doubt, this Clause does not apply unless the Customer is a private individual (excluding companies, sole traders, partnerships, clubs and societies).

**15. TIME DEPOSITS**

- 15.1 Any Time Deposit advice issued by the Bank is merely an advice given to the depositor of the cash or of the cheque which has not yet been cleared. It is not a document of title and is not transferable. It is not a receipt and no time deposit receipt will be issued for such deposits.
- 15.2 Time Deposit transactions will only be accepted by the Bank on a Business Day.
- 15.3 A deposit advice will be given for each deposit placed with the Bank. The deposit advice is only evidence of deposit and not a document of title and cannot be pledged as security. Immediate written notice should be given to the Bank if the deposit advice is not received by the Customer or is lost, stolen, destroyed or mislaid. The Bank may at its discretion and upon receiving a satisfactory indemnity, issue a replacement deposit advice to the Customer.
- 15.4 Interest will accrue on moneys placed with the Bank on Time Deposit for the period and at the rate specified in the deposit advice.
- 15.5 Moneys placed with the Bank on Time Deposit shall, in the absence of any express agreement in writing by the Bank to the contrary, be repayable only to the Customer, and only on the maturity date referred to in the relevant deposit advice together with accrued interest up to that date. The Customer may not withdraw any such moneys (whether in whole or in part) before such maturity date. Upon the expiry of the period ending on the first maturity date, and upon each subsequent maturity date, the Time Deposit will, at the Bank's option, automatically be renewed for a like period commencing on such maturity date at the interest rate then prevailing for such Time Deposit unless the Bank receives from the Customer written notice to the contrary at least two (2) Business Days before the relevant maturity date for Foreign Currency funds and on the relevant maturity date for Hong Kong Dollar funds (provided always that if the relevant maturity date is not a Business Day, notice is to be given on the Business Day immediately before the relevant maturity date) or unless such moneys are withdrawn at maturity.
- 15.6 In the event of renewal upon the first maturity date and upon each subsequent maturity date (as the case may be), unless the Customer expressly requests otherwise, the interest accrued up to the first maturity date or each subsequent maturity date (as the case may be) will be added to the Time Deposit balance at the expiration of the relevant period and in such case, the Time Deposit balance will be so increased by the amount of such interest for the purposes of the subsequent period of Time Deposit.
- 15.7 Withdrawals may be made by submitting a withdrawal request in form and signature satisfactory to the Bank. In the event that the Customer requests the withdrawal of moneys placed with the Bank on Time Deposit before the maturity date, the Bank may, in its sole and absolute discretion and on such terms as it thinks fit, 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. Two (2) Business Days' notice in advance has to be given by the Customer to the Bank for such withdrawals in respect of Foreign Currency deposits.

15.8 A Time Deposit, which would otherwise mature on a non Business Day, matures on the next Business Day.

## **16. INDIVIDUAL/JOINT ACCOUNT(S)**

16.1 Where the Customer is an individual, the Customer's executor or administrator will be the persons recognised by the Bank as the Customer's successor in the event of the Customer's death. Upon notice of the Customer's death, the Bank shall be entitled to freeze the Account until such time the Customer's successor produces a grant of probate or letters of administration.

16.2 If any Account(s) is/are opened in the names of two or more persons ("**Joint Account(s)**"), such persons shall be jointly and severally liable for all liabilities incurred on the Joint Account(s).

(a) Where the Joint Account(s) is/are operated with a single signing authority, instructions from any one of the Joint Account(s) holders will be accepted by the Bank and such instructions will be binding on the other Joint Account(s) holders.

If, prior to acting on instructions received from one Joint Account(s) holder, the Bank receives contradictory instructions from another Joint Account(s) holder, the Bank may choose to act thereafter only on the mandate of all the Joint Account(s) holders of the Joint Account(s) notwithstanding the Joint Account(s) require single signing authority.

Upon notice of the death of any one of the Joint Account(s) holders, the Bank shall be entitled to pay the credit balance in the Joint Account(s) to the survivor and if more than one survivor, in their joint names provided that prior to such payment, the indebtedness of any of the Joint Account(s) holders to the Bank may first be set off from the said credit balance.

(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.

Upon notice of the death of any one of the Joint Account(s) holders, the Bank shall be entitled to freeze the Account and to retain the credit balance in the Joint account until such time the Joint Account(s) holder's successor produces a grant of probate or letters of administration.

(c) The Joint Account(s) holder and their estate, together with the other Joint Account(s) holders, undertake to indemnify the Bank and to keep the Bank indemnified (in the absence of negligence or wilful misconduct on the Bank's part) against all claims, losses, damages, reasonable costs and expenses including those arising from

(i) the payment of the credit balance in the Joint Account(s) to the survivor(s) in the manner stated as aforesaid;

(ii) the freezing of the Joint Account(s) and the retention of the credit balance in the Joint Account(s) in the manner stated as aforesaid; and

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

The Bank shall be entitled to debit from the Joint Account(s) such claims, losses, damages, reasonable costs and expenses at the Bank's sole discretion.

16.3 Upon production of a grant of probate or letters of administration, the Bank may, on the request of the Customer, open an account in the name of the estate of the deceased. The executor, the administrator of the estate or the personal representative of the deceased shall operate the Account in accordance with the probate or the letters of administration so granted.

## **17. SOLE PROPRIETORSHIP OR PARTNERSHIP**

17.1 If the Customer is a sole proprietorship or a partnership:

(a) the Bank is authorised to honour and to comply with all cheques, promissory notes and other orders drawn, and all bills accepted on behalf and in the name of Customer in question, whether the current account be in credit or overdrawn, to comply with all Instructions given for or in connection with the Account(s) on behalf of the Customer, including, without limitation, an Instruction to close the Account(s) unless otherwise agreed with the Bank, for which all partners shall be jointly and severally liable if it is a partnership, and to accept and act upon all receipts for monies deposited with or owing by the Bank on the Account(s), provided that such cheques, promissory notes, orders, bills, directions or receipts are signed or given by the sole proprietor or such partners or such authorised persons according to the signing arrangement for the time being in effect in respect of such Account (as amended in accordance with (b) below); and

(b) the person(s) authorised for the purpose of (a) above and/or the signing arrangement may be amended and changed from time to time upon notice in writing to the Bank (in such form as the Bank has prescribed for such purpose) duly signed by the sole proprietor or, as the case may be, all the partners.

17.2 If the Customer is a partnership:

(a) the Bank shall be entitled to treat the partners or last partner, for the time being, of the Customer as having the full power to carry on the business of the Customer and to deal with its assets freely, and to treat the Customer as not dissolved, notwithstanding any change in the constitution or name of the Customer or the membership of the Customer by death, bankruptcy, retirement, admission or otherwise or the occurrence of any event which, but for this provision, would dissolve the Customer so that the authority contained in Clause 17.1 and this Clause 17.2 shall remain in force, notwithstanding the occurrence of any of the above events or any other circumstances, until such time as the authority shall be revoked in writing by any one of the partners or the legal personal representatives or trustees of any one of the partners; and

(b) these Terms and Conditions shall prevail over any contrary agreement between all partners, whether or not known to the Bank.

## **18. ACCOUNT(S) IN THE NAME OF A COMPANY**

In the case of any Account(s) opened in the name of a company, the Bank may allow changes of authorised signatories but the Bank shall not be obliged to accept any such changes unless it is satisfied that the change has been duly authorised by the company. In the event of liquidation of the company, the funds credited to the Account(s) may only be withdrawn by and paid to the liquidator of the company.

## **19. CHARGES/COMMISSIONS**

19.1 The Bank may debit the Account(s) with the full amount of any charges or fees as stated in the Bank's "General Bank Tariffs for Customers" or other pricing guides issued by the Bank from time to time or any other interest, taxes, penalties, reasonable costs and expenses (including without limitation legal fees in reasonable amounts and reasonably incurred and stamp fees) payable by the Customer to the Bank in respect of:

(a) any Products and/or Services;

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

(c) any overdrawn sums on the Account(s).

19.2 A charge at the amount stated in the Bank's "General Bank Tariffs for Customers" or other pricing guides issued by the Bank from time to time will be levied if the Customer fails to maintain the minimum balance required for the Account(s) or if the Account(s) remain inactive for such duration as the Bank may prescribe from time to time. Charges at the amount stated in the Bank's "General Bank Tariffs for Customers" or other pricing guides issued by the Bank from time to time may also be levied if the Customer closes any Account(s) within such time period as the Bank may prescribe from time to time.

19.3 The Bank may at any time at its 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 Bank's "General Bank Tariffs for Customers" or other pricing guides issued by the Bank from time to time. Such change(s) shall take effect from the date stated in the notice, which shall be no less than 30 days from the date of the notice, unless the change is not within the Bank's control, and shall be binding on the Customer if the Customer continues to maintain the Account(s) with the Bank after the effective date thereof.

19.4 If the Customer terminates a Service as a result of a change by the Bank of these Terms and Conditions, the Bank will refund a prorated portion of any annual or periodic fee paid for the Service unless the amount is minimal.

## **20. CONSENT FOR DISCLOSURE**

- 20.1 To enable the Bank to consider whether to provide or continue to provide the Customer with any Service, the Customer is required to supply to the Bank from time to time information and data relating to the Customer, the Account(s) and/or any transactions with the Bank ("**Data**"), and failure to do so may result in the Bank not being able to provide such Service.
- 20.2 Any Data relating to individual Customers and other individuals may be used and disclosed for such purposes and to such persons in accordance with the Bank's "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the "**Ordinance**")".
- 20.3 (Only applicable to non-individual Customers (including companies, sole traders, partnerships, clubs and societies)) The Customer acknowledges and agrees that any Data may be disclosed or transferred to all or any of the following persons (whether in or outside Hong Kong):-
- (a) the Bank's head office and/or any of its other representative and branch offices in any jurisdiction, any subsidiary, holding company, associated company or affiliate, or such other entities which are connected to it directly or indirectly by way of shareholding, management or otherwise (including without limitation the Bank of Singapore Limited) (each a "**Permitted Party**");
  - (b) any agent, contractor or third party service provider of the Bank or any Permitted Party which provides service of any kind to the Bank or the Permitted Party in connection with the operation of its business or the provision of any Service;
  - (c) any actual or potential participant or sub-participant, assignee, novatee or transferee (or any adviser of any of the foregoing) in relation to any of the Bank's rights and/or obligations under any agreement between the Customer and the Bank;
  - (d) any financial institutions with which the Customer has or proposes to have dealings to enable credit checks to be conducted on the Customer or any credit reference agency; and
  - (e) any court or tribunal, any regulatory, supervisory or governmental authority or such other person as required by any applicable law or regulatory requirements to which the Bank or any Permitted Party is subject.
- 20.4 If the Data includes information or data of any third party (including without limitation information and data relating to any sureties and persons providing security or guarantee for banking/credit facilities, referees, shareholders, directors, officers and managers of the Customer), the Customer confirms and warrants that the Customer has obtained the consent of such third party to the provision of such information or data to the Bank for the foregoing purposes and for disclosure and transfer to such persons stipulated in or contemplated under this Clause 20.

## **21. SUSPENSION OF ACCOUNT(S)**

- 21.1 The Bank reserves the right to suspend any Account(s) at any time without giving any notice and reason to the Customer.
- 21.2 Without prejudice to the generality of Clause 21.1, the Bank shall be entitled to suspend all or any of the Accounts immediately without notice to the Customer if:-
- (a) an Account remains inactive or dormant for such period of time as the Bank may determine;
  - (b) there is any change of law which prohibits or renders illegal the maintenance or operation of such Accounts or any part thereof; or
  - (c) the Customer's failure to comply with any provision of these Terms and Conditions.
- 21.3 The suspension of any Account(s), and any withdrawal of cash or property, whether or not following such suspension, shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer, prior to such suspension. Further, upon such suspension, the Bank may cancel all or any unexecuted Instructions at its discretion.
- 21.4 The Bank reserves the right to impose such conditions in relation to the further operation of the Account(s) as it may determine in its sole discretion.

## **22. CLOSING OF ACCOUNT(S)**

- 22.1 The Bank may at any time without prior notice to the Customer and without liability or disclosing or assigning any reason to the Customer refuse to accept any deposit(s), limit the amount that may be deposited or return all or any part of the deposit(s). The Bank may also, upon thirty (30) days (or such period as the Bank may determine) prior written notice to terminate the Account(s).
- 22.2 If the Customer wishes to terminate any Account(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 discretion.
- 22.3 On termination of the Account(s), subject to Clause 19.1 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).
- 22.4 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 the Account(s):-
- (a) the Customer's failure to comply with any provision of these Terms and Conditions;
  - (b) any grounds exist for the presentation of a bankruptcy or winding-up petition against the Customer;
  - (c) the Customer's death, insanity or incapacity;
  - (d) an application is made by any party for the appointment of a receiver;
  - (e) the performance of any obligation under these Terms and Conditions become illegal or impossible; or
  - (f) if the balance in an Account falls below the prescribed minimum as determined by the Bank from time to time.

## **23. ASSIGNMENT(S)/TRANSFER(S)**

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.

## **24. OVERDRAWN ACCOUNT(S)**

- 24.1 The Customer undertakes to ensure that the Account(s) shall not be overdrawn, even temporarily, except where the Bank in its absolute discretion allows or by prior arrangement with the Bank and such arrangement shall be subject to such terms and conditions as may be determined by the Bank from time to time.
- 24.2 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 to be calculated at such rates as the Bank may prescribe from time to time and such interest shall be computed daily and charges at the end of each month or such other time as may be determined by the Bank from time to time.

## **25. PAYMENTS TO THE BANK AND RIGHT TO DEBIT**

- 25.1 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.
- 25.2 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.
- 25.3 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).
- 25.4 The Bank may convert at such rate the Bank deems fit any payment received for the Account(s) in a currency different from that of such Account into the currency of that Account and the Customer shall bear the cost of such conversion.

## **26. SECURITY FOR REPAYMENT**

When the Bank accepts or incurs liability (whether present or future, 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 cheque drawn by the Customer until the liability is discharged.

## **27. DEFAULT IN REPAYMENT**

- 27.1 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 reasonable 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.
- 27.2 The Bank may also appoint any person as its agent to collect any or all indebtedness owed by the Customer to the Bank and the Customer shall be responsible for all costs and expenses reasonably incurred by the Bank for that purpose on each occasion.

## **28. COMBINING OF ACCOUNTS AND SET OFF**

- 28.1 In addition to any general lien, set-off right or similar right to which the Bank may be entitled by law, the Bank may, at any time and without notice to the Customer, combine, consolidate or merge all or any of the Customer's Account(s) or account(s) with the Bank, its subsidiary, associated or holding company and set-off or apply any amount standing to the credit of any Account(s) or such account(s) or any obligation or liability owed by the Bank to the Customer (whether or not matured, actual, future, contingent, unliquidated or unascertained, regardless of the place of payment, the branch through which the Bank is acting or currency of either obligation or liability) against or in or towards satisfaction of any Customer's Liabilities.
- 28.2 The Bank is authorised to purchase, at the Exchange Rate, such other currencies as may be necessary to effect the set-off or application as referred to in Clause 28.1. If any money, obligations or liabilities referred to in Clause 28.1 above are in different currencies, the Bank is authorised to convert such money, obligation or liability at the Exchange Rate for the purpose of Clause 28.1.
- 28.3 If any of the obligations or liabilities referred to in Clause 28.1 above is unliquidated or unascertained, the Bank may set off or apply an amount estimated by it in good faith to be the amount of that obligation or liability.
- 28.4 The Bank is authorised to debit any account(s) of the Customer maintained with the Bank for any amount payable or owing by the Customer to the Bank.
- 28.5 In the case of Joint Account(s), the Bank may set off the Liabilities of any joint account holder to the Bank or 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 jointly entitled.

## **29. EXEMPTION FROM LIABILITY**

- 29.1 Neither the Bank nor any of its officers, employees, nominees or agents shall be liable as a result of acting or failing to act except and only to the extent of direct and reasonably foreseeable loss and damage (if any) in the case of the Bank's negligence or wilful misconduct.
- 29.2 Without limiting the generality of the foregoing, the Bank shall, in the absence of negligence or wilful misconduct, not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer:-
- (a) for acting or omitting to act in good faith on the Customer's Instructions;
  - (b) if for any reason beyond the Bank's control, the operation of any Account(s) and/or the provision of any Services is restricted or otherwise affected;
  - (c) for any loss or damage caused by any interruption, suspension, delay, loss or failure in any transmission or communication facilities howsoever caused;
  - (d) if the funds credited or debited from the Account(s) diminish in value due to taxes, duties, depreciation or becomes unavailable 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;
  - (e) arising from or relating to loss cheques or instruments;
  - (f) arising from the Bank's inability to detect inadequate authenticity of the Customer's signature;
  - (g) arising from the Customer's negligence, default or misconduct;
  - (h) for any act or omission (including any negligence or wilful misconduct) or bankruptcy or insolvency of any agent, nominee, correspondent or counterparty used by the Bank;
  - (i) if the Bank is unable to execute an Instruction due to prevailing market conditions; and/or
  - (j) arising from any imposition or change of any applicable law, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house or market, or bankruptcy, insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government.
- 29.3 The Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer (whether as a result of forgery of the signatory's signature, material alteration of withdrawal requests or other reasons of any kind whatsoever) in the absence of negligence or wilful misconduct. If the Bank has debited the Customer's account in reliance on a withdrawal or payment request on which the signature of the Customer or his authorised signature was forged, the Bank shall, in the absence of negligence or wilful misconduct, not be liable to reverse the debit or pay or compensate the Customer in respect of the amount so debited.
- 29.4 The Customer should note the inherent exchange risk in Foreign Currency deposits. In particular, 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.

## **30. INDEMNITY**

- 30.1 The Customer shall indemnify the Bank, its 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, reasonable costs and expenses (including all duties, taxes and other levies and legal fees in reasonable amounts and reasonably incurred) and any and all other liabilities (of whatsoever nature or description howsoever arising) which the Bank may sustain or incur directly or indirectly in connection with the execution, performance or enforcement of these Terms and Conditions or any other agreement including without limitation:
- (a) the operation of any Account;
  - (b) the provision of any Service and/or Product by the Bank to the Customer;
  - (c) the Bank 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 the Bank believed in good faith that the Instructions or information were not given in excess of the powers vested in the Customer or where the Bank believed that the Bank so acting would not result in a breach of any duty imposed on the Bank;
  - (d) failure by the Customer to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon);
  - (e) the Customer's breach of any one or more provisions of these Terms and Conditions;
  - (f) the enforcement by the Bank of its rights (including rights of sale, set off, recovering payment or enforcement proceedings) under or in connection with these Terms and Conditions and/or the Account; and
  - (g) the Bank 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.
- 30.2 This indemnity shall continue notwithstanding the termination of any Account or provision of any Service.

### 31. BANK'S REPAYMENT OBLIGATION

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. These Terms and Conditions are subject to the Bank's Foreign Account Tax Compliance Act (FATCA) Policy (the "**FATCA Policy**"), which is accessible at <https://www.ocbc.com/business-banking/policies.html> or available on request. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and these Terms and Conditions, the contents of the FATCA Policy shall prevail.

### 32. APPLICATION OF OTHER TERMS

Where Services or Products are made available to the Customer by the Bank on separate terms, those terms shall be read in conjunction with these Terms and Conditions. In the event of any conflict, the specific terms applicable to the relevant Services or Products shall prevail.

### 33. BRANCHES, SUBSIDIARIES OR AFFILIATES

No branch of Oversea-Chinese Banking Corporation Limited in any other jurisdiction(s), subsidiary or affiliate shall under any circumstances whatsoever be liable to the Customer in respect of the Bank's obligations and/or liabilities under the Terms and Conditions.

### 34. COMMUNICATIONS

34.1 The Customer shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Customer's particulars.

34.2 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions (the "**Correspondence**") may be served on the Customer:-

- (a) (where the Customer is an individual) on the Customer (or the Customer's personal representatives) personally or (where the Customer is a corporation or partnership) on any of the Customer's officers or partners personally;
  - (b) by sending it to the Customer or to any of the Customer's officers or partners (as the case may be) at the Customer's last address registered with the Bank or on the Bank's record; or
  - (c) by facsimile addressed in any such manner as aforesaid to the Customer's facsimile address last registered with the Bank.
- The Correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by facsimile or if sent by post on the day following posting.

34.3 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.

### 35. AMENDMENT(S)

35.1 The Bank may at any time at its absolute discretion and upon written notice to the Customer, change any one or more of these Terms and Conditions. Such change(s) shall take effect from the date stated in the notice, which will, where the Customer is an individual, be no less than 30 days from the date of the notice if such change(s) affects fees, charges or the liabilities or obligations of the individual Customer.

35.2 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).

35.3 The Bank may notify the Customer of any changes to these Terms and Conditions by:-

- (a) publishing such changes in the Statements of Account to be sent to the Customer;
- (b) displaying such changes at the Bank;
- (c) electronic mail or letter;
- (d) publishing such changes in any newspapers; or
- (e) such other effective means of communication as the Bank may determine.

35.4 In the event that the Bank decides in its absolute discretion to discontinue the provision of any type of Accounts governed by these Terms and Conditions permanently, the Bank may give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

### 36. US DOLLAR / RENMINBI CLEARING

It is a requirement of US dollar and Renminbi in Hong Kong that:

- (a) the Customer acknowledges that the operation of the US Dollar and Renminbi clearing system in Hong Kong is subject to the respective Clearing House Rules and the US Dollar Operating Procedures (as modified from time to time);
- (b) the Customer agrees that the Hong Kong Monetary Authority shall not be liable to any person in respect of any claim, loss, damage or expense (including, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution, Hong Kong Interbank Clearing Limited or any member of the US Dollar or Renminbi Clearing House, or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities or any member) of the Clearing Houses or the Clearing Facilities or any part of any of them; and
- (c) the Customer agrees that, without prejudice to (b) above, the Hong Kong Monetary Authority shall not owe any duty or incur any liability to the Customer in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules, Renminbi Clearing House Rules and the US Dollar Operating Procedures.

### 37. WAIVER

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

### 38. SEVERABILITY

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

### 39. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region but in enforcing these Terms and Conditions the Bank is at liberty to initiate and take actions or proceedings or otherwise against the Customer in the Hong Kong Special Administrative Region or elsewhere as the Bank may deem fit.

### 40. GOVERNING VERSION

The Chinese version of these Terms and Conditions is for reference only. In the case of discrepancies between the English and Chinese versions, the English version shall prevail unless otherwise provided herein.

### 33. 分行、附屬公司或附屬成員

華僑銀行有限公司在任何其他司法管轄區的分行、附屬公司或附屬成員在任何情況下均不須就本行在本條款章則下的義務及 / 或法律責任向客戶承擔法律責任。

### 34. 通訊

34.1 客戶應以書面方式 ( 或以本行不時同意的其他形式及 / 或方法 ) 告知本行有關客戶資料的任何更改。

34.2 在本條款章則下，由本行發出的任何結單、通知單、確認書、通知書、付款要求書及所有其他通訊 (「通訊」) 可以下列方式送達客戶：

- (a) ( 若客戶是個人 ) 以面交方式送達客戶 ( 或客戶的遺產代理人 )，或 ( 若客戶是法團或合夥經營商戶 ) 以面交方式送達客戶的任何管理人員或合夥人；
- (b) 按客戶在本行最後登記的地址或按本行記錄中客戶的最後地址，將通訊送交客戶或客戶的任何人員或合夥人 ( 視屬何情況而定 )；或
- (c) 以上述任何方式註明收件人，藉圖文傳真傳送至客戶在本行最後登記的圖文傳真地址。

通訊應被視作於其以面交方式交付當日或藉圖文傳真傳送當日已被交付，或如以郵遞送交，則於投寄後當日已被交付。

34.3 如屬聯名賬戶，按照本條款章則送達一位客戶的任何通知應被視作有效送達全體客戶。

### 35. 修訂

35.1 本行可隨時憑其絕對酌情決定權，在給予客戶書面通知後，更改本條款章則的任何一項或多於一項條文。該 ( 等 ) 更改應自通知書內所註明的日期起生效，若客戶是個人，該日期應不少於自通知書日期起的 30 日倘若該 ( 等 ) 更改影響費用、收費或客戶的責任或義務。

35.2 若客戶在本行發出該通知後繼續操作賬戶，客戶應被視作已同意並接納有關修訂。如果客戶不接納任何該等修訂，客戶應隨即中止操作賬戶並指示本行將賬戶結束。

35.3 本行可藉以下方式通知客戶對本條款章則所作的任何更改：

- (a) 在將會送交客戶的賬戶結單內公佈該等更改；
- (b) 在本行展示該等更改；
- (c) 電子郵件及函件；
- (d) 在任何報章公佈該等更改；或
- (e) 本行可決定的其他有效通訊方式。

35.4 若本行憑其絕對酌情決定權，決定永久中止提供本條款章則所管限的任何種類的賬戶，本行應向客戶發出該中止的書面通知。該中止應自通知書內所註明的日期起生效，而在大部份情況下，該日期應不少於自通知書日期起的 30 日。

### 36. 美元/人民幣結算

香港的美元及人民幣結算須符合以下規定：

- (a) 客戶知悉香港的美元及人民幣結算系統運作須受其各自的《結算所規則》及《美元運作程序》( 不時經修改的版本 ) 所規限；
- (b) 對於因香港金融管理局真誠的任何作為或不作為或因結算機構、香港銀行同業結算有限公司或美元或人民幣結算所的任何會員或任何其他人士就有關結算所或結算設備或其中任何部份的管理、操作或使用 ( 包括取消及 / 或暫停結算機構、結算措施或任何成員 ) 或間接地以任何形式產生或導致的任何種類或性質的任何索償、損失、損害或開支 ( 包括商業損失、商業機會損失、利潤損失、特別損失、間接損失或相應而生的損失 )，香港金融管理局均不須對任何人士承擔法律責任 ( 儘管香港金融管理局已知道或理應知道有可能存在該等索償、損失、損害或開支 )；及
- (c) 在不影響以上 (b) 段的情況下，客戶同意，對於因就或依據《美元結算所規則》、《人民幣結算所規則》及《美元運作程序》所給予的任何通知、意見或批准而直接地或間接地以任何方式產生的任何種類或性質的索償、損失、損害或開支 ( 包括商業損失、利潤損失、特別損失、間接損失或相應而生的損失 )，香港金融管理局不須對客戶負上任何責任或承擔任何法律責任 ( 儘管香港金融管理局已知道或理應知道可能存在該等索償、損失、損害或開支 )。

### 37. 放棄

本行沒有或延遲行使或強制執行在本條款章則下的任何權利或選擇權，不得解作放棄該權利或選擇權，或限制、影響或損害本行針對客戶採取任何行動或行使任何權利的權利，或使本行須就由此而產生的任何損失、損害負責。

### 38. 可分制性

如果本條款章則內的任何一項或多於一項條文根據任何適用法律在任何方面被視為無效、違法或不可強制執行，本條款章則的其餘條文之有效性、合法性及可強制性不得在任何方面受到影響或損害。

### 39. 適用法律及司法管轄權區

本條款章則應受香港特別行政區的法律管限，並在各方面接香港特別行政區的法律解釋，但在強制執行本條款章則時，本行有自由在香港特別行政區或在本行認為適合的其他地方針對客戶提出及進行訴訟或法律程序或其他行動。

### 40. 條款文本

本條款章則的中文版本僅為參考之用。如果本條款章則的英文版本和中文版本之間有任何抵觸，除另有訂明外，以英文版本為準。

的債務或義務 (無論其是否到期的、實有的、將來的、或有的、未計算或未肯定的及無論任何付款地點、本行通過任何分行行事及涉及之貨幣) 以抵銷客戶的債務。

- 28.2 本行獲授權採用匯率購買任何其他貨幣，以根據第 28.1 條進行該款項抵銷或其他運用。如第 28.1 條之任何金錢、負債或義務為另一種貨幣，為進行第 28.1 條之用途，本行獲授權將其以匯率兌換成另一種貨幣。
- 28.3 倘若上述第 28.1 條之任何債務或義務是尚未計算的或未肯定的，本行可採用按其真誠估計的債務或義務金額以進行抵銷或運用。
- 28.4 本行不可撤回地獲授權於客戶在本行開立之任何一個或多個賬戶扣除客戶應付給或拖欠本行的任何款項。
- 28.5 如屬聯名賬戶，本行可將在任何賬戶上任何聯名賬戶持有人對本行負有的債務 (不論其是以借款人、擔保人或是以其他身份而負有債務)，抵銷聯名賬戶內的貸項結餘。若前述款項只是由一名或數名而並非所有聯名賬戶持有人所招致，本行的權利亦應引伸至所有聯名賬戶持有人聯名享有的貸項結餘。

## 29. 免負法律責任

- 29.1 本行或其任何職員、僱員、代名人或代理人不應因作為或不作為而承擔法律責任，但如屬本行疏忽或故意行為不當 (以直接和合理可預見的損失和損害為限，如有) 則除外。
- 29.2 在不局限前述各項一般性的原則下，在沒有疏忽或故意行為不當的情況下，本行應不須就因下列各項而引致客戶所蒙受或所招致的任何開支、損失、損害、法律責任或其他後果負責或承擔法律責任：
- (a) 因按客戶的指示真誠地作出作為或不作出作為；
  - (b) 如果基於非本行所能控制的任何理由，任何賬戶的操作及 / 或服務的提供受到限制或在其他方面受到影響；
  - (c) 因任何傳送或通訊設施的任何中斷、暫停終止、延誤、損失或故障而引致的任何損失或損害，不論其原因為何；
  - (d) 如果記入賬戶的貸項或借項的資金因稅項或貶值而減少價值，因 (不論如何產生) 兌換性的限制、徵用、強制轉讓、任何性質的扣押、行使政府或軍事權力、戰爭、罷工或非本行所能合理控制的其他理由而貶值或無法供應；
  - (e) 遺失支票或其他文件所引起或與此有關；
  - (f) 本行無法偵測客戶簽署的真確性不足夠所引起；
  - (g) 客戶的疏忽、過失或行為不當所引起；
  - (h) 本行所使用的任何代理人、代名人、聯絡人或對手的任何作為或不作為 (包括任何疏忽或故意行為不當) 或破產或無力償債；
  - (i) 本行因市場情況以致不能辦理指示；及 / 或
  - (j) 任何適用法律之實施或改變、市場受干擾或波動、或任何政府、交易所、結算所或市場採取程序、限制或暫停交易，或任何有關銀行、財務機構、經紀、交易所、結算所或政府出現破產無力償債或清盤。
- 29.3 在沒有疏忽或故意行為不當的情況下，本行不應就客戶所蒙受或所招致的任何損失、損害或開支 (不論是因假冒簽署人的簽署、對提款請求書的重大更改或其他任何種類的理由而引致) 承擔法律責任。如果本行記於客戶賬戶的借項所依據的提款或付款請求書上的客戶簽署或其獲授權簽署被假冒，則在沒有疏忽或故意行為不當的情況下，本行應不須承擔法律責任取消該借項，或就被記入借項的款額償付或賠償客戶。
- 29.4 客戶應注意，外幣存款的固有外匯風險。尤其是，與客戶所選擇的貨幣相關的外幣率下跌，將會減少 (或甚至抵消) 客戶的外幣存款回報或盈利。

## 30. 彌償

- 30.1 對於本行就執行、履行或強制執行本條款章則或任何其他協議，包括但不限於下列各項而可能直接或間接蒙受或招致的所有申索、付款要求、行動、訴訟、法律程序、命令、損失 (直接或相應而生的)、損害、賠償、合理費用及開支 (包括所有稅款、稅項及款額合理和合理地招致的其他徵費及法律費用) 及任何及所有其他法律責任 (不論屬任何性質或種類及如何產生)，客戶應按完全彌償基準，迅速對本行、其管理人員、僱員、代名人及代理人作出彌償：
- (a) 操作任何賬戶；
  - (b) 本行向客戶提供的任何服務及 / 或產品；
  - (c) 本行接受、依據由客戶或由看來是客戶的被授權人之任何人士所發出或看來是由客戶或由看來是客戶的被授權人之任何人士所發出的任何指示，或按照該等指示作出行為或按照該等指示不作出作為，不論在發出該等指示之時所通行的情況或交易的性質，及即使該等指示在發出、收到或內容方面有任何錯誤、誤解、欺詐或欠缺清晰，包括若本行真誠相信該等指示或資料並非在超出客戶的權力範圍下而發出，或若本行相信本行如此行事不會導致違反施加於本行的任何責任；
  - (d) 客戶未能按本行支付或償還欠本行的任何款項 (包括其應累算的所有利息)；
  - (e) 客戶違反本條款章則的任何一項或多於一項條文；
  - (f) 本行強制執行其在本條款章則及 / 或賬戶下或與本條款章則及 / 或賬戶有關的權利 (包括銷售、抵銷、追討付款或強制執行法律程序)；及
  - (g) 本行在執行客戶的指示時使用任何系統或通訊方式或傳訊方式、導致遺失、延誤、歪曲或重複等指示。
- 30.2 即使任何賬戶或服務已被終止，此項補償條文仍繼續維持有效。

## 31. 本行的還款義務

若基於可兌換性限制、可轉移性限制、徵收、政府行動、命令、法令及規例、強制轉移、行使軍事或篡奪權力、戰爭或民亂、貨幣同盟或交易或非本行所能合理控制的其他類似理由，無法提供本行的付款義務所採用的計值貨幣，本行透過以本行認為適合的其他貨幣作出付款應視作已履行該付款義務。本條款章則受本行的海外帳戶納稅法案遵循政策 (以下稱為「**帳戶納稅法案遵循政策**」) 所約束，該帳戶納稅法案遵循政策刊登在 <https://www.ocbc.com/business-banking/policies.html> 的網址，本行亦會根據客戶要求提供。如果帳戶納稅法案遵循政策的任何內容與本條款章則有任何抵觸，以帳戶納稅法案遵循政策為準。

## 32. 其他條款的適用範圍

若本行按獨立條款向客戶提供服務或產品，該等條款應與本條款章則一併閱讀。如有任何抵觸，應以適用於相關服務或產品的特定條款為準。

20.4 若資料包含任何第三方 (包括但不限於為本行融資/ 信貸授信而提供抵押或擔保的擔保人及人士、客戶的股東、董事、職員及管理人員) 的資料或信息, 則客戶確認及保證, 該第三方已經同意客戶就上述目的向本行提供該等資料或信息, 並有權向第 20 條所指定的人士披露或轉移該等資料或信息。

## 21. 暫時中止賬戶

21.1 本行保留權利, 毋須給予任何通知及原因, 隨時暫停或終止任何賬戶。

21.2 在不影響第 21.1 條下, 本行有權在以下情況毋須通知客戶而即時結束所有或任何一個賬戶:

- (a) 賬戶在本行可決定的時限內維持不活躍或不活動;
- (b) 因法例有任何更改而令維持或運作該賬戶或其任何部份被禁止或變成非法; 或
- (c) 若客戶違反本條款章則之任何條文。

21.3 儘管賬戶運作被暫停或客戶是否已在賬戶運作暫停後提取現金或資產, 本行有權完成在賬戶運作被暫停之前已敝做之交易及結算客戶 (或本行代客戶招致) 在本條款章則下之債務。此外, 本行有權於上述賬戶運作被暫停後, 自行酌情取消所有或任何未執行之指示。

21.4 本行保留權利, 施加本行憑其獨有酌情決定權決定的與進一步操作賬戶有關的條件。

## 22. 結束賬戶

22.1 本行可隨時毋須事先通知客戶, 並且在毋須向客戶承擔法律責任, 或毋須向客戶披露或給予任何理由的情況下, 拒絕接受任何存款、限制可存入的款額或退回全部或任何部份存款。本行亦可在給予三十 (30) 日 (或本行可決定的期間) 事先書面通知後, 終止賬戶。

22.2 如果客戶希望終止任何賬戶, 客戶應向本行提供終止賬戶的書面指示, 並且遵從本行可憑其獨有決定酌情權不時決定的程序。

22.3 在終止賬戶時, 在受第 19.1 條的規限下, 本行可藉將當時賬戶內的貸項結餘款額, 以賬戶的貨幣按本行可決定的方式支付予客戶而解除其對賬戶的全部法律責任。

22.4 在不損害前述各項一般性的原則下, 在發生任何下列事件時, 本行應有權 (毋須提出要求或給予通知) 終止賬戶:

- (a) 客戶未能遵從本條款章則的任何條文;
- (b) 存在針對客戶提交破產或清盤呈請書的任何理由;
- (c) 客戶死亡、精神錯亂或無行為能力;
- (d) 任何一方提出委任接管人的申請;
- (e) 履行本條款章則下的任何義務變成違法或不可能; 或
- (f) 如果賬戶內的結餘跌至低於本行不時釐定的訂明最低款額。

## 23. 讓與/轉讓

除獲本行事先書面同意及在受本行可訂明的條件所規限下, 客戶不得就記於賬戶貸項的任何存款或結餘或其任何部份向任何第三方作出讓與、轉讓或押記, 或設定任何抵押或其他權益, 或作出其他方式的處置或宣稱作出前述各項。

## 24. 透支賬戶

24.1 客戶承諾確保賬戶不會被透支 (即使是暫時性), 但如屬本行憑其絕對酌情決定權准許或透過與本行訂立的事先安排則除外, 而該安排應受本行可不時決定的條款及條件所規限。

24.2 任何被透支賬戶的任何借項結餘應由客戶立即償還。客戶亦應按要求支付須按本行可不時訂明的利率計算的借項結餘利息及任何銀行手續費, 而該利息應每日計算並在每月月底或本行可不時決定的其他時間收取。

## 25. 付款予本行及扣賬權利

25.1 客戶同意按本行要求向本行支付所有款項及收費連同該等款項自到期日起至付款日的應計利息, 以該等款項到期應付的同日資金貨幣為單位, 並按本行不時釐定的利率支付。

25.2 所有該等款項及收費應由客戶全數支付, 不附有任何抵銷或反申索或任何限制或條件, 並且免付及經減除以及不附有現有的或未來的稅項 (包括但不限印花稅或其他稅項)、徵費、收費或預扣的扣除額以及與此有關的所有法律責任。

25.3 如果本行有義務根據法律從給予客戶的任何付款扣除或預扣任何款項, 客戶授權本行進行該預扣, 並將淨款額支付予客戶或將該款額存入賬戶。

25.4 本行可按本行認為適當的匯率, 將為賬戶所收到以有別於該賬戶的貨幣為單位的任何款項兌換為該賬戶的貨幣單位, 而客戶應承擔該兌換的費用。

## 26. 償還款項的抵押

當本行為客戶或應客戶的要求而接受或招致法律責任 (不論是現有及將來的、實有的或是或有的、主體的或附屬的、各別的或共同的) 時, 存放於本行而屬於客戶的任何資金、金錢、證券或其他貴重物品應自動成為給予本行的抵押; 而本行應對所有該等資金、金錢、證券或其他貴重物品或其任何部份具有銀行留置權, 並且可不兌現客戶所開出的任何支票, 直至法律責任獲解除為止。

## 27. 未能償還款項

27.1 如果客戶未能及時償還任何借項結餘或其應累算利息, 本行可隨即在毋須通知客戶及無損本行權利的情況下, 將為客戶的賬戶而存放於本行的任何資金或證券以本行認為適當的任何方式變現, 並將變現所得款項 (經扣除合理變現開支後) 用作或用於支付及清償客戶應付本行的任何款項。該等所得款項與應付款額如有任何短欠之數, 客戶仍須支付任何該等短欠之數, 包括按本行可不時訂明的利率應累算的利息。

27.2 本行可委任任何人士為代理人, 以代表本行向客戶收取任何或全部客戶對本行的欠款。本行因此而涉及所有之合理支出及費用, 概由客戶負責。

## 28. 合併賬戶、抵銷及抵押權利

28.1 除本行根據法律可享有的任何一般留置權、抵銷權或類似權利外, 本行應有權隨時毋須通知客戶, 將客戶不論在本行或本行的附屬公司、有聯繫公司或控股公司開立的所有或任何賬戶合併、綜合或兼併, 並將記於任何賬戶或客戶持有的其他賬戶中的結餘或任何本行對客戶

- (b) 若聯名賬戶是以聯名簽署授權書操作，本行將不接受口頭指示，任何書面指示可由賬戶持有人以一份或多於一份對應本的形式發出，所有該等對應本合並應構成同一文件。
- 在知悉任何一名聯名賬戶持有人身故時，本行應有權凍結賬戶，並保留在聯名賬戶內的貸項結餘，直至聯名賬戶持有人的繼任人出示遺囑認證書或遺產管理書之時為止。
- (c) 聯名賬戶持有人及其遺產，連同其他聯名賬戶持有人承諾就所有索償、損失、損害賠償、合理費用及開支，包括以下各項所引致者，(在本行本身沒有疏忽或故意行為不當的情況下)對本行作出彌償並確保本行獲得彌償：
- 以上文所註明的方式，向尚存者支付聯名賬戶內的貸款結餘；
  - 以上文所註明的方式，凍結聯名賬戶並保留在聯名賬戶內的貸項結餘；及
  - 任何聯名賬戶持有人與已故聯名賬戶持有人的任何遺產代理人之間的任何爭議。
- 本行應有權憑其獨有酌情決定權，從聯名賬戶扣除按該等索償、損失、損害賠償、合理費用及開支。

16.3 在出示遺囑認證書或遺產管理書時，本行可應客戶的要求，以死者遺產的名義開立賬戶。遺產的遺囑執行人或遺產管理人，或死者的遺產代理人應按照所授予的遺囑或遺產管理書操作賬戶。

## 17. 獨資或合夥經營的商戶

17.1 如客戶是獨資或合夥經營的商戶：

- 客戶授權本行兌現及履行以客戶名義簽發的所有支票、承付票及其他付款指示，以及所有代客戶及以客戶名義承兌的票據，無論客戶的往來賬戶是否存有款項或已透支，另履行代客戶所發出與賬戶有關的各種指示，包括但不限於取消賬戶的指示(除非與本行另行協議)，而所有合夥人須對此等指示負共同及個別責任，並接受及處理有關客戶存款或本行應支付給客戶的款項收據，惟該等支票、承付票、本票/匯票、票據、指示或收據等，均須經獨資經營人或有關合夥人或其他有關獲授權人士根據賬戶簽署安排(其可根據下列(b)段作出更改)而簽署或發出；
- 就上述(a)段而言，在獨資經營人或所有合夥人簽署書面通知(由本行規定的格式)本行的情況下，獲授權人士及/或簽署安排，可不時作出更改。

17.2 如客戶是合夥經營的商戶：

- 不管客戶的組織或名稱的任何改變或客戶因任何合夥人死亡、破產、退休、加入或發生其他任何事故(如無本條款，該等事故可令商號被解散者)而有任何改變，本行有權視客戶並沒有被解散，亦有權視客戶當時的合夥人或最後合夥人具有全權經營客戶業務及隨意處理其資產的權力，而載於本部分第17.1及17.2條的授權將保持有效，無論是否已發生任何上述任何事故或其他情況，直至合夥人的任何一人或其法定代表或受托人以書面撤銷此項授權為止；
- 儘管合夥人之間可能有任何相反協議(但無論本行是否知悉)，均以本條款章則為準。

## 18. 以公司名義開立的賬戶

如屬以公司的名義開立的任何賬戶，本行將容許轉換獲授權簽署人，但除非本行信納該轉換已獲公司授權，否則本行並無義務授納任何該等轉換，若該公司清盤，記入賬戶貸款的資金可由公司的清盤人提取，而應支付的資金亦可支付予公司的清盤人。

## 19. 收費/手續費

- 19.1 本行可從賬戶扣除在本行的一般銀行服務客戶收費或本行不時發出的其他定價指引內所註明的任何收費或費用，或就以下各項而言，客戶應向本行支付的任何其他利息、稅項、罰款、合理費用及開支(包括但不限於款項合理及合理地招致的法律費用)：
- 任何產品及/或服務；
  - 就賬戶或其他原因而產生屬任何性質的任何法律責任；或
  - 賬戶的任何透支款項。
- 19.2 如果客戶未能維持賬戶所需的最低結餘或如果賬戶在本行可不時訂明的期間內維持不活躍，本行將按在本行的一般銀行服務客戶收費或本行不時發出的其他定價指引內所註明的款額收取費用。如果客戶在本行可不時訂明的限期內結束任何賬戶，本行亦可按在本行的一般銀行服務客戶收費或本行不時發出的其他定價指引內所註明的款額的收取費用。
- 19.3 本行可隨時憑其絕對酌情決定權，在給予客戶書面通知後，更改現行利率及/或在本行的一般銀行服務客戶收費或本行不時發出的其他定價指引內所註明，應由客戶支付的任何收費或費用的款額。該(等)更改應自在通知書內所註明的日期起生效，該日期應不少於自該通知書日期起30日，但如該更改並非在本行控制範圍之內則作別論。如客戶於此等調整收費及費用生效日期後仍維持賬戶，該等調整及費用即對客戶具有約束力。
- 19.4 如果客戶因本行更改本條款章則而終止服務，本行將退回已就服務支付的任何年度或定期費用中按比例計算部份，但如款額屬微不足道則除外。

## 20. 同意披露資料

- 20.1 客戶須不時向本行提供有關客戶、賬戶及/或其他與本行的交易資料及/或其他資料(以下稱為「資料」)，以便本行考慮是否向其提供或延續服務，否則或會導致本行無法提供服務。
- 20.2 任何個人客戶及其他人士之個人資料可按照本行「關於《個人資料(私隱)條例》(「條例」)致客戶及其他個別人士的通知」，用於有關的用途及向有關的人士披露。
- 20.3 (只適用於非個人客戶，包括公司、獨資經營的商戶、合夥經營的商戶、會所及協會)客戶確認並同意任何資料可被透露或移轉至下述人士(不論在香港或在香港以外地方)：
- 本行的新加坡總辦事處及/或本行在任何司法管轄區的任何辦事處及分行、任何本行的附屬公司、控股公司、相關公司及其他直接或間接因股權或管理控制而與本行有關連的個體(包括新加坡銀行有限公司)(以下稱為「銀行集團公司」)；
  - 任何代理人、承包商、或向本行或任何銀行集團公司提供任何與其業務運作或任何服務有關的第三方服務供應者；
  - (對本行與客戶之間的任何合同上的權利或義務)任何實在或潛在承讓人或參與人或附屬參與人或受轉人(或前述人士的法律顧問)；
  - 任何客戶已經或將會有往來的金融機構(以檢視有關客戶的信貸資料)或任何信用資料機構；及
  - 任何法庭或法院、監管、監察或政府機構或其他任何人士(按本行或任何銀行集團公司所受制約的適用法律或監管要求而進行)。



## 12.12 客戶的確認及彌償

- (a) 客戶須接受本行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意，承擔存入電子支票的風險及責任。
- (b) 在不減低客戶在現有條款提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理 (或任何一人) 有關或因本行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支 (包括全面彌償引致的法律費用及其他合理開支)，以及本行及本行人員、僱員及代理 (或任何一人) 可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行人員、僱員及代理 (或任何一人) 免受損失。
- (c) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。
- (d) 上述彌償在電子支票存入服務終止後繼續有效。

## 13. 停止支付指示

- 13.1 如果客戶希望撤銷或停止支付客戶已開出的支票，應向本行提供充份識別支票的完整書面指示及資料，包括：(a) 支票號碼；(b) 簽發日期；(c) 收款人姓名 / 名稱 (如有)；及 (d) 款額。在收到此等書面指示後，客戶將填寫本行所要求的任何進一步文件。該等停止支付指示應由本行盡最大努力執行，而本行可基於任何理由，憑其絕對酌情決定權選擇不按此等指示行事。
- 13.2 若本行執行停止支付指示，客戶不可撤回地及無條件地同意：(a) 就不支付任何相關支票而引致本行可能招致或蒙受的任何損失、損害、法律責任及合理開支，對本行作出彌償及時刻使本行獲得彌償；(b) 本行只需盡最大努力執行客戶的指示；(c) 如相關支票已收回或已銷毀，或如此等指示已另行取消，及時以書面通知本行；及 (d) 此等指示的有效期限為一 (1) 年，自收到來自客戶的該等指示的日期起計算，或本行可訂明的其他期間。

## 14. 賬戶結單

- 14.1 本行將每月或按本行可訂明的相隔時間 (除非法律另有規定)，向客戶提供賬戶結單 (以下稱為「賬戶結單」)。客戶同意核實在每張賬戶結單內載有的所有細節的正確性，並且在自該賬戶結單日期起 90 日內通知本行該結單內的任何差異、遺漏、錯誤、未經授權扣款或因任何原因而引致的交易或入賬之處。在此期間屆滿後，賬戶結單內的細節對客戶具有約束力及決定性 (並將視為客戶已同意放棄任何就月結單而向本行提出反對或追討賠償的權利)，但客戶所告知的指稱錯誤則除外，但仍須受本行可更正在賬戶結單內所載任何錯誤的權利所規限，即使客戶已接納該賬戶結單。
- 14.2 然而，客戶將無須因在 90 日期間內沒有作出通知而就以下未獲授權交易承擔法律責任：(a) 由任何第三方 (而本行未能對其採取合理的謹慎措施及技巧)，或 (b) 由本行的僱員或代理人的假冒、偽造或欺詐行為所引致的未獲授權交易，或本行的失責或疏忽所引致的其他未獲授權交易。為免生疑問，除非客戶是個人 (不包括公司、獨資經營商戶、合夥經營商戶、會所及協會)，否則本條並不適用。

## 15. 定期存款

- 15.1 由本行發出的任何定期存款通知書只屬就現金或尚未結算的支票而給予存戶的通知書。該通知書不是所有權文件並且不可轉讓。該通知書並非收據，而本行不會就該等存款發出定期存款收據。
- 15.2 本行只會於營業日接受定期存款交易。
- 15.3 本行將會就存放於本行的每筆存款發出存款通知書。存款通知書只是存款的證據，而不是所有權文件，並且不可被質押作為抵押。如果客戶並未收到存款通知書或如果存款通知書被遺失、盜竊、銷毀或誤置，客戶應即時向本行發出書面通知。本行可憑其酌情決定權，在收到令本行滿足的彌償後，向客戶補發存款通知書。
- 15.4 定期存款之款項按存款通知書內所指明的期間及利率累算利息。
- 15.5 在沒有由本行以書面作出的任何相反明訂協議下，以定期存款形式存放於本行的款項只應向客戶償付，並且只應於相關存款通知書內所提述的到期日，連同截至該日期的累算利息償付。客戶不可在該到期日之前提取任何該等款項 (不論是全部或部分)。在於首個存款期屆滿後的第一個到期日，及於其後每個到期日，在本行的選擇下，定期存款將按當時該定期存款的現行利率獲自動續期，存款期為類似期間，由該到期日開始，但如在外幣資金的相關到期日之前至少兩 (2) 個營業日及於香港資金的相關到期日前，本行收到來自客戶的不續期書面通知 (但如果相關到期日不是營業日，則須於緊接相關到期日之前的營業日給予通知) 或但如該等款項於到期日被提取，則作別論。
- 15.6 若於首個到期日時及於其後每個到期日時 (視屬何情況而定) 續期，除非客戶另有明確請求，否則，截至首個到期日或其後每個到期日 (視屬何情況而定) 的應累算利息將會於相關存款期屆滿時被加入定期存款結餘，而在此情況下，就其後的定期存款期間而言，定期存款將按此加入該利息的款額。
- 15.7 提款可藉提交在格式及簽署上令本行滿意的提款請求書而作出。若客戶要求在到期日之前提取以定期存款方式存放於本行的款項，本行可憑其獨有及絕對酌情決定權及按本行認為適當的條款，容許或批准該項提款，但須受客戶支付本行認為適當款額的費用所規限，而本行有權扣除定期存款應累算的任何利息。客戶須就有關外幣存款的該等提款事先向本行發出兩 (2) 個營業日的通知。
- 15.8 本應於非營業日到期的定期存款將於下一營業日到期。

## 16. 個人/聯名賬戶

- 16.1 若客戶是個人，在客戶身故的情況下，客戶的遺囑執行人或遺產管理人方屬本行所認可的客戶繼承人。在知悉客戶身故時，本行應有權凍結賬戶，直至客戶的繼承人出示遺囑認證書或遺產管理書之時為止。
- 16.2 如果任何賬戶是以兩名或多於兩名人士的名義開立 (以下稱為「聯名賬戶」)，該等人士應共同地及各別地承擔聯名賬戶所招致的所有法律責任。
  - (a) 若聯名賬戶是以單一簽署授權書操作，本行將接納來自任何一名聯名持有人的指示，而該等指示將對其他聯名賬戶持有人具約束力。

如果在按從一名聯名賬戶持有人收到的指示行事之前，本行從另一聯名賬戶持有人收到互相矛盾的指示，本行可選擇之後只按聯名賬戶的所有聯名賬戶持有人的委託書行事，即使聯名賬戶需要單一簽署授權書。

在知悉任何一名聯名賬戶持有人身故時，本行應有權將聯名賬戶內的貸項結餘支付予尚存者及 (如有多於一位尚存者) 共同名義的尚存者，但在作出該支付之前，任何聯名賬戶持有人欠本行的債項可首先從上述貸項結餘抵銷。

「電子支票存入服務」指由本行不時向客戶為存入電子支票而提供的服務。

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

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

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

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

「受款人銀行」指受款人戶口所在的銀行。

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

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

12.3 本行可選擇提供電子支票存入服務。如本行提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署本行不時指定的表格及文件。

12.4 電子支票存入服務讓客戶及其他人士可按本 12 條款條文使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票 (不論向客戶及/ 或受款人戶口的任何其他持有人支付) 以存入本行 (作為受款人銀行)。

12.5 本行可為本行不時指定的貨幣 (包括港幣、美元或人民幣) 簽發的電子支票，提供電子支票存入服務。

12.6 本行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項 (或任何一項)：

- (a) 電子支票存入服務的服務時間 (包括出示電子支票的截止時間)；及
- (b) 客戶須就電子支票存入服務支付的任何費用。

12.7 電子支票存入服務可容許透過使用結算所提供的電子支票存票服務或本行的存入途徑，出示電子支票以存入本行 (作為受款人銀行)。

12.8 電子支票存票服務

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

12.9 本行的存入途徑

本行可不時指定、修訂或更改 (a) 可用的存入途徑；及 (b) 任何存入途徑的條款及細則。

12.10 電子支票的處理

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

12.11 本行責任的限制

在不減低現有條款效果的情況下：

- (a) 客戶或任何其他人士因使用電子支票存入服務，或客戶或任何其他人士通過本行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致；
- (b) 為求清晰，現明確如下，客戶或任何其他人士就下列事宜 (或任何一項) 或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：
  - (i) 客戶或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
  - (ii) 客戶未遵守有關電子支票存入服務的責任；
  - (iii) 按業界規則及程序出示向客戶簽發的電子支票，而無須顧及匯票條例的條文；
  - (iv) 任何電子支票存入服務的濫用或未經授權登入或使用；
  - (v) 任何本行未能偵測重複出示的電子支票及支付該重複出示的電子支票，除非直接且完全由於本行的疏忽或故意失責所導致；
  - (vi) 任何數據或機密資料的披露、洩露或遺失，除非直接且完全由於本行的疏忽或故意失責所導致；
  - (vii) 本行電子支票存入服務 (或其任何部分) 的終止、暫停或更改；及
  - (viii) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務，或導致電子支票存入服務的任何錯誤或中斷；及
- (c) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向客戶或任何其他人士負責。

- (1) 客戶未遵守有關銀行服務的責任；及
- (2) 結算公司快速支付系統產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、錯誤或故障；及
- (iii) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士負責。

(c) 客戶的確認及彌償

- (i) 在不減低客戶在現有條款的其他條文下提供的任何彌償或本行享有的任何其他權利或補償的影響下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供銀行服務或客戶使用銀行服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害賠償、成本、費用及開支（包括以全面彌償基準引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，客戶須作出彌償並使本行及本行每名人員、僱員及代理免受損失。
- (ii) 如任何責任、申索、要求、損失、損害賠償、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見且直接及完全因本行或本行人員、僱員或代理的疏忽或故意失責引致，上述彌償即不適用。上述彌償在銀行服務終止後繼續有效。

## 10.8 收集及使用客戶資料

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

- (i) 客戶；
- (ii) 客戶付款或資金轉賬的收款人，或客戶設置電子直接付款授權的交易對方；及
- (iii) 如客戶為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，客戶的任何董事、人員、僱員、獲授權人士及代表。

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

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

- (i) 向客戶提供銀行服務，維持及運作銀行服務；
- (ii) 處理及執行客戶不時有關銀行服務的指示及要求；
- (iii) 披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；
- (iv) 按需遵守的監管規定而作出披露；及
- (v) 任何與上述有關的用途。

(c) 客戶明白及同意客戶資料可能被結算公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作電子直接付款授權服務之用。

(d) 倘客戶資料包括客戶以外其他人士的個人資料（包括任何於上述第 10.8(a)(ii) 條或第 10.8(a)(iii) 條指明的人士），客戶確認客戶會取得並已取得該人士同意，就結算公司、本行及其他參與者按本第 10.8 條指明的用途使用（包括披露或轉移）其個人資料及其他資料。

## 11. 支票

11.1 支票簿僅供與往來賬戶（或本行可不時決定的其他賬戶）一同使用；不可對任何其他種類的賬戶以支票進行提款。

11.2 支票簿將以一般郵件或客戶可要求及本行可憑其獨有酌情決定權同意的其他方式送交客戶，其風險及費用全由客戶承擔。

11.3 本行被要求兌現的任何支票應以本行就該賬戶所發出的支票格式開出。支票必須以該賬戶的指定貨幣開出。支票必須以在簽發後增補及更改的方式開出，尤其是（除非本行另行同意外）在支票上的所有留空位置必須清楚地填寫，而「正」字應加在款額字眼之後。所有更改及/或增補必須以簽署人的完整簽署確認，而該（等）簽署應屬該等更改及/或增補的不可推翻的證據。

11.4 支票必須按照客戶提供予本行的簽名式樣及授權書妥為簽署。支票如在任何方面有不妥當之處，本行可拒絕兌現，並且本行可拒絕在櫃檯上支付「來人」一詞已被刪除的支票，而（在沒有疏忽或故意行為不當的情況下）本行本身並無任何法律責任。本行不承諾進行識別向指定人士開出支票的背書人身份，並且自行保留權利，拒絕支付如此開出的支票。客戶會對從往來賬戶開出的支票上所顯示的所有背書的正確性及有效性，承擔全部責任。

11.5 本行保留權利因賬戶存款不足、支票上有技術性錯誤或任何其他問題而拒付支票，並收取有關退票的服務費。由客戶所存入而不獲兌現的支票可藉一般郵寄致客戶在本行最後登記的地址退回客戶，其風險及開支由客戶承擔。

11.6 客戶須完全負責妥善保管支票，任何支票如有誤置、遺失或被竊，客戶必須盡早通知本行。

11.7 在客戶或本行將賬戶結束時，以往發給客戶而未使用的支票表格應成為本行的財產，客戶應隨即將其交還本行。

11.8 客戶所開出的支票，在支付並以電子形式記錄後，可由託收銀行或香港銀行同業結算有限公司，在與香港銀行同業結算有限公司所操作的支票結算系統有關的規則中所註明的期間內予以保留，在該期間後，該等支票可被銷毀。客戶授權本行據此與託收銀行及香港銀行同業結算有限公司訂立合約。

## 12 電子支票存入服務

12.1 本第 12 條條文適用於本行有關電子支票的服務。本第 12 條構成本行現有的「銀行賬戶條款章則」（「現有條款」）的一部份。現有條款中適用於實物支票或適用於本行一般服務的條文，凡內容相關的且不與本第 12 條條文不一致的，將繼續適用於電子支票及本行的電子支票存入服務。若本條款章則（或其他適用條款）之任何條文與本第 12 條之條文有任何衝突或抵觸，就該衝突或抵觸而言，以後者為準。

12.2 就本第 12 條款為目的，下列詞語具下列定義：

「匯票條例」指香港法例第 19 章〈匯票條例〉，可被不時修訂。

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。

「存入途徑」指本行不時提供用作出示電子支票以求存入的任何途徑。

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

#### 10.4 銀行服務的範圍及使用條款

- (a) 本行向客戶提供銀行服務，讓客戶使用快速支付系統及結算公司就快速支付系統不時提供的電子直接付款授權服務及任何其他服務及設施進行付款及資金轉賬。本行有權不時制定或更改銀行服務的範圍及使用銀行服務的條款及程序。客戶須接受及遵守此等條款及程序方可使用銀行服務。
- (b) 本行可提供銀行服務，以本行不時指定的幣種（包括港幣及人民幣）進行付款及資金轉賬。
- (c) 客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理使用結算公司快速支付系統進行付款或資金轉賬的指示。
- (d) 所有使用結算公司快速支付系統進行的付款或資金轉賬交易將按照銀行同業結算及交收安排（包括但不限於參與者及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。
- (e) 本行保留權利，隨時暫停或終止部份或全部銀行服務，而無需給予通知或理由。

#### 10.5 電子直接付款授權服務

客戶須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代客戶處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的賬戶號碼或客戶識別號碼或代碼設置電子直接付款授權。

#### 10.6 客戶的責任

- (a) 賬戶現時真正的持有人或授權使用人  
客戶只可為自己的賬戶設置電子直接付款授權。客戶必須是每個提供予本行登記使用電子直接付款授權服務的賬戶現時真正的持有人或授權使用人。當客戶指示本行代客戶登記任何有關快速支付系統的賬戶，即確認客戶為相關賬戶之現時真正的持有人或授權使用人。
- (b) 正確資料
  - (i) 客戶須確保所有客戶就設置電子直接付款授權提供的資料均為正確、完整、最新的且並無誤導。客戶須於合理切實可行情況下盡快以本行指定的形式或方法通知本行任何對資料的更改或更新。
  - (ii) 在發出每項付款或資金轉賬指示時，客戶須對使用正確及最新的相關紀錄負全責。客戶須就不正確或過時的相關紀錄導致本行及結算公司快速支付系統作出任何不正確的付款或轉賬負全責並確保本行不致有損失。
- (c) 適時更新  
客戶有完全責任向本行適時發出指示及提供資料變動或更新，以更改客戶的任何電子直接付款授權設置，包括但不限於更改客戶的預設賬戶，或終止任何電子直接付款授權。客戶承認，為確保有效地執行付款及資金轉賬指示及避免因不正確或過時的電子直接付款授權或相關紀錄而導致不正確的付款或轉賬，備存客戶最新的電子直接付款授權及所有相關紀錄至為重要。
- (d) 客戶受交易約束
  - (i) 就任何付款或資金轉賬，當客戶向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對客戶具有約束力。
  - (ii) 就設置電子直接付款授權而言，當客戶向本行發出指示，該指示即屬不可撤銷，並對客戶具有約束力。客戶可按照本行不時指定的程序及要求更改或取消任何已設置的電子直接付款授權。
- (e) 負責任地使用銀行服務  
客戶必須以負責任的方式使用銀行服務，尤其需要遵守下列責任：
  - (i) 客戶必須遵守所有規管客戶使用銀行服務的監管規定，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。客戶不得使用銀行服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途。
  - (ii) 凡向使用結算公司快速支付系統收取客戶付款或資金轉賬的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，客戶須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。
- (f) 其他有關付款及資金轉賬的責任  
本行將按本第 10 條及現有條款下的其他適用條文處理客戶就銀行服務的任何指示。客戶須遵守其他有關付款、資金轉賬及直接付款授權的責任，包括但不限於在相關賬戶存有足夠資金用作不時結清付款及資金轉賬指示。
- (g) 客戶須就授權人士負責  
當客戶授權其他人士向本行發出有關使用銀行服務的指示或要求（不論客戶為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織）：
  - (i) 客戶須為每名獲客戶授權的人士的所有作為及不作為負責；
  - (ii) 任何本行收到並真誠相信乃由客戶或任何獲客戶授權的人士發出的指示或要求，均屬不可撤銷並對客戶具有約束力；及
  - (iii) 客戶有責任確保每名獲客戶授權的人士均會遵守本第 10 條就其代客戶行事適用的條文。

#### 10.7 本行的責任及責任限制

- (a) 本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交客戶的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行客戶的指示及要求。本行無法控制結算公司快速支付系統及其他參與者的運作或其執行客戶的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及客戶任何的電子直接付款授權設置或其他有關快速支付系統事項的狀況更新通知，本行可能會以其認為適當的方式及時間通知客戶。
- (b) 在不減低上文第 10.7(a) 條或現有條款的影響下：
  - (i) 本行無須負責客戶或任何其他人士有關或因使用銀行服務，或有關或因處理或執行客戶就有關銀行服務或結算公司快速支付系統的指示或要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責引致；
  - (ii) 為求清晰，本行無須負責客戶或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

戶已收納票款之前不能被兌現。如果該等支票不兌現，本行會將其記入賬戶的借項，並且取消就該等記項已計算或已記入貸項的任何利息。

- 7.2 本行所接受存放的任何滙款（不論是郵匯、電匯、電子或可轉讓票據），在本行已收到該等款項之前，均不可提取。若該滙款基於任何理由而無效，客戶的賬戶將立即被記入借項，而本行可取消就該等記項已計算或記入貸項的任何利息。
- 7.3 本行可拒絕接受託收按第三方的命令開出的支票及其他票據。若本行接受該等支票及票據，本行是在毋須承擔任何法律責任的情況下接受該等支票及票據，而客戶會就所有背書的正確性及有效性承擔全部責任。本行不會接受在按第三方命令作出的支票或其他票據上的多重背書，但如與本行已訂立事前安排則除外。
- 7.4 本行所收到以記入賬戶貸項的所有匯票、承付票、票據及其他付款單（以下稱為「**票據項目**」或「**各票據項目**」，視屬何情況而定）均受以下條例的規限：
- (a) 當對賬戶作出付款時，本行所給予的任何貸項是暫時性的，並可被取消，直至本行已收到該付款所代表的款項為止。本行保留接受只託收任何票據項目的權利。
  - (b) 本行可將票據項目直接送交須支付該票據項目的銀行或任何被挑選的代理人，而代理人可透過其所挑選的一名或多於一名副代理人託收該票據項目。任何該等託收代理人 / 副代理人應被視為客戶的代理人。
  - (c) 本行就任何票據項目而針對客戶所具的權利不應因以下各項而受損害：(i) 任何票據項目的遺失、切割或不兌現；(ii) 本行就任何票據項目進行的任何法律程序；或 (iii) 與任何第三方訂立安排（該安排現獲客戶授權）。
  - (d) 在沒有疏忽或故意行為不當的情況下，本行不須就沒有或延遲記入賬戶的貸款負責，不論是否因（但不限於）以下各項而引致的：(i) 停止支付指示；(ii) 透過郵遞遺失；(iii) 延遲或沒有提示、要求、收取或給予不付款通知；或 (iv) 任何票據項目、付款憑單或結單不兌現。
  - (e) 客戶現放棄任何票據項目的拒付說明、提示及不兌現通知，並且（在本行本身沒有疏忽或故意行為不當的情況下）現放棄針對本行所具的反索或抵銷權利。

## 8. 利息

在適用情況下，本行將按其對相關賬戶的現行利率支付利息。利息將按本行不時單獨決定的次數記入貸項。按照市場慣例，本行可就貸項結餘收取費用。

## 9. 提款

- 9.1 提取任何或所有以外幣存款存入的款額須受資金的供應情況所規限。除非本行另行同意，須予提取款額的支付將由本行以作出存款的貨幣，藉銀行本票或即期匯票或電匯的方式作出。
- 9.2 存入本行或本行持有或本行欠下的所有存款只應在維持賬戶的本行香港特別行政區分行，由本行支付或償還。
- 9.3 客戶提款應以本行可憑其獨有的酌情決定權不時決定的方式作出，而客戶應遵從本行可憑其獨有的酌情決定權不時決定的程序。只在本行收到令其滿意的提款指示（包括要求客戶或一名 / 多名獲授簽署人出示他 / 他們的身份證或護照）後，方可作出提款。除得到本行事先書面同意外，不得以非書面方式及在簽署與本行所收到簽名式樣及授權書不符作出提款。就非書面方式提款指令而與本行訂立的任何安排，其風險應全由客戶承擔，而在沒有疏忽或故意行為不當的情況下，本行毋須就客戶與該等安排相關而招致或蒙受的任何損失、損害或法律責任承擔法律責任，客戶應就此對本行可能招致的任何法律責任或合理開支，向本行作出彌補。
- 9.4 港元現金將在計至最接近角位後支付予客戶。這構成全數付款。

## 10. 有關快速支付系統的銀行服務

- 10.1 本第 10 條條文適用於銀行服務。本行向客戶提供銀行服務讓客戶使用快速支付系統進行付款及資金轉賬。快速支付系統由結算公司提供及運作。因此，銀行服務受結算公司不時就快速支付系統施加的規則、指引及程序規限。本第 10 條構成本行現有的「銀行賬戶條款章則」（「**現有條款**」）的一部份。凡與銀行服務相關並與本第 10 條的條文無不一致的現有條款的其他條文將繼續適用於銀行服務。若本條款章則（或其他適用條款）之任何條文與本第 10 條之條文有任何衝突或抵觸，就該衝突或抵觸而言，以後者為準。
- 10.2 就本第 10 條為目的，下列的詞語具下列定義：
- 「**銀行服務**」指本行向客戶不時提供的服務，讓客戶使用結算公司快速支付系統及結算公司就快速支付系統不時提供的電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉賬。
- 「**預設賬戶**」指客戶於本行或任何其他參與者維持的賬戶，並設置該賬戶為預設賬戶，以使用結算公司快速支付系統收取付款或資金，或（如結算公司的規則、指引及程序指明或許可並在指明或許可的範圍內）支取付款或資金。
- 「**電子直接付款授權**」指使用結算公司快速支付系統以電子方式設置的直接付款授權。
- 「**電子直接付款授權服務**」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。
- 「**結算公司**」指香港銀行同業結算有限公司及其繼承人及受讓人。
- 「**結算公司快速支付系統**」或「**快速支付系統**」指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作 (i) 處理直接付款及存款、資金轉賬及其他付款交易；及 (ii) 就電子直接付款授權服務交換及處理指示。
- 「**香港**」指中華人民共和國香港特別行政區。
- 「**參與者**」指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。
- 「**監管規定**」指結算公司、本行、任何其他參與者、彼等各自的聯繫公司或集團公司或客戶不時受規限或被期望遵守的任何法律、規例或法庭判令，或由任何監管機構、政府機關（包括稅務機關）、結算或交收銀行、交易所、業界或自律監管團體（不論於香港境內或境外）發出的任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）。
- 10.3 當客戶要求本行代客戶使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉賬，客戶即被視為已接受本第 10 條的條文並受其約束。除非客戶接受本第 10 條的條文，客戶不應要求本行代客戶設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉賬。

- (e) 本行有權按本行與清算行 (或本行之結算行) 之協議向有關機構或人士報告就所有或任何有關客戶、任何人民幣賬戶及人民幣服務之交易及資料, 毋須事先通知客戶。

## 5. 匯款

- 5.1 客戶知悉提供匯款服務過程之中不論以本票、滙票或款項轉帳 (「滙款」), 本行可在有需要時委派來往行、代理人或承判者, 不論本地或海外, 執行其部份或全部服務。本行將不會為由該來往行、代理人或承判者在超越本行合理的控制下而引致滙款失敗或延誤負上任何損失或賠償的責任。
- 5.2 本行保留權利不接受或處理任何滙款之申請, 毋須通知及提供原因。客戶不可在沒有本行書面同意下取消、修改或推翻任何滙款申請。
- 5.3 除非特別以書面指定, 否則一切滙款將依本行的來往行、代理人或第三者的當時滙價折成付款地的貨幣付款。
- 5.4 滙款之處理是受制於本行可不時定立的截止處理時間。本行不保證可按客戶指定 (不論是否列明在申請內) 的時間處理或完成滙款, 而客戶因此而可能產生或招致的任何損失或損害, 本行不負任何責任。
- 5.5 在不影響第 2.3 條及第 5.2 條下, 如在有關時間客戶之有關賬戶並沒有足夠的貸方結餘 (及預先安排信貸, 如適用), 本行有權不處理客戶的滙款指示, 毋須通知客戶。
- 5.6 任何滙款的付現須遵照收款國家當時法律規定、行政命令、政策、外滙管制或政府行為及市場慣例辦理。本行, 其僱員、來往行、代理人或承判者將不會為滙款在收款國家的有效性及合法性作出保證, 亦不會為任何由於法律規定、行政命令、政策、外滙管制或政府行為及市場慣例或其他超越本行控制的情況, 引致滙款失效或延誤負上任何損失或賠償的責任。如因有關法律規定及市場慣例造成任何損失或延誤, 本行或其僱員或來往行或代理人或任何承判者均不負責。
- 5.7 任何本票或滙票若發現有遺失、被人偷竊或損壞, 客戶須立即以書面通知本行, 並須提供足夠資料給本行作為識別該本票或滙票以作報銷, 此費用由客戶支付。本行將不會處理任何把該本票或滙票領回款項或補發的要求, 除非客戶提供完全書面彌償及符合本行行政規定。本行將不會對任何由於客戶的過失或延誤通知本行所引致的任何損失或賠償負上責任。
- 5.8 儘管有關第 5.7 條之規定, 本行保留權利自行決定選擇是否接受補發本票或滙票之要求或退還有關款項。
- 5.9 本行、其僱員、代理人或承判者不會就以下情況向客戶負上責任: —
- (a) 在傳送滙款時任何超越本行控制的錯誤, 延誤或過失;
  - (b) 因正常郵遞, 電傳, 電報或其他電子方式失敗或延誤送遞任何本票, 滙票或付款指示;
  - (c) 在收款國家延誤提交本票或滙票給受票人以作付款;
  - (d) 收款國家當地之銀行或金融機構未能或延誤識別或找出指定受款人;
  - (e) 由於當時的法律, 行政命令、政策、外滙管制或政府行為及市場慣例或其他超越本行、其僱員、代理人或承判者所能控制的原因使受款人拒絕或無能力實現付款。
- 5.10 若因為超越本行、其僱員、代理人或承判者所能控制的原因引致滙款失敗, 本行無責任向客戶提供協助在收款國家收回滙款, 除非及直至客戶就為此而引致的任何損失或賠償 (不論該協助是否成功) 向本行提供完全彌償。儘管提供協助, 除非本行已收回滙款或其任何部份, 本行才會對客戶有退還款項的責任。
- 5.11 客戶同意本行可將其滙出之款項, 通過其總行或在任何司法管轄區內華僑銀行有限公司之任何分行、關聯公司、集團公司或處理部 (「代處理人士」) 進行處理。並且明白有關滙款申請書及滙款資料將會經過及披露予有關代處理人士。本行及有關代處理人士將不會洩露有關滙款的資料給予任何第三者, 除了本行及有關代處理人士僱員、其來往行及代理人, 以及除非按法律、法庭命令或監管機構的要求。
- 5.12 客戶有責任向本行支付本行與滙款有關的所有費用、佣金、收費、開支及使費, 而本行有權將有關款項記入客戶的任何賬戶。
- 5.13 如滙款之貨幣為人民幣, 客戶同意及確認以下事項: —
- (a) 滙款是受制於不時由中國或香港之任何政府、政府代理、半政府或司法機構、監管機關及團體、清算或結算行或交易機構 (包括但不限於中國人民銀行及香港金融管理局) 就有關任何在中國或香港的人民幣業務或服務發出、發佈或宣佈之任何 (不論是否具有法律效力) 法律、法規、命令、規則、指示、要求、守則、通知、指引、限制或類似規定 (「適用規定」);
  - (b) 客戶 (i) 保證及表示滙款將全面符合適用規定之任何有關規定 (包括但不限於針對滙款之用途及收款人之要求); 及 (ii) 在本行要求時須向本行提供有關交易之任何文件或資料或根據本行與清算行 (或本行之結算行) 之協議或適用規定之要求之任何文件或資料;
  - (c) 客戶在此確認有關人民幣滙款遵守所有中國內地有關的規則及要求;
  - (d) 本行有權按本行與清算行 (或本行之結算行) 之協議或適用規定, 向有關機構或人士報告所有或任何有關客戶、任何人民幣戶口及人民幣服務之交易及資料, 毋須通知客戶; 及
  - (e) 如進行滙款的人民幣資金的全部或部份是經本行之兌換服務而產生的, 而滙款因任何原因被拒絕、取銷或不成功, 本行有權將該筆款項或其任何部份 (在滙出款項前或收回退款後或其他情況下) 以本行釐定的兌換率兌換成原來貨幣, 及將兌換後的款項 (可扣除本行所收費用及開支) 存入客戶的任何賬戶, 作為該筆人民幣款項或其任何部份之退款。
- 5.14 客戶接受有關滙款的所有信息傳遞之延誤、錯誤或遺漏及被錯誤理解的所有風險及責任。
- 5.15 滙款申請書 (包括任何由客戶發出, 而向本行申請滙款或指示本行作出滙款的信函或文件, 「滙款申請書」) 受香港法律管制及解釋。
- 5.16 如滙款申請書的英文及中文版本有任何差異, 以英文版本為準。

## 6. 存款

- 6.1 本行可隨時無須通知客戶, 憑其獨有酌情決定權, 在毋須向客戶承擔法律責任, 或毋須向客戶披露或給予任何理由的情況下, 拒絕接受任何存款或限制可存入的款額, 並退回全部或任何部份交付本行存放的款額。本行可 (憑其絕對酌情決定權) 設定開立賬戶所需的最低款額 (該最低款額可憑本行的絕對酌情決定權不時更改)。本行保留不接受外幣存款的權利。
- 6.2 客戶作出的任何存款應以本行可憑其獨有酌情決定權不時決定的方式作出, 而客戶應遵從本行可憑其獨有酌情決定權不時決定的程序。
- 6.3 以支票票款設定的存款將於結算後當日取值。

## 7. 託收

- 7.1 本行是以託收代理人身份收取所有存入的支票, 而本行可安排將任何該等託收支票由受票人按照其相關的規例處理。本行所收到的託收外幣支票及郵政滙票以及滙票只在本行收到款項後方會記入貸項。在香港的銀行被要求兌現的支票均於存入時記入賬戶的貸項, 但在賬

## 4.2 定義

就本第 4 條為目的，除文義另有所指外，以下詞彙具有以下涵義：—

「**適用規定**」指不時由中國或香港之任何政府、政府代理、半政府或司法機構、監管機關及團體、清算或結算行或交易機構 (包括但不限於中國人民銀行及香港金融管理局) 就有關任何在中國或香港的人民幣業務或服務發佈或宣佈之任何 (不論是否具有法律效力) 法律、法規、命令、規則、指示、要求、守則、通知、指引、限制或類似規定；

「**港元**」/「**HKD**」指香港現行的法定貨幣；

「**中國**」指中華人民共和國 (不包括香港、澳門特別行政區及台灣)；

「**人民幣**」/「**RMB**」指中國現行的法定貨幣；

「**人民幣賬戶**」指人民幣往來賬戶、人民幣定期存款賬戶及人民幣儲蓄賬戶，而單一人民幣賬戶指其任何一個；

「**人民幣往來賬戶**」指客戶於本行開立之人民幣往來賬戶；

「**人民幣定期存款賬戶**」指客戶於本行開立之人民幣定期存款賬戶；及

「**人民幣儲蓄賬戶**」指客戶於本行開立之人民幣儲蓄賬戶。

## 4.3 賬戶運作

- (a) 在受制於本第 4 條中其他條款下，客戶可將人民幣支票或用港元或其他外幣兌換後之人民幣存入人民幣儲蓄賬戶及人民幣往來賬戶。凡存入支票，雖已入帳，仍須經收妥後方能作實。
- (b) 除本行另行同意外，本行不接受人民幣現鈔、硬幣或票據 (支票除外) 存入任何人民幣賬戶內。
- (c) 客戶不可就人民幣往來賬戶開具現金支票或提取現金。就人民幣往來賬戶開具之支票必須註明存入收款人賬戶，而支票不得背書及不可轉讓。
- (d) 從人民幣賬戶提取人民幣現金須得本行同意及視乎本行之現金存量。此外，提取大額人民幣 (由本行釐定之標準) 須以事先三個營業日通知本行。本行保留拒絕執行該等現金提款要求直至本行合適時間及以其他貨幣支付之權利。
- (e) 本行保留權利不開立任何人民幣賬戶或提供任何人民幣服務，毋須通知客戶。

## 4.4 只適用於個人客戶之條款

- (a) 在本第 4.4 條之條款只適用於本行為個人客戶開立之人民幣賬戶及提供之人民幣服務。為免生疑問，個人客戶不包括公司、獨資經營商戶、合夥經營商戶、會所或協會。
- (b) 在申請開立任何人民幣賬戶時，客戶向本行保證及表示客戶是持有香港身份證或其他本行接受的身份證明文件之人士。
- (c) 除本行另行同意外，本行不會提供人民幣賬戶透支服務及人民幣賬戶不容許透支。
- (d) 除本行另行同意外，在客戶持有任何人民幣往來賬戶之任何時間須同時持有人民幣儲蓄賬戶。
- (e) 往來賬戶之客戶可就往來賬戶開具支票，以用於香港內或支付在中國內地廣東省 (包括深圳市) 購買消費品及 / 或接受服務之費用，但用於支付中國內地消費之支票可提取之金額不得超過人民幣 80,000 元或本行可不時指定之其他金額。
- (f) 客戶須確保於任何一天內就人民幣往來賬戶要求付款而有關在中國內地廣東省 (包括深圳市) 購買消費品及 / 或接受服務費用之支票總額不得超過人民幣 80,000 元或本行可不時指定之其他金額。
- (g) 在受制於上述第 4.4(f) 條的前提下，客戶須確保於任何一天內就人民幣往來賬戶要求付款之支票總額不得超過本行可不時指定之最高限額。如其超過最高限額，本行可運用其絕對酌情權 (但非必須) 並毋須事先通知客戶而：(i) 按本行決定之次序支付於同一日提交要求付款的某一部份支票，致使當天支付之總額不高於最高限額；及 / 或 (ii) 退回一張或多於一張已提交要求付款之支票；及 / 或 (iii) 按本行於下一個營業日之轉賬時間 (由本行不時決定) 將本行認為合適的金額從人民幣儲蓄賬戶自動轉賬至人民幣往來賬戶，以支付任何該等支票。
- (h) 本行可不時決定本行可接受轉賬至人民幣往來賬戶之最高金額。人民幣往來賬戶內之貸方結餘金額截於每個營業日之截止時間 (由本行決定) 不得超過最高限額人民幣 80,000 元或本行可不時指定之其他金額。本行獲授權可於任何時間將人民幣往來賬戶內任何超額款項轉至人民幣儲蓄賬戶或客戶於本行持有之任何其他賬戶，或以本行認為適當之任何其他方式處理超額款項而毋須事先通知客戶。
- (i) 若通過賬戶進行兌換，客戶每日存入或提取之最高限額為本行不時指定之數額。若以現金進行兌換，每次交易之最高限額為本行不時指定之數額。
- (j) 本行可提供匯款服務將人民幣從人民幣儲蓄賬戶匯至客戶在中國之同一姓名銀行賬戶。每位客戶匯款之最高限額為每日人民幣 80,000 元或本行不時指定之其他數額。
- (k) 任何從中國存入客戶任何人民幣賬戶之匯款是受制於本行及有關機構之批准。

## 4.5 其他事項

- (a) 有關經由在香港的人民幣結算系統交收或結算的人民幣銀行交易賬項，客戶確認明白及接受人民幣結算系統之運作是受制於人民幣交換所規則 (包括但不限於其中提及的操作程序) (包括其不時的修訂)。
- (b) 客戶確認客戶明白以下有關人民幣之風險：—
  - (i) 人民幣之兌換率可不時變動；
  - (ii) 人民幣現時並不是可自由兌換的貨幣；及
  - (iii) 經香港之銀行將人民幣兌換至其他貨幣是有限制的。客戶確認其接受上述風險。
- (c) 不管本文其他條文之內容及除非本行同意外，人民幣賬戶之操作 (包括支票使用) 及人民幣服務之提供是受制於適用規定的。
- (d) 並不影響及附加於本行就賬戶操作及提供服務享有之權利下，根據或以便符合本行與清算行 (及本行之結算行) 之間的協議或適用規定，本行保留權力不時及隨時 (i) 按其絕對酌情權採取或不採取任何其認為合適的行動，儘管本行與客戶的任何協議有其他相反的條文；(ii) 修改或增加適用於人民幣賬戶或人民幣服務的條款；(iii) 暫停、更改或終止任何人民幣服務之提供；及 (iv) 終止任何人民幣賬戶或轉移或兌換任何人民幣賬戶內之任何款項。



## 銀行賬戶條款章則

本條款章則 (其包含任何本行不時就任何賬戶訂定之特別或補充條款) 管限客戶在本行的賬戶及本行可在賬戶下向客戶提供的產品及服務。

### 1. 定義及解釋

1.1 在本條款章則中，除文意另有所指外，以下詞語應具有以下各自的涵義：

- 「賬戶」 指客戶可在本行不論是單獨擁有或聯同任何其他人士擁有的賬戶，並且包括儲蓄賬戶、往來賬戶、定期存款賬戶及本行可不時提供的任何其他種類的賬戶。
- 「本行」 指香港特別行政區的華僑銀行有限公司分行。
- 「營業日」 指香港及 (如適用) 存款貨幣國家的銀行開門營業的任何日子，但不包括星期六、星期日及公眾假期。
- 「客戶」 指在本行的賬戶持有人，不論是單獨持有或聯同任何其他人士持有。如此等人士超過一位，則客戶一詞將按文意上的需要，視為任何一位、全部或每位該等人士。
- 「匯率」 指由一種貨幣兌換至另一種貨幣而由本行根據有關當時適用外匯市場而決定之兌換率。而該決定是終極性的，並對客戶具有約束力。
- 「外幣」 指港元以外的任何貨幣。
- 「指示」 指客戶有關或為操作賬戶而向本行發出的指示。
- 「債務」 指客戶欠本行的所有款項，不論是如何產生的，並且不論是現在的、將來的、實有的、或有的、主體的、附屬的、各別的或共同的。
- 「產品」 指按照本行單獨決定的條款及條件，由本行不時向客戶提供的銀行或財資產品。
- 「服務」 指按照本行單獨決定的條款及條件，由本行不時向客戶提供的銀行或財資或其他服務。
- 「定期存款」 指客戶存放在本行的定期存款。

1.2 除文意另有所指外：

- (a) 表示單數的詞語應包括眾數，反之亦然；
- (b) 表示男性的詞語亦應包括女性，反之亦然；
- (c) 表示人的詞語應包括個人、獨資經營的商戶、合夥經營的商戶、公司、法團、社團、信託公司或並非法團的團體及其繼承人和承讓人；及
- (d) 任何法律條文指經不時修訂、重新制定或被替代的該條文。

### 2. 客戶指示

- 2.1 有關賬戶的所有指示必須由客戶或代表客戶嚴格按照有關該賬戶在當其時生效的授權書或委託書而發出。所有該等指示應以書面或以本行不時所同意的該等其他方式及 / 或方法作出。
- 2.2 所有指示一經本行接獲，即不可取消、撤銷或修改，但如本行憑其酌情決定權而另行同意則作別論。
- 2.3 若本行按客戶的指示行事會導致付款總額超過賬戶的貸方結餘 (及預先安排信貸，如適用)，本行可選擇不按客戶的指示行事，但如果本行確實按客戶的指示行事，本行可選擇全部或部份或按任何次序執行該等指示，無須參照收到客戶指示的時間。
- 2.4 以書面方式通知本行的客戶或其獲授權簽署人的簽名式樣及簽署權力應維持有效，直至本行收到及接受自客戶的簽名式樣及簽署權力撤銷書為止。
- 2.5 客戶有責任就其獲授權簽署人之委任及更換及其獲授權簽署人發出之指示等事宜，不時採取適當措施予以監控，並採納適當之措施以防範由未獲其獲授權代表發出的指示或指示被用作未獲授權之用途。
- 2.6 本行有權但無義務進行進一步核實簽署，但將簽署與本行紀錄上的簽名式樣作比較則除外。若按本行的意見 (而本行的意見應屬最終及具決定性)，任何支票上的客戶或其獲授權代表 (視屬何情況而定) 簽署有別於存放在本行的簽名式樣，本行應有權不兌現該支票。
- 2.7 本行有權毋須給予任何通知及原因隨時不按任何指示行事。
- 2.8 若指示有任何含糊不清或不一致或有抵觸之處，本行可選擇不按該等指示行事，除非及直至含糊不清或有抵觸之處已獲解決，達致本行滿意的程度，或本行可選擇只按所有獲授權簽署人的指示行事，即使任何相關的現有委託書或指示另有規定。
- 2.9 凡依據或由於指示而完成之任何交易均對客戶在任何方面具有約束力。

### 3. 賬戶

- 3.1 在與申請開立或使用任何賬戶、產品或服務相關的情況下，或在與維持或繼續使用任何賬戶、產品或服務相關的情況下，客戶應向本行提供本行不時要求的所有文件及資料，包括但不限於 (a) 由客戶及 / 或客戶的擁有人或對客戶行使控制權的任何人士，以本行訂明的表格或以本行可能同意的其他表格作出的自我證明；及 (b) 本行為執行盡職審查程序 (包括本行共同申報標準政策) 而規定的所有文件及資料。該共同申報標準政策刊登在 <https://www.ocbc.com/business-banking/policies.html> 的網址，本行亦會按客戶要求提供。
- 3.2 客戶同意受本行共同申報標準政策約束、遵守並履行其在本行共同申報標準政策下的所有責任，以及給予本行共同申報標準政策所規定的所有同意或豁免並採取本行共同申報標準政策所規定的所有其他行動。若共同申報標準政策的任何條文與本條款章則的任何條文有任何衝突或抵觸之處，應以共同申報標準政策的條文為準。

### 4. 人民幣賬戶及人民幣服務

- 4.1 本第 4 條條文適用於本行為客戶開立之人民幣賬戶及本行為客戶提供之人民幣服務。若本條款章則 (或其他適用條款) 之任何條文與本第 4 條之條文有任何衝突或抵觸，就該衝突或抵觸而言，以後者為準。