

Important Notice
重要通知

The T&Cs of General Banking Service (as defined below) will create legal obligations and liabilities on the Client's part. The Client is strongly advised to carefully read and understand the terms and conditions thereof and to seek independent legal advice before the Client agrees to be bound by the T&Cs of General Banking Service.

一般銀行服務條款及細則(如下方定義)會對客戶產生法律義務及責任。銀行強烈建議客戶細心閱讀及了解一般銀行服務條款及細則，並於同意受一般銀行服務條款及細則約束前，尋求獨立之法律意見。

TERMS AND CONDITIONS OF GENERAL BANKING SERVICE
(the "T&Cs of General Banking Service")
一般銀行服務條款及細則
(“一般銀行服務條款及細則”)

PART I
第一部份
GENERAL PROVISIONS FOR GENERAL BANKING SERVICE
一般銀行服務一般條文

1. DEFINITIONS AND INTERPRETATIONS
定義及釋義

- 1.1 In the T&Cs of General Banking Service, unless the context otherwise requires, the following words and expressions shall have the following meanings:-
在一般銀行服務條款及細則中，除非上下文另有規定，否則下述的文字及詞語將具有下列所述的含意：

"Account Mandate" 「帳戶指令」	means the Account Opening Form, signature card(s) and all other documents for corporation, partnership, sole proprietorship, individual or joint account in the form prescribed by the Bank in relation to giving instructions of the opening, operation, maintenance or closing of the Bank Account and/or the Banking Service. 指有限公司、合夥商號、獨資、個人或聯名帳戶由銀行指定規格的開戶申請書、印鑑卡及所有其他關於給予銀行帳戶及/或銀行服務的開立、操作、保持或結清之指令。
"Account Opening Form" 「開戶申請書」	means the documents in the form prescribed by the Bank from time to time for opening account(s) with the Bank. 指不時由銀行指定規格的開戶的文件。
"AEOI" 「AEOI」	means "Automatic Exchange of Financial Account Information" or one or more of the following, as the context requires: (i) FATCA; (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or any other arrangement between Hong Kong and any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations, guidance or standards described in (i) and (ii)

above; and (iv) any legislation, regulations or guidance implemented in Hong Kong to give effect to the matters outlined above.

指「自動交換財務帳戶資料」或(按文意所需)任何一個或多個以下意義: (i) FATCA; (ii)經濟合作與發展組織(OECD)之自動交換財務帳戶稅務資料之標準-共同申報準則及任何相關指引; (iii)為實施、遵循或補充上列(i)或(ii)所指的法律、規則、指引或標準。香港與其他司法權區(包括與每個司法權區內之任何政府機構訂立的跨政府協議、條約、規則、指引、標準或其他安排;及 (iv)為使上述事情產生效力而在香港制訂之法例、規則或指引。

"Affiliates"
「關聯公司」

means, in relation to the Bank, (i) any entity controlled, directly or indirectly, by the Bank; (ii) any entity that directly or indirectly controls the Bank or (iii) any entity directly or indirectly under common control with the Bank; and **"control"** of any entity or person means beneficial ownership directly or indirectly, of more than 50% of the issued ordinary or common share capital (or the like) of the entity or person.

指·就銀行而言·(i)由銀行直接或間接控制的任何實體; (ii)直接或間接控制銀行的任何實體; 或(iii)共同由銀行直接或間接控制的任何實體; 及「**控制**」任何實體或個人是指直接或間接擁有該實體或個人的已發行普通股資本(或類似資本)50%以上的實益所有權。

"Agreement"
「本協議」

means the agreements for the Bank Account and the Banking Service entered into between the Client and the Bank in writing as varied, modified, amended or supplemented from time to time, including, without limitation, the Account Mandate, the T&Cs of General Banking Service and any authority delegated and all other documents signed by the Client to the Bank in respect of the Bank Account and the Banking Service or any one of them.

指客戶與銀行就關於銀行帳戶及銀行服務所訂立及不時修改、更改、修訂或補充的書面協議·包括但不限於帳戶指令、一般銀行服務條款及細則及客戶就銀行帳戶及銀行服務而授予銀行的任何權限及簽署予銀行的所有其他文件或任何上述一項。

"Applicable Laws"
「適用法律」

means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements (whether or not having the force of law, but, if not having the force of law, being a type with which any person to which it applies is accustomed to comply) of any relevant jurisdiction, market or regulatory Authority which are applicable to the transactions contemplated hereunder from time to time.

指不時適用於一般銀行服務條款及細則項下擬議的交易之任何相關司法管轄區、市場或監管機構之所有法律、規則、規例、指引、指令、通函、守則及披露要求(不論是否具有法律效力·但如果不具有法律效力·則是任何其適用的人士習慣遵守的一類)。

"Authority"
「主管機構」

means the government of Hong Kong or any other jurisdictions, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality,

regulatory (including self-regulatory) or supervisory body or commission, central bank or banking commission, court or other entity exercising statutory, regulatory, judicial, administrative, taxing or supervisory powers or functions of or pertaining to government, or other regulatory body, exchange, clearing house or market operated by such exchange, industry or other agency which in the opinion of the Bank, has jurisdiction over the Bank Group, the Client, the Banking Service and/or the Bank Account.

指香港政府或任何其他司法管轄區或其任何政治分區，不論是國家還是地方政府，及任何機構、主管機構、部門、監管(包括自我規管)或監督機構或委員會、中央銀行或銀行業務委員會、法庭或其他行使法定、監管、司法、行政、稅務或監管的權力或職能或附屬於政府或其他監管機構、交易所、結算所或該交易所、行業或其他機構經營的市場，而銀行認為其對銀行集團、客戶、銀行服務和/或銀行帳戶擁有管轄權的實體。

"Authorized Person"
「獲授權人士」

means, the person(s) authorized by the account holder(s) and accepted by the Bank for or in connection with the establishment, operation, maintenance or closing of the Bank Account or the Banking Service from time to time.

指不時為開立、操作、維持或結清銀行帳戶或使用銀行服務而由銀行帳戶持有人授權及為銀行接受的人士。

"Bank"
「銀行」

means Cathay United Bank Company, Limited, Hong Kong Branch (a branch of a company with limited liability incorporated in Taiwan) and any of its offices or sub-branches in Hong Kong and includes its successors or assigns.

指國泰世華商業銀行股份有限公司香港分行(一家於台灣註冊成立的有限責任公司之分支機構)及其在香港的任何辦事處或支行，並且包括其繼承人或受讓人。

"Bank Account"
「銀行帳戶」

means any one or more or all of statement savings account, current account, time deposit account, reserve account and any other forms of accounts of similar nature now or hereafter maintained in the Client's name with the Bank.

指客戶現在或將來以客戶名義在銀行開立的任何一個或多個或全部的結單儲蓄帳戶、往來帳戶、定期存款帳戶、備償帳戶及任何其他性質類似的帳戶。

"Bank Group"
「銀行集團」

means the Bank and any of its Affiliates and any of their branches.

指銀行及其任何關聯公司及他們的任何分行。

"Banking Service"
「銀行服務」

means the services in respect of the Bank Account or any other similar forms of bank accounts and other types of banking service, including, without limitation, remittance service provided or to be provided by the Bank to the Client from time to time.

指銀行不時提供或將提供予客戶的關於銀行帳戶或任何其他性質類似的銀行帳戶及其他類型的服務，包括但不限於匯款服務。

"Business Day"
「營業日」

means a day when banks are generally open for business in Hong Kong but excluding Saturdays and Sundays and any day on which typhoon signal No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not

lowered at or before 12:00 noon or on which a "black" rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon; or day specified in the specific transaction.

指香港銀行一般營業的一天，但不包括星期六、星期日；及於八號或以上之颱風訊號懸掛或於上午 9 時至中午 12 時仍然維持及於中午 12 時或之前仍未除下或「黑色」暴雨警告訊號懸掛或於上午 9 時至中午 12 時仍然維持及於中午 12 時或之前仍未取消的任何一天；或特定交易中指明的日子。

"China"
「中國」

means the People's Republic of China.
指中華人民共和國。

"Client"
「客戶」

means the person or each person in whose name a Bank Account is opened or maintained or a Banking Service is set up or provided by the Bank and, where the context permits, includes the Authorized Persons.

指銀行以其名義為其開立或維持銀行帳戶或為其設立或提供銀行服務的人士或每位人士，及如文義許可，包括獲授權人士。

"Consolidated Statement Address"
「綜合結單地址」

means the address specifically designated by the Client and agreed by the Bank to be the address for receiving a consolidated statement, as may be effectively amended by the Client from time to time by notification to the Bank pursuant to the provisions of the T&Cs of General Banking Service; and in the absence of such specific designations, the Consolidated Statement Address shall be that of the Correspondence Address.

指客戶特意指定而銀行同意為收取綜合結單的地址，其可按一般銀行服務條款及細則的條文向銀行作出通知而不時有效地更改；而若客戶沒有如此特意指定該地址，則綜合結單地址應為通訊地址。

"Correspondent Agent"
「業務代理」

means anyone who acts as the Bank's agent in executing transactions for or providing service to the Client in Hong Kong or elsewhere including, and without limitation, correspondent bank, custodian, sub-custodian, nominee, broker or dealer.

指代表銀行在香港或其他地方為客戶執行交易或提供服務的代理人，包括但不限於代理銀行、託管人、分託管人、代名人、經紀或交易商。

"FATCA"
「FATCA」

means Foreign Account Tax Compliance Act, i.e.:
指《外國帳戶稅務合規法案》，即

- (i) sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
《1986 年美國國內稅收法（經修訂）》第 1471 至 1474 條，或其任何經修訂或繼後版本；
- (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with paragraph (i) above, including as entered into the government of Hong Kong;
政府與監管機構就以上(i) 段所訂立的任何政府間協議

	、諒解備忘錄、承諾書及其他安排，包括由香港政府所訂立的任何政府間協議、諒解備忘錄、承諾書及其他安排；
	(iii) agreements between the Bank and the Internal Revenue Service of the United States or other regulator or government agency pursuant to or in connection with paragraph (i) above; and 銀行與美國國稅局或其他監管機構或政府機構根據或就以上(i)段所訂立的協議；及
	(iv) any laws, rules, regulations, interpretations or practices adopted in the United States, Hong Kong or elsewhere pursuant to any of the foregoing; and 任何根據前述在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或常規。
"FPS Service" 「快速支付服務」	shall have the meaning given to it in Part IV Clause 2. 應具有第四部份第 2 條給予的含義。
"Hong Kong" 「香港」	means the Hong Kong Special Administrative Region of China. 指中國香港特別行政區。
"Hong Kong Dollars" 「港幣」	means the lawful currency for the time being of Hong Kong. 指現時香港的合法貨幣。
"HKMA" 「金管局」	means the Hong Kong Monetary Authority. 指香港金融管理局。
"Hong Kong Resident" 「香港居民」	means, for the purpose of the T&Cs of General Banking Service, an individual who is holder of a Hong Kong Identity Card despite that he may also hold an identity proof of residency or citizenship of another jurisdiction. 指，就一般銀行服務條款及細則的用途而言，持有香港身份證的個人，不論其是否持有其他司法管轄區的居民或市民身份。
"Non-Hong Kong Resident" 「非香港居民」	means, for the purpose of the T&Cs of General Banking Service, an individual who is not Hong Kong Resident. 指，就一般銀行服務條款及細則的用途而言，並非香港居民的個人。
"Renminbi" 「人民幣」	means the lawful currency of China for the time being. 指中國現時的法定貨幣。
"PBOC" 「人民銀行」	means the People's Bank of China and its successors or assigns. 指中國人民銀行及其繼承人或受讓人。
"Signing Arrangement" 「簽署安排」	means the signing arrangement of the person(s) with authority to open, operate, maintain and close the Bank Account and/or use or terminate the Banking Service subject to change from time to time and accepted by the Bank. 指銀行接納及不時修訂的有權開立、操作、維持及結清銀行帳戶及/或使用或終止銀行服務的人士的簽署安排。
1.2	The clause headings in the T&Cs of General Banking Service are for convenience only and shall not affect the interpretation or construction of the T&Cs of General Banking

Service and have no legal effect.

在一般銀行服務條款及細則中條款的標題僅為方便而加添，不影響一般銀行服務條款及細則的解釋或詮釋，亦沒有法律效力。

- 1.3 References in the T&Cs of General Banking Service to the singular shall include references to the plural and vice versa and pronouns of either gender or neuter shall include the other pronoun forms as the context requires.
在一般銀行服務條款及細則中，表示單數之詞語同時亦含複數之意思，反之亦然。表示其任何性別或中性的詞語，按上下文不同的要求，包括其他性別的代名詞之意思。
- 1.4 References in the T&Cs of General Banking Service to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to the T&Cs of General Banking Service. However, the words “**herein**”, “**hereof**” and “**hereunder**” and other words of similar import refer to the T&Cs of General Banking Service as a whole and not to any particular clause or other subdivision of the T&Cs of General Banking Service.
除非另有說明，於一般銀行服務條款及細則對條款及分條款的援引應被解釋為對一般銀行服務條款及細則內的條款及分條款的援引。但是，「**於此**」、「**在此**」、「**在此項下**」的詞語及其他具有類似含義的詞語，是指一般銀行服務條款及細則的整體，而不是一般銀行服務條款及細則的任何特定條款或其他分部份。
- 1.5 References in the T&Cs of General Banking Service to any party hereto shall be deemed to be references to or to include their respective successors, personal representatives and permitted assigns.
於一般銀行服務條款及細則對任何一方當事人的援引應被解釋為對及包括其繼承人、遺產代表人及許可受讓人的援引。
- 1.6 Reference in the T&Cs of General Banking Service to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
於一般銀行服務條款及細則對任何條例的援引應被解釋為對及包括不時修改、延展、重訂的該法例及其規則及規例的援引。
- 1.7 References in the T&Cs of General Banking Service to the “**T&Cs of General Banking Service**” or any other documents shall, except otherwise expressly provided, include references to the T&Cs of General Banking Service or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements the T&Cs of General Banking Service or any such other documents.
於一般銀行服務條款及細則中對「**一般銀行服務條款及細則**」或其他文件的援引，除非另有規定，應被解釋為對及包括一般銀行服務條款及細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就一般銀行服務條款及細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件的援引。
- 1.8 References in the T&Cs of General Banking Service to the “**Bank**”, “**we**”, “**our**”, “**ours**” or “**us**” are to be construed as references to “**Cathay United Bank Company, Limited, Hong Kong Branch**” and references in the T&Cs of General Banking Service to “**the Client**”, “**you**”, “**your**” or “**yours**” are to be construed as references to the Client(s) who maintain(s) the Bank Account with or use(s) the Banking Service provided by “**Cathay United Bank Company, Limited, Hong Kong Branch**” from time to time.
於一般銀行服務條款及細則對「**銀行**」或「**吾等**」的援引應被解釋為對「**國泰世華銀行有限公司香港分行**」的援引及於一般銀行服務條款及細則對「**客戶**」、「**貴公司**」或「**閣下**」的援引應被解釋為對不時於「**國泰世華商業銀行股份有限公司香港分行**」開立帳戶或使用由「**國泰世華商業銀行股份有限公司香港分行**」提供的銀行服務之客戶的援引。
- 1.9 The terms “**shall**”, “**will**” and “**agree**” are mandatory, and the term “**may**” is permissive.

「應」、「須」及「同意」的詞語是強制性的，「可」的詞語是容許性的。

- 1.10 **“amendment”** includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and **“amended”** will be construed accordingly.
「修訂」的名詞包括一項補充、約務更替、延期(不論到期日或其他情況)、重述、重訂或替代(不論是基本的及不論是否更嚴苛的)及「修訂」的動詞應作如是解釋。
- 1.11 **“assets”** include present and future properties, revenues and rights of every description.
「資產」包括現在及將來的財產、收入及權利的每種描述。
- 1.12 A **“day”** shall mean a calendar day unless utilized in the defined term Business Day.
除非在定義詞語的營業日使用，否則「日期」是指曆日。
- 1.13 A **“disposal”** of assets includes a sale, transfer and any other kind of disposal of, and the grant of any option in respect of, any right or interest, legal or equitable, in such assets, and any agreement for any of the foregoing (and **“dispose”** shall be construed accordingly).
資產的一項「處置」包括該等資產的一項出售、轉讓及任何其他方式的處置、關於該等資產的法律或衡平法的任何權利或權益的選擇權的授予及任何上述事項的任何協議(及「處置」的動詞應予以相應解釋)。
- 1.14 A **“guarantee”** includes reference to any indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay an indebtedness, and **“to guarantee”** (and all conjugations thereof) and **“guaranteed”** shall be construed accordingly.
一項「擔保」包括對財務損失的任何彌償或其他保證，包括因任何人士未能支付債務而引起購買資產或服務的義務，及「提供擔保」(以及所有詞形變化)及「被擔保」應予以相應解釋。
- 1.15 The words **“include”** and **“including”** are to be construed **“include/including without limitation”**.
「包括」應被解釋為「包括但不限於」。
- 1.16 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.
「債務」包括任何付款或還款責任(無論作為主債務人或擔保人而招致的)，不論是現在或將來的、實際或或然的。
- 1.17 The word **“or”** is not exclusive.
「或」此一字詞沒有排他性。
- 1.18 A **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not have separate legal personality).
「人士」包括任何個人、商號、公司、法人團體、政府、國家或國家機關或任何協會、信託、聯營關係、財團或合夥企業(不論是否具備獨立法人身份)。
- 1.19 **“repay”** (or any derivative form thereof) shall, subject to any contrary indication, be construed to include **“prepay”** (or, as the case may be, the corresponding derivative form thereof).
「償還」(或其任何的衍生方式)應，受限於任何相反的指示，予解釋為包括「提前還款」(或，視情況而定，其相應的衍生字詞)。
- 1.20 **“rights”** includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature

whatsoever).

「權利」包括（在每種情況下為任何性質的）權利、授權、酌情權、濟助、自主權、權力、地役權、準地役權及附屬權利。

- 1.21 Unless a contrary indication appears, any obligation of the Client under the Agreement which is not a payment obligation remains in force for so long as any payment obligation of the Client is, may be or is capable of becoming outstanding under the Agreement.

除非顯示一項相反的指示，如客戶於本協議項下的支付義務仍未償還或可能成為應付未付，客戶於本協議項下的付款義務以外的任何義務將繼續維持有效。

- 1.22 Where the Agreement specifies an amount in a given currency (the “**specified currency**”) “**or its equivalent**”, the “**equivalent**” is a reference to the amount of any other currency which, when converted into the specified currency utilizing the Bank’s spot rate of exchange for the purchase of the specified currency with that other currency at or about 11:00 a.m. on the relevant date, is equal to the relevant amount in the specified currency.

如果本協議指明某種貨幣（「指明貨幣」）的款項「或其等值款項」，則「等值款項」是指以銀行的即市貨幣兌換率於或大約於相關日期上午 11 時把任何其他貨幣購買指明貨幣時，等於以指明貨幣計值的相關款項的，以任何其他貨幣計值的款項。

- 1.23 Any payment date which is due to occur, or period which is due to end on a day that is not a Business Day shall occur or end (as the case may be) on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

任何到期發生的支付日期、到期完結的期間的日期為非營業日，則該支付日期或完結日期應於同一曆月（如有）的下一個營業日或（如沒有）前一個營業日發生或結束（視適用情況而定）。

2. **THIRD PARTY RIGHTS** 第三者權利

- 2.1 Save as otherwise provided in the Agreement, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (“**Third Parties Ordinance**”) to enforce or enjoy the benefit of any term of the Agreement.

除本協議另有規定外，並非本協議訂約方的人士無權根據《合約（第三者權利）條例》（香港法例第 623 章）（「**第三者條例**」）強制執行或享有任何本協議條款的權利。

- 2.2 Notwithstanding any term of the Agreement the consent of any person who is not a party to the Agreement is not required to rescind or vary the Agreement at any time.

儘管本協議有任何條款，於任何時候撤銷或更改本協議都不需要任何並非本協議訂約方的人士的同意。

- 2.3 Any of the Bank’s director, officer, employee, affiliate or agent may, by virtue of the Third Parties Ordinance, rely on any provision of the T&Cs of General Banking Service and the Agreement (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

任何銀行董事、主管人員、員工、關聯公司或代理人可憑第三者條例依賴一般銀行服務條款及細則和本協議的任何明文賦予該人士權利或利益的條款（包括但不限於任何賠償、限制或免除責任）。

3. **BANKING SERVICES** 銀行服務

- 3.1 The Bank shall provide the Client with one or more or all of the Banking Service upon and subject to the T&Cs of General Banking Service and to such extent as the Bank

shall consider fit.

銀行根據一般銀行服務條款及細則及銀行認為合適的情況向客戶提供一項或多項或全部的銀行服務。

- 3.2 The Banking Service shall be provided to the Client within the office hours as conclusively determined by the Bank from time to time in the Bank's absolute discretion.
銀行服務將於銀行絕對酌情權終局決定的營業時間內提供予客戶。
- 3.3 The Bank is at liberty to withdraw, cancel or revoke the Banking Service at any time in whole or in part.
銀行有權於任何時間全部或部份地撤回、取消或撤銷銀行服務。
- 3.4 The Bank may from time to time upon the Client's application open any Bank Account and/or provide any Banking Service at the Bank's sole and absolute discretion. The Bank may refuse an application for any Bank Account and/or Banking Service for any reason. Any Bank Account and/or Banking Service opened, maintained and/or provided shall be upon and subject to the Agreement and the T&Cs of General Banking Service and subject to such other conditions and requirements as the Bank thinks fit.
銀行可不時按其獨有及絕對的酌情權，於客戶提出申請時為客戶開立任何銀行帳戶及/或提供任何銀行服務。銀行可以任何原因拒絕接納任何銀行帳戶及/或銀行服務的申請。任何開立、維持及/或提供的銀行帳戶及/或銀行服務須受本協議、一般銀行服務條款及細則及其他銀行認為合適的條件及要求所規限。
- 3.5 To enable the Bank to consider whether to open and/or provide the Client with any Bank Account and/or Banking Service, the Client is required to supply to the Bank from time to time the following documentation and information:-
為使銀行考慮是否為客戶開立及/或提供任何銀行帳戶及/或銀行服務，客戶須不時向銀行提供下列文件及資料：
- (a) the Agreement together with any specific application form(s) for the relevant Bank Account and/or Banking Service has been duly completed and signed by the Client;
本協議連同任何已經由客戶填妥並簽署的有關銀行帳戶及/或銀行服務的指定申請書；
 - (b) a self-certification from the Client and/or the Client's owner(s) or shareholder(s) as to his/their status in the Bank's prescribed form or in such other form agreed by the Bank, or such other documentary evidence acceptable to the Bank; and
客戶及/或客戶的擁有人（等）或股東（等）就其身份而向銀行提交的自我證明書，其形式由銀行訂明、或由銀行同意以其他形式作出，或銀行接受的其他證明文件；及
 - (c) all documentation and other information required by the Bank for the purpose of performing the due diligence and identification procedures in relation to the Client in accordance with all Applicable Laws and its internal policies (including, but not limited to, verification of the identity of the Client or, as the case may be, owner(s) or shareholder(s) of the Client and source of funds and the nature of business of the Client).
銀行按所有適用法律及其內部政策而進行與客戶有關的盡職調查及識別程序所要求的所有文件及其他資料（包括但不限於對客戶或，按情況而定，其擁有人或股東的身份、及客戶的資金來源及業務性質進行核證）。
- 3.6 The Client agrees that the operation of the relevant Bank Account and the use of the Banking Service shall fully comply with and adhere to all Applicable Laws.
客戶同意相關銀行帳戶的運作及銀行服務的使用完全符合並遵守所有適用法律。
- 3.7 The Client hereby warrants, represents and undertakes that:-
客戶現保證、聲明及承諾：
- (a) all information (written or otherwise) furnished by the Client to the Bank at any

time is true and accurate in all material respects and does not omit material facts; 所有客戶於任何時間向銀行提供的資料 (書面的或其他形式的) 在所有要項上是真實及準確的，亦沒有遺漏重要事實；

- (b) the Client will from time to time provide such information and documents (including any self-certification) as the Bank may from time to time require or deem necessary for the purpose of compliance with any Applicable Law or any obligations imposed on any Bank Group member under any present or future contractual or other commitment with any Authority or compliance with the Bank's internal policy and procedures;

為使銀行符合任何適用法律、或符合與任何主管機構現在或將來合約訂明的或其他的承諾下向任何銀行集團成員上施加的任何義務、或銀行內部的政策及程序，客戶會按銀行不時提出的要求或因銀行認為需要，而不時向銀行提供該等所需的資料及文件(包括任何自我證明書)；

- (c) the Client will promptly notify the Bank in writing of any change in circumstances that results in any change in any information furnished to the Bank or any change in the status of the Client (including any change in nationality, tax residence status or residence status, residence address and mailing address, telephone or facsimile number and email address) and where the Client is a partnership or a company, any change in its constitution, partners (including any change in tax residence status), shareholders (including any change in tax residence status), directors or company secretary, or the nature of the Client's business.

客戶會就任何情況上的改變而導致任何已向銀行提供的資料有所改變，或任何客戶狀況上的改變 (包括國籍、稅務居民身分、居所、居住地址及郵寄地址、電話號碼、傳真號碼及電郵地址)，以書面形式及時通知銀行。若客戶是合夥商號或公司，則就任何其章程、合夥人 (包括其稅務居民身分)、股東 (包括其稅務居民身分)、董事或公司秘書、或客戶業務性質的改變，以書面形式及時通知銀行。

3.8 If the Client consists of two or more persons, the following provisions shall apply:-
若客戶由兩名或以上人士組成，下列規定將適用：

- (a) the obligations and liabilities of such persons under the Agreement and/or the T&Cs of General Banking Service or in connection with any transaction or contract made under the Agreement and/or the T&Cs of General Banking Service shall be joint and several and any demand made by the Bank to any one or more of the Client so jointly and severally liable shall be deemed to be demand made to all such persons constituting the Client;

該等人士在本協議及/或一般銀行服務條款及細則或與任何在根據本協議及/或一般銀行服務條款及細則訂立的交易或合同下的義務及責任是共同及各別的。銀行對如此共同及各別承擔責任的客戶其中一人發出的要求將被視為對所有須如此共同及各別承擔責任的構成客戶人士發出的要求；

- (b) the Bank is at liberty to release or discharge any one or more of the persons constituting the Client from liability under the Agreement and/or the T&Cs of General Banking Service or to compound with, accept compositions from or make any other arrangements with any of such persons without in consequence releasing or discharging one or more person(s) constituting the Client from the Agreement and/or the T&Cs of General Banking Service or otherwise prejudicing or affecting the Bank's rights and remedies against the other person(s);

銀行可隨意免除或解除構成客戶中任何一位或多位人士在本協議及/或一般銀行服務條款及細則下的責任，或與任何該等人士訂立債務重整本協議、接納債務重整本協議或作出其他安排，但此舉不會免除或解除構成客戶中任何一位或多位人士在本協議及/或一般銀行服務條款及細則下的責任或在其他方面妨礙或影響銀行針對其他人等的權利及濟助；

- (c) all instructions and transactions relating to any Bank Account or (as the case may be) any Banking Service in the event of the death of any one or more of the persons constituting the Client shall be subject to any claim or objection of the Estate Duty Commissioner or any other relevant authority and shall be without prejudice to any right which the Bank may have arising out of any lien, charge,

pledge, set-off, claim, counterclaim or otherwise whatsoever or any step or legal proceedings which the Bank may in its absolute discretion deem desirable to take in view of any claim by any person other than the survivor(s) of them or the executors or administrators of the deceased;

若構成客戶的其中一人或多人去世，一切有關任何銀行帳戶或(視情況而定)任何銀行服務的指示及交易將受遺產稅署長或任何其他當局所發出之任何索償或反對約束，但不影響銀行根據留置權、押記、質押、抵銷權、索償、反索償或任何其他權利；同時，也不影響銀行由於尚存客戶或已故客戶之遺囑執行人或遺產管理人以外的任何人的索償，而全權決定有必要採取的任何步驟或法律行動；

- (d) subject to Sub-clause 3.8(c) above, the Bank shall hold on the death of any of the persons constituting the Client all credit balance or balances, securities and property(ies) in all the accounts and all moneys due by the Bank to the Client under any transactions and services to the order of the survivor(s) of the Client or the executor(s) or administrator(s) of the last survivor of the Client (in the case of death of all the persons constituting the Client), and any payment by the Bank as above shall be an absolute, full and conclusive discharge to the Bank as against the Client (including the deceased and his/her estate and successor) provided that the Bank may require the production of documentary proof of the death and/or the relevant legal grant to the estate of the deceased; and

在受上文第 3.8(c)條規限的情況下，若構成客戶的其中一人去世，銀行將繼續為構成客戶的其餘尚存人士或(若全部構成客戶的人士均去世)構成客戶之中最後尚存一人之遺囑執行人或遺產管理人持有客戶所有在帳戶內之全部貸記結餘或餘額、證券及物業，及銀行在任何交易及服務下所欠客戶之款項。所有銀行如上的付款會是銀行對客戶(包括已故者及其遺產承繼人及繼承人)責任的絕對、完全及終局性的解除，惟銀行可要求呈示死亡證明文件及/或向去世人士的遺產發出的法定管理權書；及

- (e) the Bank's set off right hereunder may be exercised against any one or more of such persons such that money, property or proceeds otherwise payable to the Client may be applied by the Bank in or towards the satisfaction of any obligations or liabilities owing to the Bank by any one or more (albeit not all) of the persons comprising the Client.

銀行可針對任何一位或多位該等人士行使根據一般銀行服務條款及細則項下可行使的抵銷權，令銀行可運用本應付予客戶的款項、財產或所得款項，以清償任何一位或多位(即使不是全部)構成客戶的人士欠負銀行的任何義務或責任。

3.9 If the Client is a firm (whether sole proprietorship or partnership firm), the following additional provisions shall apply:-

若客戶為商號(無論為獨資經營或合夥商號)，下列額外規定亦將適用：

- (a) the Client and the proprietor/partners and persons carrying on business in the name of the firm concerned now or at any time hereafter shall be jointly and severally liable under the Agreement and/or the T&Cs of General Banking Service;

客戶及經營者/合夥人及現在或以後任何時間以有關商號名義進行業務的人士，在本協議及/或一般銀行服務條款及細則下的責任是共同及各別的；

- (b) the Client shall immediately advise the Bank of any change (i) in the constitution or membership of the firm (whether by retirement, death, bankruptcy or admission of new parties); or (ii) in the name of the firm. Unless expressly released, the Client and all persons signing the Agreement and/or the T&Cs of General Banking Service as the proprietor or partners of the Client shall continue to be liable under the Agreement and/or the T&Cs of General Banking Service irrespective of any such change;

客戶須立即通知銀行任何以下的改變(i)商號的改組或其成員之變更(無論因成員退休、去世、破產或有新成員加入)；或(ii)商號名稱的更改。儘管有任何如此的變更，客戶及所有在本協議及/或一般銀行服務條款及細則項下以經營者或合夥人簽署的人士仍將繼續承擔其在本協議及/或一般銀行服務條款及細則下的責任，除非彼等的責任已明確地被解除；

- (c) unless the Bank shall have actually received written notice from the Client of any change in the membership or constitution of the firm, whether as a result of death or otherwise, irrespective of whether such change has been reported to or filed on public records with the Business Registration Office or any other relevant government department or authority, the proprietor or the partners (as the case may be) of the firm on record with the Bank shall remain liable to the Bank as such and be deemed to have represented at all times to the Bank that the constitution and name of the firm have remained unchanged and the Bank shall be entitled to act accordingly and all the T&Cs of General Banking Service under the Agreement and/or the T&Cs of General Banking Service and authorities given to the Bank Account(s) and/or the relevant Banking Service(s) shall continue to be binding and of full effect;
除非銀行已實際收到客戶有關商號改組或其成員有變更(無論因有人去世或其他原因)的書面通知,否則即使該項變更已向商業登記處或任何其他政府部門或機關申報或於該處的公共記錄上存檔,銀行記錄中商號的經營者或合夥人(視情況而定)將仍須以該身分對銀行負責,並被視為由始至終向銀行表示,該商號的組織及名稱保持不變,而銀行有權相應地行事,並且本協議及/或一般銀行服務條款及細則下的所有條款及就銀行帳戶及/或有關銀行服務向銀行發出的授權將持續具約束力並具全面效力;
- (d) for the avoidance of doubt, the word "Client" shall include the firm and its sole proprietor or partners (as the case may be) for the time being and all the T&Cs of General Banking Service hereof shall be so construed accordingly;
為免生疑問,「客戶」一詞包括商號及其當時的獨資經營者或合夥人(視情況而定)。所有一般銀行服務條款及細則內的條款亦如是解釋;
- (e) in case of a partnership firm (the "Firm"), if any one or more of the partners cease to be a partner of the Firm by death, retirement, bankruptcy or otherwise, the Bank shall be entitled and is authorized:-
就合夥商號(「商號」)而言,若任何一位或多位合夥人因去世、退休、破產或其他原因不再是商號的合夥人,銀行有權及被授權:
- (i) to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business of the Firm and to deal with any matter whatsoever concerning or arising from the Bank Account or (as the case may be) the Banking Service and any transactions relating thereto (including without limitation the power to close any Bank Account) as if there had been no change in the Firm and all transactions effected pursuant to the request or instruction of such surviving or continuing partners or partner shall be conclusively binding on all the partners or their respective estates and personal representatives, including the one or more of the partners who shall have ceased to be a partner or partners; and/or
視當時尚存或繼續身為合夥人的人士為具全權進行商號的業務及處理與銀行帳戶或(視情況而定)銀行服務有關或因而產生的事務及任何有關之交易(包括但不限於取消任何帳戶的權力),猶如商號並無發生任何改變,而根據該等尚存或繼續身為合夥人的人士的要求或指令訂立的所有交易將對所有合夥人或其個別的遺產及遺產代理人(包括已不應再是合夥人的一位或多位合夥人)具終局性約束力;及/或
- (ii) in the absence of written instructions to the contrary signed by all partners of the Firm immediately before such cessation, to close or suspend the Bank Account or (as the case may be) to terminate or suspend the Banking Service without any prior notice or reference to the Client. The securities, property(ies) or proceeds held in any account of the Client (subject to any rights or claims of the Bank thereon) shall be held by the Bank to the order of all partners of the Firm immediately before such cessation; and/or
如沒有收到在有關合夥人如上文所述不再是合夥人前的所有合夥人所簽署具相反意向的書面指示前,取消或暫停銀行帳戶的運作或(視情況而定)終止或暫停銀行服務而毋須通知或知會客戶。在客戶任何銀行帳戶中持有的證券、物業或款項(在不影響銀行於其中擁有的任何權利或權

利主張的情況下)將由銀行為該合夥人不再是合夥人前的商號之所有合夥人持有；及/或

- (iii) at the request of the surviving or continuing partner(s) for the time being, to open a new Bank Account or (as the case may be) to set up new Banking Service with them in the same name as that of the Firm (hereinafter referred to as the "**New Firm**") and to carry on business with them and to collect and pay thereto any or all cheques, bills, drafts, promissory notes and/or other instruments with the name of the firm as the named payee (whether they are in fact payable to the Firm or the New Firm) without enquiry and such collection and payment shall be a valid discharge to the Bank and conclusively binding on all of the partners of the Firm and their respective estates and/or personal representatives, including the one or more of the partners who shall have so ceased to be partner or partners, irrespective whether or not such payment or collection will in fact result in reduction, payment or satisfaction of any or all of the debts or liabilities of the New Firm to the Bank and/or otherwise be used only for the benefit or business of the New Firm or the partners of the New Firm to the Bank's knowledge.

在當時尚存或繼續身為合夥人的人士的要求下，為彼等以該商號的名義(「新商號」)開立新銀行帳戶或(視情況而定)設立新銀行服務，並與彼等進行業務，及不經詢問代其收取及支付任何或所有以該商號為指名抬頭人的支票、票據、匯票、承付票及/或其他文書(無論該等票據是否應付予商號或新商號)，而該代收及付款將有效解除銀行的責任，並終局性地約束商號的所有合夥人及其各自的遺產及/或遺產代理人(包括已不再是合夥人的一位或多位原合夥人)，無論該代收及付款是否導致減少或清償新商號欠負銀行的任何或所有債項或債務，或以其他方式用於新商號的業務或惠及銀行所知的新商號的合夥人。

For the avoidance of doubt, it is hereby expressly declared that this Sub-clause 3.9(e) shall continue to apply and have effect irrespective of whether or not any notice of change in the constitution or name of the Firm has in fact been sent to and received by the Bank and whether or not the partnership of the Firm be deemed in law or in fact to have been dissolved or ceased to exist.

為免生疑問，謹此明確聲明，即使商號改組或更改名稱的通知書已發出並由銀行接獲，及即使合夥商號在法律上或事實上已解散或不再存在，本第 3.9(e)條將持續適用及有效。

- 3.10 If the Client is an association, committee or other unincorporated body, the Agreement and/or the T&Cs of General Banking Service shall remain in full force and effect and shall be binding on the Client, notwithstanding any change in membership or constitution of the Client.

若客戶為協會、委員會或其他非法團團體，儘管客戶有任何改組或成員的變更，本協議及/或一般銀行服務條款及細則仍將具十足效力及作用並對客戶具約束力。

- 3.11 The Client hereby warrants and represents that:-
客戶謹此保證及聲明：

- (a) if the Client is a limited company or other incorporated or unincorporated body, the Client has been duly established in accordance with all Application Laws; 若客戶為有限公司或其他法團或非法團團體，客戶已根據所有適用法律妥為成立；
- (b) all acts, conditions and things required to be done, performed and observed in order that the Agreement and/or the T&Cs of General Banking Service shall constitute the legal, valid and binding obligations of the Client enforceable in accordance with its terms have been done, performed and observed in strict

compliance with all Application Laws and (if applicable) the constitutional documents of the Client.

所有必須作出、履行及遵守的行為、條件及事情已經根據所有適用法律及(若適用)客戶的章程文件予以作出、履行及遵守，以使本協議及/或一般銀行服務條款及細則成為客戶的合法、有效及具約束力的責任，並可根據其條款執行。

4. INSTRUCTIONS

指示

- 4.1 The Client agrees to give instructions to deal with all the matters in connection with the Bank Account and the Banking Service in accordance with the Account Mandate from time to time provided to the Bank by the Client.

客戶同意按照不時由客戶提供予銀行的帳戶指令處理所有銀行帳戶及銀行服務事項的指示。

- 4.2 The Client authorizes and requests the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on the Client's behalf drawn upon, or addressed to, or made payable with, the Client whether any of the Bank Account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

客戶授權及要求銀行兌現及支付所有由客戶發出、簽署、承兌、背書或代客戶發出或須由客戶支付的支票、匯票、付款指令及承付票，不論銀行帳戶的結餘是貸記或借記，或因此而引起透支，但此條文並不損害銀行拒絕允許客戶透支或客戶的透支逾越不時訂明的透支額度。

- 4.3 The Client authorizes and requests the Bank to honour and comply with any orders to withdraw any or all moneys on any of the Bank Account and with any instructions to deliver, dispose of, or deal with, any securities, deeds or documents or other property, including security boxes and their contents, whatsoever from time to time in the Bank's possession for the Client whether by way of security, safe custody or otherwise.

客戶授權及要求銀行兌現及支付任何提取任何銀行帳戶項下任何或所有款項的指示，並執行客戶關於交付、處理或處置不時因銀行帳戶而由銀行管有的(不論是由於抵押、安全保管或其他方式而管有的)任何證券、契據、文件或其他財產的指示，包括保險箱及其盛載物的指示。

- 4.4 The Bank shall be entitled to act upon instructions the Bank genuinely believe to be from the Client or from the Authorized Person on the Client's behalf. The Client is required to sign a form prescribed by the Bank to confirm the Client's verbal instruction (if so accepted by the Bank) where the Bank considers fit. Once given instructions may only be cancelled, withdrawn, altered or amended in whole or in part with the Bank's consent.

銀行有權執行銀行真誠地相信是來自客戶或客戶的授權人的任何的指示或指令。倘若認為有需要時，客戶需要簽署一份由銀行指定的表格以確認口頭指示(倘若銀行接受)。客戶給予銀行的指示或指令一經發出，只有在銀行同意的情況下才可以全部或部份取消、撤回、更改或修改。

- 4.5 The Bank reserves its right to refuse to accept or act in accordance with any instruction without any obligation to give any reason therefor. If the Bank declines an instruction the Bank will take all reasonable steps to notify the Client promptly of this but the Client will not hold the Bank liable for any failure to do so.

銀行保留拒絕接受或執行客戶任何的指示而毋須作出任何解釋的權利。倘若指示被拒絕，銀行將採取一切合理行動儘速通知客戶。但是，銀行毋須為未能成功通知客戶而承擔任何責任。

- 4.6 Any instruction from the Client or any Authorized Person(s) on behalf of the Client (when they signed as per the Signing Arrangement) shall be given in the manner or

pursuant to the arrangement(s) as from time to time agreed and accepted by the Bank. Without prejudice to the Bank's right to refuse to accept the instruction under the Agreement and/or the T&Cs of General Banking Service, the Bank shall be entitled not to accept the instruction not so given, except where the Bank otherwise agrees.

客戶或任何獲授權人士代客戶(當該等人士按有關簽署安排簽署)發出的任何指示須以銀行不時同意並接納的方式或按照簽署安排發出。在不妨礙銀行在本協議及/或一般銀行服務條款及細則下可拒絕接納指示的權利下，除非銀行另行同意，否則銀行有權不接納非以上文所述方式發出的指示。

- 4.7 The Client agrees and confirms that, if in the Bank's sole opinion, any instructions to act or not to act, or any document presented to the Bank or any transaction contemplated herein involves or may involve any illegal or unlawful activities including money laundering, drug-trafficking, terrorist financing, bribery, corruption or other activities that are prohibited or are deemed illegal or unlawful by any Applicable Law, or may constitute a breach or violation of economic or trade sanctions imposed by any Authority, the Bank has the absolute right:

客戶同意及確認，如銀行按其獨有的意見認為任何要求其行事或不行事的指示、或任何已向銀行交付的文件或任何在此預期進行的交易涉及或可能涉及任何違法或非法的行為(包括清洗黑錢、販毒、恐怖分子資金籌集、賄賂、貪污或任何適用法律禁止或視為違法或非法的行為)，或可能構成違背或違反任何主管機構施加的經濟或貿易制裁，銀行擁有絕對的權利：

- (a) not to act on any instruction or enter into or conclude any transaction with the Client or any person;
不根據任何指示行事或不與客戶或任何人士訂立或簽訂任何交易；
- (b) to delay, block or refuse to make any payment under or in connection with such instruction or transaction;
延遲、凍結或拒絕作出任何在該等指示或交易下或與之有關的付款；
- (c) not to handle or process such instruction or transaction or the documents, and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information.
不處理該等指示、交易或文件。而銀行對任何付款、該等文件的處理或退回的延誤或不作出或對資料的有關披露，概不負責。

- 4.8 The Client agrees and acknowledges that the Bank Group is required to act in accordance with Applicable Laws and that the Bank Group may take such action as it considers appropriate in accordance with or by reference to all such Applicable Laws and requests of Authority. The Bank may:-

客戶同意及確認銀行集團須按適用法律行事，及銀行集團可根據所有該等適用法律及主管機構的要求採取其認為適當的行動。銀行可：

- (a) investigate any instructions, payment messages and other information provided to or passed through the Bank; or
調查任何指示、付款訊息及其他向銀行提供或經過銀行的資料；或
- (b) report suspicious transactions to the relevant Authority without reference to or knowledge of the Client and free of any liability whatsoever to the Client or any person.
向相關主管機構報告任何可疑的交易而毋需知會客戶，亦不需對客戶或任何人士負責。

5. AUTHORIZED PERSON 獲授權人士

- 5.1 When the Client appoints the Authorized Person, the Client is required to notify the Bank in writing and provide the Bank with the Authorized Person's particulars (whether personal or otherwise) and specimen signature(s) together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (where

applicable), operate, maintain, close or deal with all other matters in connection with the Bank Account and/or the Banking Service in accordance with the Signing Arrangement and the specimen signature(s) for and on behalf of the Client except for: 倘若客戶委任獲授權人士，客戶需以書面通知銀行及向銀行提供銀行要求的獲授權人士的詳細資料(不論是個人資料或其他資料)、簽字式樣及其他銀行指定的資料。獲授權人士將根據簽署安排及簽字式樣，全權代表客戶開立(如適用)、操作、維持、結清或處理所有其他與銀行帳戶及/或銀行服務相關的事宜，但下列事項除外：

- (a) the application for establishment of new account or new services unless otherwise provided in the T&Cs of General Banking Service;
申請開立新戶口或使用新的服務(於一般銀行服務條款及細則另有規定者除外)；
- (b) any change of the Authorized Person and/or his/her/their specimen signatures and/or the Signing Arrangement;
任何更改獲授權人士及/或其簽字式樣及/或簽署安排；
- (c) any change of the correspondence address or contact number of the account holder(s) (corporate Client excepted); and
任何更改銀行帳戶持有人的通訊地址或聯絡號碼(公司客戶除外)；及
- (d) such other matter which the Bank considers it requiring confirmation of the account holder(s).
銀行認為是需要由銀行帳戶持有人確認的其他事項。

5.2 In respect of any of the Banking Services, if the Signing Arrangement thereof shall consist of two or more levels of authorization, all and any of such levels of authorization shall be equally effective as the Signing Arrangement of such Banking Service.

就任何銀行服務而言，如其簽署安排將以兩種或多種模式的授權組成，所有模式及任何一種模式的授權將同樣作為該等銀行服務的有效簽署安排。

5.3 Unless otherwise agreed between the Client and the Bank in writing, any change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall not be put into operation unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to respond such change, addition or revocation.

除非銀行與客戶另有書面協議，任何獲授權人士及/或簽字式樣及/或簽署安排的任何更改、增加或撤銷均不會視作生效，除非及直至銀行已實際收到令銀行滿意的有關於上述更改、增加或撤銷事項的文件及/或書面授權及銀行有合理的機會就上述各項作出回應。

5.4 Any effective change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or Signing Arrangement shall apply to all of the Bank Account or the Banking Service unless otherwise agreed between the Client and the Bank in writing.

除非銀行與客戶另有書面協議，任何有效的關於獲授權人士及/或簽字式樣及/或簽署安排的更改、增加或撤銷均適用於所有銀行帳戶或銀行服務。

5.5 Notwithstanding anything contained herein, the Client agrees and acknowledges that the Bank shall have the absolute right at any time, without prior written notice or giving any reason therefor, not to accept any order, request or instruction from all or any of the Authorized Persons.

儘管本文有任何規定，客戶同意及承認銀行具絕對權利隨時未經事先書面通知或給予任何理由而不予接納所有或任何獲授權人士的任何命令、要求或指示。

5.6 When any one or more or all of the account holders or the users of the Banking Service die(s), any act, thing, deed or matter made or done by the Bank pursuant to the requests, instructions or directions of the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be

absolutely and conclusively binding on the account holder or the user of the Banking Service, his estate and personal representative and any person claiming through or under the account holder or the user of the Banking Service.

倘若任何一名或多名或所有銀行帳戶持有人或銀行服務使用者去世，銀行在有關人士去世後及實際收到有關書面通知前，根據獲授權人士或其中任何一位的要求，指示或指令所作出任何作為、事情、行為或事項，將對銀行帳戶持有人或銀行服務使用者、其遺產及遺產代理人及透過銀行帳戶持有人或銀行服務使用者或其中任何人士進行申索的任何人等於任何時候均具絕對及終局性約束力。

- 5.7 The Client agrees to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person in accordance with the provisions herein if so requested by the Bank and acknowledges that the same shall be at all times be absolutely and conclusively binding on the Client .

客戶同意於任何時候均會確認或追認由獲授權人士根據一般銀行服務條款及細則之條文作出的任何或所有作為、事情、行為、指令、命令或指示(倘若銀行要求)，並且承認上述各項對客戶具絕對及終局性約束力。

6. EXCLUSION OF LIABILITY 免責

- 6.1 Unless due to gross negligence or wilful default on the Bank's part, the Bank shall not be liable for any loss or damage suffered or sustained by the Client directly or indirectly arising out of or in relation to:-

除非由於銀行重大疏忽或故意失責，銀行對下列各項直接或間接導致或引致客戶的損失或損害不承擔任何責任：

- (a) the cancellation or termination of all or any of the Bank Account and/or the Banking Service (as the case may be);
取消或終止所有或任何銀行帳戶及/或銀行服務(視情況而定)；
- (b) the cancellation, withdrawal, revocation or suspension of the Client's transactions or any failure to execute or effect transactions or order from the Client where it is attributable, either directly or indirectly, to any circumstances or events beyond control of the Bank or it would, or might in the Bank's sole opinion, constitutes a breach or violation of any Applicable Law or any economic or trade sanctions imposed by any Authority;
取消、撤回、撤銷或擱置客戶的交易、或(不論直接或間接)任何因超越銀行能控制的情況或銀行按其獨有的意見認為會對或可能會對任何適用法律或由任何主管機構施加的任何經濟或貿易制裁構成違約或違反而不能執行或進行的客戶的交易或指令；
- (c) leakage of the Client's instruction or information by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from the Bank or the Correspondent Agent or any other third party;
任何電訊公司、儀器或中介裝置洩露客戶通過上述媒介傳送予銀行、銀行的代理人、第三者或由銀行或業務代理人或任何第三者通過上述媒介傳送予客戶的資料或資訊；
- (d) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Banking Service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond the Bank's reasonable control;
任何涉及銀行服務、自然現象、政府行為、水浸、火警、動亂、罷工、戰爭或其他超越銀行控制的原因的機械故障、電力故障、機能失常、損壞、阻礙或設施或裝置的不足；
- (e) any interruption, suspension, delay, loss, damage or other failure or inaccuracy in transmission of the Client's instructions or other information howsoever caused; and
任何於傳送客戶的指示或其他資料時發生的阻礙、中斷、延誤、損失、損壞或其他故障或失誤；及

- (f) any transaction effected as a result of a forged instruction or any other fraudulent conduct.
任何因虛假或其他詐騙行為而達致的交易。

6.2 Unless the act or omission is due to gross negligence, wilful default or fraud on the Bank's part, the Bank shall not be liable to or responsible for any loss or damage the Client sustains or suffers directly or indirectly arising out of any act or omission of any counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent or of any party contracted or retained for the purposes hereunder, and in particular and without limitation, the Bank gives no warranty as to the solvency of any of counter-party, custodian, sub-custodian, professional advisor, broker, dealer or agent.

除非由於銀行的重大疏忽、故意失責或欺詐，否則銀行對於任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人或任何締約方或根據協議聘用的任何人士的作為或不作為而直接或間接導致客戶的損失或損害毋須承擔任何責任，特別是但不限於銀行對任何交易對手、託管人、附屬託管人、專業顧問、經紀、交易商或代理人的償付能力不作保證。

6.3 Notwithstanding the Bank could have reasonably foreseen, the Bank's liability to the Client for any neglect or default on the part of the Bank shall not extend to any indirect, consequential or exemplary damages, expenses, losses or costs and any damages for loss of profit.

儘管可能已被銀行合理地預見，銀行因疏忽或失責而需對客戶承擔的責任將不包括任何間接、相關或懲罰性的損害、支出、損失或成本及任何利潤的賠償。

6.4 The Client hereby agrees and confirms that if at any time and for any reason the Bank determines that it shall be required by any Applicable Law to make any deduction or withholding from any payments payable to the Client by the Bank (whether as principal or as agent for a third party or otherwise), the Bank shall be entitled to make such deduction or withholding without consent or further reference to the Client. The Bank shall not be required to increase any payment in respect of which it makes such a deduction or withholding or otherwise compensate the Client of the payment for that deduction or withholding or liable for any losses that the Client may incur by reason of such withholding or deduction. The Bank's determination of the applicability of such withholding or deduction requirement under the Applicable Law shall be binding on the Client and pending the Bank's determination, the Bank has the absolute discretion to deposit any such monies into a sundry or other account and/or retain such monies in such manner as the Bank deems appropriate.

客戶現同意及確認，若在任何時間及因任何原因，銀行決定其受任何適用法律的要求而需對任何銀行對客戶的應付款項作出扣減或預扣（不論是作為主事人或為第三方或其他人士作為代理人），銀行有權作出該等扣減或預扣而毋需取得客戶同意，亦毋需知會客戶。銀行毋需就該等扣減或預扣而增加任何付款、賠償客戶或就客戶因而招致的損失負責。銀行就該等預扣或扣減在適用法律下的適用性所作出的決定對客戶具有約束力，而在銀行作出該決定之前，銀行擁有絕對的酌情權將任何該等款項存入雜項帳戶或其他帳戶及/或以銀行認為適合的方式保留該等款項。

7. REPRESENTATIONS AND WARRANTIES **陳述與保證**

7.1 The Client represents and warrants (which representations and warranties shall be deemed to be repeated by the Client on each date on which transaction is entered into under the Agreement) that:-

客戶向銀行陳述與保證(此等陳述與保證將被視作於根據本協議而進行的交易當天由客戶重新作出)：

- (a) the Client has full power and authority to execute and deliver the Agreement, and any other documentation relating thereto, and to perform the Client's

obligations under the Agreement and each transaction and have taken all necessary actions to authorize such execution, delivery and performance;
客戶有充分的權力及授權訂立及交付本協議及其他任何有關之文件及履行本協議下的義務及每項交易，並且已採取一切必要的步驟授權上述各項的訂立、交付及履行；

- (b) any such execution, delivery and performance will not violate or conflict with any law applicable to the Client, any provision of any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Client or any of the Client's assets or oblige the Client to create any lien, security interest or encumbrance;
任何上述條文提及的執行、交付及履行將不會違反或違背任何適用於或影響客戶或客戶資產的法律、憲制性文件或任何押記、信託契據、合約或其他文書的條文；或適用於客戶或客戶的資產、對客戶或客戶的資產具約束力、或影響客戶或客戶的資產的合約限制；或會對客戶的資產產生留置權、擔保權益或產權負擔；
- (c) the obligations under the Agreement constitute the Client's legal, valid and binding obligations, enforceable in accordance with their respective terms;
協議下的義務對客戶構成合法、有效及具約束力的義務並可按其條款付諸執行；
- (d) all governmental, regulatory and other permits, consents and approvals that are required to have been obtained by the Client in relation to the Agreement have been so obtained and remain in full force and effect and all conditions of any such permits, consents and approvals have been complied with;
客戶就本協議需取得的所有政府、監管機構及其他方面的准許、同意及批准已取得並維持全面有效。所有上述准許、同意及批准的全部條件亦已獲遵守；
- (e) the Client will comply with the Applicable Laws;
客戶將遵從適用法律；
- (f) the Client will promptly give (or procure to be given) to the Bank such information and assistance as the Bank may require from the Client to enable the Bank to assist or achieve compliance with any of the obligations under the Agreement; and
客戶須即時提供(或促使提供)予銀行所須的相關資料及協助以便銀行可履行及遵守本協議下的任何義務；及
- (g) in the event that the Bank Account is an account of the Client's client, the Client has internal control in place to verify identity of the underlying client and effective systems and controls to allocate funds in the pooled account to the respective underlying clients. In addition, the Client is satisfied as to the source of the funds used to open the Bank Account or passing through the Bank Account.
倘若銀行帳戶是客戶的客戶帳戶，客戶已設置內部監控以核實其客戶的身分及有效的制度及控制措施對將存放於歸集戶口內的款項再分配予戶口項下的各個客戶。另外，客戶對用於開立銀行帳戶及存入銀行帳戶的款項的來源有確切的了解並信納其來源是合法的。

7.2 The Client warrants and undertakes to ratify and confirm at the Bank's request any act, deed, thing or matter lawfully done or caused to be done by the Bank in the proper performance of the Bank's duties or obligations hereunder.

客戶保證及承諾按銀行的要求追認及確認任何銀行真誠地履行一般銀行服務條款及細則的義務時所合法地作出或引致作出的作為、行為、事項或事件。

8. INDEMNITY FROM CLIENT 客戶的彌償

8.1 In the absence of wilful misconduct or negligence or fraud by the Bank and the Correspondent Agents and their employees, the Client shall indemnify and keep the Bank and the Correspondent Agents and their employees fully indemnified from and against all loss, damage, reasonable expenses (legal or otherwise), actions, demands, claims, proceedings whatsoever which the Bank may suffer, reasonably incur or

sustain, whether actual or contingent, as a result of or arising from:

如果銀行和業務代理人及其僱員沒有故意的不當行為或疏忽或欺詐行為，客戶須完全彌償銀行及業務代理人及其僱員的因以下情況而蒙受、合理地招致、無論是實際或或有的所有損失、損害、（法律的或其他的）合理費用、法律行動、索付、權利主張或訴訟：

(a) any breach or default on the part of the Client in the discharge or performance of its undertakings and obligations in or under the Agreement and/or the T&Cs of General Banking Service;

客戶在履行其在本協議及/或一般銀行服務條款及細則中的承諾及義務時的任何違反或失責；

(b) any representation, warranty or statement by the Client in the Agreement and/or the T&Cs of General Banking Service or any other document (including self-certification) delivered by or on behalf of Client is or proves to have been incorrect or misleading when made or deemed to be made; or

客戶在本協議及/或一般銀行服務條款及細則中的任何陳述、保證或聲明，或由客戶或代表客戶交付的任何其他文件（包括自我證明），於作出或被視為作出時，是或被證明是不正確的或具誤導性的；或

(c) any transactions, contracts or services entered into and/or provided by the Bank under any Bank Account or (as the case may be) any Banking Service or as a result of maintaining or continuing any Bank Account or Banking Service. The Client shall pay to the Bank on demand all sums (whether actual or contingent) so suffered, incurred or sustained by the Bank (whose determination shall be conclusive and binding on the Client, save for manifest error) together with interest accrued thereon from the date when the same were first paid or incurred by the Bank until actual payment in full by the Client at the rate for unarranged overdraft as specified in the relevant schedule of fees published by the Bank from time to time and to be made available to the Client upon request.

銀行於任何銀行帳戶或（視情況而定）任何銀行服務項下的或因維持或繼續任何銀行帳戶或銀行服務而訂立及/或提供的任何交易、合約或服務。客戶須按銀行要求，向銀行支付銀行所產生或招致或承受的所有款額（無論是實際或或有的）（其釐定是終局性的及對客戶具約束力，除明顯的錯誤外）連同累計利息，累計利息由銀行首次支付或招致該款額直至客戶實際全額支付該款額，按銀行不時公佈及按客戶要求而提供的相關收費表中規定的未預約的透支率計算。

9. CLIENT DATA

客戶資料

9.1 The Client agrees and acknowledges that it has noted and will note the content of the 'Circular on the Personal Data (Privacy) Ordinance (Cap.486) (the "Ordinance") and the Code of Practice on Consumer Credit Data (the "Code of Practice")' issued by the Bank (the "**Circular**", including the same as may be updated or varied by the Bank from time to time) and on display in the Bank's banking halls or otherwise made available to the Client and agrees that it is necessary to supply the Bank with data in connection with the opening or continuation of the Bank Account or the Banking Service(s). The Client further authorizes the Bank or any of its Affiliates to use its data for the purposes set out in the Circular and such other purposes directly or indirectly relating to any transaction or other matter in connection with any Bank Account or (as the case may be) any Banking Service. The Client notes that data held by the Bank or any of its Affiliates will be kept confidential but permits the Bank or any of its Affiliates to provide such information to the persons listed in the Circular or any other person(s) (including debt collecting agent(s)) for the purposes set out in the Circular or in compliance with any Applicable Laws.

客戶同意並承認已知道或將知悉張貼於銀行大堂或以其他方式給予客戶由銀行發出的【關於《個人資料(私隱)條例》(第486章) (「《條例》」)及《個人信貸資料實務守則》(「《守則》」)的通告】(「該通告」，包括銀行不時對其作出的更新或修訂)的內容

· 並同意為開立或延續銀行帳戶或銀行服務，其有需要向銀行提供有關的資料。客戶進一步授權銀行或任何其關聯公司等，可按該通告內列出的用途，及其他直接或間接與任何銀行帳戶或(視情況而定)任何銀行服務有關之任何交易或其他事項的用途，使用客戶之資料。客戶知道銀行或任何其關聯公司等會將其持有的資料保密，但客戶允許銀行或任何其關聯公司等將該等資料提供予該通告內所列明的人士或任何其他人士等(包括催收代理人)以作該通告內所指的用途，或以遵守任何適用法律。

- 9.2 In addition to Clause 9.1 above, the Bank and its Affiliates and their respective employees, agents and representatives are hereby further authorized to and may, at its discretion, provide and divulge information (including credit balance and transactions conducted) in respect of the Client or in connection with any Bank Account or (as the case may be) any Banking Service or any transaction made thereunder in writing or otherwise, to (a) any other banks, financial institutions, debt collection agencies, agents, credit providers, charge or credit card issuing companies, credit reference agencies, service providers or contractors; (b) any Authority or any person pursuant to Applicable Law in any jurisdiction or pursuant to any agreement or arrangement that the Bank or any of its Affiliates have or may have in the future with any Authority, whether local or foreign governmental, regulatory, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, whether imposed by law or assumed by the Bank or any of its Affiliates for the protection of its financial, commercial, business or legitimate interests in or related to such jurisdiction; and (c) any persons who are engaged by the Bank to provide services to the Bank for maintaining or operating the Bank Account(s) and/or Banking Service for the Client.

除上文第 9.1 條外，銀行及其關聯公司等及其各自的僱員、代理人及代表獲進一步授權並具酌情權，提供及透露有關客戶或有關任何銀行帳戶或(視情況而定)任何銀行服務或據此作出的任何交易的資料(包括戶口結餘及已進行的交易)(無論以書面或其他形式作出)予：(a)任何其他銀行、財務機構、催收代理人、代理人、信貸公司、消費卡或信用卡發行公司、資信調查機構、服務供應商或承包商；(b)任何主管機構，或根據任何司法管轄區的適用法律或根據銀行或其任何關聯公司等現在或將來與任何主管機構的協議或安排（不論是本地或外地的政府、監管、稅務、執法或其他機關，或自我監管或金融服務提供者的行業團體或組織，亦不論是法律施加或銀行或任何其關聯公司為保障其在該等司法管轄區或與之有關的財務、商業、業務或合法的權益而承擔的），銀行或上述人士有責任向其提供及披露上述資料的任何人士；及(c)由銀行聘請並向銀行提供服務以維持或操作客戶的帳戶及/或服務的任何人士。

- 9.3 The Client confirms and warrants that, in respect of any information provided to the Bank that relates to a third party (including any Authorized Person(s), shareholder, director, associate or partner of the Client), the Client has obtained the consent of such third party to the provision of such information to the Bank for the purposes set out in this Clause 9 and for disclosure to such persons as stipulated in this Clause 9.

客戶確認及保證，就任何向銀行提供而與第三者（包括客戶的任何獲授權人士、股東、董事、有關聯人士或合夥人）有關的資料，客戶經已取得該第三者的同意，將其資料以本第 9 條列出的用途向銀行提供並可向本第 9 條所述的人士作出披露。

- 9.4 The Client further authorizes the Bank to contact any of its employers (if applicable), other banks, referees or any other sources for the purpose of obtaining or exchanging any information and to compare the information provided by the Client with other information collected by the Bank for checking purposes. The Bank is entitled to use the result of such comparison to take any action which may be adverse to the interest of or against the Client or any of them (if the Client consists of more than one person). 銀行獲客戶進一步授權，可為檢查客戶的資料而接觸客戶的僱主(若適用)、其他銀行、諮詢人或其他資料提供者，以收集或交換任何資料及將銀行收集的資料與客戶所提供的資料作出比較。銀行有權使用比較資料後的結果作出任何行動，即使該等行動對客戶(或如客戶多於一人，其中任何一位)或其利益有不利的影響。

- 9.5 The Client consents to its data being transferred to another jurisdiction outside Hong Kong and to any matching procedures being carried out in respect of such data. The

Client agrees that such data may be transferred to a business support centre ("**Centre**") operated and managed by the Bank or its Affiliate outside Hong Kong to provide service support in data processing activities to the Bank and the Bank will remain fully responsible for the integrity of processes as well as the security and confidentiality of clients' data. The staff of the Centre responsible for providing support services will give strict undertaking to the Bank to ensure that all clients' data will be kept confidential. No clients' data will be disclosed to third parties, except as required by Applicable Law, or to such persons and used for such purposes as set out in the T&Cs of General Banking Service. The operation of all Bank Account of the Client and all Banking Service(s) to the Client will remain unchanged.

客戶同意，其資料會被傳送至香港以外的司法管轄區，並可以以該等資料作出核實程序。客戶同意，該些數據可能會被轉移至由銀行或其香港境外的關聯公司營運和管理的業務支援中心（「中心」），為銀行提供數據處理活動的服務支援，銀行將仍然全權負責流程的完整性及客戶資料的安全性和機密性。至於中心負責提供服務支援的工作人員，亦必須向銀行作出嚴密承諾，確保客戶資料絕對保密。所有客戶資料，除非基於適用法律的規定，或按銀行有關條款中所列明的人士及用作該等條款中所指定的用途，否則絕不會向第三者作任何披露。客戶所有帳戶及所有服務的運作將維持不變。

- 9.6 The Client expressly authorizes the Bank to record by tape or other devices all communications between the Client and/or any Authorized Person(s) with the Bank by telephone from time to time, including any communication through the Bank's telephone hotline, and further agrees that if a dispute arises at any time in relation to the contents of any such communication, the recording of such communication, or a transcript thereof certified as a true transcript by the Bank's officer, shall be conclusive evidence between the Bank and the Client as to the contents and nature of such communication unless and until the contrary is established, and may be used as evidence in such dispute.

客戶明確授權銀行以錄音帶或其他儀器設備，不時將客戶及/或任何被授權人士與銀行之間的電話通訊(包括通過銀行的熱線電話的任何通訊)錄音。客戶進一步同意，若在任何時候有任何關於該等通訊的內容的爭議，除非及直至相反的證明成立，該等通訊的錄音或由銀行職員簽字證實為真確的錄音抄錄本，將成為銀行與客戶之間就該等通訊的內容及性質的終局性的證據，並且可用作該項爭議的證據。

- 9.7 The Client may withdraw all or any of its consents or authorizations given in Clauses 9.1 to 9.5 by giving to the Bank at least thirty (30) days' prior written notice. The Client acknowledges that upon such withdrawal, the Bank may not be able to open or continue the Bank Account or the Banking Service(s) for or to the Client.

客戶可給予銀行不少於三十(30)天的事先書面通知撤銷所有或任何其在第 9.1 至 9.5 條的同意或授權。客戶知悉，在該等同意或授權撤銷後，銀行可能無法為其開立或向其延續帳戶或服務。

- 9.8 The Client shall immediately inform the Bank in writing of any change in its personal particulars, address, telephone number, facsimile number or e-mail address, or any change in the name, identification number or address of any of its Authorized Person(s), proprietor (if the Client is a sole-proprietorship firm), shareholders or directors (if the Client is a limited company) or partners (if the Client is a partnership firm).

客戶須立即以書面方式通知銀行其個人資料、地址、電話號碼、圖文傳真號碼或電郵地址，或其任何獲授權人士、經營者(若客戶為一獨資經營商號)、股東或董事(若客戶為一有限公司)或合夥人(若客戶為一合夥商號)的名稱、身份證明文件號碼或地址的任何改變。

- 9.9 For the purpose of this Clause 9, all references to "**Client**" shall be construed to include each of its Authorized Persons.

為本第 9 條的用途，所有「客戶」的提述應理解為包括其各獲授權人士。

10. TERMINATION AND SUSPENSION

終止及暫停

- 10.1 Subject to the Applicable Laws and without prejudice to the generality of the other provisions herein, the Bank may in the Bank's absolute discretion terminate one or more or all of the Bank Account and/or the Banking Service at any time without prejudice to the continuation of the operation of any or more of the Bank Account and/or the use of any or more of the Banking Service provided always that the Bank shall serve the Client a written notice of intention to terminate the Bank Account or the Banking Service not less than thirty (30) days prior to the intended date of termination, except that the Bank may at any time suspend or terminate any Bank Account and/or Banking Service immediately without giving any reason or notice if the Bank determines that:

受限於適用法律及於不影響一般銀行服務條款及細則的其他條文的一般地適用的情況下，銀行有絕對酌情權於任何時候終止一個或多個或全部銀行帳戶及/或一項或多項或全部銀行服務，上述的終止將不影響其他任何一個或多個銀行帳戶的運作及/或銀行服務的使用，惟銀行須給予客戶不少於三十(30)天的事先書面通知，但若銀行認為出現以下情況，則銀行可在任何時間立即暫停或終止任何銀行帳戶及/或銀行服務而毋須給予任何原因或通知：

- (a) it is illegal, unlawful or prohibited by any Applicable Law or is restricted by any economic or trade sanctions imposed by any Authority to maintain the relevant Bank Account and/or provide the Banking Service;
維持相關銀行帳戶及/或提供銀行服務屬違法、非法或受任何適用法律所禁止，或受任何主管機構施加的任何經濟或貿易制裁所限制；
- (b) the Bank has notice of irregularity (whether actual or constructive) in connection with the operation, maintenance or closing of the Bank Account;
銀行得悉銀行帳戶的操作、維持或結清出現異常情況(不論是實際或推定)；
- (c) the Bank has conflicting instruction(s) from the Client or the Authorized Person;
銀行收到由客戶或獲授權人士發出的不一致指示；
- (d) the Client commits any material breach or is in default in the discharge or performance of its undertakings and obligations in the Agreement and/or the T&Cs of General Banking Service;
客戶在履行其在本協議及/或一般銀行服務條款及細則中的承諾及義務時出現重大違反或失責；
- (e) there is a material adverse change in the circumstances relating to the Client, including the Client's legal status, assets, financial or business condition;
客戶的情況出現重大不利改變，包括客戶的法律狀況、資產、財務或業務的情況；
- (f) the Client becomes insolvent or is subject to any bankruptcy, winding up or insolvency proceedings under any Applicable Law, or a petition is presented or filed in respect of the Client for bankruptcy, winding up (whether voluntary or otherwise), dissolution or analogous proceedings under any Applicable Law;
客戶無力償債，或客戶受限於任何適用法律下的破產、清盤或破產清盤程序，或客戶被提交呈請書要求其破產、清盤(不論是自願或其他原因)、解散或出現任何適用法律下的類似程序；
- (g) all or a substantial part of the Client's assets are seized or are subject to enforcement of a judgment by any party;
客戶全部或相當部分的資產被扣押或就任何人士的判決被強制執行；
- (h) the relevant Bank Account or Banking Service is being used or is suspected of being used for money laundering, drug-trafficking, terrorist financing, bribery, corruption or other activities that are prohibited or are deemed illegal or unlawful by any Applicable Law.
相關銀行帳戶或銀行服務被用作或懷疑被用作清洗黑錢、販毒、恐怖分子資金籌集、賄賂、貪污或任何適用法律禁止或視為違法或非法的其他行為，或任何主管機構施加的經濟或貿易制裁所限制的其他行為。

- 10.2 The Client will, before the date of the termination of the relevant Bank Account, give instructions to the Bank for the delivery of the Client's property (if any), and pay all relevant fees and reasonable expenses. If the Client has not done so, the Bank may continue to hold the property (at the Client's risks and subject to the Bank rights), but without the obligations, under the T&Cs of General Banking Service or may return the property to the Client in the manner which the Bank considers as appropriate in its sole discretion. Without prejudice to the aforesaid, no interest will be payable on any credit balance as from the date of termination.
- 客戶須於相關銀行帳戶終止日期前給予銀行交付客戶的財產(如有)的指示，並支付所有有關費用及合理開支。假如客戶不依此行事，銀行可繼續根據一般銀行服務條款及細則持有財產，但不附帶任何義務(客戶須承擔風險，並受銀行權利規限)；或可根據銀行以其獨有酌情權認為恰當的方式向客戶交還財產。在不影響前述的原則下，由終止日期起，任何貸記餘額概不會獲支付利息。
- 10.3 Termination or suspension of the Bank Account and/or the Banking Service pursuant to this Clause 10 shall be:-
銀行根據本第 10 條終止或暫停銀行帳戶及/或銀行服務：
- (a) without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination or suspension will be completed, settled and delivery made;
不影響任何已完成或已起動的交易及任何或所有於終止或暫停時仍未完成的交易將會被繼續完成、交收及交付；
- (b) without prejudice to and shall not affect any accrued rights, existing commitments or liabilities or any contractual provision intended to survive termination; and
不影響任何已產生的權利、已存在的承諾或責任或其他任何擬於終止本協議後仍然生效的條文；及
- (c) without penalty or other additional payment save that the Client will pay:-
客戶除必須繳付下列各項，但無任何罰款或附加費：
- (i) all outstanding fees and charges under the Agreement;
任何於本協議下仍未繳清的款項及收費用；
- (ii) any expenses incurred by the Bank under the Agreement and payable by the Client;
任何於本協議項下由銀行墊支及客戶支付的費用；
- (iii) any additional expenses incurred by the Bank in connection with termination; and
銀行於終止本協議時代客戶墊支的額外支出；及
- (iv) any loss or damage necessarily realized in settling or concluding outstanding obligations under the Bank Account and/or the Banking Service.
任何因了結銀行帳戶及/或銀行服務項下仍未履行的義務而引起的損失或損害賠償。
- 10.4 The Client may terminate any of the Bank Account and/or the Banking Service upon such prior written notice and in such manner and conditions as prescribed by the Bank from time to time and subject to settlement of the handling fees or charges which the Bank may impose or levy provided always that the remaining Bank Account and/or the Banking Service shall remain operative or available upon and subject to the T&Cs of General Banking Service.
- 客戶可事先向銀行發出有關的書面通知，並且按銀行不時規定的方式及條件以終止任何銀行帳戶及/或銀行服務，惟須繳付銀行規定收取的任何手續費或費用。有關終止生效後，尚存銀行帳戶及/或銀行服務的使用將受一般銀行服務條款及細則的規管，仍然維持運作或可用。
- 10.5 Where the formalities or procedures for opening the Bank Account or using the Banking Service as prescribed by the Bank in the Bank's absolute discretion remain uncompleted or the required documents thereof are still outstanding, the Bank Account

or the Banking Service shall be suspended from operation or use until the completion of the formalities and procedures and the provision of outstanding documents. Further, the sum of money deposited into the Bank Account or paid under the Banking Service shall not be withdrawn, transferred or otherwise disposed of except with the Bank's consent.

當銀行指定的開立銀行帳戶或使用銀行服務的手續或程序仍未完成或仍未能提供要求的文件，銀行帳戶的運作或銀行服務的使用將被暫停直至所有手續及程序完成及已提供要求的文件為止。此外，除得銀行同意外，存放於銀行帳戶或銀行服務項下或已繳付的款項將不得提取、撥轉或作其他形式的處理。

11. LIEN, SET-OFF AND CONSOLIDATION **留置權、抵銷及合併**

11.1 In addition and without prejudice to any general or banker's lien, right to set-off or similar rights to which the Bank is entitled by law, the Bank for itself or as agent for any of the Affiliates may at any time and without notice or reference to the Client:-

除銀行根據法律有權享有的一般銀行留置權、抵銷或相類似的權利外及在不妨害上述各項權利的前提下，銀行可以為其本身及作為關聯公司代理人，在毋須事先給予客戶通知或知會的情況下：

(a) combine or consolidate all accounts including the Bank Account or any other account of any nature whatsoever and either individually or jointly with others, maintained with the Bank and/or the Affiliates and the Bank may, without prior notice or reference to the Client, set off or transfer any securities, monies or other property in any such accounts to satisfy debts, obligations or liabilities on the Client's part due and owing to the Bank or any of the Affiliates, whether such debts, obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several; and

合併或綜合客戶在銀行或關聯公司內開立的不論是個人或聯名的全部戶口，包括銀行帳戶或其他任何類型的戶口。銀行可以在毋須給予客戶事先通知或知會的情況下，將任何此等戶口的任何證券、款項或其他資產抵銷或轉讓，用以償還客戶對銀行及/或任何關聯公司到期未付或未了結的債務、義務或責任，不論此等債務、義務或責任是實有或或然、主要或附屬、有抵押或無抵押、共同或各別的；及

(b) if any sum is due but remains unpaid hereunder, retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank and/or the Affiliates for or in the Client's name whether for safe custody or otherwise and sell the same or any part thereof at such price and in such manner as the Bank shall in the Bank's absolute discretion determine and the Bank may retain such agent or broker therefor and apply the proceeds thereof to set off any or all sums owing under the Agreement after full deduction of all costs and expenses.

倘若客戶有任何款額到期而未付，留存所有或任何存放於或由銀行及/或關聯公司以其他方式代客戶或以客戶名義持有的證券、貴重物品或任何其他資產或財產，不論上述證券、貴重物品或其他資產或財產是屬於保管或其他性質。同時，銀行可將上述證券、貴重物品或其他資產或財產或其他任何部份以銀行決定的價格及方式出售。為此目的，銀行擁有絕對酌情權聘用代理人或經紀，並可將所得款項於扣除銀行所有費用及支出後，用以解除或抵銷本協議下的任何或所有欠款或未了結的責任或義務。

11.2 The Bank is authorized at any time and in its absolute discretion convert any sum in the Bank Account or under the Banking Service into any currency by any lawful means at the Bank's disposal and at the prevailing rate of exchange as determined by the Bank on the day of passing the entry for the purpose of set off or transfer without reference to the Client.

銀行獲授權於任何時候毋須通知客戶及擁有絕對酌情權，將銀行帳戶內或銀行服務項下的款項，以任何合法途徑按記項當天的兌換率，兌換成任何貨幣以達到抵銷或轉讓的用途。

12. FULL PAYMENT
全額付款

- 12.1 Any sum payable by the Client to the Bank under the Agreement shall be paid to the Bank in Hong Kong Dollars or otherwise as the Bank may from time to time direct in full, free and clear of any of present or future taxes, levies, duties, charges, fees or withholding and without set off, counterclaim or deduction whatsoever. If the Client is required by any Applicable Law to make any deduction or withholding, the Client shall promptly pay to the Bank such additional amount as will result in the net amount received by the Bank being equal to the full amount which would have been receivable had there been no deduction or withholding. Any additional amount paid under this Clause 12 shall not be treated as interest but as agreed compensation.

本協議項下由客戶支付予銀行的任何款項必須以港幣或按銀行的另行指示全額支付，並須是任何現時或將來之稅項、徵費、收費、費用或預扣款的淨額及沒有進行任何抵銷、反索償或扣減。如果客戶被任何適用法律要求扣減或預扣，客戶應立即向銀行支付額外的款項，以使銀行收到的淨款項等於沒有扣減或預扣款時應收到的全額款項。根據本第 12 條支付的任何額外款項不應被視為利息，而是已議定的賠償。

13. FEES CHARGES COMMISSIONS AND INTEREST
費用收費佣金及利息

- 13.1 The Bank has rights to impose or levy such fees, charges and/or commissions for the operation, maintenance or closing of any of the Bank Account or provision of any of the Banking Service to the Client at such rate as prescribed by the Bank in any schedule of fees, charges and/or commission published by the Bank from time to time provided always that the Bank may vary, revise or amend the rate or the basis of calculation thereof upon not less than thirty (30) days prior written notice to the Client. The Client may request for such schedule of fees, charges and/or commission from the Bank. Any such fees, charges and/or commissions shall be payable by the Client to the Bank on demand forthwith.

銀行有權就客戶操作、保持或結清任何銀行帳戶或提供任何銀行服務予客戶而按照銀行不時公佈的費用、收費及/或佣金表收取或徵收任何費用、收費及/或佣金。惟銀行有權於給予客戶不少於三十(30)天的事先書面通知後，修改、修訂或更改費率或計算基準。客戶可向銀行要求取得上述的費用、收費及/或佣金表。任何須由客戶繳付的費用、收費及/或佣金需於銀行作出付款要求時即時支付予銀行。

- 13.2 The Client agrees to pay the Bank all interest accrued on all sums payable by the Client to the Bank calculated from the due date to the date of actual payment (before and after judgment) at such rate as prescribed by the Bank and for the actual number of days divided by 360 or 365 in accordance with the Bank's prevailing practice for the relevant currency.

客戶同意按銀行不時規定的利率，支付銀行的款項所衍生的利息。利息由款項到期支付日起計算直至實際付款日為止(裁決前及後)及按實際天數按照銀行現時常規就有關幣種除以 360 或 365 日。

- 13.3 The Client hereby authorizes the Bank (without prior written notice or reference to the Client) to deduct such interest, fees, charges and/or commission from any one or more of the Bank Account.

客戶謹此授權銀行（毋須事先書面通知或知會客戶）從任何一個或多個銀行帳戶中扣除該些利息、費用、收費和/或佣金。

14. STATEMENTS AND CONFIRMATIONS
結單及確認書

- 14.1 The Client is obligated to review and verify the correctness of each and every entry in any advice, statement or confirmation issued by the Bank to the Client in respect of

any transactions and/or their incidental matters thereto and to notify the Bank immediately in writing of any entry which the Client considers wrongful, irregular and/or unauthorized. Unless the Bank shall have actually received the notice to dispute accuracy, regularity or authority within ninety (90) days of the date of issuance of the advice, statement or confirmation, all the entries demonstrated in such advice, statement or confirmation are deemed and considered to be true, correct, regular and duly authorized and the Client shall no longer be entitled to dispute any transaction and/or entry recorded in the advice, statement and/or confirmation on whatever grounds (in particular, but without limitation, on the ground of the transaction and/or entry being carried out or made without the authorization of the Client) provided always that the Bank shall have the absolute right (but shall not be bound) at any time to rectify any erroneous entry. The Bank shall notify the Client whether it has identified any erroneous entry and would rectify the same within thirty (30) days of the date of the Bank's receipt of the Client's notice.

客戶有責任審閱及核對銀行就本協議項下任何交易及/或其他附帶事項發出的任何通知書、結單或確認書上的每項記項之準確性。倘若客戶認為任何記項存在錯誤、異常及/或未經授權的情況，客戶必須立即以書面通知銀行。除非銀行在列載有關記項的通知書、結單或確認書發出之日期起計九十(90)天內實際上收到對上述記項的正確、正常或授權提出異議的書面通知，否則所有顯示於此等通知書、結單或確認書上的記項均被視作及被認為真實、正確、正常及已獲恰當授權，並且客戶不再有權以任何理由（尤其是但不限於以交易及/或正在進行或作出的記項未經客戶授權為由）對任何記錄在通知書、結單及/或確認書上的交易及/或記項有爭議，但是銀行一直有絕對權利（但不受限制）隨時糾正任何錯誤的記項。銀行應通知客戶銀行是否已識別任何錯誤記項，並將在銀行收到客戶通知之日起三十(30)天內對其進行糾正。

14.2 Nothing in the preceding Clause 14.1 shall prejudice or impair the Client's right of recourse against the Bank in relation to:-

上述第 14.1 條分條款的規定並不影響或損害客戶就下列事項對銀行提出追索的權利：

- (a) unauthorized transaction arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill;
由於任何第三者偽冒或詐騙而引致的未經授權的交易，而銀行對該等交易未能採取合理謹慎及合理技能予以識破；
- (b) unauthorized transaction arising from forgery or fraud by any of the Bank's employees or agents; and
由於銀行的任何僱員或代理人偽冒或詐騙而引致的未經授權的交易；或
- (c) other unauthorized transactions arising from gross negligence or wilful default on the part of the Bank.
由於銀行重大疏忽或故意失責而引致的其他未經授權的交易。

15. CONCLUSIVE EVIDENCE 終局性證據

15.1 Except for manifest error, the books and records kept by the Bank (including, without limitation, tape recording and any handwritten information recorded by the Bank's employees or agents in the course of their dealing with the Client) in respect of the Bank Account and/or Banking Service shall be conclusive evidence and binding on the Client, for all purposes and in all courts of law.

除非存在明顯的錯誤，由銀行保存有關於銀行帳戶及/或銀行服務的帳冊及記錄(包括但不限於錄音帶及由銀行員工或代理與客戶交往期間手寫記錄、資料或數據)於所有用途及法庭成為終局性的證據及對客戶具絕對約束力。

16. JOINT ACCOUNT PARTNERSHIP AND OTHERS 聯名帳戶、合夥人及其他

16.1 This Clause 16 shall apply where the Client consists of more than one person such as joint account holders or joint service users, trustees or personal representatives.
本第 16 條條款適用於銀行帳戶持有人多於一個人的情況，例如聯名帳戶持有人或聯

名銀行服務使用者、信託人或遺產代理人。

- 16.2 The Client will be jointly and severally liable for all or any of the obligations or liabilities under the Agreement or in any other dealings between the Client and the Bank.
客戶須共同及各別地承擔所有本協議項下或客戶與銀行之間的業務往來所產生的所有或任何義務或責任。
- 16.3 Unless otherwise agreed between the Client and the Bank in writing:-
除非銀行與客戶另有書面協議：
- (a) each joint account holder of the Bank Account or joint users of the Banking Service will have sole and full authority on behalf of all the joint account holders or all the joint service users to deal with the Bank fully and completely as if he were the sole owner of the Bank Account or user of the Banking Service without any notice to the other joint account holders or other joint service users (as the case may be);
每一個聯名銀行帳戶持有人或聯名銀行服務使用者均有單一及全面授權於毋須通知其他聯名銀行帳戶持有人或銀行服務使用者的情況下與銀行進行業務，猶如銀行帳戶只是一個單名銀行帳戶或銀行服務使用者只包括一位人士一樣(視情況而定)；
 - (b) any of the joint account holders or the joint service users may give the Bank an effective and final discharge in respect of any of the Bank's obligations; and 任何一個聯名銀行帳戶持有人或聯名銀行服務使用者均可有效地及最終解除銀行於本協議項下的義務；及
 - (c) once served on one of the joint account holders or the joint service users, any notice, request or communication shall be deemed to be given to all.
任何銀行送達其中一名聯名銀行帳戶持有人或聯名銀行服務使用者的通知、要求或通訊會被視作送達予全部銀行帳戶持有人或全部銀行服務使用者。
- 16.4 On the death of any of the account holders or the service users, the Agreement will not terminate but survive such death and remain binding on the other person(s) constituting the Bank's Client and the Bank may treat such survivor(s) as the only party to the Agreement. For the avoidance of doubt, it is hereby declared and agreed by the parties to the Agreement that all rights and interests of and in the Bank Account or the Banking Service will be vested in the survivor(s) under the Bank Account or the Banking Service upon death of the account holder(s) or service user(s) by operation of the rule of survivorship. Clause 16.6 instead of this Clause 16.4 shall apply to partnership account.
本協議不會因任何一名聯名銀行帳戶持有人或一名聯名銀行服務使用者去世而終止，並對其他在世的聯名銀行帳戶持有人或聯名銀行服務使用者仍具約束力。並且，銀行會視該在世的銀行帳戶持有人或銀行服務使用者是本協議下僅有的當事人。為免生疑問，本協議下各當事人聲明及同意，於聯名銀行帳戶持有人或聯名銀行服務使用者身故後，銀行帳戶或銀行服務的一切的權利及權益按照生存者取得權的規則施行並歸賦於銀行帳戶或銀行服務的生存者。本第 16.6 條分條款代替本第 16.4 條分條款適用於合夥帳戶。
- 16.5 Notwithstanding the foregoing provisions, the Bank hereby reserves the Bank's right:-
儘管上述條文，銀行保留下列各項權利：
- (a) to require joint instructions from some or all of the joint account holders or the joint service users before taking any action under the Agreement; and
對採取任何本協議項下的行動前，向所有或多於一位的聯名銀行帳戶持有人或聯名銀行服務使用者尋求共同指示；及
 - (b) to advise one or more joint account holders or joint service users of such conflict or inconsistency and/or to take no action on any such instructions or directions until the Bank receives further instructions or directions in the form and substance satisfactory to the Bank if the Bank receives instructions or directions from any one of the joint account holders or the joint service user which are not consistent with other instructions or directions.
倘若銀行接到其中一名聯名銀行帳戶持有人或一名聯名銀行服務使用者的指示

或指令與其他指示或指令有衝突及不一致，銀行有權通知一個或多個聯名銀行帳戶持有人或聯名銀行服務使用者此等衝突及不一致的指示或指令及/或不執行有關指示或指令直至銀行收到認為其信納的進一步指示或指令為止。

16.6 In case of a partnership, the following provisions shall apply:-

倘若屬合夥人，以下的條文將適用：

- (a) unless otherwise agreed by the Bank, the Client's partnership agreement, if any, will not bind the Bank and the operation, maintenance or closing of a partnership account with the Bank or uses of the Banking Service by a partnership are entirely regulated and subject to the T&Cs of General Banking Service;
客戶的合夥協議(如有)不會對銀行構成任何約束力。除非銀行與客戶另有協議，合夥帳戶的操作、維持或結清或由合夥企業使用的銀行服務將受一般銀行服務條款及細則的約束；
- (b) all partners, whether general, special or limited, will be jointly and severally responsible for their obligations and liabilities under the Agreement;
所有合夥人不論是一般、特別或限責合夥人將共同及分別地承擔其於本協議項下的義務及責任；
- (c) notwithstanding any change in partnership constitution, the remaining partners will have full power and authority to deal with the Bank Account or the Banking Service in any manner until the Bank shall have actually received the notice of change; and
除非銀行收到實際的組織變更通知，即使合夥人的組成有任何變動，其餘合夥人仍可繼續處理銀行帳戶或銀行服務；及
- (d) unless otherwise agreed by the Bank, the Client will give the Bank a new mandate and open a new account upon any change of constitution.
除非銀行與客戶另有協議，客戶於組織變更時，將向銀行提供新的帳戶指令及開立新戶口。

17. CONFIDENTIALITY AND OUTSOURCING

保密及外判

- 17.1 The Bank shall keep confidential all information relating to the Bank Account or the Banking Service but may provide any such information to (A) the regulators or law enforcement agency to comply with the Applicable Laws and their requirements or requests for information (whether personal or otherwise) and (B) from time to time to any of the Bank's branches and/or the Bank's Affiliates for the purposes of (i) providing the Banking Service to the Client; and (ii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities without any consent from or notification to the Client.

銀行應對涉及銀行帳戶或銀行服務的所有資料予以保密，但可在未經客戶同意或未通知客戶的情況下，將任何該等資料(不論是個人資料或其他)提供給(A)監管機構或執法機構以遵守其關於資料方面適用法律，及(B)可不時提供給銀行的其他分行及/或關聯公司以便其(i)向客戶提供銀行服務；與(ii)遵守集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於銀行集團內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排，而無須客戶同意或通知客戶。

- 17.2 In relation to the collection, transfer and process of personal data relating to the Bank's Client or the Authorized Person, the Bank is subject to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong), which regulates the use of personal data and, in addition, the Circular (as mentioned in Clause 9.1 above) which the Client has been provided a copy. The Client agrees to be bound by the provisions set out in the Circular.

就關於收集、轉輸及處理銀行的客戶或其獲授權人士之個人資料而言，銀行受香港規管私人資料使用的《個人資料(私隱)條例》(香港法例第 486 章)的約束。另外，該通告(上文第 9.1 條所述的複印本已被提供予客戶，客戶同意受該通告的條款約束。

- 17.3 Subject to the Applicable Laws, the Bank is entitled to outsource or delegate any of the Bank's functions under the Agreement to any Affiliate or any Correspondent Agent whether in Hong Kong or elsewhere for the performance of such functions in such manner conclusively determined by the Bank and when the Bank considers fit. The Bank has currently outsourced or delegated some of its functions to its Affiliate and Correspondent Agent and may make further outsourcing arrangement when it thinks appropriate without further notice to the Client provided always that the Bank remains ultimately liable for such outsourced activities.

在受所有適用法律規管的前提下，在銀行認為適當時，銀行有權按其決定性認為恰當的方式將本協議項下的銀行的職能外判或委託予不論在香港或其他地方的任何關聯公司或任何業務代理人，以便其執行上述職能。銀行現時已將其部分職能外判或委託予其關聯公司及業務代理人，並有可能在其認為適當時及毋須給予客戶進一步通知的情況下在未來的日子作更多的外判安排(前提是銀行維持有關外判活動之最終責任)。

18. CONFLICT OF INTEREST AND DISCLOSURE 利益衝突及披露

- 18.1 In relation to any transaction contemplated hereunder, the Bank and/or the Affiliates may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with the Client's interest(s) in relation to transaction directly or indirectly (the "**Material Interest**"). The Bank shall take reasonable steps to ensure fair treatment for the Client in relation to any of such transaction subject to the Applicable Laws.

銀行及/或關聯公司與客戶可能會直接或間接在一般銀行服務條款及細則項下擬議的交易中，可能有重大利益、關係、安排或責任或與客戶的利益有衝突(下稱「重大利益」)。銀行會採取一切合理步驟，並根據所有適用法律令客戶於任何該等交易中得到公平的對待。

- 18.2 Subject to the Applicable Laws, the Bank shall be entitled (but not obliged) to give advice or make recommendation to the Client or enter into transaction for or with the Client or act as the Client's agent or provide the Banking Service and any other service notwithstanding the Material Interest and shall not be under a duty to disclose to the Client any profit arising therefrom to the fullest extent permitted by laws.

儘管存在重大利益，客戶同意銀行有權(但非必要)在受所有適用法律規管的前提下為客戶提供意見或提議或進行交易，又或以客戶的代理人身份行事或提供銀行服務及其他服務，而且於法律容許的最大範圍內，銀行毋須向客戶披露由上述交易或銀行服務而產生的利益。

- 18.3 Subject to the Applicable Laws, the Bank shall not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit, commission or remuneration made or received (whether from any Client or by reason of any of the Material Interest or otherwise) by the Bank by reason of any services provided for transaction.

受所有適用法律規管的前提下，銀行除須向客戶通知向客戶收取的有關收費或佣金外，毋須向客戶解釋或披露銀行在交易或服務上獲取的任何利益、佣金或報酬(不論從客戶身上或因重大利益或其他方面獲得)。

19. DEBT COLLECTION 債務催收

- 19.1 The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by the Client under the Agreement and the T&Cs of General Banking Service. The Client agrees and acknowledges that the Client has been warned

that the Client shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all cost, fees and expenses which the Bank may reasonably incur in employing debt collection agent(s).

銀行有權聘用催收代理人以催收客戶在本協議及一般銀行服務條款及細則項下到期未付的任何款項。客戶同意並確認已被忠告，客戶須以全額賠償基準賠償銀行在聘用催收代理人時所合理地產生的全部收費、費用開支。

20. FORCE MAJEURE 不可抗力

- 20.1 While the Bank shall use the Bank's best endeavour to comply with the Bank's obligations in a timely manner, the Bank will incur no liability whatsoever for any partial or non-performance of any of the Bank's obligations by reason of any cause beyond the Bank's reasonable control including but not limited to any communication, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement, governmental restrictions, civil disorder, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond the Bank's control, and the Bank shall not be held liable for any loss the Client or others may incur, whether directly or indirectly, as a result thereof.

銀行會竭盡所能地並及時地去履行義務，但倘若銀行由於超越銀行合理控制範疇的原因，包括但不限於任何通訊、系統或電腦故障、市場失效、暫停、失效或關閉、或任何法律或政府或監管要求、政府的限制、內亂、恐怖主義的行為或威脅行為、自然災害、戰爭、罷工或銀行無法控制的其他情況的實施或改變(包括釋義的更改)而只能部份地或不能履行義務，則銀行毋須對此承擔責任，亦毋須對客戶或其他人士因上述原因而直接或間接遭受的損失或損害負責。

21. AMENDMENT 修訂

- 21.1 The Client agrees and accepts that subject to the Applicable Laws, the Bank may unilaterally amend the provisions or schedules contained in the Agreement and/or the T&Cs of General Banking Service at any time in such manner and to such extent as the Bank may from time to time in its sole discretion consider fit and such amendment shall be effective and binding on the Client upon the Bank's giving the Client not less than thirty (30) days' prior written notice or by way of displaying the amendment in a prominent position of the Bank's office premises or in such other manner as the Bank shall in its sole discretion consider fit.

客戶同意及接受於適用法律規管的前提下，銀行可給予客戶不少於三十(30)天的事先書面通知的情況下或通過張貼有關書面通知於銀行營業地點的顯眼處或其他銀行酌情認為合適的方式，不時按銀行的獨有酌情權認為合適的方式及範圍，於任何時候單方面修訂本協議及/或一般銀行服務條款及細則的條文及附表，而該修訂便會生效及對客戶有約束力。

- 21.2 Where the Client refuses to accept the amendment and chooses to terminate the relevant Bank Account or (as the case may be) the relevant Banking Service(s) to which the amendment relates within a reasonable period, the Bank shall, on application of the Client, repay any annual or other periodic fee (if any), which can be separately distinguished, paid in advance in relation to such Bank Account or (as the case may be) Banking Service(s) on a pro rata basis unless the amount involved is minimal.

若有一段合理時間內，客戶拒絕接納有關修訂並選擇終止受修訂影響的有關銀行帳戶或(視情況而定)有關銀行服務，銀行可在客戶申請下，按比例還付客戶已預先就有關帳戶或(視情況而定)有關服務繳付的可獨立區分的任何年費或定期收費(若有)，除非涉及的款額很小。

22. NOTICE 通知

- 22.1 Any notice or other communication to the Client in connection with any Bank Account or (as the case may be) any Banking Service may be given by the Bank to the Client orally or in writing. Written notice to the Client may be by letter, by way of advertisement in the newspaper or posting notices in banking halls or through such other means as the Bank deems fit. When giving any notice or other communication to the Client by letter in connection with any Bank Account or Banking Service, the Bank shall be entitled to dispatch the same to the last known correspondence address of the Client.
有關任何銀行帳戶或(視情況而定)任何銀行服務的任何通知或其他通訊，銀行可以口頭或書面形式向客戶發出。銀行向客戶發出的書面通知可以以信件、於報紙刊登廣告或在銀行大堂內張貼告示或以其認為恰當的其他形式發出。當就任何銀行帳戶或銀行服務以信件形式向客戶發出通知或其他通訊時，銀行有權將信件寄往最後所知的客戶通訊地址。
- 22.2 Subject to Clause 22.4, a notice or demand in writing by the Bank under the Agreement may be served by post, personal delivery, electronic mail or facsimile transmission and shall be deemed to have been duly served if by post on the day following the day of posting (its subsequent return or non-delivery notwithstanding) and if by personal delivery, electronic mail or facsimile transmission at the time on the day of such personal delivery, electronic mail or facsimile transmission if addressed to the Client or its legal or personal representative(s) at the last known address, electronic mail address or facsimile number according to the Bank's record. 受限於第 22.4 條，銀行就任何根據本協議由銀行發出的書面通知或付款要求可以郵遞、專人送遞、電郵或圖文傳真方式送達。如以郵遞方式發出，則於投寄翌日已視為有效地送達(儘管其後該郵件未能送達或被退回)；如以專人送遞、電郵或圖文傳真方式發出予客戶、客戶的法律代表或遺產代理人於銀行記錄所載及最後所知的地址、電郵地址或傳真號碼，則在該專人送遞、電郵或圖文傳真派發或發出當日已被視為有效地送達。
- 22.3 Subject to Clause 22.4, any written notice or communication from the Bank to the Client shall be deemed duly sent to the Client if it is sent to the Client at the correspondence address, facsimile number or e-mail address of the Client stated in the Agreement and/or such other address, facsimile number or e-mail address from time to time notified by the Client to the Bank in accordance with Clause 22.7 below. 受限於第 22.4 條，銀行向客戶發出的任何書面通知或通訊，若根據本協議所載客戶的通訊地址、圖文傳真號碼或電郵地址，及/或客戶不時依據第 22.7 條通知銀行的其他地址、圖文傳真號碼或電郵地址送出，將被視為妥為送達客戶。
- 22.4 All written notices and announcements by the Bank shall be deemed duly made and effectively communicated to the Client if published on newspaper or displayed at banking hall of the branch/sub-branches/offices as the Bank may in its absolute discretion determine.
所有由銀行發出的書面通知及通告，如已在報章上刊登，或已在銀行全權決定的分行/支行/辦事處的大堂張貼，則被視為已經妥為有效地通知了客戶。
- 22.5 If the Client consists of more than one person, any written notice or other written communication sent to the correspondence address, facsimile number or e-mail address of the Client set out in the Agreement or to any one person comprising the Client at the last known address, facsimile number or e-mail address of such person from time to time or to such other address, facsimile number or e-mail address as may have been notified by the Client to the Bank in accordance with the provisions of the T&Cs of General Banking Service, shall be deemed effectively sent to the Client.
若客戶由多於一人組成，任何書面通知或其他書面通訊，寄發至本協議所載之通訊地址、圖文傳真號碼或電郵地址或組成客戶當中任何一人不時最後所知之地址、圖文傳真號碼或電郵地址或客戶依據一般銀行服務條款及細則的條文通知銀行的其他地址、圖文傳真號碼或電郵地址，即被視作有效地送達客戶。

22.6 Oral notice or communication shall be deemed to have been duly given to and received by the Client when any officer or agent acting for the Bank verbally notifies, whether in person or through the telephone, the Client or (as the case may be) any person comprising the Client or any one of his Authorized Persons or any person believed by such officer or agent in good faith to be the Client or (as the case may be) any person comprising the Client or any one of his Authorized Persons.

當為銀行行事的任何職員或代理人當面或透過電話口頭通知客戶或(視情況而定)組成客戶當中任何人士或其任何一位獲授權人士或該等職員或代理人真誠相信為客戶或(視情況而定)組成客戶當中任何人士或其任何一位獲授權人士的任何人士時，該等口頭通知或通訊將被視為已正式向客戶發出並由客戶收到。

22.7 Subject to Clause 22.9 below, any notice or communication from the Client relating to any Bank Account or Banking Service shall be signed as per the Signing Arrangement, provided that if the notice or communication is relating to the change of the correspondence address, numbers or other details of the Client:

受限於下文 22.9 條，任何由客戶作出關於任何銀行帳戶或銀行服務的通知或通訊應按適用的簽署安排簽署，惟若有關通知或通訊是關於更改客戶的通訊地址、聯絡號碼或其他資料，則：

(a) the Bank may require the Client to give and sign the notice or communication personally;

銀行可要求客戶親自發出及簽署有關通知或通訊；

(b) if the Client consists of more than one person or is a partnership firm, the Bank may require any one of the persons comprising the Client or (as the case may be) any one of the partners of the Client to give and sign the notice or communication in favour of the Bank, and any such notice or communication so given and signed shall be binding upon the Client absolutely;

若客戶由多於一人組成或若客戶是一合夥商號，則銀行可要求任何組成客戶的人士或(視情況而定)客戶的其中任何一位合夥人向銀行發出及簽署有關通知或通訊，而該通知或通訊經如此發出及簽署後對客戶有絕對約束力；

(c) if the Client is a limited company or any other body or entity acceptable to the Bank, the Bank may require the Authorized Person(s) of the Client to give and sign in accordance with the Signing Arrangement the notice or communication in favour of the Bank, and any such notice or communication so given and signed shall be binding upon the Client absolutely.

如客戶是一有限公司或銀行所接納的任何其他團體或體系，則銀行可要求客戶的獲授權人士按簽署指示向銀行發出及簽署通知或通訊，而該通知或通訊經如此發出及簽署後對客戶有絕對約束力。

22.8 Subject to Clause 22.9 below, a notice by the Client or the Client's legal representative(s) or the Client's estate may be served by post, personal delivery or facsimile transmission at the Bank's registered office or principal place of business but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery or facsimile transmission by the Bank.

受限於下文第 22.9 條，客戶或客戶的法律代表或遺產代理人發出或提出的通知可採用郵遞、專人送遞或圖文傳真方式將其送達至銀行註冊地址或主要營業地址。除非及直至銀行實際上收到該郵遞、專人送遞或圖文傳真，否則不會被視為有效送遞。

22.9 The Bank may from time to time expressly agree (subject to any specific requirements from time to time prescribed by the Bank) any notice or communication from the Client to the Bank (including those relating to the change of the correspondence address, the contact telephone numbers or other details of the Client) to be given other than in accordance with Clause 22.7 or 22.8.

銀行可不時明示同意(受限於符合銀行不時指定的任何特定要求)，任何由客戶向銀行作出的通知或通訊(包括關於更改客戶通訊地址、聯絡號碼或其他資料的通知或通訊)可以非第 22.7 或 22.8 條規定的方式作出。

23. CHANGE OF INFORMATION

資料改變

- 23.1 The Client and the Bank undertake to inform each other of any material change to the information provided in the Agreement. In particular, the Client and the Bank agree that:-
銀行及客戶承諾，倘若根據本協議項下所提供之資料有任何重大變動，將通知對方。特別是，客戶及銀行同意：
- (a) the Bank shall notify the Client of any material change to the Bank's business which may affect the Banking Service rendered to the Client by the Bank; and 倘銀行業務出現任何重大變動，而該等變動可能影響銀行向客戶提供之銀行服務，則銀行將會通知客戶有關變動；及
 - (b) the Client will notify the Bank of any change of name, address, tax status, particulars and information and provide such supporting documents as reasonably required by the Bank to support such changes.
客戶將通知銀行有關姓名、地址、稅務身份、詳細資料及其他資料之任何變動，並按銀行合理之要求提供支持文件以茲證明。

24. CURRENCY EXPOSURE 貨幣風險

- 24.1 For any transaction contemplated hereunder in currencies other than Hong Kong Dollars, the Client acknowledges that there may be profits or losses arising as a result of a fluctuation in exchange rates, which shall be entirely for the Client's account and at the Client's own risk.
對於一般銀行服務條款及細則項下以港幣以外的貨幣進行之擬議交易。客戶承認由於匯率的波動，此等業務有可能導致盈虧，該等盈虧須全部由客戶承擔。

25. TAX COMPLIANCE 稅務合規事項

- 25.1 The Client and any person acting on the Client's behalf acknowledge that it is the Client's sole responsibility to understand and comply with the Client's tax obligations in all jurisdictions. Such tax obligations include but not limited to tax payment or filing of returns or other required documents to relevant Authorities (which means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and Internal Revenue Service of the United States of America). Certain countries have tax legislation with extraterritorial effect regardless of the Client's place of domicile, residence, citizenship or incorporation. The Client may consider seeking independent legal and tax advice and neither the Bank nor the Bank's agents provide the same.
客戶及代表客戶行事的人士確認客戶須全權負責了解及遵守客戶在所有司法管轄區的稅務責任。該等稅務責任包括但不限於繳納稅款或向有關稅務當局（即任何在香港境內或境外的政府、政府單位、政府機構或監管機構，包括香港稅務局及美國國稅局）提交報稅表或其他所需文件。某些國家訂立了具治外法權效力的稅務法例，不論客戶的居籍、居留地、公民身份或註冊成立地點。請考慮尋求獨立法律及稅務意見，銀行或銀行代理人概不會提供該等意見。
- 25.2 The Client undertakes to provide the Bank, upon request, any documentation or other information regarding the Client and the Client's beneficial owners that the Bank may require from time to time in connection with the obligations under, and in compliance with, Applicable Laws, including, but not limited to, AEOI. The Client further agrees and consents that the Bank may collect, store and process information obtained from the Client or otherwise in connection with this Agreement and/or the Client's transactions for the purposes of complying with AEOI and/or other Applicable Laws, including disclosures from the Bank to the governmental authorities of the United States of America, Hong Kong and/or other jurisdictions. To the extent permitted by law, the Client hereby waives any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or

understanding that would otherwise prevent compliance by the Bank with AEOI and/or other Applicable Laws. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws. The Client shall ensure that, before the Client or anyone on the Client's behalf discloses information relating to any third party to the Bank in connection with this Agreement or the Client's transactions that third party has been provided with such information and has given such consents or waivers as are necessary to allow the Bank to collect, store, process and disclose his, her or its information as described in this Clause.

客戶須在被要求時向銀行提供關於客戶及其實益擁有人的文件或其他資料，以使銀行遵守及履行包括(但不限於)AEOI 的適用法律的要求及責任。客戶同意，為遵守 AEOI 及其他適用法律，銀行可以收集、儲存及處理從客戶或因本協議及/或客戶之交易而獲得的資料，同時同意銀行向香港、美國及/或其他司法管轄區之政府機構披露資料。在法律允許的範圍內，客戶特此豁免任何會妨礙銀行遵守 AEOI 及其他適用法律的任何司法管轄區的資料保障、私隱、銀行保密或其他法例或規例的任何條文及/或任何保密協議、安排或諒解條款。客戶確認這可以包括傳送資料予一些在資料保障、資料私隱或銀行保密法例方面並不嚴格的司法管轄區。客戶須確保，客戶或任何其他代表因本協議或客戶之交易而向銀行披露關於第三者的資料時，該第三者已獲提供該等資訊，並已經給予該等同意或豁免，使本行可以按本條款所述收集、儲存及處理該第三者的資料。

- 25.3 (a) The Client shall upon request by the Bank confirm to the Bank (i) whether the Client is a person who is entitled to receive payments free from any deduction or withholding as required by AEOI (the “**AEOI Exempt Person**”); and (ii) supply to this bank such forms, documentation and other information relating to your status under AEOI (including its applicable passthru rate or other information required under the US Treasury Regulations or other official guidance including intergovernmental agreements) as the Bank may reasonably requests for the purposes of its compliance with AEOI.
在銀行要求時，客戶須向銀行確認 (i) 客戶是否有權在收受款項時免受任何 AEOI 規定的扣減或預扣(「**AEOI 豁免人士**」); (ii) 為銀行遵守 AEOI 之目的，在銀行合理地要求時，向銀行提供關於客戶在 AEOI 的身份的表格、文件及其他資料(包括其適用轉付率或美國稅務條例或包括跨政府協議的其他官方指引所要求的其他資料)。
- (b) If the Client confirms to the Bank pursuant to the above that the Client is an AEOI Exempt Party and the Client subsequently becomes aware that the Client is not, or has ceased to be a AEOI Exempt Party, the Client shall notify us the Bank as soon as reasonably practicable.
如按上述，客戶向銀行確認客戶是 AEOI 豁免人士，而之後客戶發現其並非或已不再是 AEOI 豁免人士，客戶須盡快通知本行。
- (c) If the Client fails to confirm the Client's status or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for avoidance of doubt, where paragraph (b) above applies), then:
如客戶沒有按上述(a)段(為免生疑，如(b)段適用，包括(b)段)向銀行確認其身份或提供表格、文件及其他資料，則:
- (i) If the Client failed to confirm whether the Client is (and/or remains) a AEOI Exempt Party then the Client will be treated as if the Client is not a AEOI Exempt Party; and
如客戶沒有確認客戶是否(及/或保持)AEOI 豁免人士，客戶將不被視為 AEOI 豁免人士;及
- (ii) If the Client failed to confirm its applicable passthru rate then the Client will be treated as if its applicable passthru rate is 100%, until such time that the Client provides the Bank the requested confirmation, forms, documentation or other information.
如客戶沒有確認其適用轉付率，其適用轉付率將被視為 100%，直至客戶

向提供所需確認、表格、文件或其他資料。

- 25.4 If the Bank is required pursuant to AEOI or otherwise by law to withhold or deduct any AEOI withholding taxes (including any penalties or interest payable in connection with any failure to pay or any delay in paying any such taxes) on any payments to the Client, we the Bank may deduct such taxes and we will not be required to increase any payment in respect of which we the Bank makes such withholding. The Client shall be treated for all purposes of this Agreement as if the Client had received the full amount of the payment, without any deduction or withholding. The Client shall provide us the Bank such additional documentation reasonably requested by us the Bank to determine the amount to deduct and withhold from such payment.

如銀行需按 AEOI 或法例要求在付予客戶的款項中預扣或扣減任何 AEOI 預扣稅(包括因沒繳交或延遲繳交該等稅項而引起之懲罰或利息)，銀行可扣減該等稅項，而無需增加任何付予客戶的款項。在本協議所有目的下，客戶皆被視為已全數收到該款項，沒有扣減或預扣。在銀行合理地要求時，客戶須向銀行提供該等額外資料，以決定該款項需要扣減或預扣金額。

- 25.5 The Client will, from time to time, supply the Bank with identity information and personal data in connection with the establishment or continuation of any account with the Bank or provision of the Bank's services. Failure to supply the information may result in the Bank being unable to effect a transaction, provide the services or operate or maintain any account with the Bank. It may also result in the Bank having to withhold or deduct amounts as required under the local or foreign laws, regulations and rules.

客戶在銀行設立或延續任何銀行帳戶或提供銀行服務，需不時向銀行提供身份資料及個人資料。未能提供資料可導致無法完成交易、提供服務或操作或維持在銀行的任何帳戶，亦可能導致銀行須根據本地或外國法律、規例及規則預扣或扣除的款項。

- 25.6 Without limiting any other indemnity provided by the Client, the Client will indemnify the Bank, the Affiliates or the Bank's agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from the Client's instructions, account or provision of services to the Client, including as a result of any of the Client's failure to comply with the T&Cs of General Banking Service or any other undertakings given by the Client or the Client's agent providing misleading or false information in respect of the Client or any other person or matter in connection with the T&Cs of General Banking Service, unless the Bank is negligent or guilty of wilful misconduct.

在不影響客戶提供的任何其他彌償保證的原則下，客戶須就因客戶指示、帳戶或向客戶提供的服務所產生的任何法律責任、合理損失或開支（包括稅項及徵費）向銀行、銀行之關聯公司或代理人作出彌償，包括因客戶未能遵守一般銀行服務條款及細則或客戶給予的任何其他承諾或客戶的代理人就客戶或任何其他人士或事項提供有關一般銀行服務條款及細則具誤導性或虛假的資料，除非銀行疏忽或犯有故意的不當行為。

26. FINANCIAL CRIME COMPLIANCE **金融犯罪合規事項**

- 26.1 The Bank is required to act in accordance with applicable laws, regulations, policies (including the Bank's policies) and request of statutory and regulatory authorities operating in various jurisdictions. These relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other services to any persons which may be subject to sanctions. The Bank may in the Bank's absolute discretion take any action as the Bank considers appropriate to comply with all such laws, regulations, policies and requests. Such action may include but is not limited to:-

銀行須根據不同司法管轄區內的法定及監管機構的適用法律、規例、政策（包括銀行政策）及要求行事。其中包括防止洗黑錢、恐怖分子資金籌集、賄賂、貪污、實際或試圖逃稅、欺詐及向任何可能受到制裁的人士提供金融或其他服務。銀行享有絕對酌情權決定採取銀行認為適當的任何行動，以遵守所有有關法律、規例、政策及要求。有關行動可能包括但不限於：

- (a) screening, intercepting and investigating any instruction, drawdown request, application for services, payment or communication sent to or by the Client (or on Client's behalf) and to or from the Client's account;
審查、截取及調查任何向客戶發出或由客戶（或代表客戶）發出、向或從客戶帳戶的任何指示、提款要求、服務申請、付款或通訊；
- (b) investigating and making further enquiries as to the source of or intended recipient of funds, the status and identity of a person or entity, whether they are subject to a sanction regime, and whether a name which might refer to a sanctioned person actually refers to that person;
資金或預定收款人的來源、個別人士或實體的狀況及身份進行調查及作進一步查詢，以了解他們是否受制裁制度約束，及被指稱被制裁人士的名稱是否為該名人士；
- (c) combining and using information about the Client, the Client's personal data, beneficial owners, Authorized Persons and other representatives, accounts, transactions, use of the Bank's services with other related information possessed by the Bank or the Affiliates;
將有關客戶、客戶的個人資料、實益擁有人、獲授權人士及其他代表、帳戶、交易、銀行服務使用的資料與銀行或關聯公司管有的其他相關資料合併及加以使用；
- (d) delaying, blocking, suspending or refusing to process any payment or instruction to the Client or by the Client in the Bank's absolute discretion;
按銀行絕對酌情決定，延遲、阻截、暫停或拒絕處理給予銀行或由銀行發出的任何付款或指示；
- (e) refusing to enter or conclude transactions involving certain persons or entities;
拒絕訂立或完成涉及若干人士或實體的交易；
- (f) terminating the Bank's relationship with the Client;
終止銀行與客戶的關係；
- (g) reporting suspicious transactions to any authority; and
向任何主管機構匯報可疑交易；及
- (h) taking any other actions necessary for the Bank or the Bank's affiliates to meet any legal, regulatory or compliance obligations.
採取銀行或關聯公司認為必要的任何其他行動，以履行任何法律、規管或合規責任。

To the extent permissible by law, neither the Bank nor any of the Bank's agents shall be liable for any loss (whether direct or consequential and including without limitation, loss of profit or interest) or damage suffered by the Client or any third party, caused in whole or in part in connection with Financial Crime Compliance. For the purpose of this Clause 26, "**Financial Crime Compliance**" means any action to meet the compliance obligations relating to detection or prevention of financial crime that the Bank may take.

在法律容許的情況下，銀行或銀行的任何代理人概不就銀行或任何第三方所蒙受，全部或部分因金融犯罪合規事項而導致的任何損失（不論直接或相應產生，並包括但不限於利潤或利益的損失）或損害承擔法律責任。第 26 條「金融犯罪合規事項」指銀行可就偵測或防止金融犯罪以履行合規責任所採取的任何行動。

27. MISCELLANEOUS PROVISIONS 其他事項

- 27.1 The Agreement and the T&Cs of General Banking Service applicable to any Bank Account or any Banking Service shall apply to all outstanding and future transactions.
適用於任何銀行帳戶或任何銀行服務的本協議及一般銀行服務條款及細則亦適用於所有未完成及未來的交易。
- 27.2 The Client will be responsible for filing tax and other returns and reports on the transactions the Bank handle for the Client.
客戶須負責就銀行為客戶處理的交易提交報稅表及其他報表及報告。

- 27.3 The Client will, where necessary, obtain and maintain at the Client's own cost suitable equipment, facilities and connections (including computer, software and communications connections) to use a service. The Client is responsible for all telephone, Internet service and other charges incurred.
客戶須在必要時自費取得及維持使用服務所需的適當設備、設施及接駁(包括電腦、軟件及通訊接駁)。客戶須負責支付所有招致的電話、互聯網服務及其他收費。
- 27.4 In the course of providing the Banking Service or entering into the transactions hereunder, the Bank or the Correspondent Agent may need (but not obliged) to record verbal instructions received from the Client and/or any verbal communications between the Client and the Bank in relation to any of the Banking Service.
在提供銀行服務或進行交易的過程中，銀行或業務代理人可能需要(但無責任)以錄音記錄客戶的口頭指示及/或客戶與銀行或銀行代理人在該銀行服務或交易過程中的任何對話。
- 27.5 The Bank may destroy any documents relating to the Bank Account or the Banking Service after microfilming/scanning the same and destroy any microfilm, scanned records upon expiration of such period as the Bank shall consider fit.
在銀行有權將已經縮微攝影/掃描的任何與銀行帳戶或銀行服務有關的文件銷毀，並可在銀行認為適當的一段時間後銷毀縮微膠卷/掃描記錄。
- 27.6 In the event of loss of the identity document, seal or chop used for giving instructions to the Bank in respect of the Banking Service, the Client is obliged to forthwith notify the Bank in writing. The Bank shall not be responsible for any payment made or transaction executed against the above documents or seal/ chop prior to receipt of such written notice.
倘若發現向銀行發出關於銀行服務指示所需的身分證明文件、法團印章或圖章已經遺失，客戶須立即以書面通知銀行。銀行對於任何在未收到該通知前憑該等文件或法團印章/圖章支付的款項或進行的交易毋須承擔任何責任。
- 27.7 Where the Client consists of more than one person, the representations, the warranties, the undertakings and the indemnities hereunder shall be given jointly and severally.
當客戶多於一個人時，本協議項下的陳述、保證、承諾及彌償將被視作共同及各別作出。
- 27.8 No failure to exercise or enforce and no delay in exercising or enforcing on the Bank's part of any right, remedy, power or privilege under the Agreement shall operate as waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege hereunder operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any other further exercise or enforcement thereof, or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative to and not exclusive of any right, remedy, power and privilege provided by law or other documents held by the Bank.
銀行不行使或執行或延遲行使或執行本協議下的任何權利、補救方法、權力或特權不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行不應視為放棄有關權利、補救方法、權力或特權。單一地或部份地行使或執行有關權利、補救方法、權力或特權應不排除權進一步行使或執行或以任何其他方式行使或執行任何其他有關權利、補救方法、權力或特權。本協議賦予銀行的權利、補救方法、權力和特權是累加的，將不會取代法律或銀行持有的其他文件所賦予銀行的權利、補救方法、權力或特權。
- 27.9 The Agreement shall be binding upon, and enure to the benefit of, the parties to the Agreement and their respective successors and permitted assigns.
本協議對當事人及其繼承人及其容許的受讓人均具約束力，有關繼承人及容許的受讓

人均享有本協議項下的權益。

- 27.10 The Client will not assign any of the Client's rights, benefits, powers, obligations or liabilities under the Agreement and T&Cs of General Banking Service.
客戶不可轉讓任何協議及一般銀行服務條款及細則項下的權利、權益、權力、義務或責任。
- 27.11 The Bank may at any time assign all or any of its rights, benefits, powers, obligations or liabilities hereunder and in the Agreement and in that event the assignee shall have the same rights, benefits or powers against the Client and same obligations and liabilities towards the Client as the assignee would have had as if the assignee had been a party hereto and the Client waives and forgoes all the Client's rights, if any, to challenge the validity of any such assignment by way of this Clause 27.11.
銀行可以隨時轉讓一般銀行服務條款及細則及本協議項下的所有或任何權利、權益、權力、義務或責任，而受讓人應有與銀行相同的權利、權益或權力及對客戶承擔與銀行同樣義務或責任，猶如受讓人是本協議的當事人一樣。客戶通過本第 27.11 條分條款放棄質疑此等轉讓的有效性的權利。
- 27.12 Each of the provisions of the Agreement and/or the T&Cs of General Banking Service is severable and distinct from the others and if at any time one or more of such provisions is prohibited by law or becomes illegal, void, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the other remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
本協議及/或一般銀行服務條款及細則的每一條文是可分割的及不同的，如果該等條文的一條或多於一條隨時於任何方面根據任何司法管轄區的法律被禁止或成為不合法、失效、無效或在法律上不能執行，該等條文於任何其他司法管轄區的合法性、有效性或可執行性，及本協議及/或一般銀行服務條款及細則的其餘條文的合法性、有效性或可執行性將不受影響。
- 27.13 Time shall in all respects be of essence in the performance of any or all of the Client's liabilities and obligations under the Agreement.
就客戶履行本協議下的任何或所有責任及義務而言，時間於各方面均為本協議的要素。
- 27.14 Our right to vary or revise the interest rate(s) in respect of the Bank Account as displayed in the Bank's office premises from time to time is reserved.
銀行保留不時更改或修訂關於銀行帳戶之利率的權利，有關的更改內容將會在銀行的營業地點張貼發佈。
- 27.15 In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of the T&Cs of General Banking Service, the Client and the Bank agree that the English version shall prevail.
如果一般銀行服務條款及細則的英文版本與中文版本有任何不一致的解釋或意義，客戶及銀行同意以英文版本為準。

28. GOVERNING LAW AND JURISDICTION **適用法律及司法管轄權**

- 28.1 The Agreement and the T&Cs of General Banking Service are governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the exclusive jurisdiction of the Hong Kong Courts. This Clause 28.1 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to the Agreement and the T&Cs of General Banking Service in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.
本協議及一般銀行服務條款及細則受香港法律管轄並依香港法律解釋，且各方同意接

受香港法院對本協議及一般銀行服務條款及細則的專屬司法管轄權。本第 28.1 條僅為銀行的利益而設。因此，銀行不會被阻止在任何其他具有管轄權的法院提出與本協議及一般銀行服務條款及細則有關的法律程序。在法律許可的範圍內，銀行可在任何數目的司法管轄區內同時提起法律程序。

PART II
第二部份

SPECIFIC PROVISIONS FOR GENREAL BANKING SERVICE
一般銀行服務特定條文

These Specific Provisions should be read in conjunction with the General Provisions for General Banking Service under Part I hereof (the "Common Terms"). In the event of any inconsistency between the Common Terms and these provisions, the provisions under Part II hereof shall prevail.

本特定條文須與第一部份之一般銀行服務一般條文（「一般條款」）一併閱讀。如一般條款與本條文有任何歧義，應以本第二部份的條文為準。

1. ACCOUNT OPERATION
操作安排

1.1 The Bank shall be entitled and is authorized by the Client:-
客戶授權銀行辦理下列事項：

- (a) to honour and to act on all instructions and/or orders for transfer of funds, remittance, withdrawal and/or payment and to debit the same to the Bank Account specified; and
承認及執行所有轉賬、匯款、提款及/或付款的指示及/或命令，並從指定銀行帳戶內扣除該等款項；及
- (b) to act on all requests, instructions, orders and/or directions relating to the Bank Account, their operation and/or closing provided that they are (i) signed as per the Signing Arrangement for the time being agreed and in force for the Bank Account concerned; or (ii) given in such other manner or pursuant to such other arrangement as the Client and the Bank may from time to time agree. Any change of such arrangement(s) shall be agreed between the Bank and the Client.
執行與銀行帳戶、其操作及/或取消銀行帳戶有關的所有要求、指示、命令及/或指令，惟該等要求、指示、命令及/或指令必須(i)依照有關銀行帳戶當時協定及有效的簽署安排簽署；或(ii)以客戶與銀行不時協定的其他方式或安排作出。此等安排如有任何變更，須經銀行及客戶協定。

1.2 Notwithstanding Clause 1.1 above, save as otherwise expressly agreed by the Bank, no instruction for withdrawal, transfer or payment out of any Bank Account will be accepted unless (a) there are sufficient funds in the currency concerned available in the Bank Account specified when the relevant instruction is being processed by the Bank and (b) the rules and regulations of the Bank applicable are complied with, provided however that despite an instruction for withdrawal, transfer or payment out of any Bank Account has been accepted by the Bank, the Bank shall be entitled to reject such instruction if subsequently there are somehow insufficient funds in the currency concerned available in the relevant Bank Account when the Bank intends to carry out the accepted instruction. For the avoidance of doubt, after the Bank has accepted any instruction for withdrawal, transfer or payment out of any Bank Account, the Bank is in no way under any obligation whatsoever to withhold any funds available in the relevant Bank Account pending the carrying out of the accepted instruction and the Bank shall be entitled to disburse all or any funds in the Bank Account pursuant to any subsequent instructions given to or accepted by the Bank.

儘管有上文第 1.1 條，除非銀行另行明示同意，銀行不會接受對任何銀行帳戶的提款、轉賬或付款指示，除非(a)當銀行處理有關指示時，所指定的銀行帳戶內有足夠有關貨幣的款項，並(b)符合銀行適用之規則及規定。惟即使銀行已接受任何銀行帳戶的提款、轉賬或付款指示，如當銀行及後欲執行該等指示時，有關銀行帳戶沒有足夠有關貨幣的款項，銀行有權拒絕執行有關指示。為免生疑問，在銀行已接受任何銀行帳戶的任何提款、轉賬或付款指示後，銀行沒有任何責任將有關銀行帳戶的任何款項扣留直至指示的執行，而銀行有權就及後所收到或接受的任何指示支出銀行帳戶中的全部或

任何款項。

- 1.3 All operations of the Bank Account at the counter can only be made within such business hours determined absolutely by the Bank. The Bank Account may be operated by the Client at the branch or sub-branch or office at which the Bank Account concerned is maintained and if so permitted by the Bank at its absolute discretion at such other branch or sub-branch(es) or office(s) of the Bank. All such operations permitted at places apart from the branch or sub-branch or office at which the Bank Account concerned is maintained shall be subject to such terms and conditions, limitations and/or restrictions as the Bank shall determine absolutely from time to time. 一切在櫃面對銀行帳戶的操作，只可在銀行絕對決定的營業時間內進行。客戶可於開立有關銀行帳戶的銀行分行/支行/辦事處操作銀行帳戶，若經銀行全權決定，亦可於銀行的其他分行/支行/辦事處操作銀行帳戶。所有容許在有關銀行帳戶開立的分行/支行/辦事處以外的地方作出的操作，須遵守銀行不時絕對決定的條款、規限及/或限制。
- 1.4 If the Client wishes to give instructions to the Bank to countermand payment of a cheque or other instruments, the Client shall notify the Bank in writing, duly signed in compliance with the Signing Arrangement currently in force for the Bank Account concerned, which will only be effective upon actual receipt by the Bank at the branch or sub-branch(es) or office(s) at which the Bank Account concerned is maintained. The Bank shall be entitled and without any liability to the Client not to act on any request, instruction or order for countermanding payment of cheques or other instruments not so given in the above mentioned manner (such request, instruction or order is called an "**Irregular Stop Payment Instruction**"), and the Bank does not have any duty to make enquiry or further enquiry with the Client on any Irregular Stop Payment Instruction. However, notwithstanding the foregoing, in case of receipt of any Irregular Stop Payment Instruction, the Bank shall have the discretion (but not under any duty), if it deems fit so to do, to act on such Irregular Stop Payment Instruction without verification and/or duly signed written confirmation from or on behalf of the Client and not to make payment for such items concerned until the Bank shall have actually received duly signed instructions specifically directing the Bank to resume payment. In the absence of wilful misconduct or negligence by the Bank, the Bank shall not be liable to the Client for its so doing, whether for wrongful dishonour or otherwise. 若客戶欲向銀行發出止付支票或其他票據的指示，需以書面通知銀行，而通知需依照該銀行帳戶當時有效的簽署安排簽妥，該通知只在銀行開立該銀行帳戶的分行/支行/辦事處實際收到時方才有效。銀行有權不執行沒有參照上文作出有關止付支票或其他票據的任何要求、指示或指令(該要求、指示或命令下稱「不正規止付指示」)，而毋須對客戶承擔任何責任，再者，銀行沒有責任就不正規止付指示向客戶提出查詢。但是，儘管有上文規定，銀行若收到不正規止付指示，銀行有權(但無責任)在其認為恰當時決定執行該不正規止付指示，而毋須核對及/或獲客戶或其代理人的書面簽署確認，並可對有關項目不予支付，直至銀行確實收到指示銀行恢復支付的妥為簽署的書面通知為止。在銀行沒有故意的不當行為或疏忽的情況下，銀行如此行事，毋須由於錯誤拒付或其他原因而對客戶承擔任何責任。
- 1.5 The Client authorizes the Bank to collect inward remittances for account of the Client from time to time as the Bank may think fit. If the Bank elects to collect an inward remittance for account of the Client, the Client shall be bound by the following terms and such other terms and conditions as the Bank may impose from time to time:- 客戶授權銀行在銀行認為恰當時，不時為客戶收取匯入款項。若銀行選擇為客戶收取匯入款項，客戶須受以下條款及其他由銀行不時所訂立的條款約束：
- (a) the remittance proceeds shall, after deduction of all costs, charges and expenses, be paid to the Bank Account of the Client nominated in the remittance instruction or such other Bank Account as the Bank may determine according to prevailing banking practice (the "**Collection Account**") and for this purpose, the Bank may convert the currency of the remittance proceeds into the relevant currency of the Collection Account at the then prevailing spot rate of exchange quoted by the Bank (as conclusively determined by the

Bank);

於扣除了所有費用、收費及開支後，把匯款款項存入匯款指示上所指定的客戶銀行帳戶或其他由銀行按當時銀行常規決定的銀行帳戶(「收款帳戶」)，為此用途，銀行可將匯款貨幣兌換成收款帳戶可接受的相關貨幣，而兌換率是銀行當時公佈的即時匯率(有關匯率將由銀行終局性決定)；

- (b) the Bank shall not in any way be liable to account to the Client for any interest or benefit which the Bank may receive from or derive out of the remittance proceeds or any part thereof prior to the Bank's credit of the same into the Collection Account and such interest and benefit (if any) shall be received and held by the Bank to its own use and benefit absolutely;

假如在匯款款項或其任何部份未存入收款帳戶前，銀行就該等款項或部份收到或獲取任何利息或利益，銀行毋須向客戶支付該等利息或利益，而該等利息或利益(若有)將供銀行使用與受益及屬銀行全權所有；

- (c) for the avoidance of doubt, nothing contained in this Clause 1.5 shall prejudice or affect any of the Bank's rights of appropriation or set-off.
為免生疑問，本第 1.5 條不影響任何銀行的劃撥或抵銷權。

- 1.6 The Client authorizes the Bank to receive inter- and intra-bank credit transfer instruction for account of the Client from time to time as the Bank may think fit. If the Bank elects to receive an inter- or intra-bank credit transfer instruction for account of the Client, the Client shall be bound by the following terms and such other terms and conditions as the Bank may impose from time to time:-

客戶授權銀行在銀行認為恰當時，不時為客戶接收銀行同業及銀行本身的帳戶間之轉賬存入指示。若銀行選擇為客戶接收銀行同業或銀行本身的帳戶間之轉賬存入指示，客戶須受以下條款及其他由銀行不時所訂立的條款約束：

- (a) the Bank may credit and update the Bank Account according to prevailing banking practice. The Client hereby agrees that the Bank shall be entitled to immediately reverse the credit entry or entries if the Bank is subsequently informed that the inter- or intra-bank credit transfer instruction is to be reversed for whatever reason (including without limitation if in relation to an inter-bank credit transfer, the transferring bank fails to settle the transaction) and the Bank shall not be responsible for any losses to the Client as a result of such reverse entry or entries.

銀行將按當時銀行常規將款項記入銀行帳戶並更新該銀行帳戶的記錄。客戶謹此同意如銀行於其後收到需就不論任何原因撤銷銀行同業或銀行本身的帳戶間之轉賬存入指示(包括但不限於在銀行同業之帳戶間的轉賬存入交易中，轉賬銀行未能結算該項交易的情況)的通知，銀行有權將上述已記入帳戶的記錄立刻撤銷而不需為客戶因上述記錄的撤銷而遭受的任何損失負責。

- (b) the Bank will only release the sum(s) credited as a result of the inter- or intra-bank credit transfer instruction according to prevailing banking practice and it may not necessarily be the same day when the credit entry is recorded in the Bank Account.

銀行只會按當時銀行慣例發放因銀行同業或銀行本身的帳戶間之轉賬存入指示而記入帳戶的款項，而此等款項之發放並不一定與款項記入收款帳戶的同一日發生。

- (c) the Client may only withdraw or utilize the funds transferred to the Bank Account after the Bank has duly verified it.

客戶只能於銀行已核對轉賬到收款帳戶的款項後才可提取或使用該款項。

- 1.7 (a) In this Clause 1.7:-
在本第 1.7 條中：

“**Standing Order**” means a conditional order or instruction of the Client relating to the sale or purchase of FX; which includes “**Circular Order**” and “**Limit Order**”;

「常設指令」指與外匯買賣有關的客戶附帶條件指令或指示，當中包括「週期指令」及「限價指令」；

“Circular Order” means Client can select a designated cycle to effect the sale or purchase of FX;

「週期指令」指客戶可按個人需要選取指定週期，於有效期內進行外匯買賣；

“Limit Order” means Client can select a target rate, system will effect the sale or purchase of FX when the spot rate of exchange meets the target rate specified by the Client within the effective period and at designated execution time set by the Bank; and

「限價指令」指客戶可設定目標匯率，於有效期及銀行指定執行時間內，由系統按即市價自動執行到價指令買賣外匯；及

“FX” means those types of currencies (including Hong Kong Dollars) as the Bank may from time to time designate.

「外匯」指銀行不時所指定的貨幣種類(包括港元)。

- (b) Standing Orders may be placed by the Client with the Bank and are accepted or rejected by the Bank at its absolute discretion. The Bank may from time to time prescribe the maximum and/or minimum amounts and/or the conditions which can be pre-set by the Client for such Standing Orders. Without prejudice to the foregoing, the Bank will only accept a Standing Order involving Hong Kong Dollars as one of the FXs involved. Unless otherwise agreed by the Bank, a Standing Order shall only be valid on the Business Day on which it is received and accepted by the Bank.

客戶可向銀行發出常設指令，而銀行可按其絕對酌情權接納或拒絕接納該等常設指令。銀行可不時訂明最高及/或最低金額及/或客戶可就該等常設指令預先設定的條件。在不影響前述各項的原則下，銀行只會接納涉及港元為其中一種外匯的常設指令。除非獲得銀行另行同意，常設指令只應於銀行收到及接納該常設指令的營業日有效。

- (c) Upon fulfilment of all the conditions pre-set by the Client for the Standing Order, the Bank shall be authorized (i) to debit the funds necessary to make the purchase from the Bank Account designated by the Client (“Payment Account”), (ii) to convert the funds so debited and denominated in the currency of the Payment Account into the FX and (iii) to credit the amount so purchased into a Bank Account specified by the Client (“Receiving Account”) denominated in the currency of the amount to be credited.

在符合由客戶就常設指令所預先設定的所有條件時，銀行應獲授權(i)從客戶所指定的銀行帳戶(「付款帳戶」)扣除進行買入所必需的資金，(ii)將所扣除並以付款帳戶貨幣計值的資金兌換為外匯，及(iii)將所買入的款項存入客戶指定且以擬存入款項的貨幣計值的帳戶(「收款帳戶」)。

- (d) Upon fulfilment of all the conditions pre-set by the Client for the Standing Order, the Bank shall be authorized (i) to debit the FX to be sold from the Bank Account designated by the Client (“Payment Account”), and (ii) to credit the funds representing the proceeds of sale into a Bank Account specified by the Client (“Receiving Account”) by converting the FX to be sold into the currency of the Receiving Account.

在符合由客戶就常設指令所預先設定的所有條件時，銀行應獲授權(i)從客戶所指定的銀行帳戶(「付款帳戶」)扣取擬賣出的外匯，及(ii)透過將擬賣出的外匯按依據常設指令進行兌換為收款帳戶的貨幣，將代表賣出所得款項的資金存入客戶指定的帳戶(「收款帳戶」)。

- (e) The Client agrees to accept (i) if the Client places a “Circular Order”, the Bank is entitled to effect a currency transaction for the Client at the spot rate of exchange as quoted by the Bank from time to time, (ii) if the Client places a “Limit Order”, the Bank is entitled to effect a currency transaction for the Client at the rate of exchange specified by the Client if such rate falls within the spot rate of exchange quoted by the Bank at the time. The Bank is not under any obligation to check rate of exchange specified by the Client against the rate prevailing in the relevant foreign exchange market on a real time basis, nor to effect any currency transaction at such rates.

客戶同意接納 (i)若客戶發出「週期指令」：銀行有權按銀行不時報出的即期匯率為客戶進行貨幣兌換，及 (ii)若客戶發出「限價指令」：如銀行當時公佈的匯率符合客戶選擇的目標匯率，銀行有權按客戶選擇的目標匯率進行貨幣兌換。

銀行並無責任將客戶選擇的目標匯率核對有關外匯市場的即時匯率，或按該等匯率進行貨幣兌換。

- (f) In case there are insufficient funds or pre-arranged credit available in the Payment Account at the time of making a purchase or sale pursuant to a Standing Order, the Bank shall be entitled to refuse to make the purchase or sale, in which event the Bank may levy the usual charge and may cancel the Standing Order. The Bank shall not howsoever be liable for any consequence arising out of the failure of the Bank to carry out the Standing Order in such circumstances.

如在依據常設指令進行買賣時，在付款帳戶內並無足夠資金或預先安排的信貸額，銀行有權拒絕進行買賣，在該情況下，銀行可收取慣常收費及可取消該常設指令。銀行不須就在該等情況下銀行不能執行常設指令所引致的任何後果負上任何責任。

- (g) Notwithstanding that there are insufficient funds or pre-arranged credit in the Payment Account, the Bank may, at its absolute discretion, but is not obliged to, carry out the Standing Order without prior written notice to or approval of the Client. The Client shall be liable for the resulting debit balance or overdraft, advance or credit (or any increase in the same) and all interest and standard charges of the Bank relating thereto. Such debt shall be repayable to the Bank on demand together with interest thereon, from the date of carrying out of the Standing Order to the date of actual repayment (whether before or after judgment), both days inclusive, at such rate as published by the Bank from time to time for unauthorized overdraft and compounded at such intervals as the Bank may determine from time to time.

儘管付款帳戶內並無足夠資金或預先安排的信貸額，銀行可按其絕對酌情權(但並無責任)執行常設指令，不須事先書面通知客戶或取得客戶批准。客戶須負責由此導致的結欠或透支、預支或信貸(或其任何增加)及與此有關的所有利息及銀行的標準收費。該等欠款連同其利息須於銀行要求時償還。該利息由執行常設指令日期計至實際償還日期(不論是判決前或後)止(包括首尾兩日)，並以銀行不時就未獲授權透支公佈的利率及以銀行不時釐定的結息期複式計算。

- (h) The Client acknowledges that notwithstanding the Bank's acceptance of a Standing Order, such Standing Order may not eventually result in any sale or purchase of FX owing to market conditions and/or any restrictions (such as any limit for purchase or sale of any FX, exchange control or otherwise) which may from time to time be imposed on the Bank under any laws, rules or regulations. Without prejudice to the foregoing, if for any reason the Bank is not able to deliver the relevant currency at the time when a transaction would otherwise be executed, the Bank shall have no obligation to execute any transaction pursuant to any Standing Order notwithstanding that the Standing Order has been accepted.

客戶承認知悉，儘管銀行接納某常設指令，該常設指令最終可能由於市場狀況及/或根據任何法律、規則或規例而不時對銀行設定的任何限制(例如對任何外匯買賣的任何限額、外匯管制或其他方面的限制)而不獲構成任何外匯買賣。在不影響前述各項的原則下，如果基於任何理由，銀行於本應執行某宗交易時未能交付相關貨幣，則銀行不須依據任何常設指令執行任何交易，即使該常設指令已被接納亦然。

- (i) The Bank may from time to time determine whether an advice setting out the transactions effected by the Bank pursuant to Standing Orders will be issued to the Client.

銀行可不時決定是否會向客戶發出列明由銀行依據常設指令所進行交易的通知書。

2. COLLECTION

代收

- 2.1 The Bank reserves the right not to accept for collection and deposit into the Bank Account any cheques, bills, drafts, promissory notes, orders and/or other instruments (collectively, the "**Payment Orders**"). All Payment Orders accepted for collection are credited subject to final payment (i.e. the Bank's actual receipt of freely remittable and immediately available and disposable funds therefor) and unless otherwise agreed by the Bank are not available for withdrawal until then. Further, whether or not the Bank permitted withdrawal prior to final payment, the Bank shall be entitled to charge or debit the Bank Account concerned with Payment Orders which are subsequently returned unpaid together with (a) interest thereon; and (b) any reasonable cost and expenses reasonably incurred by the Bank.

銀行保留權利拒絕接受代收任何支票、票據、匯票、承付票、付款票據及/或其他票據(合稱「**付款票據**」)及將其存入銀行帳戶。所有被接受收賬的付款票據須待最後收妥(即銀行已確實收到該等付款票據可自由調撥及可即時使用及處理的款項)才能作實。除非經銀行同意,否則,該等付款票據在收妥前將不得支取。並且,不論銀行准許在最後收妥前予以支取與否,銀行有權從有關銀行帳戶記賬或扣除日後被拒付退回的付款票據,連同(a)其利息;及(b)任何由銀行合理地產生的合理費用及開支。

- 2.2 All collection for Payment Orders payable outside Hong Kong shall be (a) subject to and on the terms of the Uniform Rules for Collection published by the International Chamber of Commerce and its amendments and/or replacement currently in force at the material time save and except that collection orders in writing may be dispensed with unless required by the Bank; and (b) subject to the legal requirements and/or banking practice of the place of payment of the item concerned. The Bank has absolute and unfettered discretion to appoint one or more Correspondent Agents in presenting Payment Orders for payment or acceptance (as the case may be) and in relation to any other matter arising out of the process of collection and/or to deliver Payment Orders to any properly authorized third party through whom such Payment Orders are to be presented for collection. The Bank shall exercise reasonable care in relation to the custody and presentation of Payment Orders, but shall not, in the absence of wilful misconduct or negligence by the Bank, be responsible for any error, neglect, default, omission, insolvency or failure in business of such correspondent banks or such third party(ies) or for any loss suffered by the Client as a result of any loss or destruction of Payment Orders or delay in presentation while the Payment Orders are in the custody of any Correspondent Agents or such third party(ies) through whom such Payment Orders are presented or are to be presented for collection.

凡在香港以外付款的所有代收付款票據,將以下列為依據及受其約束:(a)由國際商會出版及當時有效的《代收統一規則》及其修訂及/或取代規定,但除非經銀行要求,否則可免除書面代收指令;及(b)有關項目付款地的法律及/或該地銀行的常規做法。銀行有絕對及不受約束的決定權,委任一間或多間業務代理人為其支付或承兌(視情況而定)而提交付款票據,及為代收程序引起的任何其他有關事項而提交付款票據及/或提交付款票據予任何被妥為授權的第三者以透過彼等將該等付款票據提交代收。銀行在保管及提交付款票據時應採取合理的謹慎,但在銀行沒有故意的不當行為或疏忽的情況下,銀行對於該等業務代理人或該等第三者的任何錯誤、疏忽、過失、遺漏、資不抵債或結業,或對客戶因為付款票據的遺失或毀滅而承受的任何損失,或因為付款票據在透過彼等提交或提交代收該等付款票據的任何往來銀行或第三者的保管之下而有任何提交上的延誤而承受的任何損失,均毋須負上任何責任。

- 2.3 Only items in the same currency or currencies at which the Bank Account concerned is maintained shall be payable thereinto.

只有與有關銀行帳戶內的貨幣或多個貨幣相同的項目,才可存入該有關銀行帳戶。

- 2.4 All Payment Orders payable in Hong Kong received for collection after the normal clearing time on any date will be treated as received for the Bank Account concerned on the following Business Day which is not a Saturday.

所有在香港付款的付款票據在正常交收時間以後存入者,則當作於下一營業日(但不包

括星期六)存入有關銀行帳戶處理。

- 2.5 Notwithstanding any Payment Orders for collection and payment into a Bank Account has not been endorsed by the payee(s) thereof and whether such items bear an "Account Payee" or "Account Payee Only" crossing, the Bank shall be entitled and is authorized (but shall not be obliged): (a) in case of joint account, to collect and pay into the Bank Account concerned any Payment Order payable to any one or more but not all of the account holders; and (b) in case of a Bank Account in the name of a sole proprietorship or partnership firm, to collect and pay into the Bank Account concerned any Payment Order payable to the sole proprietor personally or payable to any one or more but not all of the partners (as the case may be).

經代收及存入銀行帳戶的任何付款票據，儘管未經抬頭人背書，亦不論該等付款票據是否有「入抬頭人帳戶」或「限入抬頭人帳戶」的劃線，銀行有權及獲授權(但沒有責任)：(a)若屬聯名帳戶，可將應付給帳戶持有人中任何一人或數人(但非所有)的任何付款票據進行代收及存入有關銀行帳戶；及(b)若銀行帳戶以獨資或合夥商號名義開立，可將應付給獨資經營者個人或合夥人中任何一人或(視情況而定)數人(但非所有)的任何付款票據進行代收及存入有關銀行帳戶。

- 2.6 The Bank may, at the request of the Client and on the terms and conditions acceptable to the Bank, purchase or discount the Payment Orders from the Client, provided that the Bank shall have absolute discretion to refuse to purchase or discount any Payment Order without giving any reason therefor. If the Bank elects to purchase or discount any Payment Orders, the Client shall be bound by the following terms and such other terms and conditions as the Bank may impose:-

銀行可在客戶要求下及按其接受的條款，向客戶買入或貼現付款票據，惟銀行可全權決定拒絕買入或貼現任何付款票據而毋須給予任何解釋。若銀行選擇買入或貼現任何付款票據，客戶須受下列條款及銀行訂定的其他條款約束：

- (a) in the absence of wilful misconduct or negligence by the Bank, the Bank shall not be responsible for any delay in the presentation of the Payment Orders for payment or acceptance (as the case may be), or for any failure or delay in the giving of notice of any claim which may be raised by the drawers of the Payment Orders or their drawee banks and any such duty imposed on the Bank by law to give any such notice of claim (if any) is hereby waived by the Client absolutely;

在銀行沒有故意的不當行為或疏忽的情況下，對於任何延遲出示付款票據以獲付款或承兌(視情況而定)，或對於未能或延遲發出可能由付款票據的出票人或其付款銀行提出的任何索償的通知，銀行概不負上任何責任。法律對銀行須發出任何索償通知(若有)而加諸的任何責任，特此由客戶絕對豁免；

- (b) it is expressly agreed that the Bank will have the full and unfettered authority and discretion to deal with those Payment Orders in the case of dishonour or non-payment upon presentation, including without limitation whether or not to have any such Payment Orders protested or noted and when to do so, and that in the absence of wilful misconduct or negligence by the Bank, nothing done or omitted to be done by the Bank in respect of such Payment Orders shall in any way prejudice the Bank's right of full recourse to the Client; and 客戶明確同意，銀行有全面及不受約束的權力及決定權，若遇拒付或不支付的情況，可處理該等付款票據，包括但不限於決定是否(並且於何時)就該等付款票據提出拒付證明或作出通知，在銀行沒有故意的不當行為或疏忽的情況下，銀行就該等付款票據作出或不予作出的一切，將不於任何方面影響銀行對客戶的全部追索權；及

- (c) if, for whatever reason, the original Payment Order is not available, a photocopy of the Payment Order together with supporting documents (if any) will be accepted by the Client as conclusive evidence for the unpaid/returned Payment Order. The Client shall not require the Bank to produce and return to the Client the original Payment Order.

付款票據的正本若因任何理由未能供取用發還，客戶將接受付款票據的副本及

支持文件(若有)作為未支付/退還的付款票據的終局性的證據。客戶不得要求銀行向其提供及發還付款票據的正本。

- 2.7 In addition and without prejudice to Clause 2.6 above, the Bank has full recourse against the Client in respect of any or all of the Payment Orders purchased or discounted by the Bank from the Client and the Client shall refund to the Bank on demand at any time, whether prior to the maturity of the Payment Order or otherwise, the sum paid to the Client by way of the purchase or discount of the Payment Order together with interest thereon from the date of the Bank's payment to the Client up to the refund by the Client in full at the interest rate of unarranged overdraft mentioned in Clause 16 of this Part II or at such other rate as the Bank may determine. The Bank may, on request by the Bank's Correspondent Agent or the paying bank, and without liability, refund any amount collected that has not been paid out to the Client.
在附加於及不影響上文第 2.6 條的情況下，銀行就任何或所有其向客戶買入或貼現的付款票據對客戶有全面追索權。客戶須在銀行隨時要求下(不論在付款票據的到期日前或其他時間)，向銀行退回向其就買入或貼現付款票據而支付的款項，連同自銀行向客戶付款之日起以本第二部份第 16 條所述的未經約定透支的利率或銀行可決定的其他利率計算至客戶全數退還款項之日止的利息。銀行可應銀行的業務代理人或付款銀行的要求，並在不需承擔任何責任下，退還任何尚未支付給客戶的已收款項。
- 2.8 The proceeds of collection and any sum payable by the Bank in purchasing and/or discounting the Payment Orders shall, after deduction of all interest and all reasonable costs, charges and expenses reasonably incurred by the Bank (including those to be reasonably incurred by the Bank in carrying out the payment instructions), be paid to the Bank Account nominated by the Client. If the Client fails to nominate such Bank Account, the Bank will have the absolute and unfettered discretion to pay the above proceeds either to any other Bank Account maintained by the Client with the Bank or to a suspense account bearing no interest pending further instructions from the Client. 代收的款項及銀行買入及/或貼現付款票據而須支付的任何金額，須於扣除一切利息及一切銀行合理地產生的合理費用、收費及支出(包括銀行因執行付款指示而合理地產生的費用)後，存入客戶指定的銀行帳戶內。若客戶未有指定收款帳戶，銀行在客戶有進一步指示前有絕對及不受約束的決定權，將上述款項存入客戶於銀行開立的任何其他銀行帳戶或一個不計利息的暫記帳戶內。
- 2.9 The Client acknowledges that foreign exchange transactions are settled by Hong Kong Dollars or such other currencies as agreed between the Bank and the Client (the "**Settlement Currency**") and converted at the then prevailing spot rate of exchange quoted by the Bank (as conclusively determined by the Bank) for purchasing the Settlement Currency with the currency of the relevant Payment Order.
客戶承認知悉，外匯交易須以港元或銀行及客戶同意的任何其他貨幣結算(「**結算貨幣**」)，並按銀行就其最終決定以有關付款票據的貨幣買入結算貨幣報出的即期外匯匯率兌換。
- 2.10 For the Payment Orders presented by the Client to the Bank for collection or otherwise for discount or purchase, the Client warrants that it has a good title to the Payment Orders and that the Payment Orders are within the Client's own disposition and control. 就客戶向銀行出示的代收、貼現或買入的付款票據而言，客戶保證其擁有付款票據的良好業權，並可隨意處置及控制該等付款票據。
- 2.11 In the absence of wilful misconduct or negligence by the Bank, the Client further agrees to indemnify and keep the Bank indemnified on a full indemnity basis from and against all actions, suits, proceedings, claims, demands, losses, damages and liabilities of whatever nature and all reasonable costs, fees, commissions, charges and expenses whether in contract, tort or otherwise which the Bank may suffer, reasonably incur or sustain, whether actual or contingent, by reason, arising out of or in connection with each and every collection, purchase and/or negotiation made for the account of the Client from time to time or in connection with defending by the Bank of any claim or proceedings made or taken out, or threatened to be made or taken out against the

Bank in relation to such collection, purchase and/or negotiation including all reasonable legal and other costs, charges and expenses the Bank may reasonably incur in connection with enforcement or attempted enforcement of the Bank's rights in respect thereof.

在銀行沒有故意的不當行為或疏忽的情況下，客戶進一步同意，將以全面彌償基準就下列事項向銀行作出賠償並使銀行獲得賠償：銀行因為、就或有關每項及各項不時為客戶作出的代收、買入及/或議付，或有關該等代收、買入及/或議付而向銀行提出或進行或威脅向銀行提出的任何申索或法律程序而銀行須對之作抗辯，而蒙受、招致或合理地產生的所有(無論實有的或是或有的及無論是合約項下的或侵權法項下的)訴訟、起訴、法律程序、權利主張、索付、損失、損害賠償及任何形式的責任以及一切合理費用、手續費、佣金、收費及支出(包括銀行因執行或嘗試執行其有關的權利而可能合理地產生的一切法律及其他合理費用、收費及支出)。

- 2.12 The Bank shall be entitled to charge the Client fees and/or charges for and/or relating to any Payment Orders accepted for collection, purchase and/or negotiation (as the case may be) as specified in any schedule of fees published by the Bank from time to time. Such schedule of fees shall be made available to the Client at any time upon request. Further and in addition to the above, the Client shall indemnify and reimburse the Bank on demand for all fees, charges, claims, liabilities, payment, costs and expenses for any such Payment Orders.

就或有關銀行接受作代收、買入及/或議付(視情況而定)任何付款票據，銀行可向客戶收取銀行不時公佈的任何收費表中所列載的手續費及/或費用。該等收費表將隨時應要求向客戶提供。此外及在附加於上述條款的情況下，客戶須應銀行要求就任何該等付款票據賠償及償付銀行一切費用、收費、索償、債務、償付、費用及支出。

3. PAYMENT OUT / REMITTANCE

付款 / 匯款

- 3.1 A payment instruction may only be acted on if there are sufficient cleared funds in the relevant currency in the Client's Bank Account for a full payment, and if the Bank's requirements have been complied with. Such requirements may include amount limits, and restriction on the office from which a withdrawal may be made. In particular, withdrawals in cash or by electronic means may be subject to limit.

付款指令須在客戶的銀行帳戶具有足夠相關貨幣的已清算資金，並遵從銀行的規定下，方能被執行。該等規定可能包括金額限制，以及提款辦事處的限制。當中現金或電子方式的提款可能會受限制。

- 3.2 If the Bank makes a payment to the Client or on the Client's behalf including paying a cheque, without sufficient cleared funds in the Client's account or beyond an overdraft limit, the Client will repay to the Bank the resulting debit together with interest and the Bank's charges.

假如銀行向客戶或客戶的代表付款(包括支付支票)，而客戶的銀行帳戶中並無足夠的已清算資金或付款額超出透支限額，客戶須連同利息及銀行收費向銀行支付不足之數。

- 3.3 The Bank is authorized to pay the bearer a withdrawal instruction purported to be signed by the Client, but may require the Client's personal attendance.

銀行獲授權向持有看來是由客戶簽署的提款指示的人士付款，但亦可能需要客戶親身到場。

- 3.4 When providing remittance service, the Bank is obliged to comply with the Applicable Laws. The Bank's right to prescribe any conditions subject to which the Bank provides any services or accepts any instruction or to refuse to provide any services or act on any instruction to ensure the Bank's compliance with any of the Applicable Laws is reserved. The Bank will only provide remittance services or accept instructions to the extent that the Bank is (in the Bank's reasonable opinion) practicable and reasonable to do so, having due regard to the Bank's prevailing business practices and procedures (whether internal or otherwise).

在提供匯款服務時，銀行有義務遵守適用法律。銀行保留規定銀行提供任何服務或接受

任何指示或拒絕提供任何服務或接受任何指示的條件以確保銀行遵守任何適用法律的權利。銀行僅在銀行（在銀行的合理意見下）適當考慮銀行現行業務常規和程序（無論是內部還是其他）後認為可行及合理的情況下，提供匯款服務或接受指示。

- 3.5 The Client agrees that the Bank merely acts as the Client's remittance agent when following the Client's outward remittance instructions and has no control over the operations of and the charges and commissions levied or imposed by the Correspondent Agent.

客戶同意，當執行客戶的匯出匯款指示時，銀行僅作為客戶的匯款代理人。銀行無法控制業務代理人的操作及其收取或徵取的費用及佣金。

- 3.6 If available and appropriate, a draft with drawee agent's name and address preprinted, and relevant magnetic ink characters (MICR) encoded will be issued to the Client. Upon the Client's request to issue a draft payable at a place where the above preprinted draft is not available, a draft without MICR encoded may be issued and the clearing or collection time for such a draft will be longer than that with MICR encoded.

在可提供及合適的情況下，客戶會獲發附有預先印上匯票付款人代理人姓名及地址及經相關磁墨字符編碼的匯票。應客戶要求在一處不提供預先印刷匯票的地方支付匯票，客戶可能會獲發不設相關磁墨字符編碼的匯票，而客戶應注意到該匯票的結算或託收時間一般將較經相關磁墨字符編碼的匯票為長。

- 3.7 Any instruction for remittance shall not be revoked or revised in whole or in part except with the Bank's written consent. If so agreed by the Bank, any amendment or cancellation of any outward remittance instruction shall be given by the Client in writing in the form satisfactory to the Bank.

除銀行書面同意外，任何匯款指示不得全部或部分撤銷或修改。如果銀行同意，任何修改或取消任何匯出匯款指示應由客戶以書面形式以銀行信納的形式提出。

- 3.8 A request to countermand or alter a payment may be subject to satisfactory evidence, indemnity and, in the case of a draft issued by the Bank, return of the original draft. The Bank is not responsible if payment cannot be countermanded or altered; charges will not be refunded. A refund may only be made after the Bank has confirmed, for example, with a Correspondent Agent or the receiving bank that the payment order has been cancelled, and after receiving cleared funds and deducting all reasonable expenses and, if applicable, converting the payment currency into Hong Kong Dollars at the Bank's spot rate. If the Bank has acted reasonably, the Bank will not be responsible for any delay or loss (from exchange rate movements, of interest or otherwise).

要求撤銷或更改兌付可能須提供可信納的證據、彌償保證，如屬銀行發出的匯票，則須交回原有匯票。即使兌付未能撤銷或更改，銀行亦毋須負責；收費將不獲退還。銀行只會在經與業務代理人或收款銀行確認付款票據已被取消，並經收到已結清資金及扣除所有合理的開支及(如適用的話)按銀行現貨匯率兌換付款貨幣為港元後退還款項。在合理地行事的情況下，銀行將不會就任何因匯率變動、利息或其他事項所產生的任何延誤或損失負責。

- 3.9 The Client agrees that the Bank and the Correspondent Agent are entitled to charge such reasonable charges and fees as the Bank or the Correspondent Agent may determine from time to time. All charges incurred outside Hong Kong is for the account of the beneficiary unless otherwise instructed. In the event of the beneficiary failing to pay any such charges, the Client shall be liable to reimburse on demand the Bank and the Correspondent Agent for all such charges and fees.

客戶同意銀行及業務代理人有權收取銀行或業務代理不時決定的合理費用和收費。除非另有指示，所有在香港以外發生的費用均由受益人支付。如果受益人未能支付任何該等費用，客戶應按要求補償銀行及業務代理人的所有該等費用。

- 3.10 In the absence of negligence, the Bank is not responsible for any delay or failure in effecting a remittance or delivering any item. The Bank is not responsible as to when the receiving bank pays the Client's payee or if it fails to do so, or to recover any payment from it. The Correspondent Agents of the Bank and the Bank may do or refrain from doing anything that they or the Bank believes is required in order to comply with any Applicable Laws. All such actions and omissions bind the Client.
在無疏忽的情況下，銀行毋須為任何支付項目的延誤未能付匯或交付而負責。銀行毋須就收款銀行支付客戶的收款人的時間或其未能支付或向收款銀行追討任何款項而負責。銀行的業務代理人及銀行可進行或避免進行他們或銀行相信就遵守任何適用法律所需的任何事宜。上述所有的作為及不作為均對客戶具約束力。
- 3.11 Funds sent out of Hong Kong may be subject to currency conversions in Hong Kong or at the destination. Unless otherwise agreed, a remittance will be made in the currency of the country in which the payment is to be made, and charges (including those of the Bank's correspondents) will be deducted before payment to the payee.
匯出香港的資金可能在香港或目的地進行貨幣兌換。除另行約定外，匯款貨幣將為付款國家的貨幣，收費(包括銀行的代理銀行收費)將在付款予收款人前扣除。
- 3.12 The Bank is not responsible to advise the Client on the requirements of any law, regulation or custom including exchange control of Hong Kong or any other jurisdictions outside Hong Kong. The Client shall make its own enquiries. The Bank is not required to advise the Client in advance of the Bank's Correspondent Agents' charges.
銀行毋須負責提醒客戶任何香港或任何境外司法管轄區之法律、規例或慣例的規定(包括外匯管制)。客戶須自行查詢。銀行毋須預先通知客戶銀行的業務代理人的收費。
- 3.13 The Bank may remit an amount to, or draw a draft payable at, a place different from that required by the Client if the Bank believes that it is necessary to do so.
如銀行認為有需要，可將款項匯往與客戶要求不同的地點，或可開出匯票其支付地與客戶的要求不同。
- 3.14 If a provisional exchange rate is used in the Client's application for a remittance or draft, the Bank may debit any deficit or credit any gain to the Client's account without prior notice after the Bank has determined the applicable exchange rate.
假如客戶的匯款或匯票申請使用暫訂匯率，銀行在釐定適用的匯率後，可未經事先通知而在客戶的帳戶扣除任何不足之數或貸記任何收益。
- 3.15 The Bank will take reasonable steps to comply with the Client's value date for a remittance, but does not guarantee that the Client's request can be met. Cut-off times, local telecommunications system, banking practices and other procedures of the remittance destination may apply before the payee or its banker will receive payment.
銀行將採取合理步驟以遵照客戶設定的匯款收款日，但並不保證一定可達到客戶的要求。收款人或其往來銀行收取款項的時間將受限於匯款目的地的截止時間、當地的電訊系統、銀行常規及其他程序。
- 3.16 The Bank may transmit any message in respect of a telegraph transfer or other electronic transfer in explicit language, code, or cipher and shall not be held liable to any error, misinterpretation, neglect, or default of any Correspondent Agent save for fraud or gross negligence on the Bank's part.
銀行可以明確的語言、代碼或密碼傳送關於電匯或其他電子轉帳的任何信息，銀行不會對任何業務代理的任何錯誤、誤解、疏忽或失責負責，除非是銀行的欺詐或重大疏忽。
- 3.17 Without prejudice to the generality of the foregoing provisions, the Bank shall not be liable for any loss or damage (whether direct, indirect or consequential) to the Client or any other person as a result of any (a) delay or error in payment or in giving advice of payment and (b) loss of remarks or messages provided by the Client in transit or otherwise save for fraud or gross negligence on the Bank's part.

在不損害上述條文的一般適用性的情況下，銀行不會對因任何 (a) 延遲或錯誤付款或錯誤提供付款通知，及 (b) 客戶在傳輸過程中提供的備註或信息遺失，而對客戶或任何其他人士造成的任何損失或損害 (無論是直接的，間接的還是相應而生的) 承擔責任，除非是銀行的欺詐或重大疏忽。

- 3.18 The Bank shall comply with all Applicable Laws, in particular, those laws regulating and supervising the prevention of money laundering and terrorist financing activities. For this purpose, the Bank shall take any action or implement any measure which the Bank shall in absolute discretion consider appropriate to take. Such action or measure may include, without limitation, the interception and investigation of any payment messages and other information or communications transmitted to or by the Client or on the Client's behalf via the Bank's systems or any of the Affiliate's system; and making further enquiries in such manner as the Bank shall consider necessary in its absolute discretion.

銀行須遵從適用法律及特別是，但不限於規管及監察防止洗黑錢活動的法律。為此目的，銀行會採取或實施按銀行絕對酌情權認為合適的任何行動或措施。該等行動或措施包括但不限於，攔截及調查透過銀行或任何關聯公司的系統向客戶或由客戶或代客戶發出的任何付款訊息及其他訊息或通訊，並按銀行絕對酌情認為合適的方式作進一步查詢。

- 3.19 Remittance messages may contain certain personal information of the remitter (including the address, date of birth and the number of the identification document of the remitter) in order to comply with the Applicable Laws to which the Bank may be subject. The beneficiary and the paying bank may be permitted to see or access such information. Further, such information may also be made available to other parties or competent Authority, to the fullest extent permitted by any of the Applicable Laws. The Client authorizes the Bank to disclose the Client's personal information and information relating to the Client's remittances to the banks and other entities involved and to the Authority.

匯款訊息可含有匯款人的個人資料(包括匯款人的地址、出生日期、身份證明文件號碼)以符合規管銀行的適用法律。受益人及付款銀行可獲准查閱或存取該等資料。此外，於法律容許的最大範圍內，該等資料可能提供予其他人士或主管機構。客戶授權銀行向有關的其他銀行、其他機構及主管機構披露客戶的個人資料及關於客戶的匯款的資料。

- 3.20 A service that permits payment to third party accounts involves risks; for example, an unauthorized person obtaining access to the Client's account may pay funds to third party accounts.

准許付款予第三者帳戶的服務涉及多項風險，例如得以存取客戶的帳戶的未獲授權人士可向第三者帳戶付款。

4. AUTHORIZED PERSONS 獲授權人士

- 4.1 In addition and without prejudice to Clause 4 in the Common Terms, the Authorized Person(s) of the Bank Account shall have the following powers and authorities (to be exercised by such Authorized Person(s) in accordance with the Signing Arrangement) and the Bank shall be entitled to act thereon accordingly:-

在附加於及不影響一般條款第 4 條的情況下，某銀行帳戶的獲授權人士可享有下列權力及授權(由獲授權人士按有關簽署安排行使)，而銀行有權據此行事：

- (a) to withdraw, draw on and/or make payment transfer and/or remittance from the Bank Account concerned whether it is in credit or overdrawn or as a result thereof be overdrawn and for so doing, to sign and/or endorse all documents (including but not limited to cheques, bills, drafts, promissory notes, withdrawals, requests, directions, instructions, standing instructions and/or orders for payment, transfer and/or remittance of all kinds and/or receipts of all types) and to enter into with the Bank all agreements (including but not limited to agreements to sell or purchase currency or currencies) therefor

and/or in connection therewith notwithstanding that:-

可從有關銀行帳戶提款、支付及/或轉賬及/或匯款(不論該銀行帳戶當時是存款給餘或出現透支或由於該等付款而致出現透支)·並可為此簽署及/或背書各種文件(包括但不限於支票、票據、匯票、承付票、提款單、書面要求、指令、指示、各種付款、轉賬及/或匯款的常設指示及/或命令·及/或各類型的收據)·及為此或與此有關而與銀行訂立各種協議(包括但不限於各種貨幣買賣協議)·儘管上述提款、支付、轉賬及/或匯款：

- (i) (the above is for payment, transfer and/or remittance to and/or for the purpose(s), use and/or benefit of the Authorized Person(s) or any one or more of them; and/or
是給予獲授權人士或其中任何一人或數人的用途及/或為其使用及/或利益作出；及/或
- (ii) the above will result in the reduction, satisfaction and/or discharge of any or all of the debts and/or liabilities of the Authorized Person(s) or any one or more of them to the Bank; and
令獲授權人士或其中任何一人或數人對銀行的任何或所有債務及/或負債減少、清償及/或解除；及
- (b) to give all types of instructions to and/or to sign all types of documents and/or to enter into all types of agreements with the Bank in connection with and/or for the operation of the Bank Account concerned, including but not limited to the countermanding of payment, suspension and/or closing of any Bank Account, earmarking of funds in and/or facilities available on such Bank Account and/or application for cheques but excluding any change in the Authorized Person(s) and/or the Signing Arrangement; and
可就與有關銀行帳戶及/或其操作有關的事項(包括但不限於止付、暫停及/或結清該銀行帳戶、指定該銀行帳戶內款項及/或其可使用的授信額度的用途及/或申請領取支票簿·但不包括銀行帳戶的獲授權人士及/或簽署安排的任何更改)向銀行發出各種指示及/或簽署各種文件及/或與銀行訂立各種協議；及
- (c) to give all types of instructions to and/or to sign all types of documents (including but not limited to the endorsement and/or signing on any or all items for collection) and/or to enter into all types of agreements (including but not limited to indemnities, agreements to sell or purchase currency/currencies and/or agreements for the discounting/purchase of and/or advance/drawing against any or all items for collection) with the Bank in connection with and/or for (i) the collection of cheques, bills, drafts, promissory notes, orders and/or any other items of whatsoever nature; and/or (ii) the placing, redeposit and/or renewal of deposits of all types with the Bank; and
可為以下各項或為與以下各項有關(i)支票、票據、匯票、承付票、指令及/或任何其他項目的代收；及/或(ii)於銀行存入、重新存入及/或續期各種存款·而向銀行發出各種指示及/或簽署各種文件(包括但不限於背書及/或簽署任何或所有代收項目)及/或與銀行訂立各種協議(包括但不限於賠償擔保書、各種貨幣買賣協議及/或憑任何或所有代收項目貼現/買入及/或放款/預支的協議)；及
- (d) to receive, sign and/or verify (including certification of) the correctness of all documents, statements of account and/or information in relation to the Bank Account concerned; and
可收取、簽署及/或核正(包括證明)與該銀行帳戶有關的一切文件、結單及/或資料；及
- (e) where withdrawal from the Bank Account is allowed, to instruct the Bank in writing to cancel such arrangement for the Bank Account with effect from such time as the Bank may agree.
若可從銀行帳戶提款·可書面指示銀行為該銀行帳戶取消該安排·生效時間視乎銀行所同意。

**5. RULES OF THE HONG KONG ASSOCIATION OF BANKS (the “Rules of HKAB”)
香港銀行公會規則**

- 5.1 In addition to the T&Cs of General Banking Service, all Bank Accounts shall be subject to and governed by the Rules of HKAB (including those regarding fees and charges on account).
除一般銀行服務條款及細則外，所有銀行帳戶均並須受香港銀行公會規則（包括對帳戶的費用及收費規則）所規限及管理。

**6. STATEMENT SAVINGS ACCOUNT
結單儲蓄帳戶**

- 6.1 The Client may open statement savings account with the Bank denominated in the currencies provided by the Bank.
客戶可於銀行開立銀行規定的幣種之結單儲蓄帳戶。
- 6.2 A statement of account will be sent to the Client each and every month or at regular intervals as determined by the Bank. No statement will be issued where no entry has been made in the relevant account.
結單儲蓄帳戶的結單將每月或銀行不時規定的相隔時段寄送予客戶。如相關賬戶無任何記賬，則不予發出結單。
- 6.3 The balance on the statement savings account cannot be withdrawn by way of cheque. No passbook will be issued to Client for the purpose of recording transactions.
結單儲蓄帳戶不可使用支票提款。客戶將不獲發出存摺作記錄交易用途。
- 6.4 Savings accounts may be for a specified currency or for multi-currencies. For a multi-currency account, only such currencies determined absolutely by the Bank from time to time will be permitted for deposit into such accounts.
儲蓄存款帳戶可為單種指定貨幣或多種貨幣。就多幣別帳戶而言，只有銀行不時絕對決定接受的貨幣才可存入該帳戶。
- 6.5 (a) Subject to the sub-clauses below, interest will be accrued on the credit balance(s) in the Bank Account at such rate(s) determined absolutely by the Bank from time to time and calculated on the actual number of days elapsed and a 365-day year or a 360-day year (for both ordinary and leap years) for such currency(ies) as determined by the Bank from time to time or according to other day count convention according to the market practice and rounded to the nearest cent on every Business day.
在受限於下文各分條款的情況下，利息按銀行帳戶結餘就相關貨幣以銀行不時絕對決定的息率及實際過去日數就銀行不時決定以 1 年 365 日或 360 日(包括閏年和非閏年)或按市場慣例的其他每年日數於每營業日預核並以四捨五入計算至仙位作累計。
- (b) For the avoidance of doubt, if the saving account contains credit balance(s) denominated in different currency(ies), different interest rate(s) may be applied by the Bank to such credit balance(s). Different interest rates will be applicable to credit balances falling at different deposit amounts designated by the Bank and the lowest interest rate may be zero. Such deposit amounts may be varied by the Bank upon not less than thirty (30) days' prior written notice to the Client.
為免生疑問，若儲蓄存款帳戶結餘有不同貨幣，該等不同貨幣結餘的適用息率可能不同。銀行可對不同存款額訂定不同的息率，而最低的息率可能是零。該等存款額可由銀行向客戶作出不少於三十(30)天事先書面通知而更改。
- (c) For items under collection, interest will only start to accrue when the funds are actually collected and credited into the savings account concerned.
代收項目只在款項實際收到並記入有關儲蓄存款帳戶時才開始累計利息。
- (d) The interest accrued will be rounded to the nearest cent (1 cent) and credited to the savings account on half yearly or on such other basis as may be specified by the Bank from time to time.

累計利息將會每半年或由銀行不時指定的其他期間記入儲蓄存款帳戶內，記付累計利息時以四捨五入計算至仙位(1 仙)。

- (e) If the savings account is closed at any time prior to the date on which the accrued interest is due to be credited to the savings account, interest will be deemed to accrue and payable up to the end of the preceding month or such other date as determined by the Bank absolutely.

若儲蓄存款帳戶於累計利息到期可記入帳戶的日期前取消，則利息將視為計付至前一個月的月底日或其他由銀行絕對決定的日期。

7. CURRENT ACCOUNT

往來帳戶

- 7.1 The Client may open current account with the Bank denominated in the currencies provided by the Bank.
客戶可於銀行開立銀行規定的幣種之往來帳戶。
- 7.2 Unless otherwise agreed between the Client and the Bank in writing, no interest is payable on credit balance in a current account.
除非銀行與客戶另有書面協議，否則往來帳戶的存款結餘並無利息。
- 7.3 Instructions for withdrawals may be (i) given in writing by cheques, but unless otherwise agreed by the Bank, forms supplied by the Bank must be used, or (ii) given through other means as the Bank may agree with the Client from time to time;
提款指示可(i)書面以支票作出，但除非得銀行另行同意，否則必須使用銀行提供格式的支票，或(ii)憑銀行與客戶不時約定的其他方式。
- 7.4 If temporary overdraft is granted by the Bank, the Client undertakes to refund to the Bank the whole amount so overdrawn together with accrued interest thereon calculated at such rate as determined by the Bank.
如銀行給予客戶臨時透支，客戶承諾將透支全金額連同按銀行規定的利率計算的利息償還予銀行。
- 7.5 A cheque book will be issued to the Client upon the Client's opening a current account and first depositing a specified amount with the Bank. Cheque books should be kept in safe custody at all times and, where appropriate, under lock and key so as to be inaccessible to unauthorized persons.
客戶於銀行開立往來帳戶時，需於客戶首次存入規定金額後，方獲發給一本支票簿。客戶必須時刻將支票簿妥為保存，如有需要，應予鎖藏，以免被未經授權人士盜取。
- 7.6 Application for new cheque book may be made by presenting a duly completed and signed application form to the Bank or by any other means acceptable to the Bank. The Bank may in its absolute discretion refuse to issue a cheque book. The Bank may, unless otherwise agreed by the Bank, deliver the cheque book to the correspondence address registered with the Bank by mail or by any other means as determined by the Bank in its absolute discretion. The Bank accepts no liability for any delay or loss occasioned by any mode of delivery.
在申領支票簿時，客戶須先行填妥並簽署支票簿申請表，遞交銀行或以銀行指定的其他方式申領。銀行可酌情拒發支票簿。除非銀行與客戶另有協議，銀行將按記錄所示的通訊地址以郵寄方式或其他銀行絕對酌情決定的方式，將新支票簿送交客戶。如因任何遞送方式而引致任何延誤或遺失，銀行毋須承擔任何責任。
- 7.7 Cheque should only be drawn in the form prescribed by the Bank subject to such terms and conditions as stipulated by the Bank and should only be used for the permitted account.
支票須以由銀行指定的形式根據銀行規定的條款及細則簽發並且只適用於指定的帳戶。

- 7.8 Upon receipt of a new cheque book from the Bank, the Client is obliged to verify the cheque serial numbers, account number and name of the Client printed thereon as well as the number of cheques before use. Any irregularity in respect thereof should be promptly reported to the Bank.
客戶在收到新支票簿後，應在使用前核對支票上印示的序列號碼、戶口編號及於支票簿上載印的客戶的姓名，並核對支票數目。如存在異常的情況，應立即通知銀行。
- 7.9 When a signed cheque or a cheque book is lost, stolen or untraceable, the Client is obliged to forthwith report the same to the Bank in writing.
倘若客戶已簽署的支票或支票簿遺失、被竊或丟失，客戶應立即以書面方式通知銀行。
- 7.10 When cheques are delivered by way of post or other means, the word "OR BEARER" should be crossed out and the cheque should be crossed.
倘若客戶以郵寄或其他方式送發支票，請刪去「或持票人」等字樣，支票亦應加上劃線。
- 7.11 The Client is required to exercise due care when drawing cheques to ensure their correctness and accuracy and agrees that cheques shall not be drawn in a manner which will facilitate fraudulent alteration, fraud or forgery. In particular, without limitation:-
客戶在簽發支票時需要小心謹慎以確保其準確及正確性，並同意不使客戶簽發的支票有機會被人作出欺詐塗改或作出詐騙或偽冒行為。尤其是，但不限於：
- (a) the Client should write the amount, both in words and figures in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions or additions;
在簽發支票時，金額大寫及數字須在票面適當位置清楚填寫，並應緊貼左方位置，使其難以加插文字或數字；
 - (b) the word "only" should be added immediately after the amount stated in words and only Arabic numerals should be adopted for figures when drawing cheques; and
在大寫之後應加「正」字結尾，數字只能用阿拉伯數字填寫；及
 - (c) all cheques must be drawn in dark colour non-erasable ink, ball-point pen, printer or cheque writer in Chinese or English and be signed in conformity with the Account Mandate provided to the Bank.
所有支票必須以不能擦掉的深色墨水或原子筆以中文或英文填寫或者以印表機或支票機打印，支票的簽名必須與銀行記錄內的帳戶指令相同。
- 7.12 The Client agrees and acknowledges that:-
客戶同意及確認：
- (a) cheques drawn by the Client which have been honoured may, after having been recorded in electronic form or other form as determined by the Bank, be retained by the collecting bank or the Hong Kong Interbank Clearing Limited ("HKICL") for such period as stipulated in the rules relating to the operation of the clearing house for the relevant currency and, thereafter, they may be destroyed by the collecting bank or HKICL (as the case may be); and
由客戶所開出並已付款的支票，在以電子或其他銀行決定之形式予以記錄後，可由代收銀行或香港銀行同業結算有限公司(下稱「結算公司」)保留，保留期為與有關貨幣的結算所操作有關的規則所列明的期間，而在該期間之後，代收銀行或結算公司可銷毀該等支票(視屬何情況而定)；及
 - (b) the Bank is authorized and empowered to enter into contracts with the relevant collecting banks and HKICL in accordance with the terms in the preceding paragraph.
銀行獲授權按照上述段落與包括代收銀行及結算公司訂立合約。

- 7.13 Any alteration or addition to a cheque must be confirmed by the full signature of the drawer. The Client agrees and acknowledges that the Bank will not be responsible for losses arising from alterations or additions which cannot be detected by exercising reasonable care.

支票如有塗改或增添，必須由發票人全簽證實。客戶同意及確認倘若支票上有不易通過合理謹慎而察覺的塗改或增添而引致任何損失，銀行毋須對此承擔責任。

- 7.14 Cheques drawn against insufficient or uncleared funds shall be returned unpaid by the Bank. The Bank may also return a cheque unpaid if it is not signed in accordance with the Account Mandate on the Bank's records, or is incorrectly completed, drawn with technical error, altered without confirmation by the Client's full signature, mutilated, post-dated or stale. Administrative charges for cheque returned unpaid will be debited to the Client's current account and will be borne by the Client.

任何於往來戶口內未有足夠或已結算的款項情況下簽署的支票將不會被支付。任何不按存放於銀行的帳戶指令簽署、不完全填妥、有技術性錯誤、塗改而未有簽名確認、破損、未到期或過期的支票均不會被支付。客戶需支付因上述各項原因不被支付的支票的手續費，有關的行政費將借記客戶的往來戶口及由客戶承擔。

- 7.15 Any instruction to countermand payment of drawn cheque to the Bank must be clear and unambiguous, sufficient to identify the cheque drawn by reference to cheque number and reach the Bank prior to its payment. In the event that the Client identifies the cheque in question:-

客戶只能在支票未支付之前，以清晰的書面指示通知銀行，並清楚說明有關支票的號碼，方能止付支票。倘若客戶確定有關的支票：

- (a) by reference to other particulars in addition to the cheque number, the Bank shall not be responsible to ensure that other particulars correspond with the particulars of the cheque in question identified by number; and
- (b) by reference to other particulars instead of the cheque number, the Bank may not be obliged to take any action but the Bank may in its absolute discretion and without accepting any responsibility, follow such instruction.

除支票號碼外，並提供其他資料，銀行毋須確保該等其他資料與憑號碼辨認的有關支票的資料相符；及
如客戶只能提供有關支票的其他資料而非有關支票的號碼，銀行毋須採取任何行動止付有關支票。惟銀行可酌情執行該止付命令，但毋須就此產生的任何後果承擔責任。

- 7.16 Where the Client requests the Bank to countermand payment of a cheque drawn by means of an instruction which cannot be verified by the Bank, the Bank shall not be obliged to take any action in respect thereof in the absence of any special arrangement to the contrary with the Client. Notwithstanding the Bank may in its absolute discretion and without accepting any responsibility, follow any such instructions which are, the Bank believes in good faith, initiated by the Client and shall not be liable for having followed any such instruction which is false, incorrect or ambiguous.

倘若銀行無法鑑定止付支票命令的真偽，銀行有權毋須採取任何行動。儘管如此，銀行可酌情執行銀行真誠地相信是由客戶發出的命令，而即使該命令為不正確、虛假或不清楚，銀行亦毋須就此承擔任何責任。

8. TIME DEPOSIT 定期存款

- 8.1 Time deposit may be fixed deposit or call deposits or ordinary deposits or (where applicable) club deposits accepted or set up by the Bank.

為銀行接納或設立的存款可以是定期存款、通知存款、一般存款或(如適用) 零存整付存款。

- 8.2 The term "fixed deposit" means any deposit denominated in any currency which is deposited with the Bank for a fixed term or up to an agreed date. The date falling on

the end of such fixed term or such agreed date is hereinafter called the "maturity date". For the avoidance of doubt, a fixed deposit includes, but without limitation, a call deposit. The term "call deposit" means any deposit denominated in any currency which is deposited with the Bank subject to the condition that its withdrawal may only be made after the Client has given the Bank a written withdrawal notice of a prescribed period. The term "deposit" used in this Clause 8 shall mean a fixed deposit and/or a call deposit and/or a call deposit, as the case may be.

「定期存款」指以任何貨幣存放於銀行直至所固定的時間完結或雙方協定的一個日期為止的存款。此等固定存款期的最後一日或上述雙方協定的日期以下稱為「到期日」；為免生疑問，定期存款包括但不限於零存整付存款。「通知存款」指以任何貨幣存放於銀行，而客戶在提款前必須於規定期限之前向銀行以書面發出提款通知的存款。「存款」一詞在本第 8 條中指定定期存款及/或通知存款及/或零存整付存款，視情況而定。

- 8.3 Subject to the Bank's right not to accept any deposit at the Bank's absolute discretion, a time deposit account will be opened upon the Client first placing a time deposit with the Bank. A time deposit account may only be placed in such currencies and with such minimum initial deposit in regard to a range of maturity dates as determined by the Bank from time to time. All placements, renewals or withdrawals of time deposits are accepted subject to the transaction dates and hours determined by the Bank from time to time.

受限於銀行擁有絕對酌情權不接受任何存款的權利，定期存款戶口於客戶存入首筆定期存款時開立。客戶可存放銀行不時規定的貨幣定期存款，並須按照銀行不時規定的最低開戶存款額及存款期限存款。所有存款、續存或提款，均須依照銀行不時規定的交易日期及時間辦理。

- 8.4 If there requires any conversion of currencies to set up a deposit, the applicable exchange rate shall be quoted and determined by the Bank absolutely.

若敘做存款時涉及貨幣兌換，則所適用的兌換率將會由銀行全權報價和決定。

- 8.5 The Bank reserves the absolute right to require deposits to be made by immediately available funds in the same currency as that of the deposit. In the event the Bank agrees in its discretion to set up a deposit pending receipt of available funds, (i) the deposit will only take effect upon actual receipt of the funds in full by the Bank; (ii) the deposit may be cancelled by the Bank without notice if such funds is not subsequently received in full by the Bank; and (iii) the Client shall on demand indemnify the Bank for all losses, payments and reasonable costs and expenses arising out or as a result of such non-receipt of the funds in full by the Bank.

銀行保留絕對權利要求作出存款之款項須為即時可用並與存款為相同貨幣。如銀行決定同意接受敘做一項仍未確實收到款項的存款，則(i)該存款只會在銀行確實全數收受該款項後才開始生效；(ii)若最終銀行不能全數收到該款項，銀行可不經通知將有關存款取消；及(iii)客戶在銀行要求下須償付銀行由於未全數收受該款項所引起的一切損失及付款以及合理費用及支出。

- 8.6 Upon accepting a deposit from the Client, the Bank will issue to the Client a deposit confirmation to evidence the deposit and its essential terms (the "deposit confirmation").

在接受客戶的存款後，銀行會向客戶發出一份存款確認書(「存款確認書」)，以證明該項存款及其適用的主要條款。

- 8.7 The Bank shall be entitled (but not under any duty) to require the production and surrender to the Bank of the deposit confirmation or deposit receipt/certificate concerned for the withdrawal of any deposit.

提取任何存款時，銀行有權(但並無責任)要求出示並向銀行交回有關存款確認書、存款收據/存款證明書。

- 8.8 Unless otherwise agreed by the Bank, fixed deposits can only be withdrawn on or after the applicable maturity date and call deposits can only be withdrawn after the

expiration of the prescribed withdrawal notice given by the Client. Withdrawal of any deposit may not be made by means of cheque. Unless otherwise agreed by the Bank, all withdrawals shall be made in Hong Kong and payable by the Bank in Hong Kong in accordance with the procedures prescribed by the Bank from time to time.

除非經銀行另行同意，定期存款只限於適用的到期日或之後提取，而通知存款只限於客戶向銀行發出所規定的提款通知期屆滿後提取。提取存款不可以支票作出。除非銀行另行同意，否則所有提款須在香港作出並按銀行不時規定的手續在香港由銀行支付。

- 8.9 If the maturity date of a fixed deposit, or the day on which the Client is entitled to withdraw a call deposit, is not a Business Day, it shall be postponed to the succeeding Business Day, except when such extension exceeds the maximum period for time deposit acceptable to the Bank or as regulated from time to time. In that event, the time deposit will become payable on the Business Day immediately preceding the original maturity date.

若定期存款的到期日或客戶有權提取通知存款的日子並非營業日，則該到期日或客戶有權提款的日子將順延至下一個營業日，如據此延長的存款期超出銀行所接受的或被規定的最長期限，存款將於該非營業日前的最後一個營業日付還。

- 8.10 Any instruction or direction in relation to disposal of funds at the maturity date and any amendments thereto should be clear and unambiguous and given at least one (1) Business Day prior to the maturity date. Where automatic renewal instructions are given by the Client to the Bank for time deposits, the prevailing rate applied will be the rate applicable at the maturity date and at such time as the Bank shall in the Bank's absolute discretion determine.

有關存款到期處理方法的指示或指令及修訂指示必須清楚及毫不含糊，並最遲須於到期日的前一(1)個營業日送達銀行。倘若客戶已作出存款到期自動續存指示，續存利率將採用由銀行絕對酌情決定的於到期日當天的特定時間的利率。

- 8.11 The Bank shall be entitled to act on such instructions of the Client unless and until the Bank receives further instructions from the Client to the contrary.

銀行有權根據客戶的指示採取行動，除非銀行收到客戶進一步的相反指示。

- 8.12 If no instructions to dispose of the time deposit are received by the maturity date, interest on the maturity date and thereafter will accrue on the principal amount only. The interest will accrue at the Bank's daily savings account rate(s) as determined by the Bank. Accrued interest will be paid or credited into the time deposit account only when disposal instructions are received.

如銀行在到期日仍未收到處理方法的指示，則到期日及該日以後的利息只按本金金額累計。利息則按銀行不時規定的儲蓄存款利率計算，應付的利息只會在收到指示後方會存入有關定期存款戶口。

- 8.13 Interest shall accrue on a fixed deposit at such rate and up to such maturity date specified in the applicable deposit confirmation and be calculated on the actual number of days elapsed and a 365-day year or a 360-day year (for both ordinary and leap years) for such currency(ies) as determined by the Bank from time to time or according to other day count convention according to the market practice. Unless the Bank and the Client have agreed otherwise, accrued interest is only payable on the maturity date. 定期存款利息將以相關存款確認書所列明的利率計算至相關存款確認書所列明的到期日並以相關貨幣及實際過去日數就銀行不時決定的 1 年 365 日或 360 日(包括閏年和非閏年)或按市場慣例的其他每年日數計算。除非銀行及客戶另有協定，累計利息只會於到期日支付。

- 8.14 As for call deposits, interest will be calculated on a daily basis on the actual number of days elapsed and a 365-day year or a 360-day year (for both ordinary and leap years) for such currency(ies) as determined by the Bank from time to time or according to other day count convention according to the market practice at the rate quoted by the Bank in its absolute discretion for deposits of comparable amount and for comparable

duration and such rate of interest will be subject to fluctuation. Interest on a call deposit is only payable upon the expiration of the prescribed withdrawal notice.

至於通知存款，其利息將會以相關貨幣每日計算並以實際過去日數就銀行不時決定以 1 年 365 日或 360 日(包括閏年和非閏年)或按市場慣例的其他每年日數計算，利率將按銀行參考相類似的金額和相類似的存款期的存款安排而全權決定報出的利率為準，該等利率並會隨時變化。通知存款利息只會在所規定的提款通知期屆滿後才會支付。

8.15 Upon the Client's request, the Bank may in its absolute discretion repay a time deposit to the Client before the maturity date and the Bank:-

於客戶要求時，銀行可酌情在存款到期日前付還存款予客戶，在此情況下：

- (a) shall not be required to pay any interest on such time deposit;
銀行有權毋須支付該存款的任何利息；
- (b) is entitled to deduct a sum representing handling charges and additional costs, if any, of obtaining funds in the market for the remaining period of such time deposit or such other sums as reasonably prescribed by the Bank from the total sum to be repaid to the Client; and
銀行可將客戶因中途終止存款而令銀行須就該存款的餘下存款期向資金市場另行拆入款項所涉的手續費及額外費用(如適用)從付還予客戶的總款項中扣除；及
- (c) is entitled to deduct any sums already paid to the Client by way of interest and to the Government by way of taxation, if applicable, from the principal sum before repayment thereof.
銀行可將任何已付予客戶的利息及已付予政府的稅項(如有)從本金中扣除，餘款始付還客戶。

8.16 Interest payable on a time deposit will accrue up to but exclusive of the maturity date of the time deposit and is payable on the maturity date and may be either drawn or added to the principal for renewal of the time deposit. Details and/or breakdown of the accrued interest and the amount of tax deducted, if applicable will be advised when a time deposit is withdrawn or renewed.

定期利息將計至定期存款到期日的前一日止，並在到期日支付。存期屆滿時，定期存款可供提取或加入本金續存。在每次提取定期存款或續存時，客戶會獲通知累計利息及預扣稅項(如適用)的詳細資料及/或細目分類。

8.17 Unless otherwise agreed by the Bank, the deposit and its accrued interest shall only be withdrawable by the Client at the branch/sub-branch/office of the Bank where the deposit is placed and set up. Furthermore, all instructions relating to the disposal or renewal of the deposit and its accrued interest should also be directed to such branch/sub-branch/office, unless the Bank agrees otherwise.

除非銀行另行同意，存款及其累計利息只可由客戶於存放及敘做該項存款的銀行分行/支行/辦事處提款。另外，除非銀行另行同意，所有有關處理該等存款及其累計利息或續期的指示必須直接向該分行/支行/辦事處發出。

8.18 The following additional provisions shall be applicable to deposits which are club deposits:

下列附加規定將適用於零存整付存款：

- (a) the Client will be required to make deposit(s) in such amount(s) and at such time(s) as specified in the applicable deposit confirmation, during the period leading up to the applicable maturity date;
客戶將需要在適用的到期日前的期間按照相關存款確認書上所列明的金額和時間供款；
- (b) if any day on which the Client is required to make any deposit under the deposit requirement mentioned in paragraph (a) above is not a Business Day, such day shall be deemed to mean and refer to the immediately succeeding Business Day (if there is one in the same calendar month) or the immediately preceding Business Day (if there is no succeeding Business Day in the same

calendar month). If any day on which the Client is required to make any deposit under the deposit requirement mentioned in paragraph (a) above is a Saturday, such day shall be deemed to mean and refer to the immediately succeeding Business Day (if there is one in the same calendar month) or the preceding Business Day (if there is no succeeding Business Day in the same calendar month); and

若客戶按照上文第(a)段落要求供款的日子並非營業日，則供款日將順延至下一個營業日(如果同一個曆月有下一個營業日)或上一個營業日(如果同一個曆月沒有下一個營業日)。若客戶按照上文第(a)段落要求供款的日子是星期六，則供款日將順延至下一個營業日(如果同一個曆月有下一個營業日)或上一個營業日(如果同一個曆月沒有下一個營業日)；及

- (c) unless otherwise agreed by the Bank, no interest shall be payable on the applicable maturity date on any amount deposited by the Client as a part of a club deposit, unless the Client has duly and punctually complied with the deposit requirement mentioned in paragraphs (a) and (b) above.

除了銀行另行同意，除非客戶已經恰當及準時地履行了上文第(a)及(b)段落的供款規定，否則銀行並不需於相關到期日就有關零存整付的任何存款向客戶支付利息。

9. ACCOUNT IN FOREIGN CURRENCIES

外幣帳戶

9.1 The following provisions shall apply to Bank Account and deposits denominated in foreign currencies:

下列規定適用於各種外幣帳戶及以各種外幣作出的存款：

- (a) the words "foreign currency" or "foreign currencies" mean all currencies other than Hong Kong Dollars and shall include unit or units of accounting internationally accepted as equivalent to currencies;
「外幣」指港元以外的所有其他貨幣，並包括國際接受為等同於貨幣的記賬單位；
- (b) Bank Account in foreign currencies shall be in foreign currencies telegraphic transfer only;
所有外幣的銀行帳戶均為電匯戶。
- (c) for withdrawals from Bank Account in foreign currencies, the Bank shall be entitled to pay the Client by any one or a combination of two or more of the following methods as absolutely determined by the Bank:
當客戶從銀行帳戶提取外幣時，銀行可以下列任何一種或混合兩種或多種其絕對決定的方式付款給客戶：
- (i) subject to deduction of such charges as specified in any schedule of fees published by the Bank from time to time and to be made available to the Client upon request, by telegraphic transfer of the amount withdrawn, in its original currency, to such account or accounts with a financial institution designated by the Client and acceptable to the Bank; and/or
以電匯方式將提取的款項以原貨幣轉匯至開立於一家財務機構的帳戶，該等帳戶須由客戶指定及經銀行同意，惟須扣除按銀行不時公佈的收費表中所列載的有關費用及收費，該等收費表將在客戶要求時向客戶提供；及/或
- (ii) subject to deduction of such charges as specified in any schedule of fees published by the Bank from time to time and to be made available to the Client upon request, by issuing to the Client a cheque or draft payable in the original currency of the amount withdrawn and drawn on such bank at such place as the Bank may determine absolutely; and/or
開出以提取的款額的原貨幣支付的支票或匯票，支付銀行及地點由銀行絕對決定，惟須扣除按銀行不時公佈的收費表中所列載的有關費用及收費，該等收費表將在客戶要求時向客戶提供；及/或
- (iii) for payment in Hong Kong Dollars into Bank Account, being the

equivalent of the amount withdrawn after it is converted into Hong Kong Dollars at the applicable T/T buying rate quoted by the Bank at the time of such withdrawal.

如以港幣支付至銀行賬戶，按照提款時銀行對該貨幣所報適用的買入港元外匯電匯牌價，折付為等值港幣。

10. RENMINBI BUSINESS

人民幣業務

10.1 The Bank may take all necessary measures for the compliance with rules and regulations of the PBOC, the HKMA, any clearing bank, any clearing agent within China or any other supervisory or competent authorities. If required, the Bank may also provide any transaction and account information related to any holder of a Renminbi bank account to the clearing bank and supervisory or competent authorities.

銀行可以為遵守人民銀行、金管局、任何清算行、任何中國代理行或任何其他監管或主管機構的規則及規例，採取一切所需的措施。如有需要，銀行亦可以向清算行及監管或主管機構提供有關任何人民幣帳戶持有人的任何交易及帳戶資料。

10.2 The Bank is entitled to:-

銀行有權：

(a) prescribe restrictions that apply only to Renminbi bank account or services and to amend and/or revise the T&Cs of General Banking Service applicable to Renminbi bank account or services from time to time, whether or not any such action applies to any other Clients of the Bank,

不時規定僅適用於人民幣帳戶或服務的限制，並可不時修改及/或修訂適用於人民幣帳戶或服務的一般銀行服務條款及細則，無論任何該等行動是否適用於銀行的任何其他客戶。

(b) delay or decline, without giving reason and without liability, to execute any instructions of the Client or to accept any Renminbi deposit, and

在無須說明理由及無須承擔責任的情況下，延遲或拒絕執行客戶的任何指示或接受任何人民幣存款；及

(c) at any time in any way vary, suspend, withdraw or terminate all or any part of the Renminbi services.

隨時以任何方式更改、暫停、撤銷或終止全部或任何部分的人民幣服務。

10.3 The Client confirms and declares that the Client fully understands all the rules and regulations applicable to Renminbi bank account or services stipulated by the supervisory or competent authorities. The Client agrees that all Renminbi bank account or services are to be bound by the applicable rules and regulations promulgated by the supervisory or competent authorities from time to time.

客戶確認及聲明，客戶完全明白所有由監管或主管機構規定適用於人民幣帳戶或服務的規則及規例。客戶同意所有人民幣帳戶或服務均受不時由監管或主管機構頒布的適用規則及規定之約束。

10.4 The Client acknowledges and understands that Renminbi circulation is subject to restriction and customer who conducts Renminbi business may be subject to the following risks:-

客戶承認及明白，人民幣流通是受限制的，辦理人民幣業務的客戶可能面對以下風險：

(a) the Client should be cautious that assets or liabilities denominated in Renminbi may be required to be paid or discharged by way of other currency as payment tool in the event that there is change in laws:-

銀行應注意其原持有人民幣資產或負債可能因法律之變更而導致須改以其他貨幣作為收付款工具：

(i) whilst the Bank shall ensure to seek practical solutions or means, the Client, who is beneficially entitled to assets or carries liabilities

denominated in Renminbi or liable to payment obligations in Renminbi by reason of concluded transactions, may be required to pay or receive by means of other currency which is exchanged at the prevailing exchange rate for the reason that change in laws will have impact on the demand and supply of Renminbi in the market or settlement of the concluded transactions.

客戶原持有之人民幣資產、負擔或因交易而產生之付款義務均可能因法令之變更導致影響人民幣資金在市場的供需或交易之清算交割，雖然銀行對原已受理之人民幣案件之後續作業，仍積極、盡力尋求其他解決管道及方式，但必要時有將依當時之市場匯率，改以其他幣種取代之可能性。

- (ii) customer to whom the banking facilities denominated in Renminbi are extended is advised to consider the ability to repay Renminbi upon maturity and exchange risk when the Client is not capable of making repayment in Renminbi.

授信戶辦理人民幣授信業務時，應考量貸款到期時本身人民幣資金之還款能力，若屆期無法以人民幣還款而須以其他外幣還款時，授信戶可能面臨匯兌風險。

- (iii) notwithstanding that a specified loan amount or limit is provided in the loan agreement entered into by customer to whom the banking facilities are granted and the Bank, the customer is still subject to the risk that the loan will not be drawn in Renminbi on account of the legal restriction and, thus, the customer is subject to risk of shortage of funding. If it is drawn in other foreign currency, the customer may suffer or sustain exchange loss by reason of exchange rate fluctuation.

授信戶辦理人民幣授信業務，雖與銀行於貸款協議中約明借款金額或額度，惟存在法律限制，致銀行未能撥款時，授信戶將受有資金短缺之風險；如改以其他外幣撥款，授信戶可能因匯率波動而蒙受匯差風險。

- (b) the Client is advised that the circulation of Renminbi is subject to restrictions imposed by local laws in China and those local laws may change from time to time.

客戶應充分了解人民幣進出中國時將受到當地法令限制，且當地之法律可能隨時變更。

- (c) Renminbi remittance to China will be turned away in the event that the same fails to comply with the legal or regulatory requirements and Renminbi is not freely circulated. Where the Client remits Renminbi to China and the remittance is not effectively paid to the payee for the reason as aforesaid, the Bank shall arrange the refund of the remitted amount provided that all cable, postage and other charges shall be borne by the Client and will be deducted from the remitted amount.

辦理中國人民幣匯入者，若不符合中國的法律或監管要求，則人民幣資金不得任意進入中國。如因前述原因，導致人民幣匯款不能送達時，銀行將協助辦理退匯，但其所需之郵電費及其它費用均由客戶負擔，且直接自匯款金額中扣除。

- (d) in the event that customer to whom the banking facilities are extended in Renminbi is desirous of utilizing the banking facilities in China, the Client should obtain the approval of the competent authority in China to permit the remittance of the Renminbi funding to China and proceed with registration for complying with foreign debt administration rules in China. In the event that drawdown amount is not effectively remitted to China for payment or returned on the ground of the Client's failure to comply with the relevant laws in China, the accrued interest and expenses in connection therewith shall be borne by the Client.

授信戶辦理人民幣貸款如擬在中國使用，客戶須先取得中國主管機關批准相關人民幣資金得匯入中國，並遵守中國現行外債管理規定辦理外債登記，如因授信戶未依中國相關法令辦理，以致已撥付之人民幣無法匯往中國或遭退匯時，其所衍生之借款利息及相關費用均由授信戶自行負擔。

- (e) the Client should fully understand that Renminbi is subject to exchange rate

fluctuation which will create risk to transaction. The market movement is subject to numerous factors which will result in substantial exchange rate fluctuation. The Client entering into Renminbi transaction are subject to transaction risk and evaluation loss as a result of market turbulences or exceptional circumstances. Thus, the Client should assess the Client's own financial condition and risk tolerance prior to entering into of the transaction. The Client is also advised to understand the financial, accounting, tax and legal rules relevant to the transactions and ensure that the Client is willing to undertake the transaction risk and absorb loss.

客戶應充分瞭解人民幣仍會受匯率波動之影響衍生其交易之風險。鑑於影響市場變動因素甚多，導致匯率波動幅度可能極大。客戶從事人民幣相關交易，可能因市況起伏不定或特殊情事發生，導致客戶之交易風險或評價損失。客戶於從事該等交易前，應考慮本身財務狀況及承受風險之能力，並充分了解該等交易所涉財務、會計、稅制及相關法律規定及確保客戶願意自行承受因進行交易所可能衍生之交易風險及損失。

- (f) non-Hong Kong resident is required to, when opening Renminbi account, acknowledges that he does not hold Hong Kong Identity Card of any kind. If the Client obtains Hong Kong Identity Card at any time subsequent to the point of time of account opening, the Client should notify the Bank forthwith. Thereafter, the Bank shall provide the Client with the service in accordance with the rules for Renminbi business applicable to Hong Kong resident.

非香港居民辦理人民幣開戶業務時，客戶應確認未持有何種類之香港身分證始得辦理；如未來客戶取得何種類之香港身分證時，應立即通知銀行，銀行將依香港居民相關人民幣業務規定繼續為客戶提供服務。

- (g) it is a requirement for Hong Kong resident who opens Renminbi account with the Bank, to acknowledge that he does not open any Renminbi account as non-Hong Kong resident with other licensed banks in Hong Kong.

香港居民辦理人民幣開戶業務時，客戶應確認並未同時在香港其他銀行以非香港居民身分開立人民幣帳戶。

- (h) the Client is required to acknowledge that the Client fully understands the foregoing provisions and potential risks associated with Renminbi business before the Client conducts the same, and agrees that the Client is willing to pay expenses and absorb all losses in relation to the transactions under Renminbi business.

客戶在辦理本項業務前應確認，已充分了解上述有關人民幣業務之條文及其潛在風險，且同意接受並願意自行承受因進行人民幣業務之相關交易所可能衍生之損失及費用。

10.5 The Client hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates. The Client hereby acknowledges that the Bank shall not be liable for any losses and damages arising out of or in relation to:-

客戶謹此確認與匯率快速變動有關的永久性的損失風險。客戶謹此確認，銀行不承擔由於或與之有關的任何損失和損害：

- (a) any change in laws, regulations or orders issued by any government agencies or any other relevant bodies or any cause beyond the Bank's control which prohibits the execution of RMB exchange and remittance service by the Bank or by any financial institution associated with the Bank; or

任何政府機構或任何其他相關機構發布的法律、規例或命令的任何變更或超出銀行控制範圍的任何原因禁止銀行或與銀行相關的任何金融機構執行人民幣兌換和匯款服務；或

- (b) the Bank's inability to quote Renminbi exchange rate or vary the spread to buy or sell due to market condition or the closure of Renminbi market.

由於市場狀況或人民幣市場關閉，銀行無法作出人民幣匯率報價或更改買入或賣出價差。

10.6 If the Bank provides any exchange service, it shall be done at such exchange rate as determined by the Bank at its absolute discretion and subject to such terms as

prescribed by the Bank.

如果銀行提供任何兌換服務，應按照銀行絕對酌情權決定的匯率進行兌換，並遵守銀行規定的條款。

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

客戶謹此確認，所有人民幣資金如存放於在香港以外（包括中國）註冊成立的金融機構或任何其他與銀行有關的公司均不受存款保護計劃條例（香港法例第 581 章）保障。

11. DUTY OF CLIENT AS REGARDS CHEQUES

客戶對支票的責任

- 11.1 The Client shall have a duty (a) to keep and store all unissued cheques; and (b) to give notice in writing of any loss and/or theft thereof to the Bank immediately upon discovery. In case of loss and/or theft of any of the above-mentioned documents, the Bank shall not be liable to the Client for any irregular and/or unauthorized withdrawal from the Bank Account concerned whether as a result of forgery or otherwise howsoever which occurs prior to the Bank's actual receipt of notice in writing of such loss and/or theft, provided that nothing in this Clause 11 shall affect the Client's right of recourse in relation to the unauthorized transactions set out in Clause 14.2 of the General Provisions for General Banking Service.

客戶有責任(a)將所有未簽發的支票保管及保存；及(b)在發現彼等遺失及/或被盜竊等情況時，立即以書面通知銀行。上述任何文件如發生遺失及/或被盜竊等情況，在銀行實際收到有關書面通知前，對由於偽冒或其他任何原因而使有關銀行帳戶發生任何不妥當及/或未經授權的提款，銀行對客戶概不負責，惟第 11 條並不影響客戶在一般銀行服務條款及細則第 14.2 條所列出關於未經授權交易的追索權。

12. DUTY OF CLIENT AS REGARDS STATEMENT OF ACCOUNTS

客戶對於帳戶結單的責任

- 12.1 The Client shall have a duty to examine and verify the correctness of each and every statement of account sent by the Bank to the Client and notify the Bank immediately in writing, if any entries are wrongful, irregular and/or unauthorized. Unless the Bank shall have actually received such notice above mentioned within ninety (90) days of the date of sending by the Bank of the statement of account concerned, the Client shall be deemed to have conclusively confirmed and accepted all entries therein and estopped from raising subsequently any claims or dispute on such entries on the ground of unauthorized transactions, except in relation to the unauthorized transactions set out in Clause 14.2 of the General Provisions for General Banking Service.

客戶有責任審閱及核對銀行向其發出的每一份及所有帳戶結單。如發現任何記項有錯誤、不正常及/或為未經授權，必須立刻以書面通知銀行。除非銀行在有關銀行帳戶結單發出後九十(90)天內確實收到上述通知，否則，客戶即被視作已終局性地確認及接受其中所列全部記項，並且不再有權對該等記項在日後以未經授權交易為理由提出任何索償或爭議，惟一般銀行服務條款及細則第 14.2 條所列出關於未經授權的交易除外。

- 12.2 In cases of current accounts, statement savings accounts and any other accounts for which periodic statements will be issued by the Bank, if the Client shall not have received a statement of account of the Bank Account concerned for any period (i.e. the usual periods for which periodic statements in relation to the Bank Account concerned are issued) in which a transaction or transactions has/have been carried out on or in relation to such Bank Account within fifteen (15) days from the end of such a period, the Client shall have a duty to notify the Bank immediately of such non-receipt in writing. Unless such notice of non-receipt has actually been received by the Bank, the Client shall be conclusively deemed to have received the statement of account

covering the period concerned and the Client shall be estopped from alleging the non-receipt of such statement of account so long as such statement is sent in accordance with Clause 22 of the General Provisions for General Banking Services. Further, upon expiration of ninety (90) days from the date of sending of the statement by the Bank, the Client shall be estopped from raising any claims or dispute on such entries on the ground of unauthorized transactions therein, except in relation to the unauthorized transactions set out in Clause 14.2 of the General Provisions for General Banking Service.

就活期存款帳戶、結單儲蓄存款帳戶及由銀行定期寄發結單的任何其他帳戶而言，客戶如在有關銀行帳戶結單的任何期間(即有關銀行帳戶通常發出定期結單的期間)於有關該銀行帳戶進行過交易，而在該期間後十五(15)天內未收到該定期結單期間的結單，則客戶有責任立即以書面通知銀行其並未收到該結單。除非銀行確實收到此項通知，否則，若結單已依一般銀行服務條款及細則第 22 條的規定發出，客戶即終局性地被視為已收到該定期結單期間的結單，同時，客戶將不得指稱並未收到該等帳戶結單。再者，在銀行發出有關結單九十(90)天後，客戶亦不得以未經授權交易為理由，而對其中任何記項在日後提出任何索償或爭議，惟一般銀行服務條款及細則第 14.2 條所列關於未經授權的交易除外。

- 12.3 In case of current accounts, statement savings accounts and any other accounts for which periodical statements will be issued by the Bank, if there is no transaction on the Bank Account concerned in any such period, the Bank shall be entitled not to send any statement of account of the Bank Account concerned to the Client for the period concerned.

就活期存款帳戶、結單儲蓄存款帳戶及由銀行定期寄發結單的任何其他帳戶而言，若在任何該期間內其有關銀行帳戶並無進行交易，銀行有權不向客戶發出有關銀行帳戶在有關期間內的任何帳戶結單。

13. THE BANK'S RIGHT TO CORRECT ACCOUNTS AND RECORDS IN CASE OF ERROR
銀行改正賬目及記錄的權利

- 13.1 Notwithstanding any provisions to the contrary, whether express or implied, the Bank reserves the absolute right at any time (whether before or after issuance of statements to the Client of the Bank Account concerned) upon discovery of (a) any entries being made by mistake; and/or (b) any omission of entries; and/or (c) any error in calculation in relation to any of the Bank Account and/or transactions thereon or in connection therewith, to rectify its books and records and to make corrective entries (whether credit or debit) to the statement of accounts of the Bank Account concerned. For the avoidance of doubt, the above shall not affect the duty of the Client as provided in Clause 12.1 of this Part II and its binding effect on the Client.

儘管有任何相反的規定(不論明示的或默示的)，銀行保留絕對權利於發現與任何帳戶及/或其中交易有關的(a)任何錯誤記項；及/或(b)任何記項遺漏；及/或(c)任何錯誤計算時，可隨時(不論在發出帳戶結單之前或之後)更正其賬目及記錄，並將正確記項(不論記於貸方或借方)記入有關帳戶結單。為免生疑問，上述銀行權利對客戶根據本第二部份第 12.1 條規定所承擔的責任和所受的約束均無任何影響。

14. CLOSING ACCOUNTS, TREATMENT OF INACTIVE ACCOUNTS AND ACCOUNTS BELOW MINIMUM DEPOSIT AMOUNT
取消帳戶、不動戶及低於最低存款額帳戶的處理

- 14.1 Without prejudice and in addition to the right of the Bank to terminate any Bank Account pursuant to Clause 10.1 of the General Provisions for General Banking Service, the Bank shall be entitled to close any of Bank Account by giving to the Client notice in writing pursuant to this Clause 14. Thereafter, the Bank Account concerned shall be deemed closed pending withdrawal by the Client.

在不損害銀行可按照一般銀行服務條款及細則第 10.1 條終止任何銀行帳戶的權利下，銀行亦有權按照本第 14 條向客戶發出書面通知，取消任何銀行帳戶。此後，有關銀行帳戶即被視為已經取消，留待客戶提取。

- 14.2 If no transaction has taken place in relation to a savings or current account for 12 consecutive months or such other period as the Bank may determine from time to time, the Bank is entitled to treat such Bank Account as dormant. If the Bank Account continues to be dormant for twelve (12) consecutive months and the balance of such Bank Account subsequently falls to zero, the Bank is entitled to close such Bank Account upon giving not less than thirty (30) days' prior written notice to the Client.
若儲蓄存款帳戶或活期存款帳戶於連續 12 個月或銀行不時決定的其他期間內並沒有任何交易，銀行有權視該等銀行帳戶為休止帳戶。若有關銀行帳戶其後於連續 12 個月仍然繼續沒有運作及該銀行帳戶的餘額降到零的時候，銀行有權在向客戶發出不少於三十(30)天的事先書面通知後取消該帳戶。
- 14.3 If the credit balance of any Bank Account falls below the minimum deposit amount designated by the Bank for such type of account from time to time, the Bank shall be entitled to impose a charge on such Bank Account monthly or at such other interval as the Bank may determine from time to time until the credit balance of the Bank Account resumes to such minimum deposit amount.
若某銀行帳戶的結餘降低於銀行就該類銀行帳戶所不時訂定的最低存款額，則銀行有權對該銀行帳戶每月或銀行不時決定的其他期間收取費用，直至該銀行帳戶的結餘回復至最低存款額。

15. **SUSPENSION OF ACCOUNTS** 暫停帳戶的運作

- 15.1 As of right and without liability to the Client, the Bank reserves the right to suspend immediately the operation of any Bank Account (including but not limited to suspension of payment or withdrawal) for such period as the Bank deems fit where:
作為銀行的權利並且在不需向客戶承擔責任的前提下，銀行保留於下列情況即時在銀行認為恰當的時間內暫停任何銀行帳戶運作(包括但不限於暫停付款或提款)的權利：
- (a) there is or appears to be irregularity in the operation of the Bank Account concerned as the Bank may absolutely determine; and/or
銀行絕對決定有關銀行帳戶在運作上出現或似乎出現不正常的情況；及/或
 - (b) conflicting instructions are received by the Bank in relation to the Bank Account concerned; and/or
銀行就有關銀行帳戶收到互相抵觸的指示；及/或
 - (c) any proposed change to the Authorized Person(s) and/or the Signing Arrangement for the time being of the Bank Account concerned is not acceptable to the Bank; and/or
銀行並不接受任何對有關銀行帳戶於有關時間的獲授權人士及/或簽署安排的修改建議；及/或
 - (d) the Bank shall have received claims from third party or parties on the fund or any part thereof in the Bank Account concerned; and/or
銀行收到由第三者發出對有關銀行帳戶內的存款或其任何部份的權利主張；及/或
 - (e) the Bank has determined in its absolute opinion that the Client may possibly, for whatever reasons, have lost his legal capacity to continue to operate, or authorize any Authorized Person(s) to continue to operate, the Bank Account concerned; and/or
銀行絕對認為客戶可能因任何原因失去其於法律上繼續處理或授權任何獲授權人士繼續處理有關銀行帳戶的能力；及/或
 - (f) a petition for winding-up or bankruptcy of the Client has been presented to the court; and/or
一項要求客戶清盤或破產的呈請已經向法庭遞交；及/或
 - (g) the Bank Account is suspected to be used for illegal purpose.
銀行帳戶被懷疑用作非法用途。

16. INTEREST ON UNARRANGED OVERDRAFT

未經約定透支的利息

- 16.1 All amounts overdrawn on the Bank Account accepted by the Bank without prior arrangement or exceeding the pre-arranged limit shall be repayable by the Client on demand and shall bear such interest at the rate of unarranged overdraft specified in the relevant schedule of fees and/or interest published by the Bank from time to time from the date drawn to the date of actual repayment (as well after as before judgment), provided that the Bank shall have the right to vary the basis of calculation of the interest rate at any time upon not less than thirty (30) days' prior written notice to the Client. Interest accrued but unpaid shall bear interest at the same rate and may be debited to the Bank Account concerned or be compounded monthly at the Bank's discretion.

客戶須在銀行要求時，清償銀行帳戶內所有未經約定或超過預約限額但為銀行接受作出的透支。此項透支將自透支日至實際償還日止累算利息，利率為銀行不時公佈的有關收費表及/或利息表中就未經約定透支指定的利率(法院裁決前後亦同)。惟銀行有權在給予客戶不少於三十(30)天事先書面通知後，更改有關利率的計算基礎。應付而未付的利息亦將按同樣利率累算利息，銀行並可將此項利息自有關銀行帳戶內支取或按每月複式計算利息。

17. TREATMENT OF ORIGINAL/COPIES OF DOCUMENTS

正/副本文件的處理

- 17.1 The Bank may at its discretion destroy the originals and/or copies of any or all cheques, bills, drafts, promissory notes, orders and/or any other documents relating to the Bank Account after the same have been processed by micro-film or other recording devices. 有關銀行帳戶的任何或所有支票、票據、匯票、承付票、付款票據及/或其任何其他文件的正本及/或副本，一經縮影或經其他記錄儀器設備處理後，銀行即可任意銷毀。

18. FEES AND DEPOSIT CHARGES

費用及存款收費

- 18.1 The Bank shall have right to levy handling charge(s) and fees in connection with the provision and/or maintenance and/or operations, of the Bank Account. Such charges and fees will be specified in the schedule of fees published by the Bank from time to time and will be made available to the Client upon request.

銀行有權就提供及/或繼續提供銀行帳戶及/或銀行帳戶的運作收取手續費及其他收費。該等費用或收費將會列載於銀行不時公佈的收費表中，該等收費表將會在客戶要求時向客戶提供。

- 18.2 Notwithstanding anything herein contained to the contrary, the Bank hereby reserves the right to levy deposit charges to the Client against any credit balance held for the Client in any Bank Account at such rate(s) as the Bank may determine from time to time.

儘管有任何相反的規定，銀行在此保留向客戶就任何銀行帳戶內的結餘收取存款費用的權利，該等存款費用的計算方式將會由銀行不時決定。

19. PAYMENT OF INTEREST ON ACCOUNTS

帳戶支付利息

- 19.1 Payment to the Client of interest accrued on any Bank Account is subject to interest tax and withholding tax, if any.

銀行向客戶支付任何銀行帳戶項下的累計利息是要扣繳利息稅及預扣稅(若有)。

PART III
第三部份

**TERMS AND CONDITIONS FOR INTERNET BANKING, FAX INSTRUCTION AND
PHONE BANKING**

網上銀行、傳真指示及電話銀行條款及細則

1. INCORPORATION OF THE TERMS AND CONDITIONS OF PART I
納入第一部份的條款及細則

- 1.1 The General Provisions for General Banking Service set out in Part I of the Terms and Conditions for General Banking Service (such General Provisions for General Banking Service are hereinafter described as the "**Common Terms**") shall be incorporated as an integral part of this Part III, as if the Common Terms are written in full herein. In case of conflict between the Common Terms and the terms and conditions expressly set out in this Part III, the latter shall prevail.

本一般銀行服務條款及細則之第一部份所載的一般銀行服務一般條文(該一般銀行服務一般條文其後被稱為「一般條款」)被納入為本第三部份之不可分割部份。正如一般條款全文載於本部份一樣。如一般條款與本第三部份所載條款有所抵觸，應以本第三部份的條款為準。

- 1.2 The term "**these terms and conditions**" whenever used in this Part III shall mean the terms and conditions expressly set out in this Part III together with the Common Terms which are incorporated herein as aforesaid.

本第三部份內的「本條款及細則」指本第三部份明述的條款及細則連同本第三部份所收納的一般條款。

- 1.3 These terms and conditions shall apply to and regulate the use of banking services through Internet or other electronic means and the giving of telephone instructions by the Client in respect of his Bank Account, or for effecting transactions with the Bank.

本條款及細則用作規限客戶對透過互聯網或其他電子途徑使用銀行服務及就其銀行帳戶或與銀行訂立交易而向銀行給予電話指示。

2. RISKS OF USING ELECTRONIC CHANNELS IN TRANSMITTING INSTRUCTIONS
使用電子途徑轉達指示的風險

- 2.1 The Client should consider all possible risks inherent in or associated with giving or transmitting instructions to the Bank by facsimile, telephone, mobile phone, email or any other electronic channel. Principal risks include:

客戶應考慮所有可能潛在或有關以傳真、電話、流動電話、電郵或任何其他電子途徑給予或轉達指示至銀行的風險。主要風險包括：

- (a) interruption, error, duplication, delay, disruption or failure in transmission of Instructions due to the public nature of the Internet, mechanical failure, power failure, malfunction, breakdown, default or inadequacy of the applicable electronic services, network facilities, equipment, installation or device;

因互聯網的公共性質而引致的干擾、錯誤、重複、延遲、中斷或無法轉達指示、機械故障、電源故障、機能失常、損壞、適用的電子服務、網絡設施、設備、安裝或設備的欠缺或不足；

- (b) risk of fraudulent or unauthorized instructions due to forgery, tampering or interruption by any person;

因任何人士的偽造、篡改或干擾而造成欺詐性的或未經授權的指示的風險；

- (c) risk of information or instruction being unclear, inaccurate or incomplete through its transmission by electronic means.

以電子途徑轉達不明確、不準確或不完整資訊或指示的風險。

3. CLIENT'S RESPONSIBILITY IN USING ELECTRONIC CHANNELS IN TRANSMITTING INSTRUCTIONS 客戶在轉達指令中使用電子途徑的責任

3.1 Without affecting the generality of the Common Terms, the provisions in Part II and the terms and conditions in this Part III, with respect to the use of electronic means to communicate Instructions to the Bank, the Client is solely responsible for:

在不影響一般條款的一般適用性，第二部分的條款以及本第三部分的條款及細則中，關於使用電子途徑向銀行轉達指示，客戶全權負責：

- (a) ensuring that each Authorized Person complies with any condition or restriction which may be prescribed by the Bank on such terms from time to time;
確保每位獲授權人士遵守銀行不時就此類條件可能規定的任何條款或限制；
- (b) all the acts and omissions during any use from time to time by any individual, whether that individual is or purports to be an Authorized Person;
任何個人不時在任何使用中作出的所有行為或不作為，不論該人是否或聲稱是獲授權人士；
- (c) monitoring and controlling any use by any Authorized Person on ongoing basis;
持續監督和控制任何獲授權人士的任何使用；
- (d) taking appropriate measures to ensure that each Authorized Person uses it in a responsible and proper manner; and
採取適當措施確保每位獲授權人士以負責任和適當的方式使用它；及
- (e) safeguarding against use by any unauthorized person.
防止任何未經授權的人士使用。

4. DEFINITIONS AND INTERPRETATION 定義與釋義

4.1 In these terms and conditions, unless the context otherwise requires:
除文意另有規定外，在本條款及細則中：

"Authorized User(s)"
「獲授權使用者」

(if any) for Internet Banking or Phone Banking, as the case may be, means the person(s) or each person approved by the Bank and authorized by the Client to have access to Internet Banking or Phone Banking on behalf of the Client. For the avoidance of doubt, if the Client is an individual or consists of more than one person, the Authorized User(s) may include such individual or (as the case may be) any one or more of the persons comprising the Client.

指，在網上銀行或電話銀行(視情況而定)(若有)中，銀行同意及客戶授權代表客戶使用網上銀行或電話銀行的人士或每一人士。為免生疑問，若客戶是個人或由多於一人組成，獲授權使用者可包括該個人或(視情況而定)任何一位或多位組成客戶的人士。

"Certificate"
「證書」

means a record which:-
指符合以下所有說明的記錄：

- (a) is issued by a certification authority for the purpose of supporting a Digital Signature which purports to confirm the identity or other significant characteristics of the person who holds a particular key pair;
由核證機關為證明數碼簽署的目的而發出，並且該數碼簽署的用意是確認持有某特定配對密碼匙的人的身分或其他主要特徵的；
- (b) identifies the certification authority issuing it;
識別發出記錄的核證機關；

- (c) names or identifies the person to whom it is issued;
指名或識別獲發給記錄的人；
- (d) contains the Public Key of the person to whom it is issued; and
包含該獲發給記錄的人的公開密碼匙；及
- (e) is signed by the certification authority issuing it.
由發出記錄的核證機關簽署。

"Digital Signature"
「數碼簽署」

means, in relation to an electronic record, an electronic signature of the signer generated by the transformation of the electronic record using an asymmetric cryptosystem and a hash function such that a person having the initial untransformed electronic record and the signer's Public Key can determine:-

指·就電子記錄而言·簽署人的電子簽署·而該簽署是用非對稱密碼系統及雜湊函數將該電子紀錄作數據變換而產生的·使持有原本未經數據變換的電子記錄及簽署人的公開密碼匙的人能據之確定：

- (a) whether the transformation was generated using the Private Key that corresponds to the signer's Public Key; and
該數據變換是否用與簽署人的公開密碼匙對應的私人密碼匙產生的；及
- (b) whether the initial electronic record has been altered since the transformation was generated.
在產生數據變換之後·該原本的電子記錄是否未經變更。

"Electronic Input"
「電子輸入」

means any electronic signals which are given to the Bank through the Internet by using a mobile phone or by the use of telephones (which shall include facsimile), computer terminals or other equipment as the Bank may from time to time require or specify and which are received and recognizable by the computer or other systems of the Bank.
指使用流動電話透過互聯網或使用電話(包括傳真)、電腦終端機或銀行不時要求或指定的其他設備向銀行發出並獲銀行電腦或其他系統接收及認可的任何電子訊號。

"Identification Number"
「識別號碼」

means any one or both of the Internet Banking Number and the Phone Banking Number.
指網上銀行號碼及電話銀行號碼或其中之一。

"Instruction"
「指示」

means any Internet Banking Instruction or any Phone Banking Instruction.
指任何網上銀行指示或電話銀行指示。

"Internet Banking"
「網上銀行」

means the Internet banking service provided by the Bank to the Client, which includes Mobile Banking, whereby the Client may carry out banking transactions with or obtain banking services from the Bank by giving Internet Banking Instruction (which is encrypted by way of Secure Socket Layer for safe transmission between the browser on the Client's computer and the server of the Bank's Internet Banking website) to the Bank.

指銀行向客戶提供的網上銀行服務(包括流動電話銀行)·據此客戶可透過發出網上銀行指示(為了客戶電腦的瀏覽器及銀行網上銀行網址的伺服器之間的安全傳輸而以安全通訊協定加密)進行銀行交易或從銀行獲取其他銀行服務。

<p>"Internet Banking Instruction" 「網上銀行指示」</p>	<p>means any instruction given to the Bank by way of Electronic Input (including but not limited to instructions given through Mobile Banking) after the Client or (as the case may be) an Authorized User has complied with the requirements or procedures set out in Clause 7.3 of this Part III.</p> <p>指客戶或(視情況而定)獲授權使用者在符合本第三部份第 7.3 條所載的要求或程序後，透過電子輸入向銀行發出的任何指示(包括但不限於透過流動電話銀行發出的指示)。</p>
<p>"Internet Banking Number" 「網上銀行號碼」</p>	<p>means the identification or Client number assigned by the Bank to the Client for the purpose of Internet Banking.</p> <p>指銀行為客戶使用網上銀行而發予客戶的識別號碼或客戶號碼。</p>
<p>"Internet Banking Password" 「網上銀行密碼」</p>	<p>means the personal identification number or code assigned by the Bank to the Client or (as the case may be) selected by or on behalf of the Client subject to change from time to time in such manner as the Bank may agree for the purpose of carrying out Transactions with the Bank by Internet Banking.</p> <p>指為與銀行進行網上銀行交易而由銀行向客戶發予或(視情況而定)客戶或代表客戶選擇的私人識別號碼或代碼，其可按銀行同意的方法不時更改。</p>
<p>"Mobile Banking" 「流動電話銀行」</p>	<p>means the use of the Bank's banking services by the Client through the Internet on mobile phones, the access by which is deemed to be accessing Internet Banking and is subject to the relevant provisions of these terms and conditions.</p> <p>指客戶使用流動電話透過互聯網使用銀行的銀行服務，使用流動電話銀行服務被視作使用網上銀行服務，並須受本條款及細則的相關條文規限。</p>
<p>"Password" 「密碼」</p>	<p>means any one or both of the Internet Banking Password and the Phone Banking Password.</p> <p>指網上銀行密碼及電話銀行密碼或其中之一。</p>
<p>"Phone Banking" 「電話銀行」</p>	<p>means the telephone banking service provided by the Bank to the Client whereby the Client may carry out banking transactions with or obtain banking services from the Bank by giving Phone Banking Instruction to the Bank.</p> <p>指銀行向客戶提供的電話銀行服務，據此客戶可透過發出電話銀行指示進行銀行交易或從銀行獲取其他銀行服務。</p>
<p>"Phone Banking Instruction" 「電話銀行指示」</p>	<p>means any instruction given to the Bank verbally or by Electronic Input over the telephone after the Client or (as the case may be) an Authorized User has complied with the requirements or procedures set out in Clause 7.4 of this Part III.</p> <p>指客戶或(視情況而定)獲授權使用者在符合本第三部份第 7.4 條所載的要求或程序後，透過電話以口頭或電子輸入向銀行發出的任何指示。</p>
<p>"Phone Banking Number" 「電話銀行號碼」</p>	<p>means the account number of the Settlement Account or the identification or client number assigned by the Bank to the Client as requested by the Bank to be inputted for the purpose of Phone Banking.</p> <p>指銀行為客戶使用電話銀行而要求輸入並向客戶發出的結算帳戶號碼或識別號碼或客戶號碼。</p>

<p>"Phone Banking Password" 「電話銀行密碼」</p>	<p>means the personal identification number or code assigned by the Bank to the Client subject to change from time to time in such manner as the Bank may agree for the purpose of carrying out Transactions with the Bank by Phone Banking. 指為與銀行進行電話銀行交易而由銀行向客戶發出的私人識別號碼或代碼，其可按銀行同意的方法不時更改。</p>
<p>"Private Key" 「私人密碼匙」</p>	<p>means the key of a key pair used to generate a Digital Signature. 指配對密碼匙中用作產生數碼簽署的密碼匙。</p>
<p>"Public Key" 「公開密碼匙」</p>	<p>means the key of a key pair used to verify a Digital Signature. 指配對密碼匙中用作核實數碼簽署的密碼匙。</p>
<p>"Settlement Account" 「結算帳戶」</p>	<p>means any Bank Account from time to time nominated as such and particularized in the Agreement or such other document acceptable to the Bank for the purpose of Internet Banking or Phone Banking (as the case may be). 指本協議或銀行為網上銀行或(視情況而定)電話銀行接納的其他文件上不時指定的任何帳戶。</p>
<p>"Transaction" 「交易」</p>	<p>means any type of banking business or services which the Bank may from time to time in its absolute discretion designate as being accessible by means of Internet Banking or Phone Banking. 指銀行不時全權決定指定可通過網上銀行或電話銀行進行的任何類型的銀行業務或服務。</p>
<p>"User Name" 「用戶名稱」</p>	<p>means a name or alias selected by the Client to be used in place of the Internet Banking Number. 指由客戶選擇的名稱或別名，將會用以代替網上銀行號碼。</p>

5. SCOPE OF INTERNET BANKING AND PHONE BANKING

網上銀行及電話銀行範圍

- 5.1 The Bank may from time to time and at any time designate or re-designate the nature, scope and operations of the Transactions which are accessible by Internet Banking and Phone Banking. 銀行可不時及隨時指定或重新指定透過網上銀行及電話銀行可進行的交易性質、範圍及操作。
- 5.2 The Bank may, at any time in its absolute discretion without prior notice and without giving any reason, refuse to execute any Instruction or withdraw any Transaction from being accessible by the Internet Banking or Phone Banking and may, if it deems fit so to do, cancel or suspend the Internet Banking and Phone Banking or any part thereof. 銀行可隨時全權決定在毋須事先通知及給予任何理由的情況下，拒絕執行任何指示或撤回經網上銀行或電話銀行可進行的任何交易。並且，若銀行認為恰當，銀行可撤銷或暫停網上銀行及電話銀行或其任何部份。
- 5.3 The Bank may at any time in its absolute discretion accept Instructions from the Client to act as the agent of the Client to effect transactions on behalf of the Client with other third party. The only duty of the Bank thereunder is to transmit such Instructions to the third party and once such Instructions are given to the third party, the Bank shall be deemed to have fully discharged its duty to the Client. The Bank shall not in any way be liable or responsible howsoever, whether in contract or in tort, in law or in equity,

for the act, default, omission, failure, non-performance, delay, fraud or negligence of such third party (including but not limited to any failure or delay of such third party in executing the Bank's instruction given on behalf of the Client). The Client acknowledges and confirms that such transaction effected by the Bank as his agent with the third party is subject to the terms and conditions applicable to that specific transaction and for the purpose of effecting such transaction with the third party the Bank is authorized to disclose any information relating to the Client to such third party. 銀行可隨時全權決定接受客戶的指示作為客戶的代理人，代其與其他第三者執行交易。在該情況下，銀行的唯一責任是將有關指示轉達至第三者，當有關指示被轉達後，銀行即被視作已對客戶全部履行其責任。銀行一概毋須就該等第三者的行為、失職、不作為、不遵守、不履行、延誤、詐騙或疏忽而負上合約法或侵權法、法律或衡平法上的法律責任或負責(包括但不限於該等第三者的任何未執行或延誤執行銀行代客戶發出的指示)。客戶承認及確認該等由銀行作為其代理人與第三者所執行的交易受該等交易的適用條款及細則所管轄，並且，為與第三者執行該等交易，客戶授權銀行可向該等第三者披露客戶本身的任何資料。

- 5.4 The Client acknowledges that Internet Banking and Phone Banking are services provided by the Bank and in the event of Internet Banking or Phone Banking or the media through which the Instruction may be given to or received by the Bank being suspended or cancelled for whatsoever reason, the Client shall have no claim whatsoever against the Bank and shall use other available means to effect the required Transaction.

客戶承認知悉，使用網上銀行及電話銀行以作出交易乃銀行提供的服務，若不論任何原因網上銀行或電話銀行或可向銀行發出或使銀行接收指示的媒體被暫停或取消，客戶不能藉此向銀行追討及須自行採用其他方法達成其擬執行的交易。

6. TERMS & CONDITIONS FOR ANY SPECIFIC TRANSACTION 管轄任何個別交易的條款及細則

- 6.1 In using Internet Banking and/or Phone Banking, in addition to these terms and conditions, the terms and conditions that govern the relevant type of Transaction (whether accepted by the Client in writing or by electronic or other means specified by the Bank from time to time) shall remain applicable in respect of such Transaction and the Client acknowledges that it shall continue to observe and is bound by the same.

在使用網上銀行及/或電話銀行而進行任何交易時，除受本條款及細則約束外，亦同時受到管轄有關交易種類(無論客戶是否已經書面或電子或其他由銀行不時指定的途徑接受)的條款及細則所約束。客戶承認知悉其將繼續遵守該等條款及受其約束。

- 6.2 In case of any conflict between such terms and conditions that regulate the relevant type of Transaction and these terms and conditions:

若管轄有關交易種類的條款及細則與本條款及細則有任何抵觸，則：

- (a) where the relevant specific terms and conditions for the Transaction provide for the priority between these terms and conditions and the relevant specific terms and conditions, such priority should be given effect to determine the question of which terms and conditions shall prevail;

倘交易的有關個別條款載有本條款與有關個別條款之間的優先次序，則在決定以哪一條款為準時需按該優先次序處理；

- (b) where the relevant specific terms and conditions for the Transaction do not provide for the priority between these terms and conditions and the relevant specific terms and conditions, the latter shall prevail.

倘交易的有關個別條款及細則並未載有本條款及細則與有關個別條款及細則之間的優先次序，則以有關個別條款及細則為準。

- 6.3 Notwithstanding the respective Signing Arrangement at any one time in force for effecting the individual transaction other than by Internet Banking and Phone Banking, all documents and communications in relation to Internet Banking or Phone Banking (as the case may be) and transactions effected thereby shall be valid and effective if

signed in accordance with the signing arrangement applicable to Internet Banking or Phone Banking (as the case may be).

儘管除網上銀行及電話銀行以外的每宗交易在某一個時間有其有效的簽署安排，所有與網上銀行或電話銀行(視情況而定)有關或有關由網上銀行或電話銀行(視情況而定)生效的交易的所有文件及通訊若按相關的網上銀行或電話銀行(視情況而定)的簽署安排簽署即為有效及生效。

7. AUTHORIZED USER(S) AND USE OF INTERNET BANKING AND PHONE BANKING

獲授權使用者及使用網上銀行及電話銀行

7.1 The Client shall at its own cost and expense obtain and maintain suitable equipment to obtain access to Internet Banking and/or Phone Banking. The Client shall also ensure access to the correct Bank's Internet Banking website, and (if necessary) make enquiries with the Bank.

客戶須自費設置及維持合適之設備以使用網上銀行及/或電話銀行。客戶還應確保使用正確的銀行網上銀行網站，並(如有必要)向銀行查詢。

7.2 Unless otherwise agreed between the Bank and the Client in writing, any one of the Authorized Person(s) for Internet Banking or Phone Banking shall be an Authorized User of the Client for Internet Banking or (as the case may be) Phone Banking. In case the Signing Arrangement for the relevant Authorized Person(s) consists of more than one level of authorization, then only those Authorized Person(s) having the highest level of authorization shall be entitled to be the Authorized User(s) for Internet Banking and/or (as the case may be) Phone Banking. The Client may disclose the relevant Identification Number, User Name and Password to the Authorized User(s) for the purpose of enabling the Authorized User(s) to have access to Internet Banking and/or Phone Banking (as the case may be), subject to the terms and conditions herein.

除非銀行及客戶另行書面約定，否則網上銀行或電話銀行的任何一位獲授權人士將成為客戶的網上銀行或(視情況而定)電話銀行的獲授權使用者。若有關的簽署安排由多於一層的授權組成，則只有享有最高層次授權的獲授權人士有權成為網上銀行及/或(視情況而定)電話銀行的獲授權使用者。在受本條款及細則規限的情況下，客戶可向獲授權使用者披露有關識別號碼或用戶名稱及密碼以容許獲授權使用者使用網上銀行及/或(視情況而定)電話銀行。

7.3 All Internet Banking Instructions shall be given in the following manner:

所有網上銀行指示須按以下方式發出：

(a) only by such means of telecommunications and in such manner as the Bank may from time to time designate for the purpose of Internet Banking; and

只可以銀行為網上銀行不時指定的電子通訊途徑及方式發出有關指示；及

(b) by use of suitable computer terminals, machines or other equipment to obtain access to Internet Banking; and

採用適當的電腦終端機、機器或其他設備以使用網上銀行；及

(c) at the request of the Bank (such request may be represented by electronic image or digitized voice or other electronic form, as the case may be), the Client or an Authorized User shall input by Electronic Input:

應銀行要求(該等要求可以是以電子影像或數碼語音或其他電子形式發出，視情況而定)，客戶或獲授權使用者須透過電子輸入輸入：

(i) the Internet Banking Number;

其網上銀行號碼；

(ii) the User Name;

其用戶名稱；

(iii) the Internet Banking Password; and

其網上銀行密碼；及

(iv) any other information relating to the identity of the Client or the Authorized User (such as identity card number) as may be requested by the Bank; and

任何銀行可能要求的其他涉及客戶或獲授權使用者身份的資料(例如身份證明文件號碼)；及

- (d) at the request of the Bank (represented as aforesaid), the Client or the Authorized User shall select the type of Transaction required and shall input the information and details so requested by the Bank;
應銀行要求(表達方式如上)·客戶或獲授權使用者須選擇所需的交易種類及輸入銀行要求的資料及詳情；及
- (e) for particular Transactions specified by the Bank from time to time, the Client or the Authorized User shall at the request of the Bank confirm the identity of the Client and/or the Authorized User by such means as requested by the Bank, including but not limited to the use of a Digital Signature or a digital or electronic certificate or encrypted software acceptable to the Bank from time to time.
就某一項由銀行不時指定的交易·客戶或獲授權使用者須應銀行要求以銀行要求的方式(包括但不限於使用經銀行不時接受的數碼簽署、數碼或電子證明或加密軟件)確認其身份。

When the Bank receives an Electronic Input, the Bank shall verify the identity of its sender and notify the Client of its authentication results. If the identity of its sender cannot be authenticated, such Electronic Input shall be treated as unsuccessful and undelivered. If the identity of its sender can be authenticated, the Bank shall notify the Client of any previous unsuccessful authentication of any Electronic Input.

當銀行收到電子輸入時·銀行須驗證其發送者的身份並通知客戶其認證結果。如果其發送者的身份不能被認證·則此類電子輸入會被視為不成功並未被傳送。如果其發送者的身份可以通過認證·則銀行應通知客戶以前任何電子輸入的不成功認證。

7.4 All Phone Banking Instructions shall be given in the following manner:
所有電話銀行指示須按以下方式發出：

- (a) only to those relevant telephone numbers designated by the Bank from time to time for receiving Phone Banking Instructions in respect of the relevant intended Transaction; and
只可致電銀行不時指定的接收擬進行交易的電話銀行指示的有關電話號碼；及
- (b) at the request of the Bank, the Client or an Authorized User shall input by Electronic Input or otherwise:
應銀行要求·客戶或獲授權使用者須透過電子輸入或其他方法輸入：
 - (i) the Phone Banking Number; and
電話銀行號碼；及
 - (ii) the Phone Banking Password; and/or
電話銀行密碼；及/或
 - (iii) any other information relating to the identity of the Client (such as identity card number, name, contact number, mobile number, birthday, correspondence address, email address, previously purchased investment products, whether treated as professional investor or not, name of authorized persons, fax number) as may be requested by the Bank; and
任何銀行可能要求的其他涉及客戶身份的資料(例如身份證明文件號碼、姓名、聯絡電話、手機號碼、生日日期、通訊地址、電子郵件地址、曾購買的投資產品、是否被視為專業投資者、獲授權人士姓名、傳真號碼)；及
- (c) at the request of the Bank, the Client or Authorized User shall select by Electronic Input or verbally over telephone the type of Transaction required and shall quote or input the information and details so requested by the Bank.
應銀行要求·客戶或獲授權使用者須透過電話以電子輸入或口頭選擇所需的交易種類及報告或輸入銀行要求的資料及詳情。

7.5 Subject to the Bank's right not to accept any Instruction as set out in Clause 5.2 of this Part III, all Instructions once given pursuant to Clause 7.3 or Clause 7.4 above shall

be irrevocable and conclusively binding on the Client irrespective of whether or not such Instructions are given by the Client personally or by an Authorized User or by any other person on its or their behalf, whether authorized or unauthorized. The Bank retains the sole discretion to allow revocation or amendment of any such Instruction if such Instruction is intended to be executed in future dates.

在不影響本第三部份第 5.2 條列載銀行拒絕接受任何指示的權利的情况下，所有指示一經上文第 7.3 條或第 7.4 條的情况下發出後，即屬不可撤銷並對客戶具終局性約束力，不管該等指示是由客戶自己或由獲授權使用者所發出或由任何其他人士(不論有否被授權)代其發出。如果任何指令擬在未來日期被執行，銀行保留絕對酌情決定允許撤銷或修改任何此類指令。

- 7.6 Notwithstanding the respective Signing Arrangement at any one time in force for effecting the individual transaction other than by Internet Banking and Phone Banking, the Bank is authorized to execute Instructions given by any Authorized User singly so long as it believes in good faith that such Instructions have been given by an Authorized User and all Transactions effected thereby shall be binding on the Client.

儘管除網上銀行及電話銀行以外的每宗交易在某一個時間有其有效簽署安排，銀行獲授權執行由任何獲授權使用者單獨發出的指示，只要銀行真誠相信該等指示是由獲授權使用者發出及據此進行的所有交易均對客戶有約束力。

- 7.7 Subject to agreement by the Bank, an Authorized User acting singly shall have full authority on behalf of the Client to give Instructions of whatever nature (in the form of standing instruction or otherwise) relating to any matter whatsoever concerning or arising from any account or service accessible under Internet Banking or Phone Banking (as the case may be).

在經銀行同意的情况下，單獨行事的獲授權使用者應具全面授權代表客戶就在網上銀行或電話銀行(視情況而定)項下可供運作的任何帳戶或服務所涉及或引起的任何事宜，發出任何性質(無論是以常設指示或其他形式)的指示。

- 7.8 The Client or subject to agreement by the Bank, (if the Client consists of more than one person) any one of the persons comprising the Client shall have full authority on behalf of the Client to give Internet Banking Instructions for the application for opening of new account or setting up of new service provided that once the Bank has accepted such application, (a) the Authorized Person(s) and the Signing Arrangement of the new account or service shall be the same as those for the Bank Account designated by the Client or any one of the persons comprising the Client (as the case may be) and accepted by the Bank's system for such purpose, (b) (applicable only in the case of application for opening of new account) save as otherwise expressly stated by the Bank, the operation of the new account shall also be governed by the terms and conditions set out in Part II, and (c) the new account or service shall be deemed to have been designated by the Client as being accessible under Internet Banking and be subject to these terms and conditions. The Client acknowledges that the Bank may subsequently reject such online application and, if necessary, reverse all account entries accordingly notwithstanding the same has been accepted by the Bank's system.

客戶或在經銀行同意的情况下，(如客戶由多於一人組成)任何一位組成客戶的人士應具全面授權代表客戶發出網上銀行指示，以申請開立新帳戶或設定新服務，惟該申請一經銀行接納，(a)新帳戶或新服務的獲授權人士及簽署安排應與客戶或任何一位組成客戶的人士(視情況而定)所指定及被銀行系統所接納作有關用途的銀行帳戶的獲授權人士及簽署安排相同，(b)(只適用於申請開立新帳戶)除銀行另行明確述明外，新帳戶的操作亦應受第二部份內所列出的條款及細則規限，及(c)新帳戶或新服務應視作已被客戶指定為可在網上銀行項下運作並且受本條款及細則規限。客戶承認知悉，銀行其後可拒絕該網上申請並(如有需要)據此撤銷所有帳戶記賬，即使銀行系統已接納該申請。

- 7.9 The Client or subject to agreement by the Bank, (if the Client consists of more than one person) any one of the persons comprising the Client shall have full authority on behalf of the Client to give Internet Banking Instructions for any change of the Consolidated Statement Address, correspondence address or contact numbers or

other details of the Client.

客戶或在經銀行同意的情況下，(如客戶由多於一人組成)任何一位組成客戶的人士應具全面授權代表客戶發出網上銀行指示，更改客戶之綜合結單地址、通訊地址或聯絡號碼或其他資料。

- 7.10 Subject to agreement by the Bank, an Authorized User for Internet Banking acting singly shall have full authority on behalf of the Client to give Internet Banking Instructions for designation of any account under the same name of the Client as sub-account of Internet Banking or as account accessible under Internet Banking (for enquiries purpose only or otherwise). The Client acknowledges that once any account is designated as such in accordance with the foregoing, in addition to the specific terms and conditions governing that account, these terms and conditions shall also apply.

在經銀行同意的情況下，單獨行事的網上銀行獲授權使用者應具全面授權代表客戶發出網上銀行指示，以指定在客戶同一名下的任何帳戶為網上銀行的附屬帳戶或為在網上銀行項下可供運作的帳戶(不論是只作查詢用途或作其他用途)。客戶承認知悉，任何帳戶一經按照前述各項指定為有關帳戶，則除管限該帳戶的特定條款及細則外，本條款及細則亦應適用。

- 7.11 Without prejudice to Clause 7.10, the Authorized Person(s) of Internet Banking and/or Phone Banking when signed in accordance with the Signing Arrangement may from time to time and at any time authorize the Bank to include any of the Client's Bank Account to be accessible under Internet Banking and/or Phone Banking respectively so that such Bank Account can be operated through Internet Banking and/or Phone Banking irrespective of the Signing Arrangement in force for such Account(s).

在不影響第 7.10 條的原則下，網上銀行及/或電話銀行的獲授權人士當按照簽署安排簽署時，可不時及隨時授權銀行將客戶的任何銀行帳戶分別納入於網上銀行及/或電話銀行的範圍內，致使該(等)銀行帳戶可以透過網上銀行及/或電話銀行操作，即使該(等)帳戶有其有效的簽署安排。

- 7.12 The Authorized Person(s) and his/her/their specimen signature(s) and the Signing Arrangement of Internet Banking and/or Phone Banking shall at all time be the same as those of the Settlement Account.

網上銀行及/或電話銀行的獲授權人士及其簽字式樣以及簽署安排在任何時候均與結算帳戶相同。

8. ACCEPTANCE AND EXECUTION OF INSTRUCTIONS

接受及執行指示

- 8.1 For any Instruction, upon receipt of the information set out in Sub-clauses 7.3(c)(i), (ii) and (iii) and (if applicable) Sub-clause 7.3(e) or Sub-clauses 7.4(b)(i), (ii) and (iii) of Part III (as the case may be), the Bank shall be entitled to deem that the ensuing Instruction emanates from the Client. The Client shall be liable for all transactions effected and all liabilities incurred pursuant to such Instruction.

就任何指示而言，當銀行接獲第三部份第 7.3(c)(i)、(ii)及(iii)條及(若適用)第 7.3(e)條或第 7.4(b)(i)、(ii)及(iii)條列載的資料(視情況而定)後，銀行有權視由此產生的指示為客戶所發出的。客戶須就該等指示執行的所有交易及因而產生的所有責任負責。

- 8.2 Unless otherwise agreed at the relevant time, only Instructions relating to the Transactions will be accepted or effected by the Bank. However, if Instruction is given in respect of other arrangements and is accepted or effected by the Bank for any reason whatsoever, such Instruction and the arrangements effected or executed pursuant thereto shall be binding on the Client.

除非在有關時間內另有約定，銀行只接納或執行涉及交易的指示。但若涉及其他安排的指示為銀行所接納或執行，不管接納或執行的理由為何，該等指示及據該等指示執行的安排均對客戶具約束力。

- 8.3 Instructions would only be accepted and effected for any particular type of Transaction if (a) such Instructions are received by the Bank within the time prescribed by the Bank

from time to time for the purpose of accepting and effecting Instructions for that particular type of Transaction; and (b) such Instructions are given with sufficient clarity and details required by the Bank. The Bank reserves the right to request for further information or clarification from the Client after receipt of an Instruction before accepting or effecting the Instruction. The Bank shall not howsoever be liable for any consequence arising out of the failure or delay by the Bank to effect any Instruction due to insufficient clarity or details. For the avoidance of doubt, the Client agrees and acknowledges that the Bank has no obligation to carry out any transaction immediately upon receipt or acceptance of an Instruction.

銀行只會在以下情況接受及執行任何種類的交易指示：(a) 如該指示是在銀行不時指定為可接受及執行該種類交易的指定時間內由銀行接收；及(b) 如該指示具銀行所要求清楚度及詳情。銀行保留權利在收到指示後及接受或執行指示前要求客戶提供進一步資料或作進一步澄清。倘由於銀行未能得到足夠清晰的指示或詳情致使銀行未能或延遲執行任何指示，銀行一概毋須對由此導致的任何後果負責。為免生疑問，客戶同意並承認銀行並無責任在收到或接受一個指示後隨即立刻進行任何交易。

- 8.4 Notwithstanding any provision to the contrary governing the specific type of Transaction to be transacted, the Bank shall be entitled to place any order or enter into or execute any arrangement or effect any account entry for the purpose of carrying out any Instruction without first ascertaining (a) whether there is sufficient fund or available pre-arranged credit in the Bank Account specified by the Client; and/or (b) the existence or adequacy in the Client's Bank Account of the items which are the subject matter intended to be executed pursuant to the Instruction.

儘管管轄擬定進行的個別種類的交易有任何相反的規定，銀行有權發出任何命令或訂立或執行任何安排或作出任何記賬，以進行任何指示，而毋須事先查明(a)客戶的指定銀行帳戶內有否足夠資金或預先安排的信貸餘額；及/或(b)客戶銀行帳戶內存在或有足夠擬用作按指示執行的項目。

- 8.5 Instruction will not be accepted or effected if there is insufficient fund or pre-arranged credit available in the Bank Account specified by the Client in the Instruction. The Bank shall not howsoever be liable for any consequence arising out of the failure of the Bank to execute any Instruction due to insufficient fund and/or available pre-arranged credit. 若客戶的指示中指定的銀行帳戶內並無足夠資金或預先安排的信貸餘額以執行擬定交易，則銀行不會接納或執行指示。倘由於並無足夠資金及/或預先安排的信貸餘額，致使銀行未能執行任何指示，銀行一概毋須對由此導致的任何後果負責。

- 8.6 Notwithstanding that there is insufficient fund or pre-arranged credit in the Bank Account nominated by the Client, and irrespective of any terms and conditions of the specific type of Transaction intended to be transacted providing to the contrary, the Bank may, at its absolute discretion, accept and execute an Instruction without prior written notice to or approval of the Client. The Client shall be liable for the resulting debit balance or overdraft, advance or credit (or any increase in the same) and all standard charges of the Bank relating thereto. Such debt shall be repayable to the Bank on demand together with interest thereon, from the date of execution of the relevant Instruction to the date of actual repayment (whether before or after judgment), both days inclusive, at such rate as published by the Bank from time to time and compounded at such intervals as the Bank may determine from time to time.

儘管客戶的指定銀行帳戶內並無足夠資金或預先安排的信貸額，而且不論擬定進行交易的個別交易種類的任何條款有相反規定，銀行可全權決定，毋須事先書面通知客戶或獲得其同意便可接納及執行指示。客戶須負責由此導致的結欠或透支、放款或信貸(或其任何增加)及有關的所有銀行標準收費。該等欠款連同其利息須於銀行要求時償還。該利息由執行有關指示日計至實際償還日止(包括首尾兩日)，並以銀行不時公佈之利率(不論是判決前或後)及以銀行不時自行訂定的結息期複式計算。

- 8.7 Whilst any debt exists pursuant to Clause 8.6 above, the Bank shall be entitled without giving notice to the Client (but shall not be obliged) to enter into such other transaction at such time and for such pricing as it deems necessary to set off or counter the transaction effected pursuant to the Instruction. Any loss, damage, liability or

reasonable expense suffered or reasonably incurred by the Bank as a result thereof shall be the Client's liability and debited to any Bank Account of the Client as the Bank shall select, but any gain shall belong absolutely to and be retained by the Bank for its own use and benefit. The Bank's certificate in writing as to the amount of such loss, damage, liability or expense shall be binding and conclusive against the Client, save for manifest error.

若根據上文第 8.6 條下存在任何欠款時，銀行有權在毋須通知客戶的情況下(但並無責任)，按其認為需要的時間及價格，訂立其他交易，以抵銷或對銷根據指示執行的交易。由此導致遭受或合理地招致之任何損失、損害、債務或合理費用一概由客戶承擔，並由銀行選擇從客戶的任何銀行帳戶中扣除；但任何收益則絕對歸銀行所有並供其保留以供銀行使用及受益。銀行對該等損失、損害、債務或費用款額所發出之書面證明對客戶具約束力及屬終局性，除涉及明顯錯誤外。

- 8.8 Without prejudice to Clause 8.3 above, notwithstanding that an Instruction may be received by the Bank outside the normal banking hours in Hong Kong and be carried out immediately, the relevant transaction effected immediately pursuant to the Instruction may be deemed to take effect on the succeeding Business Day if the Bank so determines.

在不影響上文第 8.3 條的情況下，儘管銀行在香港一般銀行營業時間外接獲指示並立即執行指示，在銀行決定下，根據指示而立即執行的有關交易可被視為在隨後一個營業日生效。

- 8.9 For transfer of funds out of any Bank Account of the Client by Internet Banking or Phone Banking to a third party, the Bank shall accept no responsibility or liability solely by reason of the receiving bank refusing to make or delaying in making the transferred fund available to the intended transferee.

就客戶通過網上銀行或電話銀行自任何銀行帳戶轉賬資金予第三者的交易而言，若純粹因收款銀行拒絕或延遲將款項給予擬收款人，銀行概不負任何責任。

- 8.10 The Client shall carefully review the details of each Transaction before instructing the Bank to execute the Transaction. The Client authorizes the Bank to notify the Client of the details of such completed Transactions as the Bank deems appropriate, by any means as the Bank deems appropriate. These Transactions may include but not be limited to transfer of funds to an unregistered third party account, amendment of personal information and account opening through Internet Banking. The Client shall review and verify the Transaction details so notified by the Bank and shall report to the Bank any error, discrepancy or omission as soon as practicable. If the Client chooses not to receive such notification, the Client may be restricted from using Internet Banking for certain Transactions as the Bank deems appropriate, and may be required to register third party accounts by such means as the Bank deems appropriate, e.g., at bank branches or by post, before the Client can conduct such Transactions online.

客戶在指示銀行執行交易前須小心審查每宗交易詳情。客戶授權銀行以銀行認為適當的任何方法通知客戶有關銀行認為適當的該宗已完成交易詳情。該等交易可包括但不限於轉賬至一個未登記的第三方帳戶，修訂個人資料及透過網上銀行開立帳戶。客戶須審查及核實銀行所通知的交易詳情並在切實可行情況下盡快向銀行報告任何錯誤、不符或遺漏。若客戶選擇不接收該通知，客戶可能被限制使用網上銀行銀行所認為需予限制的某些交易，且客戶在網上進行該等交易前，可能被要求以銀行認為適當的方式登記第三方帳戶(例如在分行或透過郵遞)。

- 8.11 The Bank's notification of completion of transfer of funds has the same effect of a duly stamped withdrawal slip, so the Client is not required to fill in a separate withdrawal slip.

銀行發出有關完成資金轉賬的通知與已被適當蓋章的提款單的效果相同，因此客戶無需填寫單獨的提款單。

9. ADVICE AND CONCLUSIVE EVIDENCE

通知書及終局性的證據

9.1

- (a) Unless otherwise determined by the Bank, no advice in respect of any transactions effected by Internet Banking Instructions or Phone Banking Instructions would be sent by the Bank. In the event that the Bank determines that advice setting out certain transactions effected by the Bank pursuant to Internet Banking Instructions or Phone Banking Instructions be sent to the Client, such advice will be sent to the applicable correspondence address within three (3) Business Days of such Instructions for the Client's record. In this connection, the Bank will, upon request by the Client, make available to the Client the information regarding the types of Transactions (as may be changed from time to time) in respect of which advice will be issued;
除非銀行另行決定，否則銀行不會就根據網上銀行指示或電話銀行指示執行的任何交易發出通知書。倘若銀行決定就某些通過網上銀行指示或電話銀行指示執行的交易向客戶發出載有該等交易的通知書，則該通知書會於該等指示後的三(3)個營業日內寄予適用的通訊地址供客戶存檔。在這方面，銀行會應客戶要求，向客戶提供有關銀行會發出通知書的交易種類(該種類或會不時被更改)的資料；
- (b) if the Client does not receive the advice which the Bank determines to issue under Sub-clause 9.1(a) above within six (6) Business Days (for a Client with a correspondence address outside Hong Kong, eleven (11) Business Days) after the day on which the relevant Instruction was given, the Client shall give to the Bank a notice of non-receipt (in the form acceptable to the Bank). Such notice of non-receipt must be actually received by the Bank within eight (8) Business Days (for a Client with a correspondence address outside Hong Kong, thirteen (13) Business Days) after the date of such Instruction;
倘客戶在作出有關指示後的六(6)個營業日內(通訊地址如為香港以外，則十一(11)個營業日內)仍未有接獲銀行根據上文第 9.1(a)條就該等交易決定發出的通知書，則客戶須按銀行接受的格式向銀行提交未獲通知書之通知。該份未獲通知書之通知必須在該等指示發出日後的八(8)個營業日內(通訊地址如為香港以外，則十三(13)個營業日內)確實送達銀行；
- (c) the Client shall have the duty to check and verify the contents of the advice and shall report any error or omission or discrepancy shown thereon within ninety (90) days after the date of the advice, otherwise the Client is deemed to have confirmed the contents shown on the advice notwithstanding that in the meantime the Client may not have the opportunity to verify the account statement or passbook or other records (as the case may be) of the relevant transaction, save for manifest error;
客戶有責任檢查及核對通知書的內容，並須於有關指示發出後的九十(90)天內，向銀行報備通知書內的任何錯誤或遺漏或不符，否則儘管客戶在此期間未有機會核對有關交易的帳戶結單或存摺或其他記錄(視情況而定)，客戶亦被視作已確認通知書上之內容，除涉及明顯錯誤外；
- (d) the Client acknowledges that no separate account statement will be sent to the Client on a periodical basis under Internet Banking or Phone Banking, and the Client shall have the duty to verify the records of transactions posted in the statement(s) of those Bank Account in respect of which Transaction is made through Internet Banking or Phone Banking (as the case may be).
客戶承認知悉不會就網上銀行或電話銀行定期收到獨立的帳戶結單，而客戶有責任核對通過網上銀行或(視情況而定)電話銀行進行交易的帳戶的有關結單內的交易記錄。

- 9.2 The Client acknowledges that all Instructions may be recorded. The advice, books and records of the Bank in respect of any Instruction and/or the execution thereof shall be conclusive evidence (save and except manifest error) against the Client in all courts of law and for all purposes. All Instructions shall not be denied validity or enforceability on the sole ground that electronic records were used.

客戶承認知悉所有指示可予記錄。任何指示及/或該等指示的執行的通知書、銀行賬簿及記錄(有明顯錯誤者除外)，在所有法院及在各方面均對客戶而言屬終局性的證據。所有指示不可因為純粹使用電子記錄而被拒絕其有效性或可執行性。

- 9.3 The Bank shall not assume responsibility for and does not warrant or represent that information, data and other materials supplied by third parties and made available through Internet Banking or Phone Banking are accurate and complete.

銀行就由第三者提供及經網上銀行或電話銀行給予客戶的資訊、數據及其他資料概不負責。銀行亦不會就該資訊、數據及其他資料的正確及完整性作出保證或陳述。

10. PROCEEDS OF TRANSACTIONS EFFECTED BY MEANS OF INSTRUCTIONS
經指示執行交易之收益

- 10.1 Unless otherwise agreed by the Bank, the proceeds of any transaction effected by an Instruction which is due to the Client shall only be credited to a Bank Account or placed on deposit with the Bank in the same name as the Client.

除非銀行另行同意，否則透過指示完成的任何交易之應付客戶收益，只可以記入與客戶同名的銀行帳戶或以客戶名義在銀行存放。

- 10.2 If the Bank receives any query, claim or dispute (whether with good cause or otherwise) in respect of the proceeds of any transaction effected by an Instruction, the Bank may in its absolute discretion (but shall not be under any duty to do so) refuse to permit or effect any withdrawal of and/or dealing howsoever with such proceeds until the dispute or query in respect of the relevant transaction is clarified to the satisfaction of the Bank.

如銀行接獲任何透過指示完成的交易收益的任何質疑、權利主張或爭議(無論有否充分理由)，銀行可全權決定(但並無任何責任)拒絕准許或執行該等收益的任何提款及/或處理，直至有關交易的爭議或質疑獲得銀行滿意的澄清為止。

11. LIMITS FOR TRANSACTIONS BY MEANS OF INTERNET BANKING AND PHONE BANKING

透過網上銀行及電話銀行之交易之限制

- 11.1 The Bank may at any time and from time to time without giving any prior notice to the Client impose an upper and/or minimum daily overall and/or individual transaction limit in terms of the amount, quantity or currency for transactions effected by Instructions given, but may waive or vary such limit in respect of any Instruction if it deems fit so to do.

銀行可隨時及不時並毋須事先通知客戶的情況下，對執行所發的指示的交易金額、數量或幣種訂立最高及/或最低每日總額及/或每宗交易限額，惟在銀行認為恰當的情況下，可豁免或修改任何指示的限制。

- 11.2 Unless otherwise agreed to by the Bank, Instructions are limited to instructions in respect of Transactions (other than financial information enquiries) to be made or effected between designated Bank Account in the same name of the Client.

除非銀行另行同意，否則指示只限於同一客戶名下的不同的指定銀行帳戶間所進行或執行的交易指示(財務資料之查詢除外)。

- 11.3 The Client hereby agrees and acknowledges that any Internet Banking or Phone Banking arrangement involving payment as between different accounts (whether of the Client or of any third parties and whether or not with the Bank) will only be accepted if such arrangement has been approved by the Bank and is subject to such preset daily transfer or withdrawal limit(s) and in accordance with such procedures as determined by the Bank from time to time. For the avoidance of doubt, where a lower daily maximum amount is authorized for any account(s) in the name of third party(ies), such lower daily maximum amount shall prevail over daily limit preset by the Bank under this Clause 11.3.

客戶謹此同意並承認，任何涉及不同帳戶間(不論屬客戶的或任何第三者的及不論為開

立於銀行與否)付款的網上銀行或電話銀行安排，必須獲銀行批准才會被接納，而且該等安排必須符合銀行不時事先決定的每日轉賬或提款限額及程序。為免生疑問，若已就任何第三者名下的帳戶獲授權了較低的每日最高限額，則該限額而非銀行根據本第11.3條所訂定的限額為準。

- 11.4 The Client acknowledges that Internet Banking and Phone Banking operate on a numerically based system and where the Client gives Instructions to the Bank involving payment as between different accounts, the Bank may act on the number(s) of the account(s) given by the Client by means of Electronic Input and shall not be under any duty to verify whether any account number so given corresponds to the name of the account holder of such account.

客戶承認知悉，網上銀行及電話銀行乃以數字系統運作，若客戶向銀行發出的指示涉及不同帳戶之間的付款，銀行可按客戶透過電子輸入提供的帳戶號碼行事，而並無任何責任核對所提供的任何帳戶號碼是否與該帳戶的持有人的姓名相符。

- 11.5 If the Client has not used Internet Banking for funds transfers to unregistered third party accounts for such period as the Bank deems appropriate, the Bank may disable that service or set the Transaction limit for that service to zero.

若客戶在銀行所認為適當的期間內未曾使用網上銀行轉賬至未登記的第三方帳戶，銀行可使該項服務無效或將該項服務的交易限額設定為零。

12. LIMITATION FOR MOBILE TECHNOLOGY **流動技術的限制**

- 12.1 The Client acknowledges that mobile communication is a new and rapidly advancing technology, and using Mobile Banking may carry additional risks and may not be as secure as using other banking channels.

客戶承認知悉，流動通訊是一種嶄新及發展迅速的技術，而使用流動電話銀行服務可能涉及額外風險，並且未必如同使用其他銀行理財渠道般安全可靠。

- 12.2 The Client further acknowledges that technological failure and network traffic congestion are common and there are other factors beyond the Bank's reasonable control (including but not limited to any technological distortion caused by the inadequacies of the relevant supported mobile phones used by the Client) that may result in the Bank's failure or delay in the execution of Instructions. Instructions, personal data and information transmitted through Mobile Banking are subject to the risk of being read, intercepted, interrupted or misused by third party. The Client acknowledges that it shall fully consider all risks relating to Mobile Banking and read carefully these terms and conditions before using Mobile Banking.

客戶進一步承認知悉，技術故障及網絡交通擠塞是常見的，並有非銀行所能合理控制而可能導致銀行未能或延遲執行指示的其他因素(包括但不限於因客戶使用的相關支援流動電話不足而引致的任何技術失真)。透過流動電話銀行傳送的指示、個人數據及資料須承受被第三方讀取、截取、干擾或濫用的風險。客戶承認知悉，在使用流動電話銀行服務之前應全面考慮與流動電話銀行有關的一切風險及仔細閱讀本條款及細則。

13. IDENTIFICATION NUMBER AND PASSWORD(S) **識別號碼及密碼**

- 13.1 The Client or the relevant Authorized Person(s) (when signed in accordance with the applicable Signing Arrangement) shall select the User Name in such procedures as prescribed by the Bank, and the Bank shall issue the Identification Number(s) and the Password(s) to the Client. The Client acting by himself or through any Authorized User shall re-select new Identification Number(s) and new Password(s) in such procedures as prescribed by the Bank within 1month from the date of issuance of the Identification Number(s) and the Password(s) by the Bank; otherwise they may be invalidated automatically. The Client can only access Internet Banking or Phone Banking (as the case may be) with the use of the User Name, the re-selected Identification Number(s) and the re-selected Password(s).

客戶或有關的獲授權人士(當以適用的簽署安排簽署時)須按銀行指定程序選擇用戶名稱，而銀行須發出識別號碼及密碼至客戶。客戶本人或透過任何獲授權使用者須於發出識別號碼及密碼之日的 1 個月內，按銀行指定程序重選新識別號碼及新密碼；否則，該等識別號碼及密碼可能自動失效。客戶只可以以用戶名稱、新識別號碼及新密碼使用網上銀行或電話銀行(視情況而定)。

- 13.2 In case the Signing Arrangement of the relevant Authorized Person(s) consists of more than one level of authorization, then only those Authorized Person(s) having the highest level of authorization shall be entitled to act on behalf of the Client to select the User Name, new Identification Number(s) and new Password(s) under Clause 13.1 above.

若有關的獲授權人士的簽署安排由多於一層的授權組成，則只有享有最高層次授權的獲授權人士可有權代表客戶按上文第 13.1 條選擇用戶名稱、新識別號碼及新密碼。

- 13.3 The Client is responsible for the proper use of the Identification Number and Password(s) and shall take reasonable steps to keep the Identification Number, the Password(s) and the Certificate secure and confidential. The Client shall not disclose the Password(s) to any other persons other than the relevant Authorized User(s). The Client undertakes to ensure that the Authorized User(s) will also comply with the aforesaid requirements as to the proper use of and the security and confidentiality of the Identification Number, User Name and Password(s) and that upon knowing or believing that there is a loss of the Password or any actual or possible unauthorized use or disclosure of the Identification Number, User Name or any Password, the Authorized User(s) shall notify the Client immediately without delay or notify the Bank on behalf of the Client in accordance with Clause 13.5 below.

客戶有責任正確使用識別號碼及密碼，並須採取合理的措施妥為保管及保密識別號碼、密碼及證書。客戶不得將密碼向任何人士披露，除向有關的獲授權使用者外。客戶承諾確保獲授權使用者同樣遵守上文所述有關識別號碼、用戶名稱及密碼的正確使用及妥為保管及保密責任的規定，及當知悉或相信任何密碼被遺失或識別號碼、用戶名稱或任何密碼實際或有可能被未經授權使用或披露，獲授權使用者應立即通知客戶或代表客戶按下文第 13.5 條通知銀行。

- 13.4 The Client acknowledges that the Bank has no record of the Password(s) selected or re-selected by the Client or an Authorized User.

客戶承認知悉銀行對客戶或獲授權使用者選擇或重新選擇的密碼並無記錄。

- 13.5 Upon knowing or believing that there is a loss of the Password or any actual or possible unauthorized use or disclosure of the Identification Number, User Name or any Password, the Client acting by himself or through any Authorized User shall notify the Bank as soon as reasonably practicable in writing or by calling the Bank's designated telephone hotline as notified to the Client from time to time for reporting such incident(s). In the event of receiving any such report, the Bank shall be entitled to take such action as it may think fit (including but not limited to issuing new Identification Number and/or Password to the Client) if the Bank accepts in good faith that such report is proper and genuine.

若客戶知道或相信密碼被遺失，或實際或有可能被未經授權使用或披露識別號碼、用戶名稱或任何密碼，客戶本人或透過任何獲授權使用者須在可能情況下儘快以書面或致電銀行不時指定用以報告此類事項的熱線電話通知銀行。在收到該報告後，如銀行真誠接受該報告為恰當及真實的，銀行有權採取其認為恰當的行動(包括但不限於發出新識別號碼及/或密碼予客戶)。

- 13.6 In addition to Clause 13.5 above, in the event of actual or possible unauthorized use or disclosure of any Password, the Client shall as soon as reasonably practicable change such Password through Internet Banking and/or Phone Banking (as the case may be).

在附加於上文第 13.5 條的情況下，若發生任何密碼實際或有可能被未經授權使用或披露的情況，客戶應在可能情況下儘快透過網上銀行及/或(視情況而定)電話銀行更改該密碼。

- 13.7 The Client hereby acknowledges that the Authorized User(s), having full access to the Identification Number or User Name and the Password(s), may fully operate the Bank Account or utilize the services accessible under Internet Banking and/or Phone Banking (as the case may be) on its behalf, and further acknowledges that there are risks of any of the Authorized User(s) mis-using Internet Banking and Phone Banking for its/his/her/their own benefit and purpose and of any Identification Number, User Name and/or any Password being used by unauthorized persons or for unauthorized purposes. The Client hereby further acknowledges that it has duly and fully considered the associated risk when he agrees to allow any third party to act as an Authorized User.

客戶在此承認知悉獲授權使用者有全權使用識別號碼、用戶名稱及密碼，可代表客戶全權操作網上銀行及/或電話銀行下(視情況而定)的銀行帳戶或使用網上銀行及/或電話銀行下(視情況而定)的服務，亦進一步承認知悉有獲授權使用者為自己的利益和目的誤用網上銀行及電話銀行的風險，及任何識別號碼、用戶名稱及/或任何密碼是有被未經授權的人使用或被用於未經准許用途的風險。客戶謹此進一步承認知悉在同意容許任何第三者作為獲授權使用者時，已妥為及全面地考慮有關的風險。

- 13.8 The Bank is entitled to cancel the use of the Username and Password and/or to withdraw, restrict or suspend the Internet Banking service or Phone Banking Service (whether in whole or in part) and/or terminate the Internet Banking service or Phone Banking Service at any time when the Bank considers necessary or advisable to do so in its absolute discretion without notice and without giving any reason and the Bank shall not be liable to the Client for any loss or damage resulting therefrom or in connection therewith.

銀行有權依其絕對酌情決定權，在其認為必須或適當的任何時間，在無需通知亦無需給予任何理由情況下，取消對用戶名稱及密碼的使用及/或撤銷、限制或中止網上銀行服務或電話服務（無論全部或部分）及/或終止網上服務或電話服務。對於由此造成或與此相關的任何損失或損害，銀行概不負責。

14. LIABILITY OF THE BANK AND THE CLIENT **銀行及客戶的責任**

- 14.1 Unless the Client acts fraudulently or with gross negligence or otherwise fails to perform his obligations under Clauses 13.3, 13.5 and/or 13.6 of this Part III, the Client shall not be responsible for any direct loss suffered by it as a result of unauthorized transactions effected by any Instructions.

除非客戶作出欺詐、嚴重疏忽行為或無執行其按本第三部份第 13.3、13.5 及/或 13.6 條內的責任，否則客戶毋須對因按任何指示進行的未經授權交易對其所引致的直接損失負責。

- 14.2 For the avoidance of doubt, if the Client has acted fraudulently or with gross negligence or has otherwise failed to perform its obligations under Clauses 13.3, 13.5 and/or 13.6 of this Part III, the Client shall be responsible for all or any losses arising therefrom. Nothing contained in this Clause 14.2 shall prejudice the Client's right under Clause 14.2 of the Common Terms.

為免生疑問，如客戶作出欺詐、嚴重疏忽行為或無執行其按本第三部份第 13.3、13.5 及/或 13.6 條的責任，客戶須對因此而產生的所有及任何損失負責。本第 14.2 條並不影響客戶在一般條款第 14.2 條所列出關於未經授權交易的追索權。

- 14.3 Subject to the provisions herein, in the absence of wilful misconduct or negligence by the Bank, the Bank's liability to the Client in relation to the provision of Internet Banking and Phone Banking shall not exceed the amount of the relevant Transaction or the direct loss sustained by the Client, whichever is less. The Bank shall in no circumstances be liable to the Client for any indirect, special or consequential loss or damage.

在本條款及細則的條文規限的情況下，在銀行沒有故意的不當行為或疏忽的情況下，

銀行需就網上銀行及電話銀行對客戶負的責任只限於有關交易的金額或客戶所承受的直接損失，以較低者為準。銀行在任何情況下毋須對任何間接、特別或相應的損失或損害負責。

- 14.4 Clause 14.1 above shall prevail if it conflicts with any other provisions of this Part III.
若上文第 14.1 條與本第三部份其他條文有抵觸，以前者為準。

15. AUTHORIZED PERSON(S)
獲授權人士

- 15.1 In addition and without prejudice to Clause 5 of the Common Terms, the Authorized Person(s) of Internet Banking or Phone Banking (as the case may be) shall have the following powers and authorities (to be exercised by such Authorized Person(s) in accordance with the relevant Signing Arrangement) and the Bank shall be entitled to act thereon accordingly:

在附加於及不影響一般條款第 5 條的情況下，任何網上銀行或電話銀行(視情況而定)的獲授權人士有以下的權力及權限(由獲授權人士按有關簽署安排行使)而銀行有權據此行事：

- (a) upon the loss of any Password, (i) to give and sign any form or request prescribed by the Bank for application for issuance or re-selection of a new Password, (ii) to give and sign any acknowledgement of receipt for such new Password, and/or (iii) to designate any one of such Authorized Person(s) to re-select such new Password. For the avoidance of doubt, nothing contained in this provision shall affect the Bank's discretion to determine whether to provide a new Password in favour of the Client; and

當任何密碼被遺失時，(i)發出及簽署銀行指定用作申請發出或重選新密碼的表格，(ii)發出及簽署任何該新密碼的認收回條，及/或(iii)指定任何一個該(等)獲授權人士可重選新密碼。為免生疑問，本規定並不影響銀行是否向客戶提供新密碼的決定；及

- (b) to instruct the Bank in writing to cancel or disable Internet Banking or Phone Banking (as the case may be).

書面指示銀行取消網上銀行或電話銀行(視情況而定)或使其無效。

- 15.2 If the relevant Signing Arrangement of Internet Banking or Phone Banking (as the case may be) consists of more than one level of authorization, then only those Authorized Person(s) having the highest level of authorization shall be entitled to exercise the powers under Sub-clause 15.1 above.

若任何網上銀行或(視情況而定)電話銀行的有關簽署安排由多於一種模式的授權組成，則只有享有最高層次模式授權的獲授權人士可有權行使上文第 15.1 條所列的權力。

16. INFORMATION
資料

- 16.1 All information (including but not limited to exchange rate, interest rate and market prices for securities) quoted by the Bank through Internet Banking and Phone Banking shall remain as a reference only and shall not be binding on the Bank until confirmed by the Client within the time prescribed by the Bank.

銀行透過網上銀行及電話銀行報價的所有資料(包括但不限於兌匯率、利率及證券的市價)僅供參考，及除非客戶在銀行指定時間內作出確認，否則報價資料對銀行並無約束力。

17. FEES AND CHARGES
費用及收費

17.1 The Bank shall be entitled to charge fees for making Internet Banking, Mobile Banking and Phone Banking available to the Client and/or the handling of Instructions as specified in any schedule of fees published by the Bank from time to time. Such schedule of fees shall be made available to the Client upon request. The Client hereby authorizes the Bank to deduct such fees from the applicable Settlement Account. Notwithstanding the foregoing provision, the Bank shall also be entitled, at its discretion, to debit any fee or charge to any one or more Bank Account of the Client maintained with the Bank.

銀行有權就向客戶提供網上銀行、流動電話銀行及電話銀行及/或處理指示而收取銀行不時公佈的任何收費表中所列載的費用。該等收費表將應客戶要求向其提供。客戶謹此授權銀行自相關結算帳戶中扣除該等費用。儘管上文規定，銀行亦有權酌情決定向客戶於銀行開立的任何一個或多個銀行帳戶扣除任何費用或收費。

17.2 The Bank shall be entitled to retain for its own account and benefit all profits, rebates, commissions, fees, benefits or other advantage, if any, arising out of or in connection with the Bank's provision of Internet Banking, Mobile Banking or Phone Banking and the transactions effected pursuant to Instructions.

銀行有權保留就銀行提供網上銀行、流動電話銀行或電話銀行及根據指示執行交易所產生或與之有關的所有盈利、回佣、佣金、費用、利益或其他得益(若有)，以供銀行自行運用及受益。

18. NOTICE
通知

18.1 In addition to Clause 22 of the Common Terms, any notice or other communication required to be given to the Client may be by electronic means and shall be addressed and sent to the e-mail address of the Client last on record with the Bank or if the Client consists of more than one person, any one of such e-mail addresses.

在附加於一般條款第 22 條的情況下，任何須向客戶發出的通知或其他通訊可以電子途徑發出。該等通知或通訊會以客戶為收件人並根據銀行最後的記錄的電子郵件地址寄給客戶，如客戶由多於一人組成，則寄往任何一個該等電子郵件地址。

18.2 For the avoidance of doubt, any notice or communication sent by the Client to the Bank shall not include any Instructions to be given hereunder, which must be given in accordance with Clause 22 of the Common Terms.

為免生疑問，任何由客戶向銀行提交的通知或通訊將不會包含任何根據本條款及細則所發出的指示，該等通知或通訊必須按一般條款第 22 條發出。

18.3 The Bank reserves the right to notify the Client of any change in these terms and conditions by notice displayed by electronic means on the Bank's website or other channels specified from time to time for at least three (3) consecutive Business Days. Notice is deemed to be duly served on the Client on the 4th Business Day after the posting of such notice by the Bank as aforesaid.

銀行保留權利以電子途徑於銀行網頁或銀行不時指定之其他途徑連續三(3)個營業日張貼告示以通知客戶有關本條款及細則之任何變更。告示會於銀行張貼該告示後的第四(4)個營業日視為已妥善送達客戶。

19. E-CONSOLIDATED STATEMENT AND E-NOTICE SERVICES
電子綜合結單及電子通訊服務

19.1 The e-consolidated statement service ("e-Consolidated Statement Service") is a service provided by the Bank under Internet Banking whereby all consolidated statements ("e-statements") from time to time issued by the Bank to the Client in respect of all or any of the Bank Account for which consolidated statements will be issued by the Bank ("e-Consolidated Statement Accounts") can be viewed on the

Bank's website, downloaded and/or printed out by an Authorized User. The Client acknowledges and agrees that once application for the e-Consolidated Statement Service is accepted by the Bank, no physical copies of consolidated statements in respect of the e-Consolidated Statement Accounts will be issued and sent by the Bank to the Consolidated Statement Address unless the Client chooses to continue to receive physical copies or applies at any branch/sub-branch/office of the Bank or through such other means as designated by the Bank for discontinuance of the e-Consolidated Statement Service and resumption of issue by the Bank of physical copy of consolidated statements.

電子綜合結單服務(「電子綜合結單服務」)是銀行在網上銀行項下所提供的服務。透過此服務。就銀行將不時發出綜合結單的所有或任何銀行帳戶(「電子綜合結單帳戶」)而言。由銀行向客戶所不時發出的所有綜合結單(「電子結單」)均可以由獲授權使用者在銀行的網站上瀏覽、下載及/或列印。客戶確認及同意。電子綜合結單服務申請一經銀行接納。除非客戶指定繼續收取實物綜合結單。或除非客戶在銀行的任何分行/支行/辦事處或通過由銀行所指定的其他途徑申請終止電子綜合結單服務及恢復由銀行發出實物綜合結單。否則銀行不會就電子綜合結單帳戶發出及寄交實物綜合結單至綜合結單地址。

- 19.2 The e-notice service ("e-Notice Service") is a service provided by the Bank under Internet Banking whereby all notices (other than reminder notices referred to in Clause 19.5 below), advices, statements (other than consolidated statements), confirmations or other communication ("e-notices") from time to time issued by the Bank to the Client in respect of all or any of the Bank Account as may from time to time be designated by the Client in respect of the e-Notice Service ("e-Notice Accounts") can be viewed on the Bank's website, downloaded and/or printed out by an Authorized User. The Client acknowledges and agrees that once application for the e-Notice Service is accepted by the Bank, no physical copies of such notices, advices, statements, confirmations or other communication in respect of the e-Notice Accounts will be issued and sent by the Bank to the correspondence address unless the Client chooses to continue to receive physical copies or applies at any branch/sub-branch/office of the Bank or through such other means as designated by the Bank for discontinuance of the e-Notice Service and resumption of issue by the Bank of physical copy of such notices, advices, statements, confirmations or other communication.

電子通訊服務(「電子通訊服務」)是銀行在網上銀行項下所提供的服務。透過此服務。就客戶不時為此服務指定的所有或任何銀行帳戶(「電子通訊帳戶」)而言。由銀行向客戶所不時發出的所有通訊(不包括下文第 19.5 條提及的提示通知)、通知書、結單(不包括綜合結單)、確認書或其他通訊(「電子通訊」)均可以由獲授權使用者在銀行的網站上瀏覽、下載及/或列印。客戶確認及同意。電子通訊服務申請一經銀行接納。除非客戶指定繼續收取該等通訊、通知書、結單、確認書或其他通訊的實物文本。或除非客戶在銀行的任何分行/支行/辦事處或通過由銀行所指定的其他途徑申請終止電子通訊服務及恢復由銀行發出該等通訊、通知書、結單、確認書或其他通訊的實物文本。否則銀行不會就電子通訊帳戶發出及寄交該等通訊、通知書、結單、確認書或其他通訊的實物文本至通訊地址。

- 19.3 Notwithstanding any contrary provision in these terms and conditions, each Authorized User is authorized to use the e-Consolidated Statement Service and the e-Notice Service. The Client acknowledges and agrees that the Authorized User(s) may view all transaction details of and receive all notices, advices, statements, confirmations or other communication in respect of the e-Consolidated Statement Accounts and the e-Notice Accounts even if all or any of the e-Consolidated Statement Accounts and the e-Notice Accounts have not been included as Bank Account accessible through Internet Banking.

儘管在本條款及細則內有任何相反規定。每位獲授權使用者均獲授權使用電子綜合結單服務及電子通訊服務。客戶確認及同意。(各)獲授權使用者可瀏覽電子綜合結單帳戶及電子通訊帳戶的所有交易詳情及收取所有與該等帳戶有關的通訊、通知書、結單、確認書或其他通訊。即使所有或任何電子綜合結單帳戶及電子通訊帳戶並未包括為可通過網上銀行使用的銀行帳戶。

- 19.4 An e-statement or e-notice will only be available for checking through the E-consolidated Statement Service and the e-Notice Service for 12 calendar months or such other period as the Bank may consider appropriate after being posted on the relevant webpage. Thereafter, it will be deleted by the Bank and physical copy will only be provided upon application at any branch/sub-branch/office of the Bank or through such other means as designated by the Bank and payment of a fee.

客戶只可在電子結單或電子通訊登載於有關網頁後的 12 個月或銀行認為適當的其他期間內通過電子綜合結單服務及電子通訊服務核對電子結單或電子通訊。在上述期間後，電子結單或電子通訊將會被銀行刪除，而實物文本將只有在客戶在銀行的任何分行/支行/辦事處或通過由銀行所指定的其他途徑提出申請並且繳付費用後方可提供。

- 19.5 The Client shall ensure that the Client (a) will check for and view e-statements and e-notices through the e-Consolidated Statement Service and the e-Notice Service regularly and (b) will download and/or print out an e-statement or e-notice for record if it/he/she considers necessary before the same is deleted by the Bank. Without prejudice to the foregoing, the Bank may (but is not obliged to) from time to time send notices ("reminder notices") to the email address designated by the Client for the purpose of these terms and conditions so as to remind the Client of the posting of the latest e-statement or e-notice on the Bank's website. For the avoidance of doubt, it is always the obligation of the Client to ensure that all e-statements and e-notices are accessed through the e-Consolidated Statement Service and the e-Notice Service before the same are deleted by the Bank even if the Client has not received a reminder notice from the Bank for whatever reason.

客戶應確保客戶 (a) 將會定期通過電子綜合結單服務及電子通訊服務核對及瀏覽電子結單及電子通訊，及 (b) 將會在它/他/她認為有必要時，在銀行將電子結單或電子通訊刪除之前下載及/或列印電子結單或電子通訊以作記錄。在不影響前述各項的原則下，銀行可以(但並無責任)不時發送通知(「提示通知」)至客戶就本條款及細則用途而指定的電郵地址，以提示客戶最近期的電子結單或電子通訊已在銀行的網站上登載。為避免產生疑問，客戶始終有責任確保所有電子結單及電子通訊在被銀行刪除之前均已通過電子綜合結單服務及電子通訊服務予以存取，即使基於任何原因，客戶並未收到銀行所發出的提示通知。

20. TRANSFER TO THIRD PARTY ACCOUNT

轉賬至第三者帳戶

- 20.1 The Client agrees that all Instructions for transfer of funds (including bill payments) out of any Bank Account through Internet Banking or Phone Banking to any third party account shall be subject to the following terms and conditions (as the Bank may amend from time to time):

客戶同意，有關透過網上銀行或電話銀行由任何銀帳戶轉賬(包括賬單付款)至第三者帳戶的所有指示，應受以下條款及細則(經銀行不時修訂)規限：

- (a) the Client's Bank Account will be debited on receipt by the Bank of the Instruction. In case there are insufficient funds or pre-arranged credit available in the Client's Bank Account, the Bank shall be entitled to refuse to carry out the Instruction, in which event the Bank may levy the usual charge and may cancel the Instruction. The Bank shall not howsoever be liable for any consequence arising out of the failure of the Bank to carry out the Instruction in such circumstances;

在銀行收到指示後，將會從客戶的銀行帳戶扣款。如客戶的銀行帳戶內並無足夠資金或預先安排的信貸額，銀行有權拒絕執行指示，在該情況下，銀行可收取慣常收費及可取消該指示。銀行不須就在該等情況下銀行不能執行指示所引致的任何後果負上任何責任；

- (b) notwithstanding that there are insufficient funds or pre-arranged credit in the Client's Bank Account, the Bank may, at its absolute discretion, but is not obliged to, carry out the Instruction without prior written notice to or approval of the Client. The Client shall be liable for the resulting debit balance or overdraft, advance or credit (or any increase in the same) and all interest and standard charges of the Bank relating thereto. Such debt shall be repayable

to the Bank on demand together with interest thereon, from the date of carrying out of the Instruction to the date of actual repayment (whether before or after judgment), both days inclusive, at such rate as published by the Bank from time to time for unauthorized overdraft and compounded at such intervals as the Bank may determine from time to time;

儘管客戶的銀行帳戶內並無足夠資金或預先安排的信貸額，銀行可按其絕對酌情權(但並無責任)執行指示，不須事先書面通知客戶或取得客戶批准。客戶須負責由此導致的結欠或透支、放款或信貸(或其任何增加)及與此有關的所有利息及銀行劃一收費。該等欠款連同其利息須於銀行要求時償還。該利息由執行指示日期計至實際償還日期(不論是判決前或後)止(包括首尾兩日)，並以銀行不時就未獲授權透支公佈的利率及以銀行不時釐定的結息期複式計算；

- (c) the banks that receive the payment may credit received funds to the payee accounts at different times and the Bank is not responsible as to when the transfer funds will actually be credited to the payee account;

收款銀行可將所收到資金於不同時間存入收款人帳戶，而銀行對轉賬資金於何時會實際存入收款人帳戶概不負責；

- (d) the Bank is not responsible in any circumstances to recover any amount paid to the receiving banks and is not responsible if any receiving bank fails for any reason to pay the payee;

銀行在任何情況下均不負責追討支付予收款銀行的任何款項，而如任何收款銀行基於任何理由未能向收款人付款，銀行概不負責；

- (e) the Client acknowledges that funds transfers to third party accounts involve risks, for example, in the event of payments to unauthorized third party accounts;

客戶承認知悉，將資金轉賬至第三者帳戶存在風險，例如可能會付款至未獲授權的第三方帳戶；

- (f) if for any reason a payment cannot be made to a receiving bank through the interbank settlement, the payment would not be made and the debit entry in the Client's Bank Account would accordingly be reversed;

如果基於任何理由某筆款項未能透過銀行同業結算支付予收款銀行，則銀行不會支付該筆款項，而客戶的銀行帳戶內的付款記項會相應地撤銷；

- (g) the Client's payment instructions will be forwarded without verification by the Bank's automated systems to the receiving bank for processing in accordance with its terms and practice;

客戶的付款指示將不經核對，由銀行的自動化系統轉交收款銀行，按照其條款及常規處理；

- (h) the Client acknowledges that communications through Internet Banking and Phone Banking may be delayed, interrupted, intercepted or corrupted. The Bank cannot be responsible for any delay or error in the Client's payments, or for any unauthorized instructions, or for payments to a wrong party;

客戶承認知悉，透過網上銀行及電話銀行的通訊可能出現延誤、中斷、截取或錯誤。銀行對客戶付款的任何延誤或錯誤，或對任何未獲授權指示，或對誤將款項支付予其他人士，銀行概不負責；

- (i) the Bank is not responsible for any questions arising from the transaction in respect of which a payment is made. The Client will refer to the merchant or supplier concerned;

銀行對支付款項所涉交易引致的任何問題概不負責。客戶須自行向有關商戶或供應商交涉；

- (j) the Client must not use this service for any purposes, other than to make a permitted payment and for other permitted purposes;

除支付准許款項及其他准許用途外，客戶不得使用此服務作任何其他用途；

- (k) the Bank is entitled to levy handling charges and get reimbursement from the Client for all reasonable charges and expenses reasonably incurred by the Bank (if any) regarding funds transfer to third party accounts.

銀行有權就轉賬款項至第三者帳戶服務向客戶收取手續費及要求客戶償付一切由銀行合理地產生的合理費用及開支(若有)。

21. PRE-DESIGNATED TRANSFER OF FUNDS 預先指定的轉出款額

- 21.1 The beneficiary account in outward remittance through the Internet Banking is limited to the designated account specified in the Account Opening Forms.
通過網上銀行匯出匯款的受益人帳戶僅限於開戶表格中指定的指定帳戶。
- 21.2 Pre-designated transfer of funds is limited to transfer of funds of the same currency. The Client may designate a future date for the transfer of funds. If the designated date is not a Business Day, the transfer of funds would be executed in the succeeding Business Day.
預先指定的轉出款額限於轉賬同一貨幣的款額。客戶可以指定轉賬款額的未來日期。如果指定的日期不是營業日，轉賬將在下一個營業日執行。
- 21.3 If the Client intends to cancel pre-designated transfer of funds, the Client shall give such Instruction on or before the preceding Business Day of the transfer date. The pre-designated transfer of funds shall also be cancelled simultaneously upon termination or transfer of the concerned Client's Bank Account or the receiving bank account.
如果客戶打算取消預先指定的轉出款額，客戶應在轉賬日前一個營業日或之前發出該指示。在相關客戶銀行帳戶或收款銀行帳戶被終止或被轉移時，預先指定的轉出款額也應同時被取消。
- 21.4 The pre-designated transfer of funds remains valid even after any change of the Password(s).
預先指定的轉出款額在更改密碼後仍然有效。
- 21.5 Transfer of savings deposits of different currencies between Bank Accounts is allowed through the Internet Banking at the prevailing rate of exchange as determined by the Bank. Such transfer would be suspended or rejected by the Bank upon excessive fluctuation of the exchange rates on the transfer date as determined by the Bank.
於銀行帳戶之間儲蓄存款以不同貨幣轉賬可以通過網上銀行按照銀行確定的現行匯率進行。如果銀行確定的轉賬日匯率過度波動，銀行將暫停或拒絕此類轉賬。

22. MISCELLANEOUS **其他事項**

- 22.1 Unless required by law, the Client and the Bank shall keep confidential any third party information obtained from exchange of electronic messages, or use or performance of the Internet Banking service, and shall not disclose the same to any third party, and shall not use the same for purposes other than the Internet Banking.
除法律另有規定外，客戶和銀行應對任何通過電子信息交換、使用或履行網上銀行服務而獲得的第三方信息予以保密，且不得將其披露給任何第三方，也不得使用該等第三方信息於網上銀行以外的用途。
- 22.2 The Bank's notice available in the Bank's Internet Banking website shall also be kept confidential. In case of inconsistency of any confidentiality provisions, these terms and conditions shall prevail.
銀行網上銀行網頁內所載的銀行通告亦應保密。如任何保密條文之間有任何不一致，應以本條款及細則為準。

PART IV
第四部份

TERMS AND CONDITIONS FOR FASTER PAYMENT SYSTEM SERVICE

快速支付系統服務條款及細則

1. BANKING SERVICE RELATING TO FASTER PAYMENT SYSTEM
有關快速支付系統的銀行服務

- 1.1 The Bank may provide the FPS Service to the Client to facilitate payments and funds transfers using the FPS. The FPS is provided and operated by HKICL. The FPS Service is therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the FPS from time to time.

銀行可向客戶提供快速支付服務，以讓客戶使用快速支付系統進行付款及資金轉帳。快速支付系統由結算公司提供及運作。因此，快速支付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。

- 1.2 By requesting the Bank to register any Proxy ID for the Client in the HKICL FPS or to set up any eDDA for the Client using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, the Client will be regarded as having accepted and will be bound by the provisions herein. The Client should not request the Bank to register any Proxy ID or set up any eDDA for the Client and should not initiate any payment or funds transfer using the HKICL FPS unless the Client accepts the provisions on FPS contained in Clauses 1 to 9 of Part IV herein.

當客戶要求銀行代客戶於結算公司快速支付系統中登記任何識別代號，或為讓客戶使用結算公司的快速支付系統而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帳，客戶即被視為已接受於此的條款並受其約束。除非客戶接受第四部份第1至9條有關快速支付系統的條款，客戶不應要求銀行為客戶登記任何識別代號或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帳。

2. DEFINITIONS AND INTERPRETATION
定義與釋義

- 2.1 In the terms and conditions under this Part IV, unless the context otherwise requires: 除文意另有規定外，在本第四部份的條款及細則中：

"Addressing Service"
「帳戶綁定服務」

means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

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，讓參與者的客戶使用預設的識別代號（而非帳戶號碼）識別一項付款或資金轉帳指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

"Default Account"
「預設帳戶」

means the account maintained by the Client 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.

指客戶於銀行或任何其他參與者維持的帳戶，並設置該帳戶

為預設帳戶，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。

“eDDA”
「電子直接付款授權」

means a direct debit authorization set up by electronic means using HKICL FPS.

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。

“eDDA Service”
「電子直接付款授權服務」

means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorization.

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。

“FPS Service”
「快速支付服務」

means the services (including the QR Code Services) provided by the Bank to the Client from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

指銀行向客戶不時提供的服務（包括二維碼服務），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帳戶綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉帳。

“FPS Identifier”
「快速支付系統識別碼」

means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

指由結算公司快速支付系統產生的並與參與者的客戶帳戶關聯的獨有隨機號碼。

“HKICL”
「結算公司」

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

指香港銀行同業結算有限公司及其繼承人及受讓人。

“HKICL FPS” or “Faster Payment System”
「結算公司快速支付系統」或「快速支付系統」

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 and Addressing Service.

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、資金轉帳及其他付款交易；及(ii)就電子直接付款授權服務及帳戶綁定服務交換及處理指示。

“Participant”
「參與者」

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.

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。

“Proxy ID”
「識別代號」

means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

指結算公司接納用作帳戶綁定服務登記的識別資料，以識別參與者的客戶帳戶，包括客戶的流動電話號碼或電郵地址，或快速支付系統識別碼。

“QR Code Services”
「二維碼服務」

means the QR code and the associated payment and funds transfer services provided by the Bank to the Client from time to time.

指由銀行不時向客戶提供的二維碼及相關聯的付款及資金轉帳服務。

“Regulatory Requirement”
「監管規定」

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 Client is subject or is expected to comply with from time to time.

指結算公司、銀行、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）。

3. SCOPE OF FPS SERVICE AND CONDITION OF USE 快速支付服務的範圍及使用條款

3.1 The Bank provides the FPS Service to the Client to facilitate payment and funds transfer using the HKICL FPS and the Addressing Service, 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 FPS Services and the conditions and procedures for using the FPS Services. In order to use the FPS Services, the Client has to accept and follow these conditions and procedures.

銀行向客戶提供快速支付服務，以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帳戶綁定服務、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帳。銀行有權不時制定或更改快速支付服務的範圍及使用快速支付服務的條款及程序。客戶須接受及遵守此等條款及程序方可使用快速支付銀行服務。

3.2 The Bank may provide the FPS Service to facilitate payment and funds transfer in any currency specified by the Bank from time to time, including Hong Kong dollars and Renminbi.

銀行可提供快速支付銀行服務，以銀行不時指定的幣種（包括港幣及人民幣）進行付款及資金轉帳。

3.3 In order to enable the Bank to handle an instruction for the Client in relation to payment or funds transfer using HKICL FPS, the Client has to provide or input the necessary information and complete the process by such means or in such manner as prescribed by the Bank from time to time.

客戶須以銀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，方可讓銀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帳的指示。

- 3.4 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.

所有使用結算公司快速支付系統進行的付款或資金轉帳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。

- 3.5 The Bank reserves the right to suspend or terminate the FPS service in whole or in part at any time without giving notice or reason.

銀行保留權利，隨時暫停或終止部份或全部快速支付服務，而無需給予通知或理由。

4. ADDRESSING SERVICE – REGISTRATION AND AMENDMENT OF PROXY ID AND RELATED RECORDS

帳戶綁定服務 - 登記及更改識別代號及相關紀錄

- 4.1 In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, the Client has to register the Client's Proxy ID in the HKICL FPS. The Bank has discretion as to whether to offer the FPS Identifier as Proxy ID to the Client.

客戶須於結算公司快速支付系統登記客戶的識別代號，方可經結算公司快速支付系統使用帳戶綁定服務收取付款或資金轉帳。銀行有酌情權是否向客戶提供快速支付系統識別碼作為識別代號。

- 4.2 Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable the Bank to register or amend Proxy ID or any related records for the Client, the Client has to provide or input the necessary information and complete the registration process by such means or in such manner as prescribed by the Bank from time to time.

於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規則、指引及程序。客戶須以銀行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓銀行為客戶登記或更改識別代號或任何相關紀錄。

- 4.3 At any time where the same Proxy ID is registered by the Client for more than one account (whether maintained with the Bank or with any other Participant), the Client must set one account as the Default Account. By instructing the Bank to set or change the Default Account, the Client consents and authorize the Bank to submit the request on the Client's behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.

倘客戶在任何時間為多個帳戶（不論該等帳戶於銀行或於其他參與者維持）登記相同的識別代號，客戶必須將其中一個帳戶設置為預設帳戶。當客戶指示銀行設置或更改預設帳戶，客戶即同意並授權銀行代客戶向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設帳戶。

5. eDDA SERVICE 電子直接付款授權服務

- 5.1 In order to enable the Bank to handle a request for the Client in relation to eDDA setup, the Client has to provide or input the necessary information and complete the process by such means or in such manner as 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. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

客戶須以銀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，方可讓銀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

帳戶號碼或客戶識別號碼或代碼設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。

6. CLIENT'S RESPONSIBILITY

客戶的責任

6.1 Present genuine owner or authorized user of Proxy ID and accounts

識別代號及帳戶現時真正的持有人或授權使用人

The Client can only register the Client's own Proxy ID for the Client's own accounts or set up eDDA for the Client's own accounts. The Client must be the present genuine owner or authorized user of each Proxy ID and each account provided to the Bank for registration in the Addressing Service and the eDDA Service. By instructing the Bank to register any Proxy ID or any account in relation to the Faster Payment System, the Client confirms that the Client is the present genuine owner or authorized user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

客戶只可為其帳戶登記其識別代號，亦只可為其帳戶設置電子直接付款授權。客戶必須是每項識別代號及每個提供予銀行登記使用帳戶綁定服務及電子直接付款授權服務的帳戶現時真正的持有人或授權使用人。當客戶指示銀行登記任何有關快速支付系統的識別代號或帳戶，即確認客戶為相關識別代號或帳戶之現時真正的持有人或授權使用人。這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。

6.2 Proxy ID 識別代號

Any Proxy ID to be registered by the Client for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by the Client as contact information on the Bank's records at the relevant time. The Client understands and agrees that the Bank, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without the Client's consent.

任何客戶用作登記帳戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與客戶於相關時間在銀行紀錄上登記的聯絡資料相同。客戶明白並同意，銀行、其他參與者及結算公司有權及可酌情無需通知及客戶同意，取消任何根據可用資料屬不正確或非最新的識別代號的登記。

6.3 Correct information 正確資料

(i) The Client has to ensure that all the information provided by the Client for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. The Client has to 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.

客戶須確保所有客戶就登記或更改識別代號(或任何相關紀錄)或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銀行指定的形式或方法通知銀行任何對資料的更改或更新。

(ii) The Client is fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. The

Client's solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

在發出每項付款或資金轉帳指示時，客戶須對使用正確及最新的識別代號及相關紀錄負全責。客戶須就不正確或過時的識別代號或相關紀錄導致銀行及結算公司快速支付系統作出任何不正確的付款或轉帳負全責並確保銀行不致有損失。

6.4 Timely updates 適時更新

The Client is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Client's Proxy ID (or related records) or any eDDA setup, including without limitation changing the Client's Default Account, or terminating any Proxy ID or eDDA. The Client acknowledges that keeping the Client's own Proxy ID, 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 Proxy ID, eDDA or related records.

客戶有完全責任向銀行適時發出指示及提供資料變動或更新，以更改客戶的識別代號(或相關紀錄)或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帳戶，或終止任何識別代號或電子直接付款授權。客戶知悉，為確保有效地執行付款及資金轉帳指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉帳，備存客戶自己的最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。

6.5 Change of Default Account 更改預設帳戶

If an account is terminated as the Default Account by the Client or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If the Client wishes to set another account as the Default Account, the Client has to change the registration through the Participant where the Client maintains that other account.

倘客戶或相關參與者因任何原因終止作為預設帳戶的帳戶(包括該帳戶被暫停或終止)，結算公司的系統會自動按帳戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設帳戶。客戶如欲設置另一帳戶作為預設帳戶，客戶須透過維持該帳戶的參與者更改登記。

6.6 Transactions binding on the Client 客戶受交易約束

(i) For any payment or funds transfer, once the Client confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Client.

就任何付款或資金轉帳，當客戶向銀行發出指示，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) For any Proxy ID registration or eDDA setup, once the Client submits an instruction to the Bank, such instruction is irrevocable and binding on the Client. The Client may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements as prescribed by the Bank from time to time.

就登記識別代號或設置電子直接付款授權而言，當客戶向銀行發出指示，該指示即屬不可撤銷，並對客戶具有約束力。客戶可按照銀行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

6.7 Use FPS Service responsibly 負責任地使用快速支付服務

The Client must use the FPS Service in a responsible manner. In particular, the Client has to comply with the following obligations:

客戶必須以負責任的方式使用快速支付服務，尤其需要遵守下列責任：

- (i) The Client must comply with all Regulatory Requirements that govern the Client's use of the FPS Service, 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 Client must not use the FPS Service for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.

客戶必須遵守所有規管客戶使用快速支付服務的監管規定，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。客戶不得使用快速支付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) In sending remarks or messages to be displayed to recipients or counterparties of the Client's payment or funds transfer instructions or eDDA setup using HKICL FPS, the Client should mask the name or other data of such recipients or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.

凡向使用結算公司快速支付系統收取客戶的付款或資金轉帳之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。

- (iii) If the Bank offers the FPS Identifier as Proxy ID to the Client, the Client should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Client desires.

倘銀行向客戶提供快速支付系統識別碼作為識別代號，客戶不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

6.8 Other obligations regarding payments and funds transfers 其他有關付款及資金轉帳的責任

Any instruction given by the Client in relation to the FPS Service will be handled by the Bank in accordance with all the terms and conditions herein. The Client has to comply with the other obligations with respect to payments, funds transfers and direct debit authorizations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

銀行將按所有於此的條款及細則處理客戶就快速支付服務的任何指示。客戶須遵守其他有關付款、資金轉帳及直接付款授權的責任，包括但不限於在相關帳戶存有足夠資金用作不時結清付款及資金轉帳指示。

6.9 Client is responsible for the Client's authorized persons 客戶須就其授權人士負責

Where the Client authorizes any other person to give instructions or requests to the Bank in connection with the use of the FPS Service (whether the Client is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

當客戶授權其他人士向銀行發出有關使用快速支付服務的指示或要求（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) Client is responsible for all the acts and omissions of each person whom the Client has authorized;
客戶須為每名獲其授權的人士的所有作為及不作為負責；
- (ii) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Client or any person authorized by the Client, will be irrevocable and binding on the Client; and
任何銀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) the Client is also responsible for ensuring that each person authorized by the Client will comply with all the provisions herein that are applicable to him/her when acting on the Client's behalf.
客戶有責任確保每名獲客戶授權的人士均會遵守所有列載於此且就其代客戶行事而適用之條款。

7. THE BANK'S RESPONSIBILITY AND RESTRICTION OF LIABILITY **銀行的責任及責任限制**

7.1 The Bank will process and submit the Client'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 Client's instructions and requests in such sequence or manner as HKICL considers appropriate. The Bank has no control over the operation of HKICL FPS nor the timing on which the Client's instructions or requests are executed by HKICL FPS. Where the Bank receives status update notifications involving any of the Client's Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, the Bank will notify the Client accordingly by such means and at such time as the Bank considers appropriate.

銀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。銀行無法控制結算公司快速支付系統的運作或其執行客戶的指示或要求的時間。當銀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識別代號（或相關紀錄）或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，銀行會以其認為適當的方式及時間通知客戶。

7.2 Without reducing the effect of Clause 7(a) above or any other provisions herein:
在不減低上文第 7(a) 條款或任何其他條款的影響下：

- (i) the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with the use of the FPS Service or the processing or execution of instructions or requests given by the Client in relation to the FPS Service 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 gross negligence or wilful default or that of the Bank's officers, employees or agents;
銀行無須負責客戶或任何其他人士有關或因使用快速支付服務，或有關或因處理或執行客戶就有關快速支付服務或結算公司快速支付系統的指示及要求，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銀行或銀行人員、僱員或代理的嚴重疏忽或故意失責引致；
- (ii) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Client or any other person may incur or suffer arising from or in connection with one or more of the following:
為求清晰，銀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：

- (1) the Client's failure to comply with the Client's obligations relating to the FPS Service;
客戶未遵守有關快速支付服務的責任;
 - (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
結算公司快速支付系統產生或引致的，或銀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) in no event will the Bank, the Bank's affiliates or group companies, the Bank's licensors, and the Bank's and the Bank's respective officers, employees and agents be liable to the Client 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).
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），銀行、銀行的關聯公司或集團公司、銀行的特許人、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。

7.3 Without prejudice to any provisions in Clauses 1 to 9 herein, the Bank reserves the right to accept or otherwise reject any instruction given by the Client in relation to the FPS Service with or without giving any reason. The Bank further reserves the right to delay or not to process any instruction given by the Client in relation to the FPS Service with or without notice for any reason, including but not limited to:-

在不損害第1至9條款規定的情況下，不論是否有任何理由，銀行保留接受或拒絕客戶就快速支付服務提出任何指示的權利。銀行亦保留延遲或不處理客戶就快速支付服務提出任何指示的權利，無論是否給予通知，包括但不限於：

- (i) if the Bank is of the opinion that:
如果銀行認為：
 - (1) the relevant information is not complete or has not been accurately or properly provided or is not sufficiently clear; or
相關信息是不完整、不準確、不適當地提供或不清晰；或
 - (2) there are not sufficient available funds in the relevant account for setting the relevant payment or funds transfer instructions from time to time; or
相關帳戶中不時沒有足夠的可用資金以設定相關的付款或資金轉帳指示；或
 - (3) the processing of the relevant payment or funds transfer instructions may breach any applicable laws or regulations; or
處理相關的付款或資金轉帳指示可能違反任何適用的法律或規則；或
- (ii) for security reasons (including but not limited to where the fraud prevention or risk control measures or procedures of the Bank which the Bank deems appropriate to adopt cannot be completed, fulfilled or satisfied).
基於保安理由(包括但不限於銀行已採用適合的措施或程序，但仍無法完成、履行或滿足防止欺詐或風險控制的情況)。

The Bank shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any instruction given by the Client in relation to the FPS Service for any reason.
銀行概不負責任何原因令銀行不接受、拒絕、延遲或不處理客戶與快速支付服務有關的指示而導致任何人遭受的損失或損害賠償。

7.4 Client's confirmation and indemnity 客戶的確認及彌償

- (i) Without reducing the effect of any indemnity given by the Client herein or any other rights or remedies that the Bank may have, the Client 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 our provision of the FPS Service or the Client's use of the FPS Service.
在不減低客戶於此條款下提供的任何彌償或銀行享有的任何其他權利或補償的影響下，銀行及銀行人員、僱員及代理（或任何一人）有關或因銀行提供快速支付服務或客戶使用快速支付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），以及銀行及銀行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，您(們)須作出彌償並使本行及銀行每名人員、僱員及代理免受損失。
- (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 gross 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 FPS Service.
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銀行或銀行人員、僱員或代理的嚴重疏忽或故意失責引致，上述彌償即不適用。上述彌償在快速支付服務終止後繼續有效。

8. COLLECTION AND USE OF CUSTOMER INFORMATION 收集及使用客戶資料

- 8.1 For the purposes of using the FPS Service, the Client 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:
為了使用快速支付服務，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) the Client;
客戶；
- (ii) the recipient of any payment or funds transfer to be made by the Client, or the counterparty of any eDDA to be set up by the Client; and
客戶付款或資金轉帳的收款人，或客戶設置電子直接付款授權的交易對方；及
- (iii) where the Client is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Client's directors, officers, employees, authorized persons and representatives,
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。

all personal data and information provided to us or compiled by the Bank from time to time in connection with the FPS Service are collectively referred to as "**Customer Information**".

銀行不時就有關快速支付服務獲提供或由銀行編制的個人資料及資訊統稱為「客戶資料」。

- 8.2 The Client agrees (and, where applicable, for and on behalf of each of the Client's directors, officers, employees, authorized persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Service. These purposes include without limitation one or more of the following:

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) 銀行可為快速支付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) providing the FPS Service to the Client, maintaining and operating the FPS Service;
向客戶提供快速支付服務，維持及運作快速支付服務；
- (ii) processing and executing the Client's instructions and requests in relation to the FPS Service from time to time;
理及執行客戶不時有關快速支付服務的指示及要求；
- (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
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) meeting the requirements to make disclosure under any Regulatory Requirements; and
按需遵守的監管規定而作出披露；及
- (v) purposes relating to any of the above.
任何與上述有關的用途。

- 8.3 The Client 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 Addressing Service and the eDDA Service.

客戶明白及同意客戶資料可能被結算公司、銀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，作為提供及運作帳戶綁定服務及電子直接付款授權服務之用。

- 8.4 If the Customer Information includes personal data or other information of any person other than the Client's (including any persons specified in Clauses 8.1(ii) or 8.1(iii) above), the Client confirms that the Client 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.

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 8.1(ii) 或 8.1(iii) 條款指明的人士)，客戶確認客戶會取得並已取得該人士同意，就結算公司、銀行及其他參與者按本條款指明的用途使用 (包括披露或轉移) 其個人資料及其他資料。

9. QR CODE SERVICES 二維碼服務

- 9.1 This Clause 9 applies to the use of the QR Code Services (if any) and any other terms and conditions that apply to the mobile application ("**App**") through which the Client accesses the QR Code Services.

本第 9 條適用於客戶透過其使用二維碼服務(如有)的流動應用程式 (「二維碼應用程式」) 的任何其他條款及細則，均適用於二維碼服務的使用。

- 9.2 Using the QR Code Services and the Client's responsibility:
使用二維碼服務及客戶的責任:

- (i) The QR Code Services allow the Client to scan a QR code provided by the Bank or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another

person must meet the specifications and standards prescribed by HKICL in order to be accepted. The Client is fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. The Bank is not responsible for any error contained in such payment or funds transfer data.

二維碼服務讓客戶掃描由銀行或其他人士提供的二維碼，從而自動收集付款或資金轉帳資料，而無須人手輸入資料。由其他人士提供的二維碼，必須符合結算公司指定的規格及標準方能獲接納。在確認任何付款或資金轉帳指示之前，客戶須負全責確保收集得來的資料是準確及完整。就該等付款或資金轉帳資料所含的任何錯誤，銀行概不負責。

- (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.

二維碼服務可在本行不時支援及指定的操作系統的流動裝置上使用。

- (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, the Client will need to download the updates. Depending on the update, the Client may not be able to use the QR Code Services until the latest version has been downloaded. The Client is fully responsible for ensuring the latest version has been downloaded to the Client's mobile device for the purpose of using the QR Code Services.

二維碼服務的更新版本可透過提供二維碼應用程式的應用程式商店定期推出。某些裝置會自動下載更新版本。如使用其他裝置，客戶須自行下載更新版本。視乎更新版本，客戶可能在下載更新版本前無法使用二維碼服務。客戶須負全責確保已於客戶的流動裝置下載最新版本，以使用二維碼服務。

- (iv) The QR Code Services are intended for use by the Bank's customers only. The Bank has the right to cancel the Client's account for the App and/or block the Client from accessing the QR Code Services if the Bank discovers that the Client is not eligible to use the QR Code Services.

銀行只向銀行客戶提供二維碼服務。倘本行發現客戶不符合使用二維碼服務的資格，銀行有權取消二維碼應用程式內客戶的帳戶及/或禁止客戶取用二維碼服務。

- (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where the Bank is not licensed or authorized to provide the QR Code Services.

銀行無意於其法律或規例不容許使用二維碼服務的司法管轄區內提供二維碼服務，亦無意於銀行未獲發牌或授權在其境內提供二維碼服務的司法管轄區內提供二維碼服務。

- (vi) The Client must comply with all applicable laws and regulations that govern the Client's download of the App, or access or use of the App or the QR Code Services.

客戶必須遵守規管客戶下載二維碼應用程式，或存取或使用二維碼應用程式或二維碼服務的所有適用法律及規例。

9.3 Security

保安

- (i) The Client must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the Client's mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at the Client's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Client as a result.

客戶不得在流動裝置或操作系統供應商支援或保修的配置範圍以外或經修改的任何裝置或操作系統上使用二維碼服務。該等裝置包括已被破解（越獄）或已被破解（超級用戶權限）的裝置。已被破解（越獄）或已被破解（超級用戶權

限)的裝置是指未經客戶的流動服務供應商及電話製造商批准而自行解除其所設限制的裝置。在已被破解(越獄)或已被破解(超級用戶權限)的裝置上使用二維碼服務,可能導致保安受損及欺詐交易。在已被破解(越獄)或已被破解(超級用戶權限)的裝置上使用二維碼服務,客戶須自行承擔全部風險,就客戶因而蒙受或招致的任何損失或任何其他後果,銀行概不負責。

- (ii) This Client is fully responsible for all instructions or requests given by the Client or any other person authorized by the Client during the use of the QR Code Services.
客戶須就在使用二維碼服務過程中由客戶或獲客戶授權的任何人士發出的指示或要求負全責。
- (iii) The Client is fully responsible for ensuring that the information shown or stored on the Client's mobile device is kept secure.
客戶須負全責確保客戶的流動裝置所顯示或儲存的資料受妥善保管。
- (iv) If the Client knows or suspects that any other person knows the Client's security details, or has used or tried to use them, or if the Client's mobile device is lost or stolen, Client must notify the Bank as soon as reasonably practicable.
如客戶知道或懷疑有任何其他人士知悉客戶的保安資料,或曾使用或企圖使用客戶的保安資料,或如客戶的流動裝置遺失或被竊,客戶必須在合理切實可行情況下盡快通知銀行。

9.4 The Bank's responsibility and restriction of liability

銀行的責任及責任限制

- (i) While the Bank makes commercially reasonable efforts to provide the QR Code Services, the Bank is not liable for any failure to provide the QR Code Services.
銀行會用商業上合理努力提供二維碼服務,但如未能提供二維碼服務,銀行概不負責。
- (ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Client's mobile device in the use of the QR Code Services. The Bank is not responsible for any loss the Client may incur as a result of the Client's use of the QR Code Services.
二維碼服務是基於「現在既有狀態」提供,概不就其功能作出任何種類的陳述、保證或協議。銀行不能保證在使用二維碼服務時病毒或其他污染或破壞性數據不被傳送,或客戶的流動裝置不被損害。銀行對客戶使用二維碼服務而引致任何損失概不負責。
- (iii) The Client understands and agrees that:
客戶明白及同意:
 - (1) The Client uses the QR Code Services at the Client's sole risk. To the maximum extent permitted by law, the Bank expressly disclaims all warranties and conditions of any kind, whether express or implied.
客戶自行承擔使用二維碼服務的風險。在法律容許的最大範圍內,銀行明確卸棄所有不論種類的明示或暗示保證及條件。
 - (2) The Client downloads or obtains any material or information through the use of the QR Code Services at the Client's sole risk and discretion. The Client is solely responsible for any damage to the Client's computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
客戶透過使用二維碼服務下載或獲取任何材料或資料屬個人決定並須自行承擔風險。任何因下載、獲取或使用該等材料或資料而對客戶的電腦或其他裝置造成任何損害或造成資料損失,概由客戶負責。
- (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.
為免生疑問,上文無意排除或限制任何不能合法地排除或限制的條件、保證、權利或責任。