

帳戶持有人條款

東莞銀行股份有限公司香港分行

風險披露聲明

本條款在適當情況下適用於在東莞銀行股份有限公司香港分行（下稱「本行」）的所有賬戶及由本行提供的所有信貸設施及服務。若個別服務的條文與一般條文有抵觸，個別服務的條文將凌駕於一般條文。東莞銀行股份有限公司是根據《銀行業條例》規定的持牌銀行。「閣下」指本行的客戶。

條款

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A. 一般情况

1. 開立賬戶

- 1.1 請填妥並簽署本行的表格及帳戶文件，以及(如被要求)提供令本行滿意的參考證明。閣下同意向本行提供令本行滿意的身份證明、職業證明及其他文件。本行可能拒絕接受閣下的申請而不提供任何理由。閣下(如被要求)將在開立閣下的賬戶時存入最低存款。
- 1.2 閣下確認就閣下所知及所信，在任何時間向本行提供的資料為真實及準確的。閣下已向本行登記的資料如有更改，閣下將立即通知本行。

2. 申請服務

- 2.1 敬請閣下先填妥及簽署本行的申請表格，方可使用服務。本行可能拒絕接受閣下的申請而不提供任何理由。
- 2.2 閣下或須就可能使用本行服務的賬戶，及用作轉入賬款的賬戶(閣下或第三者的)，向本行預先登記。
- 2.3 閣下向本行提供相關、準確及可供查閱的資料至為重要。

3. 閣下的指示

- 3.1 閣下應只根據閣下授權中的簽署安排，並按照本行的要求，通過本行通知的方式向本行發出指示。本行可能會拒絕(或執行)並非如此給出的指示。不同的服務可能有不同的給出指令的方式。儘管與現有安排不一致，本行可在不詢問閣下的情況下按照閣下的指示行事。在發送給本行之前，閣下將檢查每條指令是否正確。
- 3.2 除非書面指示是按照閣下給予本行的委託書及簽署式樣簽署，否則本行無需按該指示行事。
- 3.3 只在本行收到以本行認為可接受的方式作出的實際更改通知之後，再經過一段合理時間，閣下對委託書或簽署式樣的更改方可生效。除非閣下另有指示，本行獲授權執行任何日期早於更改簽署式樣日期但於更改簽署式樣後才收到的指示。
- 3.4 閣下授權閣下的獲授權代表(「獲授權代表」)就閣下的賬戶及本行的服務向本行發出任何性質的指示。閣下同意由或看來是由獲授權代表向本行發出的任何指示應時刻對閣下具約束力，不論該等指示是否實際獲授權。
- 3.5 獲授權代表應具全面授權與本行進行交易，直至本行依據本行可訂明的該等程序收到對獲授權代表的有效撤銷授權書以及直至本行已能按該撤銷書行事為止。
- 3.6 撤銷現有獲授權代表的權力不會影響本行在撤銷生效前收到的任何指示，包括支票和匯票。任何在撤銷生效日期之前或之後做出並由本行在撤銷生效日期之後收到的指示，包括支票和匯票，都將被撤銷。未歸還的存款只能由新的簽署人處理。
- 3.7 閣下同意追認由獲授權代表所作出的一切行為及指示。
- 3.8 本行所理解並執行的由閣下發出的指示對閣下有約束力。本行不負責核實發出任何指示的人士之身分或權限或任何指示的真確性。本行可酌情要求任何人士提出身分證明。
- 3.9 本行可將所收到來自閣下的指示(包括透過本行電腦或訊息記錄系統收到的指示)視為閣下有意發出的指示。本行可將閣下作出與另一項指示重複的指示，視為另一項指示，除非本行實際已知其為一項重複的指示。
- 3.10 一般而言，當指示一經作出並獲接納，則不得更改或取消。
- 3.11 閣下將確保閣下的指示完整且正確。未經本行同意，指令一旦被接受不得更改或取消。如果指令無法執行，閣下仍需負責可能產生的費用和合理開支。
- 3.12 本行不需按本行認為不可行或不合理的指示行事。本行可以拒絕按閣下的指示行事，而不須提供任何原因及不須負上任何法律責任。
- 3.13 假如指示是在本行就相關交易的營業時間以外接獲，閣下的賬戶可能在同一日被扣除款項，但該指示可能直至本行下一個銀行營業日方可處理。
- 3.14 如指示未能全面執行，可能會部分執行。除另行議定外，指示或其部分若未能在當日營業時間結束前(或(如較早)交易時間終止前)獲得執行，交易將告失效。

4. 密碼

- 4.1 密碼是指經由本行批准的一種或多種方式，通過本行提供的一種或多種途徑或方式對用戶進行身份驗證使能獲得對帳戶或服務的使用權限，可能包括身份證明或其他數字、字母、符號、進入代碼或時段代碼或其他代碼、數字簽署、卡、編碼器或任何東西。
- 4.2 在接受閣下的申請或本行提供服務時，本行將向閣下提供使用該服務的密碼。一個密碼可用於使用閣下的所有帳戶中相同的服務或媒介。當可用此服務時，閣下的企業賬戶主密碼可產生不同權限級別的不同密碼。“密碼”包括個人識別碼(PIN)、登錄ID、登錄密碼和任何代碼、號碼、卡、保安編碼器、設備或任何一次性密碼(OTP)。
- 4.3 閣下的密碼是保護閣下的重要手段。閣下將對自己保密(或者，如果閣下是法人團體，則僅限於閣下的授權代表)。閣下將盡一切合理謹慎的方式防止閣下的密碼被未經授權使用。閣下的密碼可能會被發送給閣下，風險由閣下承擔。情況允許的條件下，閣下應立即更改本行分配的密碼。
- 4.4 如果閣下發現或相信閣下的密碼已被洩露、丟失或被盜，或者閣下的賬戶進行了未經授權的交易，閣下應在合理可行的情況下盡快通過電話或本行通知的任何其他方式與本行聯繫。
- 4.5 本行可能會將任何人使用閣下的密碼發出的指令視為對閣下具有最終約束力，即使閣下的授權書或其他安排有不同的要求。當閣下通知本行終止閣下對服務的使用時，閣下的責任將繼續存在，直到本行有合理的機會終止閣下通過密碼的使用。如果本行提供選擇權，一個途徑的密碼可用於申請其他服務或在其他途徑上使用，任何此類申請或使用對閣下具有約束力。
- 4.6 如果閣下有欺詐行為或嚴重疏忽，例如未能妥善保護或故意允許他人使用閣下的密碼，或未能遵守閣下在第4.2、4.3和4.4條款下的義務，閣下將對所有損失承擔責任。除此之外，對於因通過閣下的帳戶進行的未經授權的交易而給閣下造成的任何直接損失，閣下將不承擔任何責任。本條款不適用於(a)除非未經授權的指令是以電子方式發出的，(b)除非閣下是個人(不包括個體經營者、合夥企業、俱樂部和社團)或(c)通過可用於支付商品和服務費用或提取現金的卡進行的未經授權的交易。
- 4.7 如果第4.6條款不適用或除了本行不時的另行通知外，閣下將對使用閣下的密碼給出的所有指示負責，無論是否獲得授權。
- 4.8 儘管閣下對賬戶的授權可能需要特定的簽名或聯合簽名，或者為不同的賬戶指定了不同的簽名，使用閣下的密碼發出的指令是有效的並對閣下具有約束力。
- 4.9 所有賬戶持有人對使用密碼發出的指令承擔連帶和個別責任。

4.10 閣下賬戶授權代表的變更不會影響閣下的密碼操作。如果閣下願意，閣下須立即更改密碼。

5. 存款

- 5.1 並非以已結算款項作出的存款，在本行無條件收到款項前不可提取或使用，且不屬已經生效的存款，直至本行無條件收到款項為止。該等存款僅為託收，本行可酌情決定是否接受。本行及第三者的收費將從收取的款項中扣除。在本行合理地行事的情況下，對在託收過程中或以其他方式所引致的任何損失或毀壞，或因沒有或延遲提交示某項目物件而導致的任何損失，本行概不負責。
- 5.2 本行可就因某項目沒有付款(包括憑該項目物件作出的任何提取)而引起的任何損失向閣下追討。本行可沖銷任何貸方記錄並徵收費用。本行可以將未付款的項目退回閣下，風險由閣下承擔。
- 5.3 在本行每日截數時間後收到的項目物件視作在下一個銀行營業日或任何適用的結算所規則所規定的其他時間處理。
- 5.4 存入支票僅為託收，在本行無條件收到已結清資金前不可提取或使用。在本行合理地行事的情況下，對在託收過程中所引致的任何損失或毀壞，或因沒有或延遲提交支票而導致的任何損失，本行概不負責法律責任。除非有明確指示，否則本行不會安排作出拒付證明或採取類似行動。本行可就因支票沒有付款(不論是否已憑該支票作出提取)而引起的任何損失及合理開支向閣下追討。本行可逆轉任何貸方入帳記錄並徵收費用。本行可以將未付款的支票寄回閣下，風險由閣下承擔。
- 5.5 除非出現非本行所能控制的特別情況(例如發出黑色暴雨警告或八號或以上颱風警告)，否則在本地銀行開出的支票，一般將於在將支票交付本行作代收的營業日後第二個營業日下午 3 時 30 分之後，方可提取票款。

6. 提款/款項轉賬

- 6.1 有以已結算款項作出的款項才能被提款。
- 6.2 以通過電子或其他自動方式提款須遵守本行確定的限額。對於在本行每日截數時間後收到的轉賬指示，有關款項將於下一個銀行營業日處理。擬同日交收的付款須受制於其目的地適用的截數時間。匯款交收日則取決於目的地的地理位置而定並由本行酌情決定。本行可不時改變每日截數時間，並不須向閣下發出通知或負責。
- 6.3 如果閣下賬戶中可用的存款不足以支付全部款項或如果本行的其他規定未獲遵守(包括有關可能作出提款辦事處的款額限制或規限)，本行不須從閣下賬戶作出任何付款。如轉賬在賬戶存款不足情況下進行，閣下將在本行提出要求時，向本行償還其導致的借方入帳結餘連同利息，利率由本行決定。
- 6.4 以看似由閣下或閣下之獲授權代表簽署的提款指示所作出的提款視作由閣下本人提取。
- 6.5 款項將採用閣下所指示的特定貨幣匯往外地。其他貨幣的兌換可根據本行的往來銀行或受益人銀行的慣例在付款的目的地進行。在付款予受益人前將先扣除一切費用。閣下仍須負責本行的往來銀行、代理行及本行的一切費用。所有已支付的費用均不可退還。本行及本行的往來銀行及代理行對受益人及任何被指定的匯款人均無任何責任。
- 6.6 如本票曾以任何方式被更改或破損，可被拒付款。
- 6.7 停止或更改支付或退款的要求只會在出示令本行滿意的身分證明及授權文件包括損失證明(如適用)及作出令本行滿意的賠償保證後才作處理。如不能停止或更改付款，本行無須負責。本行已獲得往來銀行確認付款指示已被有效地取消後，方可作出退款。如付款貨幣並非港元，退款可按本行買入該付款貨幣的匯率折算，並在扣除一切費用後以港元支付。
- 6.8 本行可酌情以閣下賬戶的貨幣或港元或兩者付還貸記入帳結餘連同利息到閣下賬戶。本行可以以電匯以作支付。
- 6.9 閣下同意，倘若閣下遺漏給予閣下身分的完整及準確詳細資料，閣下須自負後果，其中包括喪失獲得退款權利以及當閣下未能使本行信納閣下的身分已得到確證時，本行將不負責退款。對於由閣下所提供的的不正確或不完整資料引起的任何損失，本行概不負責法律責任。
- 6.10 如果根據閣下提供的資料詳情無法處理匯出款項，本行保留權利，按本行的獨有酌情權不接納匯出匯款的買入申請。
- 6.11 有關電匯的任何電文，本行可用明確之語言、代碼或密碼發出，所涉風險須由閣下獨自承擔。在本行合理地行事的情況下，對該電文或其他信息之傳達倘若發生任何延誤、誤會、誤解、錯誤、疏忽或違約事件，本行概不負責法律責任。
- 6.12 如閣下的賬戶並無足夠存款支付外幣兌換交易，本行可以選擇於任何較後時間運用將閣下所買入貨幣的全部金額購買閣下應支付的貨幣(「貨幣X₁」)，按在上述運用之時本行出售貨幣X的現貨匯率購買。若所買入的貨幣X金額少於閣下根據該外幣兌換交易應支付的金額，閣下將在本行提出要求時，向本行支付不足之數。本行對任何因閣下的賬戶存款不足而不執行任何指示所產生的一切直接或間接損失概不負責法律責任。儘管賬戶存款不足，本行可按本行的獨有酌情權，執行任何指示，不須閣下事先同意或事先通知閣下，而閣下必須為所引致的任何透支、預支、扣款全面負責。
- 6.13 除非另有明確聲明，本行所提供的任何利率或其他報價僅作指示用途，並可在沒有通知的情況下更改，直至本行已確認接受閣下的出價為止。除非另有明確聲明，閣下應付的價格不包括(而閣下將額外支付)適用的費用及開支。
- 6.14 本行有權以本行所規定的任何貨幣實行任何付款及要求閣下實行任何付款。當有需要將一種貨幣兌換成另一種貨幣時，該兌換將按本行所決定為於相關時間在相關兌換市場通行的兌換率進行，該決定將具決定性並對閣下具約束力。在本行合理地行事的情況下，本行對任何上述外匯交易及買賣引致的任何兌換率損失概不負責法律責任。
- 6.15 閣下有責任確定獨立市場價格和利率、在回應任何資料及/或報告或按其行事之前核實該資料及/或報告，並且就與本行提供的任何資料、本條款及任何交易和買賣有關的法律、稅務及其他事項尋求獨立的專業意見。
- 6.16 在任何日子閣下各賬戶之間的任何轉賬可由本行酌情決定在當日或下一個銀行營業日處理。
- 6.17 閣下確認，閣下的匯付資金(或其每一部分)將會符合在接收匯款所在國家內的所有適用法律及監管規定。
- 6.18 本行無需事先通知閣下本行的代理行和其他處理付款/匯款的銀行/機構的費用和收費。
- 6.19 閣下授權本行向銀行和其他相關實體/個人以及當局披露閣下的個人信息和關於閣下的匯款信息，包括閣下聲明的付款目的。對於閣下和/或任何其他第三方可能遭受或與本行執行閣下的匯款指令有關的任何直接、間接或後果性損失或損害，無論是合同、侵權行為還是其他方面，本行均不承擔任何責任。
- 6.20 允許向第三方賬戶付款的服務涉及風險，例如，未經授權的人使用閣下的賬戶可能會向第三方賬戶支付資金。

7. 終止

- 7.1 當閣下的賬戶無結餘以及並無未履行交易和責任時，閣下可經給予本行最少30天事先書面通知後，隨時終止該賬戶或終止某項服務。終止

某項服務不會自行結束閣下在本行開立的賬戶。更短的通知時間或可接受。

- 7.2 本行可於任何時間向閣下發出最少30天的通知，或者在切實可行情況下，應閣下要求給予更長的通知期，結束閣下的賬戶或終止某項服務並不需說明理由。在特殊情況下(例如賬戶被用作或懷疑被用作非法活動)，該通知可即時生效。本行可以持有閣下賬戶的任何貸方入帳結餘以待閣下領取，把有關金額(扣減本行收費)貸記入帳於閣下其他的賬戶，或就有關賬戶向閣下寄出銀行本票(扣減本行收費)藉以解除本行的一切責任。本行可能會關閉餘額為零的帳戶，恕不另行通知。
- 7.3 在閣下的賬戶終止後 7 天內 (或本行同意的更長期限內)，閣下將向本行發出有關交付 (由閣下承擔風險並受本行的權利約束) 閣下的財產 (如果有) 的指示，並支付所有相關費用和合理開支。如果閣下沒有這樣做，本行將繼續持有該財產，並受本行的權利約束，但本行不承擔本條款下的義務，及由閣下承擔風險。自終止之日起，任何貸方餘額均無需支付利息。
- 7.4 終止賬戶或服務不會影響算權利或仍然生效的交易。本行繼續獲授權結清在賬戶或服務終止前已訂立的任何交易。第8條(利息/付款/交付)、第10條(本行法律責任的限制)、第11條(閣下的彌償保證)、第12條(抵銷及留置權)、第15條(資料)及第16條(證據)在賬戶或服務終止後將仍然有效。

8. 利息/付款/交付

- 8.1 閣下一切欠款由到期應付日期或墊付日期至實際還款日期(判決之前或之後)應累計利息，其利率由本行決定。利息的計算基準為已過了實際日數，根據本行計算有關貨幣之利息的慣例以一年360或365天計算，並視為按月或按本行決定的相隔時期以複息計算。
- 8.2 閣下將在本行提出要求時向本行償還閣下全部或部分欠款(不論到期與否)，連同利息。
- 8.3 在日常操作過程中所作出的付款會在閣下為此目的所指定，以同一貨幣為單位的賬戶扣除。這也適用於閣下的賬戶被「凍結」的資金。本行將參考閣下以付款貨幣為單位的賬戶，決定閣下是否有足夠結餘或透支額。然而，本行可「凍結」其他貨幣的金額。如有需要，本行可以(但無義務)將以一種貨幣收取或支付的金額按本行現貨匯率兌換為另一種貨幣。本行可以就任何計算，按本行現貨匯率將金額由一種貨幣名義上兌換為另一種貨幣。
- 8.4 在符合適用的法律及規例下，經必要的扣除或預扣後，款項才會向閣下支付。閣下確認閣下已經 (或將在相關時間) 就上述扣除或預扣款項通知了在此類付款中擁有實益權益的人並確保其同意或放棄。閣下已授權本行根據相關要求向有關當局支付扣除或預扣金額。
- 8.5 閣下將以本行通知的合理方法，向本行支付可自由轉讓及已結算的資金。任何一方無論交付任何財產，將以本行所通知的合理方式進行。
- 8.6 如果在任何日期，每一方須為兩項或以上的交易以同一貨幣付款，則每一方於該日支付有關金額的責任將(按本行作出的選擇)獲解除，而原須支付較大金額的一方將須向另一方支付該金額超出較小金額之數。
- 8.7 閣下須應要求向本行償還閣下欠本行的所有款項 (無論是否到期)。
- 8.8 閣下支付本行的款項應沒有任何抵銷、反索償或條件，並無一切現存及將有的稅項、預扣或扣除。倘若法律強制閣下作出任何預扣或扣除，閣下的應付款項應相應增加至等同於未支付預扣或扣除時本行應收的金額。閣下將向有關稅務機關妥為繳付該預扣或扣除金額，並向本行提供繳付證明。
- 8.9 閣下的付款將以有關債務的貨幣作出。倘若本行收到用另一種貨幣支付的任何款項，其對閣下的債務構成的解除，僅以收到款項後切實可行的時間內，本行用該款項可以購入的閣下債務貨幣的淨額為限。儘管有任何判決，作為一項獨立的責任，閣下將會就任何損失及合理支出，在法律容許的最大程度內對本行作出彌償。
- 8.10 本行收到的任何款項，可運用於以本行認為適當的次序減輕閣下的債務，或記入於一個暫記賬戶以保留本行證明閣下全部債務的權利。
- 8.11 如有必要，本行可將一種貨幣以本行決定的適用匯率兌換成另一種貨幣。
- 8.12 為閣下的賬戶所收到的款項或項目物件，在本行無條件地收到已結算的資金或確認收到前，不可被提取或使用，也不會賺取利息。如果款項或項目或其部分並未實際上收到，本行可從閣下的賬戶扣除一切損失及合理開支。閣下將要承擔貸記閣下的賬戶之日至其後扣款之日，任何匯率差額所引致的損失。
- 8.13 如果閣下未親自收取財產或文件，本行將向閣下發送該等財產及文件，所涉風險概由閣下承擔。
- 8.14 本行可隨時向閣下追討，包括從閣下的任何賬戶中扣除任何錯誤付款。
- 8.15 本行可按照市場慣例保留向閣下支付待貸記於閣下賬戶的款項所產生的利息，亦可保留代表閣下支付待付款項所產生的利息。
- 8.16 除另有協定者外，任何付款、交收或釐定，若於非銀行營業日到期，將改為於本行下一個銀行營業日到期。
- 8.17 本行向閣下支付的現金將捨去金額的分位，只取角位(或如屬日圓或其他外幣，則只取最近的日圓或按照市場慣例的單位)，即已構成悉數支付。
- 8.18 除另有協定者外，須由本行支付或交付的任何款項或項目只會在香港於開立該賬戶的本行辦事處支付或交付。

9. 賬戶結單

- 9.1 就某些種類的賬戶而言，本行會定期寄出閣下賬戶的結單。本行可發出中期結單。在閣下賬戶中沒有交易的期間(或就證券而言)若依據相關規例無須發出結單，本行不會寄出結單。如果閣下在預期收到本行結單時未收到結單，請立即通知本行。
- 9.2 閣下同意於每次收到閣下的結單時將仔細查看。如閣下發現任何錯誤、差異、索償或未經授權的扣減時，閣下將在合理切實可行情況下盡快通知本行，及無論在任何情況下，均應在收到結單的90天內通知本行。
- 9.3 若閣下沒有按第9.1或9.2條的規定通知本行，則所有結單中的記項均為具決定性的，並對閣下有約束力。然而，閣下將不須對(a)由第三者作出的偽冒或詐騙，而本行未有就其採取合理謹慎的措施而引起的，(b)本行僱員或代理人作出的偽冒、詐騙、違約或疏忽而引起的未經授權交易負責。除非閣下是個人(不包括獨資經營商、合夥商號、會所及社團)，否則此項條款並不適用。
- 9.4 本行可對結單中因本行的錯誤或遺漏所引致的任何記項作出更正。
- 9.5 任何文件均可寄往本行所知閣下的最後地址。閣下同意，如果閣下申請電子結單服務，閣下將在網上讀取閣下的賬戶結單，但不會通過郵寄方式收到。

10. 本行法律責任的限制

- 10.1 除非由本行故意的不當行為或疏忽引起，否則本行不對以下各項負上法律責任：
- (a) 本行沒有實際收到任何的指示；

- (b) 使用服務時的任何延遲或干擾，或沒有執行、錯誤執行或延遲執行閣下的指示；
 - (c) 任何不能使用的服務；
 - (d) 任何由本行、本行往來銀行或代理行透過互聯網、電話或任何其他途徑發出訊息出現未經授權的截取、訛誤、遺失、錯誤或延遲，或任何未經授權使用的服務或資料；
 - (e) 某項服務、電腦、軟件或通訊設施的任何失靈或故障；
 - (f) 與某項服務有關的任何電腦病毒或類似問題；或
 - (g) 因終止閣下的賬戶或終止向閣下提供任何服務而產生的任何損失或損害。
- 10.2 本行對本行的任何往來銀行或代理行或任何政府或第三者或任何非本行所能合理控制的情況下的任何行為或遺漏所導致的任何損失，概不負上法律責任。然而，本行須為本行的授權代理人(按在《銀行營運守則》中所描述)及服務提供者進行問責。如果本行有關辦事處或任何有關往來銀行或代理行被阻止而不能向或為閣下支付款項，本行無義務向閣下作出解釋。
- 10.3 在任何情況下，本行無須就因使用或不能使用一項服務所引起的任何間接、特別、附帶或相應而生的損害賠償負上法律責任。
- 10.4 本行所提供的任何資料或建議只供閣下參考，並非一項要約。本行對其準確性、完整性或及時性，或就該等資料或建議所作的任何決定並不負責。閣下確認知悉，本行並無就任何資料或任何投資結果作出任何陳述、保證或擔保。除另有說明者外，所提供的任何價格、利率或其他報價僅作參考，並可於本行確認接受閣下的要約前無須給予通知而更改。除另有說明者外，閣下應付的價格並不包括(而閣下將額外支付)適用的稅項、稅費、交易徵費、合理費用及開支。
- 10.5 如本行被斷定為須對任何損害賠償負上法律責任，本行的法律責任將只限於該有關交易的金額，或如較少者，則只限於閣下的直接損害賠償。
- 10.6 本行無須對任何第三方的行為或遺漏，包括其提供的任何貨品或服務負上法律責任。本行可透過第三方履行一項服務(而如本行這樣做，本行將盡合理努力委任有信譽的第三方)及轉授本行的權力予第三方，費用由閣下承擔。本行不能負責追討閣下向另一人士作出的付款，或調解閣下與該名人士之間的爭議。
- 10.7 本行無須核證本行合理地相信是真確的任何文件及文書的有效性或真確性。
- 10.8 本行不保證閣下或本行將收到來自或發給本行的網站或透過其他途徑發生的任何通訊，亦不就該等通訊在傳送期間的私隱或保安作任何保證。
- 10.9 在任何情況下，本行的法律責任不應超過相關交易的款額或閣下直接損害賠償的款額，以較少者為準。
- 10.10 本行沒有責任查詢參與任何投資事宜或管理的任何人仕是否正在履行其職責。
- 10.11 第10條(本行法律責任的限制)及第11條(閣下的彌償保證)在適用法律所容許的範圍內適用。舉例而言，如《管制免責條款條例》適用，第10條(本行法律責任的限制)及第11條(閣下的彌償保證)只在符合該條例的合理標準的範圍內適用。

11. 閣下的彌償保證

- 11.1 在本行沒有故意行為不當或疏忽的情況下，閣下須於本行要求時，就因閣下的指示或交易、閣下的賬戶、向閣下提供服務，或本條款所產生的任何申索、法律責任或損失，或合理開支，以及就行使或執行本行權利(包括追討閣下對本行的任何欠款時，或取得本行認為就前述各項所需的任何意見而合理招致的所有合理金額開支(包括法律費用))，對本行作出彌償。
- 11.2 閣下將於本行要求時，就閣下或閣下之僱員或代理違反本條款或某項交易的條款或有關閣下的賬戶或某項服務的任何稅項或其他徵費所引致的任何申索、法律責任或損失或合理開支，對本行作出彌償。閣下將向本行支付在行使或執行本行的權利時合理產生所有費用(包括法律費用)的合理金額，包括從閣下那裡收回任何款項或為取得本行認為與閣下的賬戶有關的任何所需要意見的費用。
- 11.3 本行可僱用第三方代理人向閣下追討逾期款項。

12. 抵銷及留置權

- 12.1 本行可於任何時間在不發出事先先通知下，將閣下在任何地方設於本行的所有或任何賬戶(不論單獨或與他人共同持有的)及將閣下的所有債務(不論屬實際或者或有、主要或從屬、現有或未來、到期或未到期、單獨或與他人共同欠下的)合併。為此目的，本行可將任何貨幣按本行現貨匯率兌換為任何其他貨幣，並可合理地估計未來、或有或不可量化的債務金額。這並非旨在設定擔保權益。
- 12.2 本行可運用閣下聯名賬戶中的任何貨項結餘，以減輕一個或多個聯名賬戶持有人對本行的任何債務。
- 12.3 本行可在閣下的一個或多個賬戶之扣除閣下的應付款額(或其部分)。
- 12.4 閣下不可未經本行同意在閣下對本行有任何現有、未來、實際或者或有的(不論是否可量化的)債務期間提取或以其他方式處理存款及本行的應付款項。
- 12.5 如閣下對本行有任何現有、未來、實際或者或有的(不論是否可量化的)債務，本行可扣留不論是否作為安全保管或其他方式，不論存放於任何地方或以其他形式由本行為閣下或以閣下名義(單獨或聯名)持有的任何財產，及不論以公開拍賣、私人協議或招標或本行合理釐定的任何其他方式，以由本行決定的價格及條款，將其或其部分出售。本行可運用淨收益減輕閣下的債務。

13. 收費

- 13.1 本行可就閣下的賬戶或向閣下提供的服務徵收任何收費(包括存款收費及不活動賬戶收費)、費用及佣金。本行可在向閣下發出不少於30天事先書面通知後(或(若更改非本行控制範圍之內)發出合理通知後)更改收費、費用或佣金的款額或其計算基準。現行標準收費率在本行不時刊登的收費表列出。收費表可應要求提供。應支付予本行的所有費用、收費及佣金須由閣下應本行要求支付。
- 13.2 閣下將支付本行的費用和收費，以及所有合理的實際開支，包括與閣下的投資有關的應付款項、本行代表閣下支付的金額以及按照本行未經安排或臨時透支利率計算的利息，本行代理的費用和開支、交易所、清算所、登記處和監管機構的費用、徵費以及稅項。閣下須在本行通知的指定時間內按金額付款。
- 13.3 如提早終止一項服務，已支付的收費及費用將不會被退還。然而，如閣下因本行更改本條款而終止一項服務，本行將按比例退還部分支付給該服務並列明為年費或定期費用的任何費用，除非退還的款項為微不足道。

14. 改變

- 14.1 本行可更改提供給閣下的服務、運作形式、每日截數或截止交易時間、指示的最低及最高金額、或每日的最高限額、或終止或取消任何服務，而不作通知及沒有法律責任。本行可更改本行的營業時間或提供服務的時間。服務的提供受本行所決定的條款規限。
- 14.2 本行可隨時改變適用於任何服務的任何條款或條件，並以通知知會閣下。在影響費用及收費以及閣下的法律責任或義務的條款及條件之任何變更生效之前，本行將給予閣下最少30天通知，除非該等變更不在本行控制範圍以內。
- 14.3 閣下將遵守當時適用於任何服務的最新版本的條款及條件，即使閣下可能在申請時已收到一份較早的版本。
- 14.4 如果本行的名稱、營業地址、在證券及期貨事務監察委員會的註冊地位或中央編號有任何重大更改，或如有根據適用法律及規例規定的任何其他更改，本行將通知閣下。閣下同意就閣下所提供資料的任何重大更改通知本行。尤其是如果閣下的地址、電話號碼、傳真號碼或電郵地址有任何更改，閣下應在切實可行的範圍內盡快通知本行。

15. 資料

- 15.1 本行可將本行在任何時間所收集的有關閣下、閣下的賬戶、本行向閣下提供的服務或與閣下訂立的任何交易的任何資料(包括(如閣下為個人)閣下的個人資料)，用作本行現時的個人資料聲明或政策所提述的用途(包括在《個人資料(私隱)條例》中定義的核對程序)，及向所提述(在香港內外)的人士披露。
- 15.2 閣下要求本行就本行相信閣下可能有興趣的任何財政服務與閣下聯絡。
- 15.3 閣下確認閣下在任何時間給予本行的所有資料在所有重要方面均屬真實及完整。該等資料如有任何重大更改，閣下將從速通知本行。本行獲授權進行信貸及其他查詢，以核實所提供的資料。
- 15.4 本行會對有關閣下的資料保密，惟除非同意為法律所禁止，否則閣下同意本行將有關閣下的任何資料轉移及披露至本行之控股公司、分行、附屬公司、代表辦事處、附屬成員、代理人及由本行任何一方或上述各方所挑選的任何第三方(包括任何信貸資料服務機構、網絡、交易所及結算所)(各「受讓人」)，不論其所在地，以作出保密的用途(包括用於資料處理、統計、信貸、風險分析及審計的目的)。本行及任何受讓人可按香港或任何香港境外司法管轄區之任何法律、規例、法院、監管機構、法律程序或守則，或根據本行的政策或其任何須承擔或獲施加於香港或任何香港境外司法管轄區之法定、監管、政府、稅務、執法或其他機構、證券或期貨交易所、中央銀行、或金融服務提供者之自律監管或行業團體或組織(「權力機構」)之間的現有或將來之任何合約承諾或其他承諾、或權力機構之間適用於本行或本行集團成員的協議或條約，將任何該等資料轉讓及披露予任何人士。
- 15.5 閣下同意第三方代表本行在香港或香港境外使用、處理和儲存閣下的資料。本行將與第三方簽訂合同，以採取合理謹慎的措施對閣下的資料保密，並遵守、符合本地的法律及規則，以及《個人資料(私隱)條例》的規定。本地和香港境外的監管和司法機構可在若干情況下取用閣下的資料。
- 15.6 閣下同意將閣下的資料轉移到香港以外的其他司法管轄區，並同意進行任何配對程序。閣下可以提前 30 天通知本行撤回閣下的同意。
- 15.7 閣下確認，已經(或將要)向本行或受讓人(如上文第 15.4條所述)提供與閣下的賬戶和/或向閣下提供的產品和服務有關的每個實體或人士已經(或將在相關時間已)被告知並同意，根據本15條款並出於本行《關於個人資料(私隱)條例(“條例”)致資料當事人(包括客戶)的通知》(如該人士為個人)中所示的用途，使用、處理及披露其資料(包括個人資料)。
- 15.8 閣下確認及同意由本行向閣下提供的有關交易/服務的若干服務，操作及處理程序可不時由本行外判至本行的區域或全球處理中心、控股公司、分行、附屬公司、代表辦事處、附屬成員、代理人及由本行任何一方或上述各方所挑選的任何第三方，不論其所在地，而此等服務供應商可不時為及就其執行之服務及程序獲取有關閣下及本行向閣下提供的交易和服務的資料。閣下的姓名及通訊地址可能被透露至中央結算公司及上市公司的有關過戶處，以便它們將與閣下在本行或本行代名人名義下購入的證券有關的通訊寄送至閣下。
- 15.9 對於或有關本行的服務、網站、材料、軟件或文件的擁有權及所有版權及任何性質的其他知識產權權利均屬本行所有，如以上各項是由第三方提供，則屬該第三方所有。閣下並無獲授予任何權利、特許或權益，但僅作取用本行服務之用的特許權則除外。
- 15.10 對於閣下使用本行的網站或其他方式提供予本行的任何資料或材料，閣下向本行授予就一切用途(包括複製、傳送、分發和出版該等資料或資訊)在全球使用該等資料或材料的版權和知識產權權利的永久性特許權，而無須支付使用費，但如果適用法律有所限制則除外。閣下同意，本行概不就任何該等資料或材料對閣下承擔任何保密責任，但如另行明確約定或法律所規定的則除外。
- 15.11 閣下將不會複製、散播、利用或更改本行所提供的任何資料(包括軟件)，或使用該等資料作供閣下本身參考以外的任何用途。

16. 證據

- 16.1 本行對與閣下進行交易的紀錄(不論以紙張、微縮膠卷、電子或任何其他方式)及發給閣下及收到來自閣下的訊息(包括匯率)，除有明顯的錯誤外，是決定性的並對閣下有約束力。閣下同意這些紀錄在適用法律容許的範圍內，可被法庭接納為證明該等交易及訊息確實存在及紀錄所載事實的證據。
- 16.2 本行發出關於任何利率、匯率或計算或有關閣下欠款金額的陳述(在沒有明顯錯誤下)是決定性的，並對閣下有約束力。
- 16.3 經由本行決定的方式記錄後，本行可將有關閣下賬戶的任何文據或文件銷毀。本行提供閣下的文件的紀錄副本，須收取合理的費用。紀錄只會保留一段由本行決定的期間。
- 16.4 本行可更正任何文件或紀錄的任何錯誤，無須事先通知。
- 16.5 本行可能會在事先通知的情況下記錄與閣下的對話。

17. 閣下的陳述

- 17.1 閣下向本行陳述：
- (a) 除非閣下已以書面通知本行並非如此，否則閣下是賬戶的唯一實益擁有人，不附帶第三方申索或權益，及閣下會以當事人身分而並非任何其他人士的代理人身分訂立每項交易；
- (b) 閣下交付予本行的全部文件均為有效，真實，完整及為最新版本；
- (c) 閣下是根據本身的獨立決定訂立每項交易，交易對閣下適當與否是根據閣下的自行判斷或閣下認為需要的第三方顧問意見；閣下明白及接納有關交易的條款及風險，且不會倚賴本行的意見或建議；
- (d) 如果本行向閣下招攬銷售或推薦任何產品，閣下完全瞭解，當與閣下或產品有關的情況發生變化時，本行招攬銷售或推薦的產品可能

不再適合閣下，並且本行沒有責任確保此類產品仍然適合閣下；

- (e) 閣下有足夠的能力及權力履行閣下在本條款及每一項交易下的責任；
- (f) 閣下在履行及強制執行閣下的責任時，不會違反任何法律或規則；及
- (g) 閣下的責任根據其條款是合法、有效及可強制執行的；
- (h) (如果閣下是法人團體) 閣下已正式註冊成立或成立、有效存續、有償付能力且不受任何清盤行動所約束；及
- (i) 閣下有償付能力。

17.2 如果閣下持有客戶賬戶，閣下向本行陳述及承諾：

- (a) 閣下的客戶盡職審查程式與本行一樣嚴格，及與香港金融管理局規定要求相同或更嚴格；
- (b) 閣下已安排可靠的系統核實客戶身分；
- (c) 閣下有適當的系統和控制來將集合賬戶中的資金分配給各個基礎客戶；
- (d) 本行可就透過有關賬戶進行的交易提出合理查詢；及
- (e) 閣下對用來開立有關賬戶的資金的來源或出入該賬戶的資金的來源均認為滿意。

17.3 以上陳述被視為在每次進行交易之日重複作出，並將於終止本行服務後仍然有效。

18. 本行的角色

18.1 在代表閣下執行閣下的指示時(但如在與閣下進行的交易中以當事人身分行事則除外)，本行將採取合理謹慎措施。本行的責任限於在本條款及本行對相關服務或交易的條款及條件(如有)中所明確列出的責任。本條款(在可能範圍內)適用於代表閣下進行的及與本行進行的交易。

18.2 閣下授權本行及本行委任的任何人士作出，就與本行的服務有關的各方面而言，屬合理地需要或適宜的任何事情。

18.3 本行可作出或不作出本行真誠地相信所需的任何事宜，以遵守監管機構、香港銀行公會、交易所及結算所的法律、規例、規則、常規、慣例或習慣。以上所有行動及不作為均對閣下具約束力。

18.4 本行可使用代理人、經紀、託管人、代名人、往來銀行、網絡、交易所、結算所及其他人士的服務以持有閣下的財產或履行任何服務。上述各方可能為本行的附屬成員。他們的服務條款及條件將適用於閣下的交易。閣下須支付他們的收費，並就他們的合理申索向本行作出彌償。本行挑選代理人時將採取合理謹慎措施。本行只會根據適用法律委任合資格擔任託管人的人士為託管人。

18.5 本行不會提供法律、財務或稅務意見。閣下將自行取得有關意見。

18.6 如果本行要求向閣下兜售或推薦任何金融產品，看考慮到閣下的財務狀況、投資經驗和投資目標，該金融產品必須合理地適合閣下。本條款或本行可能要求閣下簽署的任何其他文件而且公司也未要求閣下作出聲明去減損以上條款。注意：“金融產品”是指《證券和期貨條例》所定義的任何證券、期貨合約或槓桿式外匯合約。關於“槓桿式外匯合同”，它僅適用於由從事第3類受規管活動並已持有相關牌照人士進行的交易。

18.7 閣下同意本行可以從經紀人和其他參與閣下交易的人士處接受任何現金、貨物、服務、回扣或軟佣金。

18.8 本行沒有義務向閣下購買任何投資，無論本行是否之前已將其出售給閣下或為閣下購買。

19. 釋義

19.1 除非文意另有所指，在適用於每個賬戶或每項服務的條款或條件內：

「銀行營業日」是指銀行在香港向公眾開門經營銀行業務之日，而如文意允許，亦指銀行就任何交易不時指定接受發出交易指示的營業時間，及不包括星期六及主要貨幣的金融中心的銀行及(在相關情況下)本行的海外辦事處並不開放營業的日子；

「支票」包括結單、票據、付款指示及其他付款文據；

「簽署」包括用作及代替簽署的印章；

「本行的電腦系統」僅指由本行獨自控制操作的電腦設備及軟件；

「包括」並非一個限制性的用詞；

「人士」包括任何個人、合夥商號、獨資經營商號、會所及協會、社團及法團；

「閣下」及所有對閣下的提述包括閣下的所有權繼承人及承讓人；

「本行」及所有對本行的提述包括本行的所有權繼承人及承讓人；

任何對「書面」的提述包括由本行的電腦系統發出及收到的訊息；

任何事宜、收費率或金額的決定可由本行不時作出及更改；

含有單數意思的字眼包括複數，反之亦然；

任何對一種性別的提述包括所有性別；

標題只為便於參閱而設。

19.2 本條款以淺白語言撰寫，詮釋務須公正及靈活。針對擬備人而設的詮釋規則並不適用。

19.3 除非在本條款中有另有相反的明文規定，不是本條款一方的第三者在《合約(第三者權利)條例》下沒有權利強制執行本條款的任何條款或享有本條款的任何條款的利益。不管本條款的任何規定，在任何時候撤銷或更改本條款不需要不是本條款一方的第三者的同意。

20. 其他事項

20.1 在使用服務或開立賬戶前，閣下將遵守本行的規定。每項服務只可在本行所決定的時間內提供，並須遵守本行所決定的程序及條件。本行可拒絕給予閣下使用服務而無須負責。

20.2 本條款與本行規管賬戶或服務的條款、條件及規則一同適用。假若該等條款、條件及規則與本條款有抵觸，概以該等條款、條件及規則為準。本條款凌駕閣下的委託書。本條款及適用於每個賬戶或每項服務的條款、條件及規則均適用於所有未完成及未來的交易和服務。

20.3 閣下將遵守本行對閣下賬戶或服務的規則或規例。本行可對閣下作出通知便更改該等規則或規例。

20.4 本行及本行的關聯公司保留本行或本行的關聯公司的利益，沒有責任披露或交代與閣下或為閣下作出的任何交易所獲得的任何利潤、佣金、費用或利益。

20.5 在本行執行閣下的指示之前，閣下將會作出本行(在接納閣下的指示之時或之後)合理所需的一切事宜。

- 20.6 本行在接獲所有必要的指示、資金、財產及文件之前無須行事，但仍可如此行事。如果本行如此行事，本行可徵收利息及費用，並且可終止或結束任何交易(包括存款)，費用由閣下負擔。本行在接到閣下的指示時，可從閣下的賬戶扣除款項，或在閣下的賬戶「凍結」本行合理估計執行閣下的指示所需金額的資金及財產。假如本行不如此行事，或本行本着真誠作出或遺漏任何事情，則本行的權利不會受到影響。
- 20.7 閣下只會使用本行的服務作合法用途。
- 20.8 當本行認為，為保障本行的利益起見屬有需要時，本行可(但無義務)暫停或凍結任何服務或賬戶。如果本行得悉閣下已被提出破產或清盤的呈請，或已召開會議考慮閣下的清盤決議案，或閣下的合夥商號已被解散，或根據任何法律進行任何類似法律程序，或任何第三方申索或閣下已身故或精神上無行為能力，或本行真誠地認為就閣下的賬戶而言有任何不合常規之處，則本行可凍結閣下的賬戶。
- 20.9 閣下將(如有需要)取得及保養合適的儀器、設施及連接(包括電腦、軟件及通訊連接)以使用服務，閣下使用某項服務產生的一切電話、互聯網服務及其他收費用由閣下承擔。
- 20.10 本行可於任何時間向閣下追討任何錯誤支付的款項。
- 20.11 閣下不可未經本行事先同意而出讓、轉讓或閣下的賬戶或與本行訂立的任何交易，或對該賬戶或交易設定產權負擔。
- 20.12 本行的權利不因閣下的身故、失去法定能力、破產或清盤而受影響。在本行收到閣下身故或失去能力的通知後，閣下的賬戶只可由閣下的個人或其他法定代表於出示本行要求的證明下才可操作。
- 20.13 如果閣下的帳戶有多個持有人：
- (a) 所有賬戶持有人的義務是連帶和各別的；
 - (b) 由閣下的授權代表或閣下的密碼發出的指示對所有賬戶持有人具有約束力；授權代表和簽署安排只能由所有賬戶持有人更改；
 - (c) (除非閣下是合夥企業) 在任何賬戶持有人去世後，賬戶中的任何貸方餘額和財產可在遵守《遺產稅條例》後按照生還者的指示支付或交付；
 - (d) 本行可在不影響其他持有人責任的情況下，與一名或多名帳戶持有人達成妥協、解除債務或進行交易；
 - (e) 向任何一個賬戶持有人發出的通知被視為向全部持有人發出的有效通知；
 - (f) 本行可以將應付給一位賬戶持有人的任何款項記入該賬戶，除非該持有人已向本行發出其他指示；
 - (g) 向閣下的任何一個支付或交付任何物品，即解除了本行對閣下所有人的義務；
 - (h) 閣下中的任何一個都可以通過向本行發送書面通知並抄送給閣下中的其他人，凍結賬戶。該帳戶只能由閣下所有人重新啟動；及
 - (i) 賬戶只能根據閣下的授權簽署安排關閉。
- 20.14 如果閣下是合夥商號：
- (a) 對閣下合夥協議的限制概不會對本行構成任何約束力，而閣下的賬戶將受本行的文件規管；所有合夥人(不論是一般、特別或限責合夥人)將各別和連帶地承擔責任；
 - (b) 若有新合夥人加入，閣下將會向本行發出新委託書。除非以書面明文解除，否則離任合夥人將繼續承擔法律責任；
 - (c) 即使已通知閣下的合夥商號的組成有任何變動或解散，其餘合夥人仍將具全權以任何方式處理閣下的賬戶。本行可以相同名稱為新公司開立賬戶，並且不經查詢為新公司收取指定給予舊公司的任何款項；及
 - (d) 閣下當中任何一人一旦身故，賬戶結餘將屬於原來合夥人及歸彼等的產業所有。
- 20.15 如果閣下代另一位人士持有賬戶，閣下除了須承擔該名人士對於賬戶的責任外，也須各別和連帶接納對於閣下賬戶的個人責任。閣下確認閣下獲全面授權開立、操作及結束該賬戶。閣下須彌償本行涉及該賬戶的任何交易所產生的任何法律責任、損失或開支。
- 20.16 如果閣下的賬戶是信託賬戶，閣下確認閣下獲全面授權根據信託開立、操作及結束賬戶而不受限制。
- 20.17 在不影響其他通訊方式的情況下，在本行於香港的辦事處或在本行的網站上張貼的或發送到本行記錄中閣下的最新地址、電郵地址或傳真號碼的任何通訊，如以在本行的辦事處或在本行的網站上張貼或留交上述地址，則視作閣下收到，或如以電郵或傳真作出，則視作閣下於發件時收到，如以郵寄方式作出，則視作閣下在寄出後2天收到，如寄往海外地址，則視作閣下在寄出後7天收到，即使退件亦然，及即使收件人身故或失去能力亦然。本行在閣下的電話錄音系統中留下的任何口訊(不論閣下實際上是否有收聽該口訊)，將視作閣下在本行留下口訊時收到。任何與本行的通訊，只在本行實際上收到後方才生效。
- 20.18 本行可出讓或轉讓本行的所有或任何權利及義務。
- 20.19 本行的權利是累積性的，可多次行使及並不排除法律規定的任何權利或補救方法。
- 20.20 本行任何權利的未能行使或延遲行使並不構成豁免，而本行任何權利的單次或部分行使將不會妨礙本行進一步行使該權利或任何其他權利。
- 20.21 如果適用於任何服務的任何條款或條件或其任何部分為無效，所有其他條款及條件仍具十足效力及作用。
- 20.22 除另行明示議定外，適用於每項服務的條款及條件及與閣下進行的所有交易均須受香港特別行政區的法律管限。雙方均接受香港法院的非專屬性司法管轄權管轄。
- 20.23 閣下將負責就本行為閣下處理的交易提交稅務和其他申報表和報告。
- 20.24 如有必要，閣下將自費獲得並維護合適的設備、設施和連接(包括電腦、軟件和通信連接)以使用本行的服務。閣下負責所有電話、互聯網服務和其他因而產生的費用。
- 20.25 為加強本行對非法稅務活動的打擊力度，並符合法律及合規方面對偵查、調查和預防洗錢、恐怖主義融資、逃稅、欺詐或任何規避或違反任何這些事項相關法律的行為及活動的要求，本行將採取所有必要的行動，包括但不限於為此目的而對閣下和閣下的交易進行定期檢查、監控和審查。閣下確認及瞭解閣下的稅務狀況將受到此類檢查和監控。
- 20.26 所有條款及條件的英文版本均凌駕中文版本。中文版本僅供參考。

21. 美元/歐元/人民幣結算

- 21.1 閣下確認知悉，香港的美元、歐元及人民幣結算系統的操作將分別受其各自的結算所規則與操作程序(可不時予以修改)所規限。
- 21.2 閣下同意，對於由香港金融管理局真誠地，或由與任何上述結算所有關的任何其他各方，或由任何其他人士在任何結算所或結算設施或其任何部分的管理、營運或使用(包括交收機構、結算設施或任何成員的終止及/或暫停)方面所作出或所遺漏作出的任何事宜而直接或間接不論以何種形式引起或導致，亦不論類型或性質為何的任何申索、損失、損害或開支(包括業務損失、喪失商業機會、利潤損失、特殊或間接或相應而生的損失)(即使香港金融管理局已知道或理應已知道可能存在該等申索、損失、損害或開支)，香港金融管理局對閣下或其他人士不負

有任何職責或招致任何法律責任。

22. 獨立通知

- 22.1 香港聯合交易所有限公司盡力確保所提供的資料準確可靠，但香港聯合交易所有限公司及本行並不擔保任何資料的準確性或可靠性，亦不會對任何因該等資料不準確或遺漏所引致的損失或損害負上任何法律責任(不論屬侵權法、合同法或其他性質的法律責任)。

23. 投訴

- 23.1 賬戶持有人若有任何投訴可以書面向本行在香港任何的辦事處提出，該等投訴必須清楚列明賬戶持有人的身份、賬戶持有人的賬號、地址及投訴的明確性質。

B. 往來賬戶

1. 如閣下沒有遵守以下各項，本行不負責任何損失：
 - (a) 請用中文或英文以不能擦除的墨水筆或原子筆填寫支票。
 - (b) 閣下將小心妥當地填寫支票，更勿以可易於更改、方便欺騙或偽冒的方式或方法填寫支票。在填寫金額時，將大寫及數字每個字盡量緊密及靠左邊填寫，勿留有空間可作加插。在大寫金額後加上「正」字。只用阿拉伯數字填寫銀碼。在支票下方的空間是供本行使用，應予留空。
 - (c) 請以閣下的全簽確認任何更改，本行不負責因不易察覺的更改所造成的損失。如果閣下在開出支票時沒有採取合理的謹慎措施，或者如果閣下開出支票的手段或方式可能有助於更改、欺詐或偽造，閣下將對所有損失負責。
 - (d) 抬頭人為收款人或其指定人士的支票，應付款予該位人士或獲其背書支票的另一位人士。「劃線」支票將不會以現金向持票人支付，而「不記名」支票則可向任何向本行提交支票的人士支付。為保障閣下，請在所有非閣下親自送遞的支票上刪除「或持票人」並在支票上劃線。請勿在空白的支票上預先簽名。
 - (e) 請將一份填妥及簽妥的支票簿申請表格遞交本行以申請新支票簿。本行可酌情拒絕發出支票簿。
 - (f) 本行可將支票簿親自送遞給閣下，或交給支票簿申請表格的持有人，或按照閣下的指示寄給閣下，風險由閣下承擔。請確保閣下的郵寄地址正確無誤，並可以通過郵件安全地接收支票簿。
 - (g) 收到新支票簿後，請檢查支票序號、賬戶號碼、閣下的列印姓名及支票頁數。如有任何不妥當情況，請盡快通知本行。
 - (h) 請將閣下的支票簿鎖好。
2. 如果閣下擬停止付款，請通知本行該支票的詳細資料。如遺失任何支票(不論是否屬已經簽署、空白或支票簿)，請立即通知本行。如閣下要求停止付款或報告遺失支票後，在本行未有合理機會按閣下的要求行事之前所支付的款項，本行概不負責。閣下須對本行就閣下所取消的任何支票的停止付款所引起的任何申索、法律責任或損失或合理支出，對本行作出彌償。
3. 對於錯誤填寫、經更改而沒有閣下全簽、經切割或註明未來日期或過期的支票，本行可將該未付款的支票退回並收取費用。
4. 作為代收行，本行無需就任何未支付和退還給閣下的支票向閣下發出任何通知。
5. 如果多張支票同時兌付，本行可酌情決定兌付次序而無須承擔法律責任。
6. 即使閣下的賬戶將出現透支或超過透支額，本行仍可兌現支票。對於被拒付的支票，本行可徵收費用。本行將於閣下未有預設信貸服務的賬戶被透支時，迅速通知閣下並告知閣下有相關的費用及收費。
7. 閣下不可未經本行事前同意而透支閣下賬戶或提取超過協定的透支額。透支安排乃由本行酌情決定是否批出。利息及收費將按本行不時釐定的利率及方式收取。本行可隨時削減、取消、暫停或增加透支信貸設施，或要求立即償還所有尚欠款項及利息。
8. 本行可酌情決定支票最高可提取的金額。
9. 本行可拒絕支付任何在結束閣下的賬戶後提交的支票而不負任何法律責任。
10. 閣下在賬戶結束時應即將所有未用的支票退回本行。
11. 閣下同意：
 - (a) 由閣下所開出並且已兌付的支票，在以電子形式記錄後，可以由代收銀行或香港銀行同業結算有限公司(「同業結算公司」)在與結算所運作有關的規則所載期間保留，而在此期間後，有關支票可以被代收銀行或同業結算公司(視屬何情況而定)銷毀；及
 - (b) 本行獲授權根據第11(a)段的條款，與(除其他各方外)代收銀行及同業結算公司訂立合約。
12. 利息逐日累算。如果閣下的透支賬戶的計值貨幣單位為：
 - (a) 港元、英鎊、新加坡幣，本行將按照一年365天累算利息；
 - (b) 任何其他貨幣，本行將按照一年360天(或本行選擇的另一基準)累算利息。
 - (c) 利率會不時按市場的波動情況進行調整(由本行決定)，有機會出現負利率的情況。當出現負利率時，有關利息將於賬戶內扣除。
13. 未結算款項不會計入透支安排的未動用部分。
14. 本行可容許進行不出示支票的情況下進行交易。
15. 如果閣下的賬戶是結單賬戶，本行將每月或按本行確定的時間間隔向閣下發送一份賬戶結單。
16. 無運作帳戶的交易可能會受限制。

C. 儲蓄賬戶

1. 利息的利率(如有)由本行決定，並按本行決定的時間存入閣下賬戶。
2. 利息逐日累算。如果閣下儲蓄賬戶貸方記帳結餘的計值貨幣單位為：
 - (a) 港元、英鎊、新加坡幣，本行將按照一年 365 天累算利息；或
 - (b) 任何其他貨幣，本行將按照一年 360 天(或本行選擇的另一基準)累算利息。
3. 利率會不時按市場的波動情況進行調整(由本行決定)，有機會出現負利率的情況。當出現負利率時，有關利息將於賬戶內扣除。
4. 本行可容許以轉賬申請書或相等/類似的授權信件或其他雙方同意的方式的情況下進行交易。
5. 如果閣下的賬戶是結單賬戶，賬戶結單將於每月或本行所訂定的期限寄發予閣下。

6. 如果閣下的賬戶結餘少於本行規定的最低金額，或如果閣下的賬戶在本行告知的一段時間並無運作，本行可收取合理費用或採用零利率。無運作賬戶的交易可能受到限制。
7. 本行可按照市場慣例就貸方記帳結餘徵收費用。如果賬戶在本行不時設定的期限內結束，本行可收取合理費用。

D. 定期存款

1. 定期存款可按由本行所決定並在本行發出的存款確認書/月結單所註明的貨幣、最低款額及期間存入。
2. 港元存款可以即日開始生效。以另一貨幣作出的存款可能須預先在兩個銀行營業日前通知。
3. 存款將以本行發出的存款確認書/月結單作為證明。本行可能要求閣下交回在完好狀況下的確認書正本，以提取存款。每次續期會發出一張新的存款確認書或自動續期結單。請小心細閱存款確認書/月結單/交易入賬記錄，如有任何錯誤，請立即通知本行。
4. 除本行按酌情決定外，未到期的存款不可提取。提取未到期的存款可能不獲計給利息，及可能須收取費用，金額由本行決定。
5. 定期存款及其利息於期滿支付。如提取外幣存款，須於提取前兩個銀行營業日通知本行。如閣下未有給予本行提款或續期指示，本行將酌情決定是否在期滿後給予利息，利率則由本行決定。
6. 存款的利息只會在到期時支付，並根據本金款額及按照議定利率由存款生效日至到期日(但不包括到期日當日)的日數計算。
7. 如果存款原應在非銀行營業日到期，存款可在下一個銀行營業日支付。
8. 掉期存款將以約定的貨幣(第一種貨幣)與利息一起存入和償還。本行會將本金兌換成另一種貨幣(第二種貨幣)，對兌換後的金額計算利息，並在到期時將金額和利息按約定的遠期利率重新兌換成第一種貨幣進行償付，而不會以第二種貨幣償還任何金額。續期將僅以第一種貨幣進行。
9. 如果閣下同意通過在指定日期存入特定筆數款項來存款，除非閣下已按時存入所有款項，否則本行無需支付利息。如果任何指定日期是非營業日，則有關款項應在本行的前一個營業日存入。
10. 本行可以(但無義務)就已到期但未被續期或提取的存款，按本行的儲蓄賬戶利率或由本行所釐定的任何其他利率支付利息，或按在續期日營業時間結束時本行就同類存款所報出的利率，按相同期限為存款續期。須予自動續期的存款將在續期日營業時間結束時按本行就同類存款所報出的利率計息。

E. 電子結單 / 電子通知書服務

1. 閣下必須在下列情況下方可時刻獲得提供電子結單/電子通知書服務(“該服務”)：
 - (a) 擁有一個於任何相關時間均具足夠容量可接收電子通訊的有效及最新的電郵地址；或
 - (b) 擁有一個可接收及閱讀電子結單的流動裝置或電訊設備，以上情況均可由本行不時決定。
2. 本行將以穩妥的方式發送結單至閣下的指定電郵地址。根據該服務發送或重新發送至閣下的電郵地址(視屬何情況而定)的結單，即視作已交付予閣下，閣下有責任經常及定期檢查閣下的電郵地址以獲取有關通知。
3. 如閣下已登記使用該服務，除非另有規定，否則本行將不再以郵遞或其他方式將相應的書面結單及通知書發送至閣下的郵遞地址。不論閣下是否已查核及/或儲存該等內容及紀錄，有關內容及紀錄將對閣下具約束力。本條款不擬亦不會取代或替代規限閣下的賬戶及閣下使用本行所提供的其他產品及服務的現有一般條款及條件。本條款應被視作對該等一般條款及條件作出增補。本條款與其他條款及條件如有不符或抵觸，在涉及該服務的情況下，概以本條款為準。
4. 若閣下就閣下的賬戶完成登記使用該服務，即表示閣下同意及接受以電子方式接收該賬戶已提供或將會提供的電子結單/電子通知書。
5. 若閣下所登記使用該服務之賬戶所提供的電子結單/電子通知書需要閣下進行確認/回覆，閣下同意自行下載、儲存及列印有關文件並在合理時間內回覆本行。
6. 在閣下已登記使用該服務的期間內，閣下可另行要求收取相應的書面結單/通知書，但在任何時間，閣下均需就提出該要求而繳付本行不時釐定的服務費用。
7. 閣下保證，基於該服務或與此相關而向本行提供的所有資料在所有相關時間均屬完整、準確及最新的資料。此等資料(包括但不限於閣下的電郵地址及電話號碼)如有任何更改，閣下承諾會在切實可行的範圍內盡快通知本行。
8. 閣下同意及時開啟、閱讀或取用及小心審閱及審查所有電子結單/電子通知書，並盡速通知本行由於任何原因(包括但不限於偽造、詐騙、缺乏授權、閣下的疏忽或任何其他人士的疏忽)而引致的任何錯誤、差異、未經授權的交易或其他不當情況(「錯誤」)。
9. 閣下同意電子結單/電子通知書對閣下與本行而言乃為電子結單/電子通知書上所顯示之資料的確切證據，且該等電子結單/電子通知書應對閣下具約束力。除非閣下在本行已將結單/電子通訊發送至閣下的電郵地址後90天內(對所有電子結單/電子通知書而言)通知本行任何上述錯誤，否則閣下即被視為已同意放棄提出反對或對本行追究任何補償的任何權利。
10. 閣下明白互聯網、流動電話及電郵服務可能涉及若干資訊科技風險及出現中斷。
11. 任何電訊公司(不論是否由本行指定)就提供或維修該服務有關的電訊設備而收取的任何費用、收費或開支，概由閣下本人承擔。
12. 倘本行認為本行首次發出的任何結單未能送達給閣下，本行可按本行不時釐定的重發程序(如有)向閣下的電郵地址重新發送結單。如本行認為向閣下的電郵地址進一步發送或重發的結單未能送達給閣下，本行可以全權酌情決定按本行認為合適的方法向閣下作出相關通知，而閣下必須遵從本行在該等通知中註明的任何指示。本行可以(但無義務)向閣下最後在本行登記的郵寄地址發出該等電子結單/電子通知書的相應結單或通知書。本行亦可全權酌情決定，在日後停止發送上述電子結單/電子通知書，甚或所有其他電子結單/電子通知書，以及本行可自行決定如何處置此等電子通訊，包括但不限於將之從本行的系統及記錄中刪除或移走。
13. 閣下可根據本行不時釐訂的方法，最少於3個營業日通知本行終止由本行提供的該服務及任何其他有關的服務(如適用)。

F. 人民幣賬戶

1. 一般
 - (a) 客戶於本行香港辦事處開立人民幣存款賬戶，不可於本行內地分行提存。
 - (b) 本行不提供人民幣跨境透支服務。
 - (c) 人民幣存款利息計算以一年360日為基礎。
- 1.1 閣下：

- (a) 須遵守適用於有關閣下類別的客戶或有關閣下賬戶類型的賬戶的人民幣服務的香港或中國大陸的一切法律、香港或中國大陸的任何監管機構或其他當局的一切規例及其他規定。例如，閣下須確保透過其賬戶匯進匯出中國大陸的匯款遵守中國大陸的適用法律、法規及規則，並取得中國大陸當局要求的有關閣下匯款的任何批准。如果匯款被拒絕，收費仍須支付；
- (b) 須在本行規定的時間內，提供本行可能需要的與閣下賬戶及交易相關的一切資料及文件；
- (c) 須遵守本行就有關閣下類別的客戶或有關閣下賬戶類型的賬戶的人民幣服務而不時適用的一切規則、條款及規定；及
- (d) 同意，不同的限制和要求，可以適用於不同類別的客戶或不同類型的賬戶。

1.2 本行可：

- (a) 在通知或無須通知閣下的情況下，採取任何行動以遵守有關香港人民幣交換及結算服務的交換/結算機構、本行經營人民幣交換及結算服務所透過的位於中國大陸的任何代理銀行，或香港或中國大陸任何監管機構或其他當局作出的任何規定；
- (b) 向上文(a)段提及的任何機構提供有關閣下、其賬戶及交易的任何資料；
- (c) 在無須說明理由及無須承擔責任的情況下，延遲或拒絕執行閣下的任何指示或接受任何人民幣存款；及
- (d) 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，或施加任何條件或限制，無論任何該等行動是否適用於本行的任何其他客戶。

1.3 本行按其全權酌情決定提供人民幣與其他貨幣之間兌換服務。

G. 信貸設施

- 1. 應閣下要求，本行可根據閣下資產價值提供各類信貸設施以配合閣下的財務需要。本行可要求閣下簽署相關文件予本行作信貸服務審批之用途。本行可酌情向閣下或為閣下的賬戶提供信貸設施。各項條款及細則之詳情，請參閱相關之貸款文件。

H. 電子支票存票服務

1. 適用性及定義

- 1.1 第I部分B節（往來賬戶）中的條文、第I部分F節（人民幣賬戶）中的條文及本條款中的其他條款，凡內容相關的且不與本部分條文不一致的，均適用於電子支票及本行的電子支票服務。

1.2 就電子支票服務為目的，下列詞語具下列定義：

- (a) 「匯票條例」指香港法例第 19 章《匯票條例》，可被不時修訂。
- (b) 「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。
- (c) 「存入途徑」指本行不時提供用作出示電子支票以求存入的任何途徑。
- (d) 「電子證書」是指由票據結算所不時為發行電子支票而認可的證書，該證書由本行認可的證書頒發機構簽發。
- (e) 「電子支票」指以電子紀錄（按香港法例第 553 章《電子交易條例》定義）形式簽發的支票（包括銀行本票），附有電子支票或電子銀行本票（視情況適用）的正面及背面影像。電子支票可以港幣、美元及人民幣簽發。
- (f) 「電子支票存票戶口」指用於電子支票存票服務的用戶帳戶，每個用戶在使用電子支票存票箱將電子支票存入收款人銀行帳戶之前必須在結算所登記有關戶口。本定義可根據電子支票存票服務條款不時修訂。
- (g) 「電子支票存票服務」指由結算所提供接受出示電子支票的電子支票存票服務，但電子支票存票服務使用者必須先跟結算所登記電子支票存票服務戶口，方可出示電子支票以存入收款人戶口，本定義可根據電子支票存票服務條款不時修訂。
- (h) 「電子支票存票服務條款」指由結算所不時指定的條款及細則，以規管由結算所提供的電子支票存票服務的使用。
- (i) 「業界規則及程序」指結算所及銀行業界就規管電子支票的處理而不時訂定及 / 或採用的規則及運作程序。
- (j) 「收款人銀行」指收款人戶口所在的銀行。
- (k) 「收款人戶口」就每張使用電子支票存票服務出示以存入的電子支票而言，指該電子支票將被存入的收款人的銀行戶口，而該戶口可以是收款人的個人名義戶口（包括以組織名義開立的戶口）或收款人的聯名戶口。
- (l) 「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。
- (m) 「閣下」指本行向其提供電子支票服務的每位客戶，如文義允許，包括不時獲客戶授權為客戶簽署電子支票的任何人士。

2. 電子支票存入服務

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

2.2 電子支票存票服務

- (a) 電子支票存票服務由結算所提供。就閣下使用電子支票存票服務，閣下受電子支票存票服務條款約束。閣下須自行負責履行電子支票存票服務條款下的責任。
- (b) 為使用電子支票存票服務，電子支票存票服務條款要求閣下登記電子支票存票服務戶口連同一個或多個收款人戶口，以供出示電子支票。電子支票存票服務條款容許閣下以閣下同名戶口或閣下同名戶口以外的其他戶口作為收款人戶口登記電子支票存票服務戶口。閣下須就閣下或任何其他人士使用閣下的電子支票存票服務戶口出示的所有電子支票負責（包括任何向閣下同名戶口以外的收款人戶口出示的電子支票）。
- (c) 任何有關使用電子支票存票服務的事宜須按電子支票存票服務條款處理。本行可以（但無責任）向閣下提供合理協助。因本行沒有任何使用電子支票存票服務存入的電子支票的電子紀錄或影像，如閣下要求，本行可以（但無責任）提供使用閣下電子支票存票服務戶口存入的電子支票日期、電子支票金額、電子支票編號、收款人姓名及任何其他本行同意提供有關該電子支票的資料。
- (d) 本行對結算所是否提供電子支票存票服務及所提供服務的質素、適時度或任何其他事宜均無作出明示或隱含的聲明或保證。除非電子支票存票服務條款另有指明，閣下須承擔有關使用電子支票存票服務的責任及風險。閣下或任何其他人士因使用電子支票存票服務或與其有關的服務，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責。

- 2.3 本行的存入途徑：本行可不時指定或更改 (i) 可用的存入途徑而無須通知；及 (ii) 任何存入途徑的條款。閣下須對使用本行的存入途徑，通過閣下的收款人銀行賬戶，並由閣下或任何其他人士出示的所有電子支票負責。

3 電子支票的處理、相關風險及本行的責任

- 電子支票的處理：閣下須明白本行及其他銀行須根據業界規則及程序處理、辦理、出示、支付、收取、交收及結算由閣下或是向閣下簽發的

電子支票。因此，即使匯票條例未明確指定電子支票出示的方式，或可能指定其他的支票出示方式，本行有權為閣下收取電子支票。

- 3.1 按業界規則及程序，向付款人銀行出示任何向閣下簽發的電子支票，以收取款項。
- 3.2 本行責任的限制：在不減低本條款效果的情況下：
- (a) 閣下或任何其他人士因使用電子支票服務，或閣下或任何其他人士簽發的電子支票，或通過本行向閣下提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算，或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責，除非任何上述損失、損害或開支屬直接及可合理預見直接且完全由於本行或本行人員、僱員或代理的疏忽或故意失責導致；
 - (b) 為求清晰，現明確如下，閣下或任何其他人士就下列事宜（或任何一項）或與其相關的事宜，而可能引致或蒙受的任何種類的損失、損害或開支，本行無須負責：
 - (i) 閣下或任何其他人士使用電子支票存票服務，或與電子支票存票服務條款相關的事宜；
 - (ii) 閣下未遵守有關電子支票服務的責任，包括提防未獲授權人士簽發電子支票的責任；
 - (iii) 按業界規則及程序出示由閣下簽發或向閣下簽發的電子支票，而無須顧及匯票條例的條文；及
 - (iv) 任何由於或歸因於本行可合理控制情況以外的原因導致未能提供或延遲提供電子支票服務，或導致電子支票服務的任何錯誤或中斷；及
 - (c) 在任何情況下，就任何收益的損失或任何特別、間接、相應而生或懲罰性損失或損害賠償，本行均無須向閣下或任何其他人士負責。
- 3.3 閣下的確認及彌償
- (a) 閣下須接受本行及結算所分別就電子支票服務及結算所提供的服務施加的責任限制及免責條款。閣下須接受及同意，承擔簽發及存入電子支票的風險及責任。
 - (b) 在不減低閣下在本條款提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票服務或閣下使用電子支票服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及本行及本行人員、僱員及代理（或任何一人）可能提出或被提出的所有法律訴訟或程序，閣下須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。
 - (c) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見直接且完全因本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用，並以此為限。
 - (d) 上述彌償在電子支票服務終止後繼續有效。

I. 外匯交易

適用於本條款的本部分的定義見本部分第20條(定義及解釋)。

1. 適用條款

除本行另行同意外，本條款的本部分適用於每項外匯交易。就外匯交易而言，倘若本部分的條文與本條款的其餘條文有任何歧異，則就該外匯交易而言應以本部分的條文為準。倘若本部分的條文與有關外匯交易的確認書中所載條文有任何歧異，則就該外匯交易而言應以該確認書的條文為準。

2. 進行交易

- 2.1 外匯交易：本行可不時在閣下的要求下與閣下進行一次或多次外匯交易(不論是口頭上或以書面或其他形式)。但是，本條款並無任何規定使本行有義務進行任何外匯交易。
- 2.2 待行指令：閣下可要求本行按閣下設定的某個匯率與閣下進行外匯交易。本行收到並確認的每項上述要求將僅生效至在該要求中所指定並由本行同意的時間。
- 2.3 確認書：本行將向閣下發出確認書列明每項外匯交易的詳情。閣下承諾審閱每份確認書並同意，如閣下沒有在確認書日期後7個營業日內發出通知反對確認書內容，則應視為閣下放棄就該確認書提出異議的任何權利，而於確認書中的條款將視為具終局性及對閣下有約束力。
- 2.4 被授權人：閣下的被授權人有全權代表閣下在各方面行事，包括代表閣下訂立外匯交易，並代表閣下就任何外匯交易向本行給予指示。如本行同意，對於任何通過電話或其他方式發出的指示，任何閣下的簽字安排將不適用(祇要該指示不涉及提供被授權人的簽名)，而本行有權執行任一被授權人的指示。

3. 單一協議

所有外匯交易、作為外匯交易證明的確認書以及本條款中適用於外匯交易的條款（包括但不限於本部分）應構成本行與閣下就上述各項之標的的單一協議（「該協議」）。

4. 外匯交易結算

- 4.1 可交收外匯交易結算：在可交收外匯交易的結算日：
- (a) 閣下將支付閣下就該交易述明閣下出售或支付的款項；及
 - (b) 本行將支付閣下就該交易述明閣下買入的款項或本行就該交易述明出售或支付的款項，而在每種情況下，均受制於任何適用的先決條件及該協議的其他條款。
- 4.2 [不交收外匯交易結算：在不交收外匯交易的結算日：
- (a) 如結算金額是正數，參考貨幣買方將支付該結算金額予參考貨幣賣方；及
 - (b) 如結算金額是負數，參考貨幣賣方將支付該結算金額的絕對值予參考貨幣買方，而在每種情況下，受制於任何適用的先決條件及該協議的其他條款。
- 4.3 結算金額：對於不交收外匯交易而言，「結算金額」指按下述方程式計算以結算貨幣代表的金額：
- 名义金额 × (1 - 遠期匯率 / 結算匯率)
- 而對於上述方程式而言：

- (a) 「名義金額」指參考貨幣買方同意出售或參考貨幣賣方同意買入的結算貨幣金額；及
- (b) 遠期匯率及結算匯率以每一結算貨幣單位兌參考貨幣數額表示。]
- 4.4 干擾事件的結果：對於任何外匯交易，如干擾事件於定價日或結算日發生，本行有絕對酌情權：
- (a) 在真誠考慮了所有有關資料後決定結算匯率；
- (b) 將結算日延遲至干擾事件停止發生後的第一個營業日，但是倘若干擾事件持續了由本行按市場慣例而決定的連續營業日數目，則結算日將為該等營業日的最後一天；及/或
- (c) 按第7條(提前終止)終止有關外匯交易，猶如平倉事件已發生，而該外匯交易是唯一被終止的外匯交易。在這情況下，本行會計算關於被終止外匯交易的提前終止款項並由有關方按第7.4條(提前終止付款)及第7.5條(計算)支付。
- 4.5 干擾事件定義：對於任何外匯交易，如按本行絕對酌情權決定出現以下事項，即干擾事件發生：
- (a) 本行要通過一般慣用途徑進行涉及有關貨幣的貨幣兌換是或變成不可能、不可行或不合法；
- (b) 發生任何事情使本行不可能、不可行或不合法去將有關貨幣從有關貨幣司法地內的帳戶交付到有關貨幣司法地外的帳戶，或去將有關貨幣於有關貨幣司法地內的帳戶之間交付，或去將有關貨幣交付予有關貨幣司法地的非居民；
- (c) 本行要決定有關貨幣的匯率或要取得匯率的確實報價是或變成不可能、不可行或不合法，或有關貨幣的匯率分成兩個或多個匯率；
- (d) 發生任何情況使本行要通過外匯交易下所指的有關價格或匯率來源去決定有關匯率變成不可能、不可行或不合法；
- (e) 任何外匯交易下所指的有關價格或匯率來源不公佈或不發佈有關匯率；
- (f) 本行履行任何外匯交易變成不可行、不可能或不合法；或
- (g) 本行在履行其於外匯交易下的義務將要承擔重大的增加費用(包括對本行稅務上地位的不良影響)。
- 5. 付款**
- 5.1 付款義務：本行和閣下均須在議定的地方按議定的方式(或如未議定則按本行的指定)支付其在每項外匯交易下所須支付的款項。閣下的付款義務僅在本行於本行不時規定的截止日期之前收到以立即可用資金支付的上述款項時方視為已經履行。
- 5.2 本行義務的先決條件：本行支付外匯交易下之款項的義務以下列先決條件為前提：
- (a) 並無發生或被視為發生任何平倉事件；及
- (b) 閣下已經履行其在該外匯交易下的義務。
- 5.3 已結算資金：閣下向本行支付的款項不得有任何抵銷、反訴、扣減、預扣或附帶任何形式的條件。若閣下須按法律作出任何預扣或扣減，閣下須向本行繳付額外款項，以確保本行所收到的款額相當於如無預扣或減扣其原本應收到的全部款額。
- 5.4 貨幣：閣下向本行支付的款項須以有關債務的貨幣支付。本行所收取以另一貨幣支付的款項只構成在一定限度內解除閣下的債務，該限度是止於本行能夠在切實情況下盡快以所收取的金額購入閣下的債務貨幣淨額。作為一項獨立義務及不論是否有任何判決，閣下將會就任何合理的損失及開支賠償本行。本行只需顯示假如已實際兌換或購買有關貨幣，本行就會招致損失即已足夠。
- 5.5 帳戶貸記/借記：任何由本行在該協議下向閣下的付款可將有關款項支付到任何閣下於本行開立的帳戶。本行獲授權從閣下在本行開立的帳戶扣除閣下應付或尚欠本行的任何款額。
- 5.6 履約金：閣下須不時向本行提供本行所要求的履約金(不論是訂立外匯交易之前或之後的時間)。向本行提供的履約金(不論是存於閣下在本行的帳戶或以定期存款形式持有)均不得在沒有本行的事先書面同意提取。在沒有本行的事先書面同意，閣下不得轉讓、抵押、處置或以其他形式處理履約金。在不影響本行在第11條(抵銷及整合)的權利下，本行可在任何時間以履約金抵銷及/或支付閣下對本行的責任及債務(不論是現有存在的或是或然的)。本行被授權將履約金以兌換率兌換以作抵銷及/或支付。
- 6. 淨額結算**
- 如本行通知閣下「淨額結算」將會適用，一方於任何一日在一項或多項外匯交易下到期的付款可用另一方在該外匯交易下到期的付款以相同的貨幣於同日予以抵銷。因此，於該日將僅須支付一方以某一特定貨幣到期應付給另一方的淨額。
- 7. 提前終止**
- 7.1 平倉事件：下列每一事件或情況均為平倉事件：
- (a) 閣下無力償債或未能支付其到期債務；
- (b) 已就有關閣下的清盤、解散、破產、管理、重組、了結債務安排、債務償還安排或其他類似資助而採取任何行動、法律程序或其他程序；
- (c) 對於閣下已被委任受託人、接管人、清算人、管理人或其他類似官員或其資產的全部或任何實質部份已被有抵押債權人佔有；
- (d) 閣下沒有支付該協議下應付或到期的金額，或閣下不能妥為按本行在該協議下的要求提供任何履約金或押品(或額外履約金或押品)；
- (e) 閣下沒有履行其在該協議、或任何其他協議(不論任何性質)下對本行的任何義務；
- (f) 閣下廢除或卸棄該協議、任何外匯交易或者閣下與本行之間的任何其他交易(不論是否在該協議下)；
- (g) 針對閣下出現任何性質的法律訴訟；
- (h) (若閣下為或包括個人) 閣下死亡或變成精神上無行為能力；
- (i) 本行認為出現了對以下方面不利變化的事件：(i) 閣下的業務、營運、財產、情況(不論是在財務方面或其他方面)或(ii)閣下履行其於任何外匯交易或該協議或與本行其他協議的能力；
- (j) 任何一方或雙方履行該協議的任何條款成為不可能或非法的；或
- (k) (i) 閣下的借款債務因任何違約事件(不論怎樣形容)變成或在要求下可變成要提前到期及支付；(ii) 閣下不能支付借款債務；(iii)任何由閣下給予的任何押品變成可強制執行；或(iv) 閣下不能就借款債務所提供的擔保及/或賠償書支付款項。
- 7.2 本行額外的終止權：本行可在任何時間以其獨自酌情權決定提前終止所有尚未履行的外匯交易(及所有閣下對外匯交易的常設指令或指示)，不論本條款的本部分或其他協議(包括確認書)的其他條文，亦不須對閣下承擔責任。如本行作出此決定，平倉事件會被視為已發生。
- 7.3 提前終止日：如平倉事件在任何時間已經發生或被視為已發生，本行可給予閣下通知，指定某一日期為所有尚未履行的外匯交易(或在第4.4(c)條(干擾事件的結果)的情況下，受干擾事件影響的外匯交易)的提前終止日。被指定了提前終止日的外匯交易會於該日終止。自提前終

止日起, 除按第7.4條(提前終止付款)規定外, 被終止的外匯交易下的付款不用支付(不論該付款是否在提前終止日前已是應付的)。

7.4 提前終止付款:

- (a) 應付提前終止款項, 該款項(按本行決定)等於 (a) 每一宗被終止外匯交易或一組被終止外匯交易的結算款項(正數或負數)與欠本行的未付款項總和減 (b) 欠閣下的未付款項, 所有款項均以終止貨幣等值額表示。如提前終止款項是正數, 閣下會將其支付予本行。如提前終止款項是負數, 本行將向閣下支付該金額的絕對值。
- (b) 本行將真誠地決定結算款項。每筆結算款項將於提前終止日或在提前終止日之後商業上合理的日子決定。
- (c) 在決定結算款項時, 本行可考慮任何相關資料, 包括由定期進行類似交易的第三方所提供的替換交易報價(確定的或指示性的), 市場數據或內部資料。本行可在不重複計算的前提下, 包括融資成本及就本行終止或重建與被終止外匯交易有的任何對沖安排所產生的合理損失或費用(或因此產生的任何收益)。
- (d) 在決定結算款項時, 不會包括未付款項及第8條(費用與開支)所述閣下應付款項。

7.5 計算: 在提前終止日後合理切實可行的情況下, 本行會計算提前終止款項並向閣下發出一份結單述明應付的提前終止款項。提前終止日的提前終止款項須在列明須支付款項的結單日子支付, 支付金額須連同自提前終止日(包括該日)起至支付金額當日(不包括該日)止的終止貨幣利息(不論是否已在獲取予判令之前或之後)。

7.6 事前估計: 雙方同意根據第7.4條(提前終止付款)可追索的金額是一項合理的事前估計損失而並非一項罰金。該金額是針對日後風險的應付買賣損失及保障損失。除本條款的本部分另行規定外, 就被終止外匯交易的終止, 任何一方將無權追索任何額外損害賠償。

7.7 抵銷權: 倘若本行根據第7.4條(提前終止付款)應向閣下支付任何款項, 本行有選擇權將該款項減少, 以抵銷閣下應付給本行的任何其他款項(「其他款項」)(不論是否根據該協議引起的、到期或待確定的, 而且不論其負債的貨幣、支付地點或記帳地點)。為此目的, 本行可按兌換率將其他款項(或其相關部份)兌換為終止貨幣。本條款並不影響且為附加於本行於任何時候另行有權享有的任何抵銷權、帳戶合併權、留置權或其他權利(不論是藉法律的施行、合約或其他方式)。

7.8 決定性的結算: 本行發出之列載本行根據第7.4條(提前終止付款)應付款項之計算方法和金額結單應是決定性的, 並對閣下有約束力。

8. 費用和開支

8.1 支付費用: 閣下須就本行在該協議下的有關交易按本行不時通知閣下的收費率、款額和方式向本行支付費用、佣金及收費。

8.2 費用彌償: 閣下須向本行彌償本行就該協議下交易而合理招致的一切損失、合理費用和開支(包括按完全彌償基準的法律費用), 包括本行因下述情況而招致的一切損失、合理費用和開支:

- (a) 履行、完成或強制執行或保護該協議或該協議下交易的權利;
- (b) 擬備、簽署或修改與該協議或該協議下任何交易的任何文件; 或
- (c) 閣下不能妥善及準時地履行其在該協議下及該協議下交易的責任。

9. 利息

9.1 提前終止款項利息: 如本行對閣下就提前終止日應付提前終止款項, 該款項的利息按本行的資金成本(由本行真誠決定)累計。如閣下對本行就提前終止日應付提前終止款項, (i) 對於由提前終止日起至根據第7.5條(計算)就提前終止日所發出述明應付款項結單的日期止的期間, 該款項的利息按本行的資金成本(由本行真誠決定)累計, 而(ii)對於之後的期間, 該款項的利息按8.5%年利率加本行最優惠利率或本行資金成本(以較高者為準)。

9.2 違約利息: 本行可就閣下於到期日未付的任何款項收取違約利息(其利率和計算基礎由本行不時決定)。閣下就逾期未付款項支付違約利息的義務應持續直至閣下欠本行的一切款項全數償還為止。除另行規定者外, 任何到期未付款項的適用違約利率是8.5%年利率加本行最優惠利率或本行資金成本(以較高者為準)。

10. 擔保物

在本行的要求下, 閣下必須:

- (a) 立即提供本行本身認為在形式及價值上足夠擔保閣下對本行在該協議下責任及債務的擔保物或額外擔保物; 及
- (b) 簽署及向本行提供就閣下資產的擔保文件, 其形式及實質上均是本行滿意的並符合本行的要求所述明的。

11. 抵銷及整合

11.1 帳戶抵銷: 本行可隨時無須給予通知而將閣下於本行、其附屬公司、關聯或控股公司的所有帳戶合併或整合, 並將閣下有權(單獨或聯名)的任何結餘用於清償閣下尚欠本行的任何債務(無論是否到期、實際、未來、或有、未清算或不確定的), 不論其為何貨幣、付款地點或本行透過其行事的分行在何處。

11.2 抵銷權: 本行可以隨時無須給予通知或提出要求, 以本行欠閣下的任何債務(不論是否到期)抵銷閣下尚欠本行的任何債務, 無論其付款地點何處、透過那間本行分行或以任何債務的貨幣。

11.3 外幣: 本行獲授權按兌換率購買所需的任何其他貨幣, 以應用上文第11.1條(帳戶抵銷)中所述帳戶結餘。倘若以上第11.2條(抵銷權)中所述債務為不同貨幣, 本行亦獲授權按兌換率將任一債務兌換為該不同貨幣以行使其抵銷權。

11.4 未經算定的金額: 倘若以上第11.1條(帳戶抵銷)和第11.2條(抵銷權)的任何負債未經算定或不能確定, 本行可抵銷一筆其本著真誠估計為該負債的金額。

12. 電話錄音

閣下同意, 本行可將本行與閣下(包括各方的任何董事、高級職員、僱員、代理人或代表)之間的電話談話進行錄音。閣下進一步同意, 任何該等錄音可就任何與該協議或任何外匯交易有關之目的而提交任何法院或在任何正式的程序中提交作為證據。

13. 披露

13.1 同意披露資料: 本行獲授權不時將所有關於閣下的帳戶及與本行的業務來往的資料披露及轉移予所有或任何以下人士:

- (a) 本行的控股公司或本行的任何辦事處、分行、關聯公司或關聯人士或該控股公司的任何附屬公司或關聯公司；
- (b) 就本行業務營運提供任何形式服務的代理人、承包商或第三方服務提供商；
- (c) 任何對本行就閣下帳戶或任何本行服務或授信權益的實際或建議參與人或附屬參與人或承讓人或約務更替人。
- 13.2 法律允許的披露：閣下亦同意，若任何司法管轄地之法律、法規、法庭命令或任何監管機構要求或允許，則本行可披露閣下的任何資料。
- 13.3 向擔保人披露：閣下同意並明白，本行可就閣下對本行的義務及責任向任何實際或可能的擔保人或押品提供者提供任何下列資料/文件：
- (a) 關於閣下的任何財務資料；
- (b) 有關顯示所保證或擔保債務的合約的副本或摘要；
- (c) 發給閣下的任何正式還款要求的副本；及
- (d) (在保證人或擔保人的不時要求時)發給閣下的最新賬戶結單或其他顯示閣下財務情況及/或與閣下的交易的其他資料。
- 13.4 個人資料：若閣下並非有限公司，關於閣下任何個人資料的使用、披露目的及可予以披露的人士，本行可按其不時向閣下提供的結單、通告或通知所述關於本行使用及披露個人資料的政策行事，而有關個人資料可用於配對程序 (定義見《個人資料(私隱)條例》)。若閣下是一家有限公司，閣下聲明代表有關人士向本行提供的所有個人資料(a)均藉合法的方法收集；及(b)閣下所知的所有要項上均為準確。閣下同意確保，就本行收集及由閣下提供予本行的所有相關個人資料，已從該等人士取得所需的同意，且該等人士知悉本行可以不時通過閣下提供給該等人士《關於個人資料(私隱)條例》(“條例”)致資料當事人(包括客戶)的通知中所載目的，並根據本行對使用及披露個人資料的政策去使用、轉移或披露該人士的所有個人資料和資訊，而該等人士知悉他們可擁有要求查閱及更改本行持有其資料的法律權利。
- 14. 組織改變**
- 即使閣下或本行透過合併、整合、重組或其他方式發生任何變化，閣下提供或承擔的一切協議、押品及義務繼續有效並具有約束力。
- 15. 合夥商號**
- 15.1 閣下為合夥形式：凡閣下由多名合夥人組成，在文意許可的情況下，提述閣下時包括提述當其時組成閣下的人。
- 15.2 合夥商號的組織變更：倘若閣下是合夥商號，即使該合夥商號的組織、名稱或成員變更或發生任何可能解散合夥商號或以其他方式影響其對本行之義務的任何事件，由閣下簽署給本行的該協議及任何檔應繼續對合夥商號具有約束力。
- 15.3 合夥人去世或退休：倘若任何合夥人去世或退休，該合夥人或其遺產對本行的責任僅就本行在收到有關合夥人去世或退休的書面通知後有關責任才會終止。
- 16. 持續有效的協議、豁免及補救**
- 16.1 持續有效的協議：這是一項持續有效的協議，該協議下的一切權利、權力和補救應適用於閣下對本行的全部義務及債務，並對閣下及其各自的繼承人及承讓人具有約束力，即使發生任何影響閣下受該協議約束之能力的事件亦然。
- 16.2 權利的行使：本行在該協議下的權利：
- (a) 可按需要行使，次數不限；
- (b) 是累積性的，不排除其根據一般法律及任何其他協議下的權利；及
- (c) 僅能以書面形式並明確指明才能予以放棄。
- 本行延遲行使或沒有行使任何權利並非放棄該權利。
- 17. 當事人之間的關係**
- 閣下向本行陳述及保證於每項外匯交易訂立的當日及於每項外匯交易存在的每一日：
- 17.1 無信賴：閣下代表自己行事，不是作為其他人的代理人或信托人，而已自行獨立決定進行該外匯交易，並自行判斷及於認為必要時聽取顧問之意見後決定該交易是否恰當適宜。閣下並未依賴來自於本行或本行員工之任何(書面或口頭之)通訊並不以此作為進行該外匯交易之投資意見或建議，閣下理解有關外匯交易條款和條件之訊息、資料和解釋將不作為該外匯交易之投資意見或建議。自本行或本行員工方面收到之任何(書面或口頭之)通訊不被視為對該交易預計效益之擔保或保證。
- 17.2 評估和理解：閣下得評估該外匯交易之價值並(自己或透過獨立之專業意見之協助)得以理解並且理解及接受該外匯交易之條款、條件及風險。閣下能承擔並將承擔該外匯交易之風險。
- 17.3 地位：本行就該外匯交易而言是主事人身份，並非閣下之受託人或顧問。
- 18. 通知**
- 18.1 發出通知的風險：該協議的一切有關通知或其他通訊由閣下承擔風險發出。本行對通知在傳送或以傳真或其他書面形式的電子通訊交付時的任何不準確、干擾、錯誤或延誤或完全不能傳送或交付概不承擔任何責任。
- 18.2 視為收到：本行發給閣下的一切通知或其他通訊將在以下情況下視為收到：
- (a) 如由專人交付，於交付時；
- (b) 如以郵件發出，於寄往香港或海外地址後兩個或七個營業日分別視為收到；
- (c) 如以傳真發出，於傳送時；及
- (d) 如以電郵發出，緊接傳送之後。
- 18.3 聯絡資料：閣下就該協議項下一切通知的地址或傳真號碼為本行紀錄所載的或本行最後知悉的地址或傳真號碼。
- 18.4 發給本行的通知：發給本行的任何通知或其他通訊須以書面形式發出，並須於本行實際收到時方視為已經發出，但本行可按其酌情權依賴並執行任何被授權人按第2.4條發出的任何指示(不論指示是以書面或其他形式發出)。
- 19. 可分割性**
- 倘若該協議的任何條文在任何司法管轄區是或成為非法、無效或不可強制執行，該情況並不影響：

- (a) 該協議的任何其他條文在該司法管轄區的有效性或可強制執行性；或
- (b) 該條文或該協議的任何其他條文在其他司法管轄區的有效性或可強制執行性。

20. 定義及解釋

20.1 定義： 在本條款的本部分下：

「該協議」的定義見第3條(單一協議)。

「被授權人」指：

- (a) 如閣下是個人或獨資企業，閣下本身(包括獨資經營者)及閣下委任為被授權人的任何其他 人；
- (b) 如閣下包括2個或以上個人(不含合夥商戶)每一位個人及由閣下委任為被授權人的任何其他 人；
- (c) 如閣下是合夥商戶，由閣下委任為被授權人的任何人；及
- (d) 在其他情況(包括閣下是有限公司的情況)，每位由閣下委任為被授權人的人。

「結算款項」指，對於任何一宗或多宗被終止外匯交易，為本行替換被終止外匯交易，或提供予本行與被終止外匯交易相等經濟效果的重要條款(包括在被終止外匯交易下如沒有發生有關提前終止日各方應須在該日後所作出的付款及交付)在當時的情況下對本行所產生或將產生的損失或費用(以正數代表)或對本行所實現或將實現的收益(以負數代表)。

「平倉事件」指第7.1條(平倉事件)所述的任何事件或情況。

「確認書」指本行向閣下發出的確認書，其中列出外匯交易的細節。

「可交收」，如適用於外匯交易，指該外匯交易將按第4.1條(可交收外匯交易結算)的條文結算(惟該協議另有規定除外)，而除非於確認書另行述明，「可交收」會被視為適用於外匯交易。

「干擾事件」指於第4.5條(干擾事件意義)所述的任何事件或情況。

「提前終止款項」指按第7.4條(提前終止付款)計算的提前終止款項。

「提前終止日」指按第7.3條(提前終止日)所指定的提前終止日。

「兌換匯」指由一種貨幣兌換另一種貨幣的兌換率，該兌換率由本行按當時有關外匯市場的兌換率所決定，而本行的決定具終局性及對閣下有約束力。

「結算匯率」指，對於不交收外匯交易，按就該交易所結算匯率條文所決定的貨幣兌換率。

「遠期匯率」指，對於不交收外匯交易而言，該交易所結算的遠期匯率。

「外匯交易」指本行和閣下之間的一項交易(不論即期或遠期)，規定購買某種貨幣的約定款額並出售另一種貨幣的約定款額。

「不交收」，如適用於外匯交易，指該交易將按第4.2條(不交收外匯交易結算)的條文結算(惟該協議另有規定除外)，如「不交收」於某一外匯交易的確認書及/或其有關文件述明，「不交收」將適用於該外匯交易。

「一方」指本行或閣下(視乎情況而定)。

「定價日」指，對於不交收外匯交易，該交易的定價日，該日為決定該交易結算匯率的日子。

「有關貨幣」指：

- (a) 於外匯交易下所買入或賣出款項的貨幣；
- (b) 於外匯交易下按其決定應付款項的貨幣；或
- (c) 於外匯交易須支付的貨幣。

「參考貨幣」指，對於不交收外匯交易，該交易所結算的參考貨幣。

「參考貨幣買方」指，對於不交收外匯交易，該交易所結算的參考貨幣買方。

「參考貨幣賣方」指，對於不交收外匯交易，該交易所結算的參考貨幣賣方。

「有關貨幣司法地」指有關貨幣是法定貨幣的司法地。

「結算金額」的定義見第4.3條(結算金額)。

「結算貨幣」指，對於不交收外匯交易，該交易所結算的結算貨幣。

「結算日」指，對於外匯交易，該交易所結算的結算日，該日為雙方結算該交易的日期。

「交易日」指，對於外匯交易，在有關確認書所述的交易日，該日是雙方訂立外匯交易日子。

「終止貨幣」指美元或其他由本行所指定的其他可自由兌換的貨幣。

「終止貨幣等值」指，對於以終止貨幣為貨幣的款項，該終止貨幣款項，而對於以其他貨幣(「其他貨幣」)為貨幣的款項，則指以兌換率在有關日子可用以購買該其他貨幣款項的終止貨幣款項。

「未付款項」，對於提前終止日，指虧欠一方的下列款項的總和：

- (a) 就所有被終止外匯交易而言，在該提前終止日當日或之前須支付給該一方，但在該提前終止日仍然未付(若無第7.3條(提前終止日)應付)的款項；及
- (b) 於提前終止日到期應付但未付的任何提前終止款項。在每項以上情況均加上由(及包括)原定到期日至(但不包括)該提前終止日。

20.2 解釋： 除非文意另有所指，在本條款的本部分中：

- (a) 單數詞語包括複數詞語，反之亦然，而且中性或任何性別詞應包括所有性別；
- (b) 營業日指在香港的銀行開門進行一般業務的日子(星期六或星期日除外)而某一日的某段時間是指香港時間；
- (c) 「包括」指包括但不限於。

20.3 提述： 除非表明相反意思，本條款的本部分中凡提述：

- (a) 人包括個人、公司、獨資商號、合夥商號、信託或團體及其繼承人及承讓人；
- (b) 「條」指本條款的本部分的條款；
- (c) 「該協議」、「本條款的本部分」、「本條款」或任何其他協議或文件包括不時修改、補充、更替及/或取代的該協議、本條款的本部分、本條款或任何其他協議或文件。

20.4 標題： 本條款的本部分所載條款和分款標題是為方便閱讀而設，在解釋本條款的本部分時無須理會。

J. 有關快速支付系統的銀行服務

1. 有關快速支付系統的銀行服務

- 1.1 本行向客戶提供銀行服務讓客戶使用快速支付系統進行付款及資金轉賬。快速支付系統由結算公司提供及運作。因此，銀行服務受結算公司不時就快速支付系統施加的規則、指引及程序規限。本部分「規管本行為閣下提供銀行服務及閣下使用銀行服務。銀行服務構成本行提供的整體銀行服務的一部份。凡與銀行服務相關並與本部分條文無不一致的本帳戶持有人條款（下稱「現有條款」）將繼續適用於銀行服務。就銀行服務而言，除非另有指定，若本部分的條文跟現有條款的條文出現不一致，均以本部分的條文為準。
- 1.2 當閣下要求本行代閣下使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉賬，閣下即被視為已接受本部分條文並受其約束。除非閣下接受本部分的條文，閣下不應要求本行代閣下設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉賬。
- 1.3 在本部分，下列的詞語具下列涵義：
- 「銀行服務」指本行向閣下不時提供的服務，讓閣下使用結算公司快速支付系統及結算公司就快速支付系統不時提供的電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉賬。
- 「結算銀行」指已獲中國人民銀行授權，在香港提供人民幣結算及交收服務的銀行，現時為中國銀行（香港）有限公司。對結算銀行的所有提述是指以其結算銀行身份行事的結算銀行。
- 「CHATS」指由結算公司在香港所提供、擁有、運作及管理的電腦化人民幣結算所自動轉賬系統。
- 「CHATS 成員」指以下銀行（包括以其 CHATS 成員身份行事的結算銀行）及其他機構：如屬其他機構，其已獲結算銀行及香港金融管理局准許參與 CHATS，以及如屬銀行（包括以其 CHATS 成員身份行事的結算銀行）及其他機構，其已與結算銀行及結算公司協定須受結算所規則約束。為免生疑問，此詞語並不包括以其結算銀行身份行事的結算銀行。
- 「結算所」指由結算公司所擁有、提供、運作及管理的媒介及地點，其可供 (i) 參與者按照由結算公司不時就快速支付系統施加的規則、指引及程序透過結算公司快速支付系統處理以人民幣進行的快速支付系統指示；及 (ii) CHATS 成員透過 CHATS 處理以人民幣進行的 CHATS 交易（按在結算所規則內所界定）及其他付款。
- 「結算所規則」指結算公司在獲結算銀行及香港金融管理局事前批准下不時修訂的有關 CHATS 運作的結算所規則。
- 「電子直接付款授權」指使用結算公司快速支付系統以電子方式設置的直接付款授權。
- 「電子直接付款授權服務」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶設置直接付款授權。
- 「快速支付系統設施」指按照結算公司不時就快速支付系統施加的規則、指引及程序，為或就結算公司快速支付系統而設置的所有處所、人員、機器、設備、設施、軟件、操作及處理系統、電腦系統（包括結算公司快速支付系統）、安排及程序。
- 「快速支付系統指示」指由結算公司快速支付系統產生的或者由參與者或結算銀行向結算公司快速支付系統輸入的任何指示，用以 (i) 作出任何交易；或 (ii) 設置、修訂或取消與電子直接付款授權服務有關的紀錄。
- 「結算公司」指香港銀行同業結算有限公司及其繼承人及受讓人。
- 「結算公司快速支付系統」或「快速支付系統」指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作 (i) 處理直接付款及存款、資金轉賬及其他付款交易；及 (ii) 就電子直接付款授權服務及處理指示。
- 「香港」指中華人民共和國香港特別行政區。
- 「參與者」指結算公司快速支付系統的參與者，該參與者可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或結算公司不時接納為結算公司快速支付系統參與者的任何其他人士。
- 「監管規定」指結算公司、本行、任何其他參與者、彼等各自的聯繫公司或集團公司或閣下不時受規限或被期望遵守的任何法律、規例或法院判令，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）。

2. 銀行服務的範圍及使用條款

- 2.1 本行向閣下提供銀行服務，讓閣下使用快速支付系統及結算公司就快速支付系統不時提供的電子直接付款授權服務及任何其他服務及設施進行付款及資金轉賬。本行有權不時制定或更改銀行服務的範圍及使用銀行服務的條款及程序。閣下須接受及遵守此等條款及程序方可使用銀行服務。
- 2.2 本行可提供銀行服務，以本行不時指定的任何幣種（包括港幣及人民幣）進行付款及資金轉賬。
- 2.3 閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理使用結算公司快速支付系統進行付款或資金轉賬的指示。
- 2.4 所有使用結算公司快速支付系統進行的付款或資金轉賬交易將按照銀行同業結算及交收安排（包括但不限於參與者及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。
- 2.5 本行保留權利，隨時暫停或終止全部或部份銀行服務，而無須給予通知或理由。
- 2.6 銀行服務須按由本行或任何其他參與者不時訂明的收費率收取費用。閣下須完全負責繳付該等費用。

3. 電子直接付款授權服務

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

4. 閣下的責任

- 4.1 正確資料
閣下須確保所有閣下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。閣下須於合理切實可行情況下盡快以本行不時指定的形式或方法通知本行任何對資料的更改或更新。
- 4.2 適時更新

閣下有完全責任向本行適時發出指示及提供資料變動或更新，以更改閣下任何電子直接付款授權設置，包括但不限於更改閣下電子直接付款授權。閣下承認，為確保有效地執行付款及資金轉賬指示及避免因不正確或過時的電子直接付款授權或相關紀錄而導致不正確的付款或轉賬，備存閣下最新電子直接付款授權及所有相關紀錄至為重要。

4.3 閣下受交易約束

- (a) 就任何付款或資金轉賬而言，當閣下確認交易詳情及向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對閣下具有約束力。
- (b) 就設置電子直接付款授權而言，當閣下向本行發出指示，該指示即屬不可撤銷，並對閣下具有約束力。閣下可按照本行不時指定的程序及要求更改或取消任何已設置的電子直接付款授權。

4.4 負責任地使用銀行服務

閣下必須以負責任的方式使用銀行服務，尤其需要遵守下列責任：

- (a) 閣下必須遵守所有規管閣下使用銀行服務的監管規定，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。閣下不得使用銀行服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途。
- (b) 凡向使用結算公司快速支付系統收取閣下付款或資金轉賬的收款人或電子直接付款授權設置的交易對方發出會被顯示的備註或訊息，閣下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。

4.5 其他有關付款及資金轉賬的責任

本行將按本部分及現有條款下的適用條文處理閣下就銀行服務所發出的任何指示。閣下須遵守其他有關付款、資金轉賬及直接付款授權的責任，包括但不限於在相關賬戶存有足夠資金用作不時結清付款及資金轉賬指示。

4.6 閣下須就授權人士負責

當閣下授權任何其他人士向本行發出有關使用銀行服務的指示或要求（不論閣下為個人、公司、法團、獨資經營或合夥商號或任何其他非法團性質的組織）：

- (a) 閣下須為每名獲閣下授權的人士的所有作為及不作為負責；
- (b) 本行收到並真誠相信乃由閣下或任何獲閣下授權的人士發出的任何指示或要求，均屬不可撤銷並對閣下具有約束力；及
- (c) 閣下亦有責任確保每名獲閣下授權的人士均會遵守本部分就其代閣下行事適用的條文。

5. 本行的責任及責任限制

5.1 本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交閣下的指示及要求。若閣下使用以人民幣進行的銀行服務，人民幣快速支付系統的運作將受結算公司不時就快速支付系統施加的規則、指引及程序所規限。結算公司快速支付系統有權按結算公司認為適當的次序或方法處理及執行閣下的指示及要求。本行無法控制結算公司快速支付系統的運作或結算公司快速支付系統執行閣下的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及閣下任何的電子直接付款授權設置或任何其他有關結算公司快速支付系統事項的狀況更新通知，本行會按本行認為適當的方式及時間據此通知閣下。

5.2 在不減低上文第 5.1 條或現有條款條文的效力下：

- (a) 對於閣下或任何其他人士有關或因使用銀行服務，或者有關或因處理或執行閣下就銀行服務或結算公司快速支付系統所作出的指示或要求，或者有關或因由本行真誠地或由香港金融管理局、結算銀行、結算公司、任何參與者或任何其他人士在結算所及/或快速支付系統設施或其任何部份的管理、運作或使用（包括但不限於結算銀行、快速支付系統設施或任何參與者被終止及/或暫停）方面所作出或所遺漏作出的任何事宜而可能直接或間接不論以何種形式招致或蒙受的任何種類或性質的損失、損害或開支（包括但不限於商業損失、喪失商業機會、利潤損失、特殊、間接或相應而生的損失，即使本行已知道或理應已知道可能存在該等損失、損害或開支），本行不負有法律責任，除非所招致或所蒙受的任何損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行的人員、僱員或代理的疏忽或故意失責引致；
- (b) 對於有關或依據結算公司不時就快速支付系統施加的規則、指引及程序而給予的任何同意、通告、通知或批准，而直接或間接不論以何種形式引起，亦不論種類或性質為何的任何申索、損失、損害或開支（包括但不限於商業損失、喪失商業機會、利潤損失、特殊、間接或相應而生的損失）（即使本行已知道或理應已知道可能存在該等申索、損失、損害或開支），本行對閣下或其他人士不負有任何職責或不招致任何法律責任；
- (c) 為求清晰，本行無須就閣下或任何其他人士因有關下列一項或多項事宜，而可能招致或蒙受的任何種類的損失、損害或開支負有法律責任：（i）閣下未遵守閣下有關銀行服務的責任；及(ii）結算公司快速支付系統產生或引致的，或本行可合理控制以外的情況引致的任何延誤、無法使用、中斷、故障或錯誤；及
- (d) 在任何情況下，就任何利潤損失或任何特別、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產生），本行、本行的關聯公司或集團公司、本行的特許人，以及本行的和上述彼等各自的人員、僱員及代理均無須向閣下或任何其他人士負有法律責任。

5.3 閣下的確認及彌償

- (a) 在不減低閣下在現有條款下提供的任何彌償或本行可能享有的任何其他權利或補償的效力下，對於本行或本行的人員、僱員及代理（或彼等任何一方）有關或因本行提供銀行服務或閣下使用銀行服務而可能招致或蒙受任何種類的損失、損害或開支，以及本行或本行的人員、僱員及代理（或彼等任何一方）可能提出或被提出的所有行動或法律程序，閣下將會向本行及本行的人員、僱員及代理作出彌償並使彼等每一方免受損失。
- (b) 如任何法律責任、申索、要求、損失、損害賠償、成本、費用、開支、行動或法律程序經證實為直接及可合理預見且直接及完全因本行或本行的人員、僱員或代理的疏忽或故意失責引致，上述彌償即不適用。上述彌償在銀行服務終止後應繼續有效。

6. 收集及使用客戶資料

6.1 為了使用銀行服務，閣下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：

- (a) 閣下；

- (b) 閣下將會作出的任何付款或資金轉賬的收款人，或閣下將會設置的任何電子直接付款授權的交易對方；及
- (c) 如閣下為公司、法團、獨資經營或合夥商號或任何其他非法團性質的組織，閣下的任何董事、人員、僱員、獲授權人士及代表，本行不時就銀行服務獲提供或由本行編制的所有個人資料及資訊統稱為「客戶資料」。
- 6.2 閣下同意（及如適用，閣下代表閣下的每名董事、人員、僱員、獲授權人士及代表同意）本行可為銀行服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：
- (a) 向閣下提供銀行服務，維持及運作銀行服務；
- (b) 處理及執行閣下不時有關銀行服務的指示及要求；
- (c) 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；
- (d) 符合在任何監管規定下須作出披露的規定；及
- (e) 任何與上述有關的用途。
- 6.3 閣下明白及同意客戶資料可能被結算公司、本行或任何其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作電子直接付款授權服務之用。
- 6.4 倘客戶資料包括閣下以外任何其他人士（包括於上述第6.1(b)條或第6.1(c)條指明的任何人士）的個人資料或其他資料，閣下確認閣下會取得並已取得該人士同意，就結算公司、本行及其他參與者按本條款指明的用途使用（包括披露及轉移）其個人資料及其他資料。

K. 風險披露聲明

一般情況

投資涉及風險。此簡略陳述並未披露買賣投資項目的所有風險及其他重要事宜。鑑於有關風險，閣下在進行交易前，必須先詳細閱讀及完全了解本條款、相關銷售文件、閣下將訂立的合約的性質（及合約關係）和閣下就此須承擔的風險程度。投資產品買賣對很多公眾人士而言都並不適合。閣下應按閣下本身的財政狀況、投資經驗、投資目標及其他相關情況，謹慎考慮進行買賣對閣下是否適合。如果閣下不能確定或尚未明白本條款(包括此等風險披露聲明)的任何方面、相關銷售文件或任何交易的性質和風險，特此強烈建議閣下應諮詢獨立專業意見。

投資項目涉及損失本金的風險。交易「不可轉讓」而閣下或會不能將交易拋售或平倉。投資項目並非銀行存款，亦並不獲本行的任何認證或保證，也不構成本行的責任，或本行的附屬公司、聯營公司或關聯公司的責任。

儘管每一方（或其聯繫人或代理人）可能曾與另一方有任何通訊，閣下承認：

- (a) 閣下已獲給予機會向本行取得有關每宗所述交易的資料。即使有前述各項，閣下並非依賴本行或本行的聯繫人的通訊（書面或口頭的）作為法律、監管、稅務、業務、財務或會計意見。上述通訊均不應作為閣下訂立所述交易的根據，並且應在訂立所述交易之前由閣下獨立確認；及
- (b) 本行及本行的聯繫人與任何投資項目的發行人或任何其他人士可能有銀行或其他商業關係，並且可能從事該投資項目或任何有關期權、期貨、衍生工具或其他投資工具的坐盤買賣（包括本行或本行的聯繫人全權酌情認為適當的買賣，以對沖本行或本行在任何所述交易及與閣下或與第三方進行的其他交易上的市場風險），而該等買賣可能影響該投資項目的價格，因而可能影響根據所述交易應支付或應交付的款額 / 數額。該買賣可能在任何時間受到影響。

閣下向本行確認，閣下具備充分知識及經驗，足以評估訂立每宗交易的可取之處與風險，而在關於此等可取之處與風險方面（倘相關時包括每宗交易的稅務及會計處理方法），閣下在行事時乃純粹依據本身的判斷或在不涉及本行下所取得的專業意見，而並非以本行的看法或意見為依據。

投資風險

投資項目的價格有時可能會非常波動。任何投資項目的價格可升可跌，甚至變成毫無價值。買賣投資項目未必一定能夠賺取利潤，反而可能會招致損失。

在某些情況下，閣下贖回或出售或以其他方式處置投資項目的權利可能被限制，或閣下作出前述各項的能力可能以某種形式被限制、禁止或規限。（凡在引述過往業績的情況下）所顯示的過往業績數據並不代表日後的表現。

合約的條款及細則

閣下應向替閣下進行交易的商號查詢所買賣的有關期權合約的條款及細則，以及有關責任(例如在甚麼情況下閣下或會有責任就相關資產進行交收，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

存放的資金及財產

如果閣下為在本地或海外進行的交易存放款項或其他財產，閣下應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於閣下可追討多少款項或財產一事，可能須受具體法例規定或當地規則的規限。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於閣下的財產將會如現金般按比例分配予閣下。佣金及其他收費：在開始交易之前，閣下先要清楚瞭解閣下必須繳付的所有佣金、費用及其他收費。這些費用將直接影響閣下可獲得的淨利潤（如有）或增加閣下的虧損。

在其他司法管轄區進行交易

在其他司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，閣下或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同或有所下降。閣下進行交易前應先行查明有關該項交易的任何規則。閣下本身所在地的監管機構，將不能迫使客戶執行交易的交易所所在地的所屬司法管轄區的監管機構或市場執行有關的規則。

貨幣風險

以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在本行本身所在的司法管轄區或其他地區進行）均會在需要將合約的計值貨幣兌換成另一種貨幣時受到匯率波動的影響。

交易設施

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而閣下就若干損失所能追討的賠償或會受制於系統供應商、市場、結算公司及 / 或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，閣下應向為閣下進行交易的商號查詢這方面的詳情。

電子交易及傳送資料

透過某個電子交易系統進行買賣或接收 / 發送資料，可能會與透過其他電子交易系統進行或接收 / 發送資料有所不同。如果閣下透過某個電子交易系統進行所述交易，或接收及 / 或發送資料數據、指示及 / 或其他資料（包括但不限於確認書、結單及收據），便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。任何系統失靈可能會導致閣下的買賣盤不能根據閣下的指示執行，或不能準確地接收及 / 或發送所述資料、指示及 / 或該等其他資料，在每種情況下，甚或完全不獲執行或不獲接收及 / 或發送。

場外交易

在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。為閣下進行交易的商號可能是閣下所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，閣下在進行該等交易前，應先瞭解適用的規則和有關的風險。

外匯交易的風險

此乃涉及金融衍生工具的產品。投資決定是由閣下自行作出的，但閣下不應投資在該產品，除非中介人於銷售該產品時已向閣下解釋經考慮閣下的財務情況、投資經驗及目標後該產品是適合閣下。

以下的風險披露不能將所有風險及所有其他有關重要方面披露。請注意，外匯交易的損失風險在某些情況下可以非常重大。在閣下訂立任何交易前，閣下須確保閣下完全明白該交易及其所有可能風險，並已獨立地決定了按閣下的目標、經驗、財務及營運狀況及其他有關情況交易會適合閣下。閣下亦須考慮諮詢閣下認為有需要的顧問以助閣下作出決定。本行是以合同訂立人身份行事，而不是閣下就外匯交易的顧問或受信人。閣下會被視為已作出獨立決定訂立外匯交易並不會倚賴本行或本行的員工作出的任何傳達（書面或口頭）作為建議或投資意見。

於每項外匯交易下，閣下是會面對匯率波動的。如市場環境變更產生不利於閣下在交易下地位的情況，閣下可能會蒙受重大損失。閣下應以閣下的利益著想去完全了解市場環境變化的影響，特別是有關匯率的高低變化對閣下所產生的利潤或損失，及如市場出現對閣下不利情況而閣下平倉，閣下所蒙受的損失。閣下平倉後可能會被算定有損失。在最壞的任何外匯交易情況下，閣下的損失可以是閣下出售的貨幣全額（或其等值的結算貨幣），倘若閣下在該交易買入的貨幣金額是毫無價值。

在某些市場情況下，閣下可能很困難或不能去算定或訂立外匯交易，或去評估合理交易價值或風險。特別是，不交收遠期交易的相關貨幣可能沒有即時市場，因而會非常不流通，而在這情況下，閣下可能會在市場環境對閣下不利的情況下因為買賣差價大而蒙受重大損失。閣下須確保閣下完全明白不交收遠期交易的定價計算。

閣下亦須按本行要求提供履約金（或額外履約金）以保證外匯交易下閣下的責任。

以上所述的風險並不是所有風險。本行強烈建議在閣下訂立任何外匯交易前，閣下應對外匯交易所涉風險自行進行風險評估（並諮詢閣下的顧問）。

槓桿式外匯交易的風險

槓桿式外匯交易損失的風險可能很大。閣下所承受的損失可能超過閣下的初始保證金。在適用的情況下，下達或有訂單（例如“止損”或“止損限價”訂單）不一定會將損失限制在預期的金額內。市場條件可能使其無法執行此類訂單。閣下可能會在短時間內被要求存入額外的保證金。如果在規定的時間內沒有提供所需的資金，閣下的頭寸可能會被清算。閣下將對由此產生的帳戶赤字承擔責任。因此，閣下應該根據自己的財務狀況和投資目標，仔細考慮這種交易是否合適。

在香港境外取得或持有閣下的資產的風險

本行或本行的代名人在香港境外取得或持有閣下的資產須受有關海外司法管轄區的適用法律及法規所規限，而此等法律及法規可能有別於《證券及期貨條例》（第 571 章）以及據此制訂的規則。因此，閣下的資產未必享有在香港取得或持有的客戶資產所獲賦予的相同保障。

提供代存郵件或將郵件轉交第三方的授權書的風險

閣下明白假如閣下向本行提供授權書，允許本行代存郵件或將郵件轉交予第三方，則閣下須盡速親身收取所有關於閣下帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

[本文條款的英文文本及中文文本如有歧異，概以英文文本為準。]

General Conditions for Accounts and Services

BANK OF DONGGUAN CO., LTD.- HONG KONG BRANCH

Risk Disclosure Statements

These Conditions apply, to the extent they are applicable, to all accounts with, and all facilities and services provided by, BANK OF DONGGUAN CO., LTD. -HONG KONG BRANCH (referred to as “we”, and “us”). If there is inconsistency, the provisions for a particular service will prevail over general provisions. BANK OF DONGGUAN CO., LTD. is a licensed bank under the Banking Ordinance. “You” means our customer.

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A. GENERAL

1 Opening an account

- 1.1 Please complete and sign our forms and account documentation and, if requested, provide satisfactory references. You agree to provide us with satisfactory identity, occupation and other documents. We may refuse your application without giving any reason. You will, if requested, place a minimum deposit on opening your account.
- 1.2 You confirm that all information given to us at any time are, to your best knowledge and belief, true and accurate. You will promptly notify us of any change of your information registered with us.

2 Application for a service

- 2.1 Before you can access a service, please complete and sign our application form. We may refuse your application without giving any reason.
- 2.2 You may be required to pre-register with us the account(s) which may be accessed for our service, and the accounts (yours or a third party's) to which funds may be transferred.
- 2.3 It is important that you provide us with relevant, accurate and available information.

3 Your instructions

- 3.1 You will only give instructions to us through a means we have notified, in accordance with the signing arrangement in your mandate, and in accordance with our requirements. We may reject (or act on) an instruction not so given. Different means of giving instructions may be available for different services. We may act on your instruction without enquiry, although it is inconsistent with an existing arrangement. You will check that each instruction is correct before sending it to us.
- 3.2 We need not act on a written instruction unless it is signed in accordance with your mandate and specimen signature with us.
- 3.3 A change in your mandate or specimen signature is only effective after a reasonable time after we have received actual notice of the change in a manner acceptable to us. Unless otherwise instructed by you, we are authorized to honour any instruction dated prior to the change of signature and subsequently presented.
- 3.4 You authorize your authorized representatives ("**Authorized Representatives**") to give us instructions of any nature relating to your accounts and our services. You agree that any instructions given or purported to be given to us by the Authorized Representatives shall at all times be binding on you whether or not the instructions were actually authorized.
- 3.5 The Authorized Representatives shall have full authority to deal with us until we have received effective written revocation of their authority pursuant to such procedures as we may prescribe and until we have been able to act on the revocation.
- 3.6 Revocation of the existing Authorized Representatives' authority will not affect any instructions including cheques and bills of exchange received by us before the revocation becomes effective. Any instructions including cheques and bills of exchange, dated before or after the effective date of revocation and received by us after the effective date of revocation, will be revoked. Outstanding deposits may only be dealt with by the new signatories.
- 3.7 You agree to ratify all acts and instructions given by the Authorized Representatives.
- 3.8 Your instructions, as understood and acted on by us, are binding on you. We are not responsible to verify the identity or authority of the person giving any instruction or the authenticity of any instruction. We may at our discretion require evidence of identity from any person.
- 3.9 We may regard your instructions as received by us (including by our computer or message recording system) as being what you intended to send. We may regard your instruction (which duplicates another instruction) as a separate instruction, unless we actually knew that it was a duplicate.
- 3.10 In general, an instruction once given and accepted cannot be altered or cancelled.
- 3.11 You will ensure that your instructions are complete and correct. An instruction once accepted cannot be altered or cancelled, without our agreement. If an instruction cannot be carried out, you will still be responsible for the charges and reasonable expenses that may be incurred.
- 3.12 We need not act on any instruction if it is not, in our opinion, practicable or reasonable to do so. We may decline to act on your instructions without giving any reason and without any liability.
- 3.13 If an instruction is received outside our business hours for relevant transactions, your account may be debited on the same day, but the instruction may not be processed until our next banking day.
- 3.14 An instruction may be partially executed if it cannot be fully executed. An instruction or part not executed by the day's close of business (or, if earlier, close of trading) will lapse, unless otherwise agreed.

4 Password

- 4.1 "Password" refers to one or more means approved by us to authenticate a user and to gain access to an account or service through one or more channels or means provided by us, and may include identification or other number, letters, symbols, access or session or other code, digital signature, card, token or anything.
- 4.2 On accepting your application or when a service is offered by us, we will supply you with a password to access the service. One password may be used to access all your accounts through the same service or medium. Different passwords with different levels of authority may, when this service is available, be generated by your master password for business accounts. "Password" includes personal identification number (PIN), logon ID, login password and any code, number, card, security token, device or any one-time password (OTP).
- 4.3 Your password is an important means of protection for you. You will keep it secret to yourself (or, if you are a corporate body, your Authorized Representatives only). You will use all reasonable care to prevent unauthorized use of your password. Your password may be sent to you at your own risk. When permitted, you will immediately change a password assigned by us.
- 4.4 You will contact us as soon as reasonably practicable by telephone or by any other method notified by us if you find or believe that your password has been compromised, lost or stolen or that unauthorized transactions have been conducted over your accounts.
- 4.5 We may regard an instruction given by any person with the use of your password as conclusively binding on you. This is so notwithstanding different requirements in your mandate or other arrangements. Your liability continues, when you notify us to terminate your use of a service, until we have a reasonable opportunity to terminate access by your password. If the option is provided by us, a password for one channel may be used to apply for other services or for use on other channels, and any such application or use is binding on you.
- 4.6 You will be liable for all losses if you act fraudulently or with grossly negligence, such as failing to safeguard properly or knowingly allow the use by others of your password, or failed to comply with your obligations under Conditions 4.2, 4.3 and 4.4. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through your account. This Condition does not apply (a) unless the unauthorized instruction was given electronically, (b) to you unless you are private individual (excluding sole traders, partnerships, clubs and societies) or (c) to unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.
- 4.7 Where Condition 4.6 does not apply or otherwise notified by us from time to time, you will be liable for all instructions given with the use of your password, whether or not authorized.
- 4.8 An instruction given by the use of your password is valid and binding on you, although your mandate for the account may require a particular signature or joint signatures, or different signatures may be specified for different accounts.
- 4.9 All holders of an account are jointly and severally responsible for an instruction given by the use of a password.
- 4.10 Changes in the Authorized Representatives of your account will not affect operation by your password. If you wish, you must change your password immediately.

5 Deposits

- 5.1 Deposits not made in cleared funds may not be drawn or used and do not become effective until the proceeds have been unconditionally received by us. Such deposits are accepted at our discretion and only for collection. Our and third parties' charges will be debited from the collection proceeds. Acting reasonably, we are not liable for any loss or destruction in the process of collection or otherwise or for any loss arising from any failure or delay to present an item.
- 5.2 We may recover from you any loss arising from the non-payment of an item including any drawing against the item. We may reverse any credit entry and levy a charge. We may, at your risk, return an unpaid item by post to you.
- 5.3 Items received after our daily cut-off time are deemed to be processed on the following banking day or as otherwise required by any applicable clearing house rules.
- 5.4 Deposit by a cheque is accepted only for collection and may not be withdrawn or used until cleared funds have been unconditionally received by us. Acting reasonably, we are not liable for any loss or destruction in the process of collection or for any loss arising from any failure or delay in presenting a cheque. Unless specifically instructed, we will not arrange for protest or similar actions to be taken. We may recover from you any loss and reasonable expense arising from the non-payment of a cheque whether or not it has been drawn against. We may reverse any credit entry and levy charges. We may return an unpaid cheque by post to you at your risk.
- 5.5 Unless there are exceptional circumstances beyond our control such as when a Black Rainstorm warning is issued or a typhoon signal No. 8 or above is hoisted, the proceeds of a cheque drawn on a local bank will

normally be available for drawing after 3:30 p.m. on the second business day following the business day on which the cheque is deposited with us for collection.

6 Withdrawals / Funds transfers

- 6.1 Withdrawals can only be made against cleared funds.
- 6.2 Withdrawals by electronic or other automated means are subject to the limits determined by us. An instruction to transfer funds received after our daily cut-off time will be processed for transfer on our next banking day. A payment for same day value is also subject to applicable cut-off time at its destination. Date of value is dependent on the geographical location of the destination and is subject to our discretion. We may from time to time vary the daily cut-off time without notice or responsibility to you.
- 6.3 We need not make any payment from your account if there are insufficient available funds for a full payment or if our requirements (including amount limits or restrictions as to the office from which withdrawals may be made) are not complied with. If a transfer is made without sufficient available funds, you will repay to us on demand the resulting debit together with interest thereon at the rate determined by us.
- 6.4 A withdrawal by a withdrawal instruction purporting to be signed by you or your Authorized Representative(s) is deemed to be made to you personally.
- 6.5 Funds will be remitted to a foreign place in the particular currency as instructed by you. Another currency conversion may take place at the payment destination according to the practice of our correspondent or the beneficiary's bank. Charges will be deducted before payment to the beneficiary. You remain responsible for all charges of our correspondents, agents and ourselves. All charges paid are not refundable. We and our correspondents and agents owe no duty to the beneficiary and any nominated order party.
- 6.6 Payment of a cashier order may be refused if it has in any way been altered or mutilated.
- 6.7 Requests to stop or vary a payment or for a refund will only be processed after production of satisfactory document of identity and authorization including evidence of loss (where applicable) and an indemnity satisfactory to us. We are not responsible if the payment cannot be stopped or varied. A refund may only be made after our correspondent has confirmed that the payment instruction has been effectively cancelled. A refund may be made in Hong Kong dollars at our buying rate for the payment currency if the payment currency is not Hong Kong dollars, less all charges.
- 6.8 We may at our discretion repay the credit balance in your account together with interest in the currency of your account or in Hong Kong dollars or both. We may make payment by telegraphic transfer.
- 6.9 You agree to accept consequences arising from your own omission to give complete and accurate particulars of your identity including the loss of right for refund and that we shall not be accountable to you for the refund in the event that your identity cannot be verified to our satisfaction. We shall not be liable for any loss caused by any incorrect or incomplete information provided by you.
- 6.10 If the outward remittance cannot be processed by the details provided by you, we reserve the right not to accept an application for the purchase of the outward remittance at our sole discretion.
- 6.11 We may send any message relative to the telegraphic transfer in explicit language, code or cipher and at your sole risk. Acting reasonably, we shall not be liable for any delay, misunderstanding, misinterpretation, errors, neglect or default which may occur in the transmission of the message or otherwise.
- 6.12 If there are insufficient funds in your account to settle a foreign exchange transaction, we may at our option at any later time apply the full amount of the currency bought by you to purchase the currency ("Currency X") payable by you at our spot rate for selling Currency X at the time of such application. If the amount of Currency X so purchased is less than the amount payable by you under the foreign exchange transaction, you will on demand pay to us the shortfall. We are not liable for any loss suffered resulting directly or indirectly from any instructions not carried out by us due to insufficient funds in your account. Notwithstanding such shortage of funds, we may at our sole discretion carry out any instructions without prior approval from or notice to you, and you are fully responsible for any resulting overdraft, advance or debit.
- 6.13 Any rate or other quotation provided by us is only indicative, unless otherwise expressly stated, and may be changed without notice until we have confirmed acceptance of your offer. Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable fees and expenses.
- 6.14 We are entitled to effect any payment and to require you to effect any payment in any currency as we may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by us to be prevailing in the relevant exchange market at the relevant time, such determination to be conclusive and binding on you. Acting reasonably, we are not liable for any exchange rate losses resulting from any such foreign exchange transactions and dealings.
- 6.15 It is your responsibility to determine independently market prices and rates, to verify any information and/or report before replying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with information we provide, these Conditions, and any transactions and dealings.

- 6.16 Funds transfer between your accounts on any day may at our discretion be processed on the day or on the next banking day.
- 6.17 You confirm that your remittances of funds will comply with all applicable legal and regulatory requirements in the country where the remittance (or each part of it) is to be received.
- 6.18 We are not required to advise you in advance of fees and charges of our correspondents and other banks/institutions which process the payment/remittance.
- 6.19 You authorize us to disclose your personal information and information relating to your remittances, including your stated payment purposes to the banks and other entities/individuals involved and to the authorities. We shall have no liability whatsoever whether in contract, tort or otherwise for any direct, indirect or consequential loss or damage which you and/or any other third parties may suffer arising from or in connection with our execution of your remittance instructions.
- 6.20 A service that permits payment to third party accounts involves risks, for example, an unauthorized person obtaining access to your account may pay funds to third party accounts.

7 Termination

- 7.1 You may terminate your account at any time when your account has a zero balance and no outstanding transactions and obligations, or terminate a service, by giving at least 30 days' prior written notice to us. Terminating a service will not by itself close your account with us. A shorter notice may be accepted.
- 7.2 We may at any time, by notice to you at least 30 days' notice or upon your request a longer period of notice where it is practicable to do so, and without giving a reason, close your account or terminate a service. The notice may take effect immediately in exceptional circumstances, e.g., where the account is being used or is suspected of being used for illegal activities. We may hold any credit balance in your account for your collection, credit the relevant amount (less our charges) to your other account, or discharge all our obligations by mailing to you a cashier order for the relevant account (less our charges). We may close an account with a zero balance without prior notice.
- 7.3 Within 7 days (or such longer period as we agree) after the termination of your account, you will give us instructions for the delivery (at your risk and subject to our rights) of your property (if any), and pay all relevant fees and reasonable expenses. If you have not done so, we will continue to hold the property at your risk and subject to our rights, but without the obligations, under these Conditions. No interest will be payable on any credit balance as from the date of termination.
- 7.4 Termination of an account or service will not affect accrued rights or subsisting transactions. We remain authorized to settle any transaction entered into before termination. Conditions 8 (Interest / payment / delivery), 10 (Limit of our liability), 11 (Your indemnity), 12 (Set-off and lien), 15 (Information) and 16 (Evidence) will survive termination.

8 Interest / payment / delivery

- 8.1 Interest accrues on all sums owing from you from the due date or the date of advance to the date of actual repayment (before and after judgment) at the rate determined by us. Such interest is calculated on the basis of the actual number of days elapsed over a 360 or 365 day year according to our practice of calculating interest for the relevant currency and is deemed to be compounded monthly or at the intervals determined by us.
- 8.2 You will on demand repay to us all sums owing from you (whether or not due) or the part demanded, with interest thereon.
- 8.3 Payments will in ordinary course be debited from the account designated by you for the purpose (including a sub-account) which is denominated in the same currency. This also applies to "holds" on funds in your accounts. We will determine whether you have a sufficient balance or overdraft by reference to your designated account (or sub-account) in the payment currency. However we may put a "hold" on amounts in other currencies. If necessary, we may (but are not obliged to) convert an amount received or to be paid from one currency into another at our spot rate. We may, for the purpose of a calculation, notionally convert an amount from one currency into another at our spot rate.
- 8.4 Payments will be made to you subject to applicable laws and regulations and any required deduction or withholding. You confirm that you have (or will at the relevant time have) provided notice to and secured consent or waiver from any person owning a beneficial interest in such payments in respect of the aforesaid deduction or withholding. We are authorized to pay the amount deducted or withheld to the relevant authority in accordance with the relevant requirement.
- 8.5 You will pay us in freely transferable and cleared funds and in the manner reasonably notified by us. Deliveries of any property by either party will be made in the manner reasonably notified by us.
- 8.6 If on any date amounts would be payable in the same currency under 2 or more transactions by each party, then on such date, each party's obligation to pay such amounts will, at our option, be discharged, and the

party by whom the larger amount would otherwise be payable will pay to the other party the excess of such amount over the smaller amount.

- 8.7 You will on demand repay to us all sums owing from you (whether or not due).
- 8.8 Payments by you will be made to us without any set-off, counterclaim or condition and free and clear of all present and future taxes, withholdings or deductions. If you are compelled by law to make any withholding or deduction, the sum payable by you will be increased so that the net amount actually received by us is the amount we would have received if there had been no withholding or deduction. You will duly pay the withheld or deducted amount to the appropriate tax authority and provide us with evidence of payment.
- 8.9 Payments by you will be made in the currency of the relevant liability. Any sum received by us in another currency only constitutes a discharge of your liability to the extent of the net amount of the currency of your liability which we are able to purchase with the amount received as soon as it is practicable to do so. You will, as a separate obligation and notwithstanding any judgment, indemnify us against any loss and reasonable expense to the maximum extent permitted by law.
- 8.10 Any sum received by us may be applied to reduce your liability in the order we deem appropriate, or be placed to a suspense account to preserve our right to prove for your entire liability.
- 8.11 We may, where necessary, convert one currency into another at our applicable exchange rate as determined by us.
- 8.12 A sum or an item received for your account may not be drawn against or used and does not earn interest until we have unconditionally received cleared funds or confirmed receipt of the item. We may debit your account with all losses and reasonable expenses, if the sum or item or part thereof is not actually received. You will bear the loss arising from any difference in exchange rates between the date of crediting your account and the date of the subsequent debit.
- 8.13 If not collected in person, your property and documents will be sent to you at your risk.
- 8.14 We may at any time recover from you including by way of debit from any of your account any erroneous payment.
- 8.15 In accordance with market practice, we may retain interest on amounts to be paid to you pending credit to your account, and on amounts to be paid on your behalf pending payment.
- 8.16 Any payment, delivery or determination, which would otherwise fall to be made on a non-banking day, will instead be made on our next banking day, unless otherwise agreed.
- 8.17 Cash will be paid to you after rounding down to the nearest ten cents (or, for Japanese yen or other foreign currency, to the nearest yen or unit in accordance with market practice). This constitutes full payment.
- 8.18 Unless otherwise agreed, any amount or item to be paid or delivered by us will only be paid or delivered in Hong Kong at our office at which the account is kept.

9 Statements of account

- 9.1 For some types of accounts, we will send you a statement of your account at regular intervals. We may issue interim statements. No statement will be sent for a period when there is no transaction in your account (or, in relation to securities, where a statement is not required pursuant to relevant regulation). Please notify us immediately if you have not received your statement which should be scheduled to have been sent out by us.
- 9.2 You agree to examine each statement of your account carefully on receipt. If you discover any error, discrepancy, claim or unauthorized debit, you will notify us as soon as reasonably practicable and, in any event, within 90 days of receipt of the statement.
- 9.3 If you fail to notify us as required by Condition 9.1 or 9.2, all entries in the statement are conclusive and binding on you. However, you are not responsible for unauthorized transactions arising from (a) forgery or fraud of a third party in relation to which we have failed to exercise reasonable care or (b) forgery, fraud, default or negligence of our employees or agents. This Condition does not apply unless you are private individual (excluding sole traders, partnerships, clubs and societies).
- 9.4 We may correct any entry in a statement caused by our error or omission.
- 9.5 Any document may be sent to any of your last known addresses. You agree that if you apply for electronic statement service, you will read your account statements online but will not receive them by post.

10 Limit of our liability

- 10.1 Unless caused by our wilful misconduct or negligence, we are not liable for:
- (a) any instruction which is not actually received by us;
 - (b) any delay or interruption in accessing a service, or any failure to execute or error or delay in executing your instructions;
 - (c) any inability to access a service;
 - (d) any unauthorized interception, corruption, loss, error or delay of messages sent by us or our correspondent or agents through the internet, on telephone or by any other means, or any unauthorized access to a service or information;

- (e) any malfunctioning or failure of a service, computer, software or communications facilities;
 - (f) any computer virus or similar problems in connection with a service; or
 - (g) any loss or damage arising from termination of your account or any service provided to you.
- 10.2 We are not liable for any loss caused by any act or omission of any government or third party, or any other circumstances beyond our control. We are however accountable to you for our authorized agents (as described in the Code of Banking Practice) and service providers. We are not obliged to account to you if our relevant office or any correspondent or agent concerned is prevented from making payment to or for you.
- 10.3 We are in any event not liable for any indirect, special, incidental or consequential damages arising from the use of or inability to use a service.
- 10.4 Any information or recommendation provided by us is for your reference only. It is not an offer. We are not responsible for its accuracy, completeness or timeliness, or for any decision made with the information or recommendation. You acknowledge that we do not give any representation, guarantee or assurance as to any information or the outcome of any investment. Any price, rate or other quotation provided is only indicative, unless otherwise expressly stated, and may be changed without notice until we have confirmed acceptance of your offer. Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable taxes, duties, levies, reasonable fees and expenses.
- 10.5 If we are found to be liable for any damages, our liability will be limited to the amount of the relevant transaction or, if less, your direct damages.
- 10.6 We are not liable for the act or omission of any third party including any goods or service provided by them. We may at your cost perform a service through a third party (and, if we do so, we will use reasonable efforts to appoint a reputable third party) and delegate our powers to a third party. We cannot be responsible to recover a payment you have made to another person, or to resolve a dispute between you and that person.
- 10.7 We need not verify the validity or genuineness of any documents and instruments which we reasonably believe to be genuine.
- 10.8 We do not guarantee receipt by you or us of any communications from or to our website or through other means, or the privacy or security of such communications during transmission.
- 10.9 In any event, our liability shall not exceed the amount of the relevant transaction or the amount of your direct damages, whichever is less.
- 10.10 We have no duty to enquire whether any person involved in the issue or management of any investment is performing its duties.
- 10.11 Conditions 10 (Limit of our liability) and 11 (Your indemnity) apply to the extent permitted by applicable law. For example, in a case where the Control of Exemption Ordinance applies, Conditions 10 (Limit of our liability) and 11 (Your indemnity) will apply only in so far as they satisfy the requirement of reasonableness within the meaning of that Ordinance.
- 11 Your indemnity**
- 11.1 In the absence of our wilful misconduct or negligence, you will indemnify us on demand against any claim, liability or loss, or reasonable expense arising from your instructions or transaction, your account, the provision of a service to you, or these Conditions, and against all expenses (including legal fees) in reasonable amounts and reasonably incurred in the exercise or enforcement of our rights including recovering any sum owing from you or obtaining any advice we consider necessary in relation to the forgoing.
- 11.2 You will indemnify us on demand against any claim, liability or loss, or reasonable expense, arising from any breach by you or your employees or agents of these Conditions or the terms of a transaction, or any tax or other levy in connection with your account or a service. You will pay us all expenses (including legal fees) in reasonable amounts and reasonably incurred in the exercise or enforcement of our rights including in recovering any sum from you or in obtaining any advice we consider necessary in relation to your account.
- 11.3 We may employ third party agencies to collect overdue sums from you.
- 12 Set-off and lien**
- 12.1 We may at any time, without prior notice, combine all or any of your accounts anywhere with us whether singly or jointly with others and all your liabilities (whether actual or contingent, primary or collateral, existing or future, matured or not, alone or jointly with others). For such purpose, we may convert any currency into any other currency at our spot rate, and reasonably estimate the amounts of future, contingent or unquantified liabilities. This is not intended to create a security interest.
- 12.2 We may apply any credit balance in your joint account to reduce any liability of one or more of the joint account holders to us.
- 12.3 We may debit one or more of your accounts with the amounts (or part thereof) payable by you.
- 12.4 You may not, without our consent, withdraw or otherwise deal with deposits and other sums payable by us, for so long as you have any present, future, actual or contingent liability (whether or not quantified) to us.

- 12.5 If you have any present, future, actual or contingent liability (whether or not quantified) to us, we may retain any property wherever deposited with or otherwise held by us for or in your name (alone or jointly with others) whether for safe custody or otherwise, and sell them or any part thereof at such price and on such terms as we determine whether by public auction, private treaty, tender or any other method reasonably determined by us. We may apply the net proceeds to reduce your liability.

13 Charges

- 13.1 We may levy any charges (including deposit charges and dormant account charges), fees and commissions in relation to your account or the provision of services to you. We may vary the amount of charges, fees or commissions, or their basis of calculation, upon not less than 30 days' prior written notice (or where a variation is not within our control, upon reasonable notice) to you. The current standard rates are set out in our schedule of fees published from time to time. The schedule of fees is available on request. All fees, charges and commissions payable to us shall be payable by you on demand.
- 13.2 You will pay our fees and charges, and all reasonable out-of-pocket expenses including sums payable in respect of your investments, amounts we paid on your behalf together with interest thereon at our rate for interest on unarranged or temporary overdraft, our agents' fees and expenses, the fees and levies of exchanges, clearing houses, registrars and regulatory authorities, and taxes. You will pay in the amounts and within the times we notify you.
- 13.3 Paid fees and charges are not refundable on early termination of a service. However if you terminate a service as a result of a change of these Conditions by us, we will refund a prorated portion of any fee expressed to be an annual or periodic fee paid for the service unless the amount to be refunded is minimal.

14 Changes

- 14.1 We may vary the services available to you, the manner of operations, the daily cut-off times, the minimum or maximum amount of an instruction, or a maximum limit per day, or suspend or withdraw any service, without notice or liability. We may change our business hours or the hours during which a service is available. Services are provided subject to the conditions determined by us.
- 14.2 We may change any terms or conditions applicable to any service at any time by notice to you. At least 30 days' notice will be given to you before any variation of the terms and conditions which affects fees and charges and your liabilities or obligations takes effect, unless such changes are not within our control.
- 14.3 You will abide by the latest current version of the terms and conditions applicable to any service, although you may have received a previous version at the time of your application.
- 14.4 We shall notify you of any material change to our name, business address, registration status with the Securities and Futures Commission or CE number, or other changes as required under applicable laws and regulations. You agree to notify us of any material change to the information provided by you. In particular, you shall notify us as soon as practicable of any change to your address, telephone number, facsimile number or e-mail address.

15 Information

- 15.1 We may use and disclose any information about you, your accounts, our services to you or any transaction with you (including, if you are an individual, your personal data) collected by us at any time for the purposes (including matching procedures, as defined in the Personal Data (Privacy) Ordinance) and to the persons (in or outside Hong Kong) as referred to in our current statement or policy on personal data.
- 15.2 You request us to contact you on any financial services we believe may be of interest to you.
- 15.3 You confirm that all information you give to us at any time is true and complete in all material respects. You will promptly notify us of any material change to that information. We are authorized to conduct credit and other enquiries to verify the information provided.
- 15.4 We will treat information relating to you as confidential, but unless consent is prohibited by law, you consent to the transfer and disclosure by us of any information relating to you to and between our holding companies, branches, subsidiaries, representative offices, affiliates, agents and any third parties (including any credit reference agencies, networks, exchanges and clearing houses) selected by any of us or them (each a "transferee") wherever situated, for confidential use (including for data processing, statistical, credit, risk analysis and audit purposes). We and any of the transferees may transfer and disclose any such information to any person as required by any law, regulation, court, regulator, legal process or code in Hong Kong or any other jurisdictions outside Hong Kong or according to our policy, any present or future contractual or other commitment with legal, regulatory, governmental, tax, law enforcement or other authorities, securities or futures exchange, central bank, or self-regulatory or industry bodies or associations of financial services providers in Hong Kong or any other jurisdictions outside Hong Kong ("Authorities") or agreement or treaty between Authorities and applicable to us.

- 15.5 You consent to your information being used, processed and stored in or outside Hong Kong by third parties on our behalf. We will contract with the third parties to take reasonable care to keep your information confidential and to observe, in conformity with local laws and regulations, the requirements of the Personal Data (Privacy) Ordinance. Local and outside Hong Kong regulatory and judicial authorities may in certain circumstances have access to your information.
- 15.6 You consent to your information being transferred to another jurisdiction outside Hong Kong and to any matching procedures being carried out. You may withdraw your consent by giving us 30 days' prior notice.
- 15.7 You confirm that every entity or individual whose information has been (or will be) provided to us or the transferees (as referred to in Condition 15.4 above) in connection with your account and/or provision of products and services to you has (or will at the relevant time have) been notified of and consented to the using, processing and disclosing of its/his/her information (including personal data for individual) in accordance with this Condition 15 and for the purposes as shown in the Notice to Data Subjects (including customers) relating to the Personal Data (Privacy) Ordinance- BANK OF DONGGUAN CO., LTD., HONG KONG BRANCH(in case of individual).
- 15.8 You acknowledge and agree that some services, operational and processing procedures relating to the transactions/services provided by us to you may from time to time be outsourced by us to our regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates, agents and third parties selected by any of us or them, wherever situated, and these service providers may from time to time be given access to information relating to you and the transactions and services provided by us to you for the purpose of or in relation to the services and procedures they perform. Your name and correspondence address may also be disclosed to the Hong Kong Securities Clearing Company Limited and the registrars of the listed issuers, so that they will send communication to you in connection with the securities you purchased which are registered in our or our nominee's name.
- 15.9 The ownership and all copyright and other intellectual property rights of any nature in or relating to our services, website, materials, software or documentation vest in us or, if provided by a third party, in that party. No right, licence or interest is granted to you except a licence to access solely for the purposes of our services.
- 15.10 In relation to any information or materials which you submit to us using our websites or through other means, you grant to us a worldwide royalty-free perpetual licence of any copyright and intellectual property rights in such information or materials for all purposes including the copying, transmission, distribution and publication thereof, unless restricted by applicable law. You agree that we shall not be under any obligation of confidentiality to you regarding any such information or materials unless otherwise expressly agreed or required by law.
- 15.11 You will not copy, disseminate, exploit or change any information (including software) provided by us or use them for any purposes other than for your own reference.

16 Evidence

- 16.1 Our records (whether in paper, microfilm, electronic or any other form) of transactions with you and messages sent to or received from you (including exchange rates) are, save to the extent of manifest error, conclusive and binding on you. You agree that they shall be admissible in the courts as evidence of the existence of the transactions and messages, and of the facts contained in them, to the extent permitted by applicable law.
- 16.2 Our statement as to a rate, calculation or an amount due from you is (in the absence of manifest error) conclusive and binding on you.
- 16.3 We may destroy any instruments or documents relating to your account after recording them in a manner determined by us. Copies of our record of your document will be supplied on payment of a reasonable charge. Records will only be retained for the period determined by us.
- 16.4 We may correct any error in any document or record without prior notice.
- 16.5 We may record conversations with you with prior notice.

17 Your representations

- 17.1 You represent to us that:
- (a) unless you have notified us otherwise in writing, you are the sole beneficial owner of your accounts, free from third party claims or interests and will enter into each transaction as principal and not as agent for any other person;
 - (b) all documents you deliver to us are valid true, complete and up-to-date;
 - (c) you have made your own independent decision to enter into each transaction and as to whether the transaction is appropriate for you based upon your own judgment or upon advice from such third party adviser as you consider necessary; you understand and accept the terms and risks of the transaction and will not rely on our advice or recommendation;
 - (d) if we solicit the sale of or recommend any product to you, you fully understand that where circumstances relating to you or the product change, the product which we solicited the sale of or recommended may

no longer be suitable for you, and we have no responsibility to ensure that such product remains suitable for you;

- (e) you have full capacity and authority to perform your obligations under these Conditions and each transaction;
- (f) the performance and enforcement of your obligations will not violate any law or regulation; and
- (g) your obligations are legal, valid and enforceable in accordance with their terms;
- (h) (if you are a body corporate) you are duly incorporated or established, validly existing, solvent and not subject to any action to be wound up; and
- (i) you are solvent.

17.2 If you hold a client account, you represent and undertake to us that:

- (a) you have customer due diligence procedures as rigorous as ours and equivalent to, or more stringent than, those prescribed by the Hong Kong Monetary Authority;
- (b) you have put in place reliable systems to verify client identity;
- (c) you have proper systems and controls to allocate funds in the pooled account to the individual underlying clients;
- (d) we may make reasonable enquiries about transactions passing through the accounts; and
- (e) you are satisfied as to the source of the funds used to open the account or passing through the account.

17.3 These representations are deemed repeated on the day each transaction is entered into and will survive termination of our services.

18 Our role

18.1 We will use reasonable care in carrying out your instructions on your behalf (unless we act as principal in a transaction with you). Our responsibilities are limited to those expressly set out in these Conditions and our terms and conditions (if any) for the relevant service or transaction. These Conditions apply, to the extent possible, to transactions on your behalf as well as with us.

18.2 You authorize us and any person appointed by us to do everything reasonably necessary or desirable for all purposes connected with our services.

18.3 We may do or refrain from doing anything that we believe in good faith is required in order to comply with any law, regulation, rule, practice, custom or usage including the rules, codes, guidelines and practices of regulatory authorities, the Hong Kong Association of Banks, exchanges and clearing houses. All such actions and omissions bind you.

18.4 We may use the services of agents, brokers, custodians, nominees, correspondents, networks, exchanges, clearing houses and other persons to hold your property or to perform any services. They may be our affiliates. Their terms and conditions of service will apply to your transactions. You will pay their charges, and indemnify us against their reasonable claims. We will use reasonable care in selecting an agent. We will only appoint custodians qualified to act as such under applicable law.

18.5 We do not provide legal, financial or tax advice. You will obtain your own advice.

18.6 If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of these Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from this condition. Note: "Financial product" means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.

18.7 You agree that we may accept from brokers and other persons involved in your transactions any cash, goods, services, rebates or soft commission.

18.8 We are not obliged to purchase any investment from you, whether or not we have sold it to you or bought it for you.

19 Interpretation

19.1 In the terms or conditions applicable to each account or service, unless the context otherwise requires: "banking days" means a day on which banks are open to the general public for business in Hong Kong and, where the context permits, means in respect of any transaction, the business hours prescribed by banks from time to time when instructions for that transaction may be given to and accepted by banks, and exclude Saturdays and the days on which banks in the main financial centre for the currency and, where relevant, our overseas office are not open for business;
"cheque" includes bill, draft, note, order and other payment instrument;
"signature" includes a chop used as and in place of a signature;
"our computer system" refers only to the computer equipment and software which are operated under our sole control;

"including" is not a word of limitation;

"person" includes any individual, partnership, sole proprietorship, club and society, association and corporation;

"you" and all references to you include your successors in title and permitted assigns;

"we" and all references to our bank include our successors in title and assigns;

any reference to "writing" includes a message sent by or to our computer system;

any determination of a matter, rate or amount may be made and changed by us from time to time;

words importing the singular include the plural and vice versa;

any reference to one gender includes all genders; and

headings are for ease of reference only.

19.2 These Conditions are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.

19.3 Unless expressly provided to the contrary in these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Ordinance to enforce or to enjoy the benefit of any provision of these Conditions. Notwithstanding any provision of these Conditions, the consent of any third person who is not a party to these Conditions is not required to rescind or vary these Conditions at any time.

20 Miscellaneous

20.1 Before using our service or opening an account, you will comply with our requirements. Each service is only available during the times and subject to the procedures and conditions determined by us. We may refuse access without liability.

20.2 These Conditions apply together with our terms, conditions, rules and regulations governing the account or service. The terms, conditions, rules and regulations governing an account or service prevail, if they conflict with these Conditions. These Conditions prevail over your mandate. These Conditions and the terms, conditions, rules and regulations applicable to each account or service apply to all outstanding and future transactions.

20.3 You will comply with our rules or regulations for your account or a service. We may change such rules or regulations by notice to you.

20.4 We and our affiliates may retain for our or their benefit, without duty to disclose or account, any profit, commission, fee or benefit from any transaction with or for you.

20.5 You will do everything reasonably required by us (at the time of or after accepting your instruction) before we execute your instructions.

20.6 We need not act until we have received all necessary instructions, funds, property and documents, but may do so. If we do so, we may charge interest and fees, and may terminate or close out any transaction (including a deposit) at your cost. We may on receipt of your instruction debit funds from your accounts, or put a "hold" in your accounts on funds and property, in the amounts reasonably estimated by us to be required to carry out your instruction. Our rights are not affected if we do not do so or by anything done or omitted by us in good faith.

20.7 You will only use our services for a lawful purpose.

20.8 When it is necessary in our view to protect our interests, we may (but is not obliged to) suspend or freeze any accounts or services. We may freeze your accounts if we have notice that a petition has been presented for your bankruptcy or liquidation, or that a meeting has been called to consider a resolution for your liquidation, or that your partnership has been dissolved, or of any analogous process under any law, or of any third party claim or of your death or mental incapacity, or if there appears in our opinion in good faith to be any irregularity in connection with your account.

20.9 You will, where necessary, obtain and maintain at your own cost suitable equipment, facilities and connections (including computer, software and communications connections) to access a service. You are responsible for all telephone, internet service and other charges incurred in using a service.

20.10 We may at any time recover from you any erroneous payment.

20.11 You may not without our prior consent assign, transfer or encumber your account or any transaction with us.

20.12 Our rights are not affected by your death, legal incapacity, bankruptcy or liquidation. Following our notice of your death or incapability, your account can only be operated by your personal or other legal representative upon production of such evidence as required by us.

20.13 If your account has more than one holder:

- (a) the obligations of all account holders are joint and several;
- (b) instructions given by your Authorized Representative or with your password bind all account holders; an Authorized Representative and the signing arrangement may only be changed by all account holders;
- (c) (unless you are a partnership) upon the death of any account holder, any credit balance and property in the account may be paid or delivered in accordance with the instructions of the survivor after compliance with the Estate Duty Ordinance;

- (d) we may compromise, discharge or deal with one or more account holders, without affecting the liability of the other holder(s);
 - (e) a notice to any one account holder is deemed effective notice to all holders;
 - (f) we may credit any sum payable to one account holder to the account unless that holder has given other instructions to us;
 - (g) payment or delivery of anything to any one of you discharges our obligations to all of you;
 - (h) any one of you may, by written notice to us copied to the others of you, freeze the account. The account can only be reactivated by all of you; and
 - (i) an account may only be closed in accordance with your authorized signing arrangement.
- 20.14 If you are a partnership:
- (a) no restrictions in your partnership agreement will bind us, and your account will be governed by our documents; all partners, whether general, special or limited, will be jointly and severally responsible;
 - (b) you will give us a new mandate and open a new account on admission of any new partner. Unless expressly released in writing, retiring partners will remain liable;
 - (c) notwithstanding notice of any change in your constitution or dissolution, the remaining partners will have full powers to deal with your accounts in any way. We may open accounts for the new firm in the same name and collect for the new firm any payments designated for the old firm without enquiries; and
 - (d) upon the death of any of you, the balance in the account will belong to the original partners and their estates.
- 20.15 If you hold your account for another person, you accept joint and several, personal responsibility in relation to your account, in addition to the responsibility of that other person. You confirm that you are fully authorized to open, operate and close the account. You will indemnify us against any liability, loss or expense arising from any transaction involving the account.
- 20.16 If your account is a trust account, you confirm that you are fully authorized under the trust to open, operate and close the account without restrictions.
- 20.17 Without affecting other methods of communications, any communication to you posted in our office(s) in Hong Kong or on our website, or sent to your latest address, email address or facsimile number on our record is deemed to be received by you, when posted in our office(s) or on our website or left at such address, or on despatch if sent by email or facsimile, or 2 days after posting or 7 days if posted to an overseas address, notwithstanding its return through the post, and notwithstanding the death or incapacity of the addressee. Any voice message left by us on your telephone recording system (whether or not actually retrieved by you) is deemed to be received by you when left. Any communication to us is effective only when actually received by us.
- 20.18 We may assign or transfer all or any of our rights and obligations.
- 20.19 Our rights are cumulative, may be exercised many times and are not exclusive of any rights or remedies provided by law.
- 20.20 A failure or delay in exercising any of our rights will not operate as a waiver, and a single or partial exercise of any of our rights will not preclude any further exercise of that right or the exercise of any other right.
- 20.21 If any term or condition or part thereof applicable to any service is invalid, all other terms and conditions remain in full force and effect.
- 20.22 The terms and conditions applicable to each service, and all transactions with you, are, unless otherwise expressly agreed, governed by law of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 20.23 You will be responsible for filing tax and other returns and reports on the transactions we handle for you.
- 20.24 You will, where necessary, obtain and maintain at your own cost suitable equipment, facilities and connections (including computer, software and communications connections) to use a service from us. You are responsible for all telephone, internet service and other charges incurred.
- 20.25 To reinforce us against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, we shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing you and your transactions for such purposes. You confirm that you understand that your tax status will be subject to such screening and monitoring.
- 20.26 The English version of all terms and conditions prevails over the Chinese version. The Chinese version is for reference only.

21 US Dollar / Euro / Renminbi clearing

- 21.1 You acknowledge that the operation of the US Dollar, Euro and Renminbi clearing systems in Hong Kong will be subject to their respective Clearing House Rules and Operating Procedures (as the same may be modified from time to time).

- 17.1 You agree that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to you or other persons in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of anything done or omitted to be done by Hong Kong Monetary Authority bona fide or by any other parties concerned with any of the above Clearing Houses, or by any other person in the management, operation or use (including the termination and/or suspension of the settlement institution, the Clearing Facilities or any member) of any of the Clearing Houses or the Clearing Facilities or any part of any of them.

22 Stand Alone Notice

The Stock Exchange of Hong Kong Limited endeavours to ensure the accuracy and reliability of the information provided. But The Stock Exchange of Hong Kong Limited and we do not guarantee the accuracy or reliability of any information, and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

23 Complaints

The Account Holder may make a complaint by writing to any of our office in Hong Kong. Such complaint must clearly identify the Account Holder, the Account Holder's account number, the Account Holder's address and the specific nature of the complaint.

B. Current Account

1. We are not responsible for any loss if you fail to comply with any of the following:
 - (a) Please draw cheques in non-erasable ink or ball-point pen in Chinese or English.
 - (b) You will exercise due care in drawing cheques and will not draw cheques by a means or in a manner which may facilitate alteration, fraud or forgery. Write the amount, in words and figures, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. Add "only" after the amount in words. Use only Arabic numerals for figures. The space at the bottom of the cheque is for our use and should be left blank.
 - (c) Please confirm any alteration on a cheque by your full signature. We are not responsible for losses from alterations which cannot be readily detected. You will be responsible for all losses if you fail to exercise reasonable care in drawing cheques or if you draw them by a means or in a manner that may facilitate alteration, fraud or forgery.
 - (d) A cheque drawn payable to a payee or to his order will be payable to him or another person to whom he has endorsed the cheque. A "crossed" cheque would not be paid in cash to the holder. A "bearer" cheque is however payable to any person who presents the cheque to us. For your protection, please delete "or bearer" on and cross all cheques not personally delivered by you. Do not pre-sign a cheque in blank.
 - (e) Please apply for a new cheque book by presenting a duly completed and signed Cheque Book Application Form to us. We may, in our discretion, refuse to issue a cheque book.
 - (f) We may deliver a cheque book to you in person or, at your risk, hand it to the bearer of a Cheque Book Application Form or forward it by post to you according to your instructions. Please ensure the correctness of your mailing address and can receive the cheque book safely by mail.
 - (g) On receiving a new cheque book, please check the cheque serial numbers, account number, your printed name and the number of the cheques. Please promptly report any irregularities to us.
 - (h) Please keep your cheque books in a secure place and under lock.
2. If you wish to stop payment, please give us full details of the cheque. Please immediately report to us the loss of any cheque (signed, blank or cheque books). We are not responsible for any payment made before we have a reasonable opportunity to act on your request to stop payment or your report of lost cheque. You will on demand indemnify us against any claim, liability or loss, or reasonable expense arising from non-payment of any cheque countermanded by you.
3. We may return unpaid a cheque which is incorrectly completed, altered without your full signature, mutilated, post-dated or out-of-date. Charges will apply.
4. We, as the collecting bank, are not required to give any notification to you regarding any cheques unpaid and returned to you.
5. If several cheques are presented for payment simultaneously, we may determine the order for payment at our discretion and without liability.
6. We may honour a cheque although your account will be overdrawn or an overdraft limit exceeded. We may levy a charge for a dishonoured cheque. We will notify you promptly when your account without pre-arranged credit facilities are overdrawn and the related fees and charges.

7. You may not overdraw your account or exceed an agreed overdraft limit without our prior agreement. Overdrafts are granted at our discretion. Interest and fees will be charged at the rate and in the manner we determine from time to time. We may at any time reduce, cancel, suspend or increase an overdraft facility, or demand immediate repayment of all outstanding amounts and interests.
8. We may at our discretion determine the maximum amount for which a cheque may be drawn.
9. We may on closing your account refuse, without liability, payment of any cheque subsequently presented.
10. You will return all unused cheques to us without delay on closure of your account.
11. You agree that:
 - (a) cheques drawn by you which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for such period as is stated in the rules relating to the operation of the Clearing House and after this, they may be destroyed by the collecting bank or HKICL as the case may be; and
 - (b) we are authorized to contract inter alia with collecting banks and HKICL in accordance with the terms in paragraph 11(a).
12. Interest accrues daily. If your overdraft account is denominated in:
 - (a) Hong Kong Dollars, Pounds Sterling or Singapore Dollars, interest will accrue on the basis of a 365 day year;
 - (b) any other currency, interest will accrue on the basis of a 360 day year (or another basis we choose).
 - (c) Interest rates are subject to adjustment from time to time in accordance with market fluctuations (as determined by us) and may result in negative interest rates. When a negative interest rate occurs, the interest will be charged to the account.
13. Uncleared funds are not counted towards the unused portion of overdraft facilities.
14. We may allow transactions to be carried out without the cheque being produced.
15. If your account is a statement account, a statement of account will be sent to you every month or at such intervals as determined by us.
16. Restrictions may apply to an inactive account.

C. Savings Account

1. Interest accrues at such rate, if any, as determined by us. Interest will be credited to your account at the times determined by us.
2. Interest accrues daily. If the credit balance of your savings account is denominated in:
 - (a) Hong Kong Dollars, Pounds Sterling or Singapore Dollars, interest will accrue on the basis of a 365 day year;
 - (b) any other currency, interest will accrue on the basis of a 360 day year (or another basis we choose);
3. Interest rates are subject to adjustment from time to time in accordance with market fluctuations (as determined by us) and may result in negative interest rates. When a negative interest rate occurs, the interest will be charged to the account.
4. We may allow transactions to be carried out with a transfer application form or equivalent/similar authorization letter or other means which are agreed by you and us being produced.
5. If your account is a statement account, a statement of account will be sent to you every month or at such intervals as determined by us.
6. We may charge reasonable fees or the interest rate applicable may be zero if your account balance is less than the minimum required by us, or if your account is inactive for such time as we notify. Restrictions may apply to an inactive account.
7. In accordance with market practice, we may levy charges on credit balance. If an account is closed within such period of time as set by us from time to time, we may charge a reasonable fee.

D. Fixed Deposits

1. Fixed deposits may be made in the currencies, minimum amounts and for the periods determined by us and as stated in a deposit confirmation / account statement issued by us.
2. Deposits in Hong Kong dollars may be made for same day value. Deposits in another currency may require 2 banking days' advance notice.
3. A deposit will be evidenced by a deposit confirmation / account statement issued by us. We may require surrender of the original confirmation in good order in order to withdraw the deposit. A new deposit confirmation or an auto-renewal statement will be issued for each renewal. Please examine deposit confirmations / statements/ transaction entries carefully and notify us immediately of any error.
4. Deposits may not be uplifted before maturity except at our discretion. Early uplift may result in no interest being payable, and may be subject to a charge in the amount determined by us.

5. A fixed deposit and interest thereon are payable at the end of the fixed period. If the deposit is denominated in a foreign currency, 2 banking days' notice to us is required for its uplift. If you have not given us instructions for withdrawal or renewal, interest will only be payable after maturity at our discretion and at the rate determined by us.
6. Interest on a deposit is only payable at maturity and is calculated on the principal amount at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date.
7. If a deposit would otherwise mature on a non-banking day, the deposit is repayable on the next banking day.
8. A swap deposit will be placed and be repaid with interest in an agreed currency (the first currency). We will convert the principal amount into another currency (the second currency), calculate interest on the converted amount, and reconvert the amount and interest into the first currency at maturity at the agreed forward rate for repayment. No amount will be repayable in the second currency. Renewals will only be made in the first currency.
9. If you have agreed to set up a deposit by placing several sums on specified dates, no interest will be payable unless you have duly placed all sums. If any specified date falls on a non-business day, the sum will be payable on our preceding business day.
10. We may (but are not obliged to) pay interest on a matured deposit that is not renewed or withdrawn, at our savings account rate or any other rate determined by us or renew the deposit for the same period at the rate for similar deposits quoted by us at close of business on the renewal date. A deposit to be automatically renewed will carry interest at the rate for similar deposits quoted by us at close of business on the renewal date.

E. E-Statements / E-Advices Service

1. The e-Statements / e-Advices service ("Service") is at all times provided to you if you :
 - (a) possess a valid and up-to-date email address that has sufficient capacity at all relevant times to receive the statement alert; or
 - (b) possess a mobile device or telecommunications equipment capable of receiving and reading the e-statement, as determined by us from time to time.
2. We will send a statement to your designated email address via secured means. We may, in our discretion, send a message to your email address. A statement sent or re-sent under the Service to your email address (as the case may be), shall be deemed to be delivered to you. It is your responsibility to frequently and periodically checks your email address to acquire such notices.
3. Once you have registered with the Service, the corresponding statements and advices (i.e. in their paper form) will no longer be sent to your mailing address or by any other means unless otherwise stipulated. Such contents and records shall be binding upon you irrespective of whether or not they have been reviewed and/or saved by you. These Conditions are not intended to and will not supersede or replace the existing general terms and conditions governing your Accounts and your use of other products and services offered by us. These Conditions shall be deemed and reviewed as supplementary to such general terms and conditions. In the event of inconsistency or conflict between these Conditions and other terms and conditions, these Conditions shall prevail where the Service is concerned.
4. Once you have registered your account(s) for the Service, it is deemed that you agree and accept to receive the e-statements/e-advices which have been provided or to be provided from the account(s) by electronic means.
5. If you have registered for the Service which requires your acknowledgement/ response to the e-statements/e-advices from the account(s), you agree to download, store and print the corresponding documents and reply to us within a reasonable time.
6. During such time when you are registered with the Service, you may in addition request for the corresponding statement/ advice in paper form, but such a request is at all times subject to the service charges as we shall determine from time to time.
7. You warrant that all particulars given to us for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant time and undertake to notify us as soon as practicable of any changes thereto including, without limitation, your email address and telephone number.
8. You agree to open, read or access and carefully review and examine all e-statements / e-advices sent to you in a timely manner and advise us as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities arising from whatever cause, including, without limitation, forgery, fraud, lack of authority or your negligence or negligence of another person(s) ("Errors").
9. You agree that the e-statements / e-advices shall, as between us and you, be conclusive evidence as to the balance shown therein and that the e-statements / e-advices shall be binding upon you and you shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against us in respect thereof unless you notify us of any such errors within 90 days for all e-statements / e-advices after we have sent the statement to your email address.

10. You understand that internet, mobile phone and email services may be subject to certain IT risks and disruption.
11. You shall bear any fees, charges or expenses which may be imposed by any telecommunications company (whether or not designated by us) providing or servicing your telecommunications equipment in connection with the Service.
12. We may re-send to the email address any statement which, in our opinion, has failed to reach you the first time we sent it. This will be done in accordance with our procedures for re-sending that statement, if any, as designated by us from time to time. If, in our opinion, the statement sent or re-sent further to your email address has failed to reach you, we may, in our sole discretion, notify you of the same using such means as we deem appropriate and you must comply with any instructions we may specify in such notices. We may, but shall not be obliged to, forward the corresponding statement or advice of that particular e-statements / e-advice to the mailing address you have last registered with us. We may also, in our sole discretion, stop sending the said e-statements / e-advice or even all other e-statements / e-advice in the future and we may dispose of the said statement alert as we shall decide including, without limitation, deleting or removing the same from our system and record.
13. You may terminate the Service and any other related service (if applicable) by notifying us with at least of 3 business days in such manner as we may prescribe from time to time.

F. Renminbi Accounts

1. General

- (a) Customers opening a Renminbi deposit account with our office(s) in Hong Kong are not allowed to withdraw/deposit at mainland branches of our Bank.
 - (b) Cross-border Overdraft on Renminbi account is not available.
 - (c) Interest on Renminbi deposit account is calculated on the basis of 360 days a year.
- 1.1 You:
- (a) shall comply with all laws of Hong Kong and mainland China, and all regulations, rules and other requirements of any regulator or other authority in Hong Kong or mainland China, which are applicable to RMB services for customers in your category or your type of account. For example, you shall ensure that remittances to and from mainland China through your accounts are in compliance with applicable laws, regulations and rules in mainland China, and you shall obtain any approval required from the authorities in mainland China in respect of your remittance to mainland China. If a remittance is rejected, charges will remain payable;
 - (b) shall, within the time required by us, provide all such information and documents in connection with your account and transactions as may be required by us;
 - (c) shall comply with all rules, conditions and requirements from time to time applied by us for the purposes of RMB services for customers in your category or your type of account; and
 - (d) agree that different restrictions and requirements may apply to different categories of customers or different types of accounts.
- 1.2 We may:
- (a) take any action, with or without notice to you, to comply with any requirements of the clearing institution for RMB clearing and settlement services in Hong Kong, any agent bank in mainland China through which we conduct RMB clearing and settlement services, or any regulator or other authority in Hong Kong or mainland China;
 - (b) provide any information about you, your accounts and transactions to any entity referred to in paragraph (a) above;
 - (c) delay or decline, without giving reason and without liability, to execute any of your instructions or to accept any RMB deposit; and
 - (d) at any time in any way vary, suspend, withdraw or terminate all or any part of the RMB services, or impose any conditions or restrictions, whether or not any such action applies to any other customers.
- 1.3 Currency conversion services (between RMB and other currencies) are provided at our sole discretion.

G. Credit Facilities

1. At your request, we can provide a range of credit facilities based on your asset value to suit your financial needs. We may request you to sign the relevant documents for our credit assessment and at our own discretion, make the credit facilities available to you or for your account. Please refer to the terms and conditions of the relevant credit facilities documents for details.

H. E-Cheques And E-Cheque Drop Box Services

1. Applicability and Definitions

- 1.1 The provisions of Section B (Current Account), Part I, the provisions of Section F (Renminbi Accounts), Part I and the other provisions of these Conditions, to the extent that they are relevant and not inconsistent with the provisions in this Section, apply to e-Cheques and our e-Cheques Services.
- 1.2 For the purpose of the e-Cheques Services, the following terms have the following meanings:
- (a) "Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
 - (b) "Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.
 - (c) "Deposit Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit.
 - (d) "e-certificate" means a certificate recognized by the Clearing House from time to time for the purpose of issuing e-Cheques that is issued by a certification authority acceptable to us.
 - (e) "e-Cheque" means a cheque (including a cashier's order), issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.
 - (f) "e-Cheque Drop Box Account" means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
 - (g) "e-Cheque Drop Box Service" means an electronic drop box provided by the Clearing House that accepts presentment of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.
 - (h) "e-Cheque Drop Box Terms" means the terms and conditions specified by the Clearing House from time to time to regulate the use of the e-Cheque Drop Box Service provided by the Clearing House.
 - (i) "Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques developed and/or adopted by the Clearing House and the banking industry from time to time.
 - (j) "Payee Bank" means the bank at which a Payee Bank Account is held.
 - (k) "Payee Bank Account" means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque into which the e-Cheque is to be deposited which may be a sole name (including an account in the name of an organization) or a joint name account of the payee.
 - (l) "Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.
 - (m) "you" means each customer to whom we provide e-Cheques Services and, where the context permits, includes any person authorized by the customer to sign e-Cheques on behalf of the customer from time to time.

2. E-Cheques Deposit Services

- 2.1 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.
- 2.2 E-Cheque Drop Box Service
- (a) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
 - (b) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
 - (c) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.

- (d) We give no representation or guarantee, whether express or implied, relating to the availability, quality, timeliness or any other aspect of the e-Cheque Drop Box Service provided by the Clearing House. Unless otherwise stated in the e-Cheque Drop Box Terms, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.

- 2.3 Our Deposit Channels: We may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the provisions governing the use of any Deposit Channel. You are responsible for the presentment of all e-Cheques by you or any other person via your Payee Bank Account by using our Deposit Channels.

3. Handling of e-Cheques, associated risks and our liabilities

- 3.1 Handling of e-Cheques: You understand that we and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques drawn by you or payable to you. Accordingly, we are entitled to pay and collect e-Cheques for you even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of cheques when collecting any e-Cheque payable to you by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures.
- 3.2 Restriction of our liability: Without reducing the effect of the provisions of these Conditions:
- (a) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheques services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques issued by you or presented by you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
 - (b) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
 - (i) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
 - (ii) your failure to comply with your obligations relating to the e-Cheques services, including your obligation to safeguard against issuance of e-Cheques by unauthorized persons;
 - (iii) presentment of any e-Cheque issued by you or payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
 - (iv) any failure or delay in providing the e-Cheques services, or any error or disruption relating to the e-Cheques services, caused by or attributed to any circumstance beyond our reasonable control; and
 - (c) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- 3.3 Your confirmation and indemnity
- (a) You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques services and the services provided by the Clearing House, respectively. You accept and agree to bear the risks and the liabilities for issuing and depositing e-Cheques.
 - (b) Without reducing the effect of any indemnity given by you under these Conditions or any other rights or remedies that we may have, you will indemnify us and our 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 us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques services or your use of the e-Cheques services.
 - (c) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
 - (d) The above indemnity shall continue to have effect after the termination of the e-Cheques services.

I. Foreign Exchange Transactions

The definitions which apply to this Part of these Conditions are set out in Condition 20 (Definitions and Interpretation) of this Part.

1. Applicable Terms

Unless we agreed otherwise, this Part of these Conditions shall apply to each FX Transaction. In respect of a FX Transaction, in the event of any inconsistency between the provisions of this Part and the remaining

provisions of these Conditions, the provisions of this Part shall prevail for the purpose of such FX Transaction. In the event of any inconsistency between the provisions of this Part and the provisions contained in the Confirmation relating to a FX Transaction, the provisions of such Confirmation shall prevail for the purpose of such FX Transaction.

2. Entering Transactions

- 2.1 **FX Transactions:** We may from time to time at your request enter into one or more FX Transactions with you (whether orally, in writing or by any other means). However, nothing in these Conditions shall oblige us to enter into any FX Transaction.
- 2.2 **Order Watching:** You may request us to enter into a FX Transaction with you at a certain exchange rate set by you in a request given to us. Each such request received and confirmed by us will be effective until such time as may be specified in the request and agreed by us.
- 2.3 **Confirmation:** We will send a Confirmation setting out the details of each FX Transaction to you. You undertake to examine each Confirmation and agree that failure to give a notice of objection about the contents of a Confirmation within 7 business days from the date of the Confirmation shall be deemed to be your waiver of any right to raise objections in respect of such Confirmation and the terms and conditions contained therein shall be conclusive and binding on you.
- 2.4 **Authorized Person:** Your Authorized Person(s) shall have full authority to act for you in all respects, including to enter into any FX Transactions on your behalf and give any instructions on your behalf to us in connection with any FX Transactions. Any signing arrangement of you will not apply to any instructions given (subject to our agreement) by telephone or other means where the signature of the Authorized Person(s) is not provided, and we are authorized to execute such instructions by any one Authorized Person.

3. Single Agreement

All FX Transactions, all Confirmations evidencing the FX Transactions and all the terms in these Conditions (including without limitation to this Part) for the FX Transactions shall form a single agreement between you and us (collectively, the "Agreement") with respect to the subject matter thereof.

4. FX Transactions Settlement

- 4.1 **Settlement of Deliverable FX Transaction:** On the Settlement Date in respect of a Deliverable FX Transaction:-
- (a) you will pay the amount specified as sold or payable by you for the transaction; and
 - (b) we will pay the amount specified as bought by you or specified as sold or payable by us for the transaction, in each case subject to any applicable condition precedent and other terms of the Agreement.
- 4.2 **[Settlement of Non-Deliverable FX Transaction:** On the Settlement Date in respect of a Non-Deliverable FX Transaction:-
- (a) if the Settlement Amount is a positive number, the Reference Currency Buyer will pay that amount to the Reference Currency Seller; and
 - (b) if the Settlement Amount is a negative number, the Reference Currency Seller will pay the absolute value of that amount to the Reference Currency Buyer, in each case subject to any applicable condition precedent and other terms of the Agreement.]
- 4.3 **Settlement Amount:** In respect of a Non-Deliverable FX Transaction, "Settlement Amount" means an amount expressed in the Settlement Currency calculated on a formula basis as follows:-
Notional Amount x [1 - (Forward Rate / Fixing Rate)]
Rate and for the purpose of the above formula:-
- (a) "Notional Amount" means the amount of Settlement Currency agreed to be sold by the Reference Currency Buyer or agreed to be bought by the Reference Currency Seller; and
 - (b) the Forward Rate and the Fixing Rate are quoted by way of Reference Currency per unit of Settlement Currency.]
- 4.4 **Consequences of Disruption Event:** In respect of any FX Transaction, if a Disruption Event occurs on the Rate Fixing Date or Settlement Date, we may at our sole discretion:
- (a) determine the Fixing Rate, taking into consideration all relevant information in good faith;
 - (b) postpone the Settlement Date to the first succeeding business day on which the Disruption Event ceases, unless the Disruption Event continues to exist for such number of consecutive business days as determined by us by reference to market practice. In that case, the last such business day will be the Settlement Date; and/or
 - (c) terminate the relevant FX Transaction in accordance with Condition 7 (Early Termination) as if a Close-out Event had occurred and the FX Transaction were the only terminated FX Transaction. In that case, an Early Termination Amount will be calculated by us and payable by the relevant Party in respect

of such terminated FX Transaction in accordance with Condition 7.4 (Payments on Early Termination) and Condition 7.5 (Calculations).

4.5 **Meaning of Disruption Events:** In respect of any FX Transaction, a Disruption Event occurs if (as determined by us at our sole discretion):

- (a) it is, or becomes, impossible, impracticable or illegal for us to effect a currency exchange involving a Relevant Currency through customary legal channels;
- (b) any event occurs which makes it impossible, impracticable or illegal for us to deliver a Relevant Currency from accounts inside the Relevant Currency Jurisdiction to accounts outside the Relevant Currency Jurisdiction, or to deliver a Relevant Currency between accounts inside the Relevant Currency Jurisdiction or to a party that is a non-resident of the Relevant Currency Jurisdiction;
- (c) it is, or becomes, impossible, impracticable or illegal for us to determine a currency exchange rate for a Relevant Currency or to obtain a firm quote for such rate or the currency exchange rate between the Relevant Currencies has split into dual or multiple currency rates;
- (d) any event that makes it impossible, impracticable or illegal for us to determine the relevant currency exchange rate by reference to the relevant price or rate source as contemplated under a FX Transaction;
- (e) the relevant currency exchange rate is not announced or published by the relevant price or rate source as contemplated under a FX Transaction;
- (f) it has become impracticable, impossible or illegal for us to perform any FX Transaction; or
- (g) we will incur a materially increased cost in performing its obligations under any FX Transaction (including any adverse effect on our tax position).

5. Payment

5.1 **Payment Obligations:** Each party shall make payment(s) required to be made by it under each FX Transaction in the place and in the manner agreed, or if it has not been agreed, as we designate. A payment obligation of you shall only be considered to have been performed if we have received immediately available funds for such payment before the cut-off time as prescribed by us from time to time.

5.2 **Conditions precedent to our obligation:** Our obligation to make payment under a FX Transaction is subject to the conditions precedent that:

- (a) no Close-out Event has occurred or is deemed to have occurred; and
- (b) you have performed its payment obligation under that FX Transaction.

5.3 **Cleared fund:** All payments by you to us shall be made in full without any set-off, counterclaim, deduction, withholding or condition of any kind. If you are compelled by law to make any withholding or deduction, the sum payable by you shall be increased so that the amount actually received by us is the amount we would have received if there had been no such withholding or deduction.

5.4 **Currency:** Payment by you to us shall be in the currency of the relevant liability. A sum received by us in another currency only constitutes a discharge to the extent of the net amount of the currency of your liability which we would be able to purchase with the amount received as soon as it is practicable to do so. You will, as a separate obligation and notwithstanding any judgment, indemnify us against any reasonable loss and expense. It will be sufficient for us to show that it would have suffered a loss had an actual exchange or purchase been made.

5.5 **Account credit/debit:** Any payment by us to you under the Agreement may be made by us by crediting the relevant sum to any account of yours held with us. We are authorised to debit any of your account(s) maintained with us for any amount payable or owing by you to us.

5.6 **Cash Cover:** You shall from time to time provide us cash cover in such amount(s) as required by us (whether prior to or after the entry into any FX Transaction). Any such cash cover (whether in your account with us or held as a time deposit with us) shall not be withdrawn by you except with our prior written consent. Except with our prior written consent, you shall not assign, charge, dispose of or otherwise deal with any such cash cover. Without prejudice to our rights under Condition 11 (Set-off and Consolidation), we may at any time set off and/or apply such cash cover against and/or towards settlement of your obligations and liabilities owing to us (whether actual or contingent). We are authorised to convert any such cash cover at the Exchange Rate for the purpose of the set-off and/or settlement.

6. Settlement Netting

If we notify you that "settlement netting" shall apply, payments due under one or more FX Transactions from one Party on any day may be set off against payments due from the other Party under such FX Transactions in the same currency on the same day so that only the net amount due from one Party to the other in a particular currency will be paid on that day.

7. Early Termination

7.1 **Close-out Events:** Each of the events or circumstances set out below is a Close-out Event:-

- (a) You become insolvent or are unable to pay your debts as they become due;
- (b) Any action, proceedings or other procedure is taken in relation to the winding-up, dissolution, bankruptcy, administration, reorganisation, composition of debts, scheme of arrangement or other similar relief in respect of you;
- (c) A trustee, receiver, liquidator, administrator or other similar official is appointed in respect of you or an encumbrancer takes possession of whole or any substantial part of your assets;
- (d) You fail to pay any sum due or payable under the Agreement or fails to duly provide any cash cover or security (or additional cash cover or security) as we require or demand under the Agreement;
- (e) You fail to perform any of its obligations to us under the Agreement or any other agreement of whatever nature with us;
- (f) You repudiate or disclaim the Agreement, any FX Transaction or any other transaction between you and us (whether under the Agreement or otherwise);
- (g) The legal proceedings of any nature have been commenced against you;
- (h) (Where you are or consist of individual(s)) you die or become mentally incapable;
- (i) Any event occurs which, in our opinion, has a material adverse effect on (i) your business, operations, property, conditions (financial or otherwise) or (ii) your ability to perform your obligations under any FX Transaction or the Agreement or any other agreement with us;
- (j) It becomes impossible or illegal for either Party, or both, to perform any provision of the Agreement; or
- (k) (i) Any of your indebtedness for borrowed money becomes or becomes capable of being declared due and payable prematurely by reason of any event of default (howsoever described); (ii) you fail to make payment in respect of any indebtedness for borrowed money; (iii) any security given by you for any indebtedness for borrowed money becomes enforceable; or (iv) you default in making any payment due under any guarantee and/or indemnity given by you in relation to any indebtedness for borrowed money.

7.2 **Additional right of termination by us:** We may at any time at our sole discretion determine to early terminate all outstanding FX Transactions (and all of your standing orders or instructions for FX Transaction(s)), notwithstanding any other provisions of this Part of these Conditions or any other agreements including Confirmations, and without any liability to you. Upon such determination by us, a Close-out Event is deemed to have occurred.

7.3 **Early Termination Date:** If at any time a Close-out Event has occurred or is deemed to have occurred, we may, by notice to you, designate a day as an Early Termination Date in respect of all outstanding FX Transactions (or in the case of Condition 4.4(c) (Consequences of Disruption Event), the relevant FX Transaction affected by the Disruption Event). The FX Transaction(s) with respect to which the Early Termination Date is designated will terminate on such date. As from an Early Termination Date, no payments in respect of the terminated FX Transactions are required to be made (whether or not such payment has become payable prior to the Early Termination Date) except as provided under Condition 7.4 (Payments on Early Termination).

7.4 **Payments on Early Termination:**

- (a) An Early Termination Amount will be payable, being an amount (as determined by us) equal to (a) the sum of the Close-out Amount(s) (positive or negative) for each terminated Transaction or group of terminated Transactions and the Unpaid Amounts owing to us less (b) the Unpaid Amounts owing to you, all amounts being expressed in the Termination Currency Equivalent. If the Early Termination Amount is a positive number, you will pay it to us. If it is a negative number, we will pay the absolute value of that amount to you.
- (b) Any Close-out Amount will be determined by us in good faith. Each Close-out Amount will be determined as of the Early Termination Date, or as of the date(s) following the Early Termination Date as would be commercially reasonable.
- (c) In determining a Close-out Amount, we may consider any relevant information including quotations (firm or indicative) for replacement transactions supplied by third parties regularly engaged in similar transactions, market data or internal information. We may include, without duplication, costs of funding, and any reasonable loss or cost incurred in connection with our terminating or re-establishing any hedge related to the terminated FX Transaction(s) (or any resulting gain).
- (d) Unpaid Amounts and the amounts payable by you under Condition 8 (Costs and Expenses) will be excluded in determinations of Close-out Amounts.

7.5 **Calculations:** As soon as reasonably practicable after an Early Termination Date, we will calculate the Early Termination Amount and provide to you a statement specifying any Early Termination Amount payable. An Early Termination Amount due in respect of an Early Termination Date shall be paid on the date of such statement specifying the amount payable, together with interest thereon in the Termination Currency from (and including) the Early Termination Date to (but excluding) the date such amount is paid (before and after judgment).

- 7.6 **Pre-Estimate:** The Parties agree that an amount recoverable under Condition 7.4 (Payments on Early Termination) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for loss of bargain and loss of protection against future risks. Except as otherwise provided in this Part of these Conditions, neither Party will be entitled to any additional damages in respect of the termination of the terminated FX Transactions.
- 7.7 **Right of Set-off:** If any sum is payable by us to you under Condition 7.4 (Payments on Early Termination), such sum will, at our option, be reduced by our set-off against any other amounts ("Other Amounts") payable by you to us (whether or not arising under the Agreement, matured or contingent, and irrespective of the currency, place of payment, or place of booking of the obligation). For this purpose, the Other Amounts (or the relevant portion of such amounts) may be converted by us into the Termination Currency at the Exchange Rate. This Condition shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which we are at any time otherwise entitled (whether by operation of law, contract or otherwise).
- 7.8 **Conclusive statement:** A statement issued by us setting out our calculation and the amount payable under Condition 7.4 (Payments on Early Termination) above shall be conclusive and binding on you.
- 8. Costs and Expenses**
- 8.1 **Payment of fees:** You shall pay to us the fees, commissions and charges in connection with the transactions contemplated under the Agreement at the rate and in the amount and manner notified by us to you from time to time.
- 8.2 **Cost Indemnity:** You shall indemnify us against all losses, reasonable costs and expenses (including the legal fees on a full indemnity basis) reasonably incurred by us in connection with the transactions contemplated in the Agreement, including all losses, costs and expenses reasonably incurred by us as a result of:-
- (a) the performance, perfection or enforcement of, or the preservation of rights under, the Agreement or any transaction contemplated in the Agreement;
 - (b) the preparation, execution or amendment of any documents in connection with the Agreement or any transaction contemplated in the Agreement; or
 - (c) your failure to duly and timely perform its obligations under the Agreement or any transaction contemplated in the Agreement.
- 9. Interest**
- 9.1 **Interest on Early Termination Amount:** If an Early Termination Amount is due from us to you in respect of an Early Termination Date, interest payable on such Early Termination Amount shall accrue at the rate of our cost of fund (as determined by us in good faith). If an Early Termination Amount is due from you to us in respect of an Early Termination Date, (i) in relation to the period commencing from the Early Termination Date until the date of the statement specifying the amount payable for such Early Termination Date issued under Condition 7.5 (Calculations), interest on the Early Termination Amount shall accrue at the rate of our cost of fund (as determined by us in good faith) and (ii) in relation to the period thereafter, interest payable on such Early Termination Amount shall accrue at the default rate of 8.5% per annum over the higher of our best lending rate and our cost of fund.
- 9.2 **Default Interest:** We may charge default interest (at such rate and on such basis as we may determine from time to time) on any sum not paid by you when due. Your obligation to pay default interest on overdue sums shall continue until all sums owing by you to us have been paid in full. Unless otherwise stipulated, a default rate of 8.5% per annum over the higher of our best lending rate and our cost of fund, will apply to any sum not paid when due.
- 10. Security**
- You shall, upon our demand :
- (a) immediately provide such security, or additional security, in form and value as may be required in our sole opinion sufficient to secure any of your obligations and liabilities to us under the Agreement; and
 - (b) execute and deliver to us any security documents in form and substance satisfactory to us over any of your assets as we specify in any such demand.
- 11. Set-off and Consolidation**
- 11.1 **Account set-off:** We may, at any time and without notice, combine or consolidate all your accounts with us, our subsidiary, associated or holding company and apply any credit balance to which you are entitled, either alone or jointly, in or towards satisfaction of any obligation (whether or not matured, actual, future, contingent, unliquidated or unascertained) owed by you to us, regardless of the currency, the place of payment or the office through which we are acting.

- 11.2 **Right of set-off:** We may, at any time without notice or demand, set-off any obligation owed by you to us against any obligation (whether or not matured) owed by us to you, regardless of the place of payment, the branch through which we are acting or currency of either obligation.
- 11.3 **Foreign currency:** We are authorized to purchase, at the Exchange Rate, such other currencies as may be necessary to effect such application with the monies standing to the credit of such account in Condition 11.1 (Account set-off) above. If the obligations referred to in Condition 11.2 (Right of set-off) above are in different currencies, we are also authorized to convert either obligation at the Exchange Rate for the purposes of exercising its set-off right.
- 11.4 **Unliquidated amount:** If any of the obligations referred to in Conditions 11.1 (Account set-off) above and 11.2 (Right of set-off) above is unliquidated or unascertained, we may set off an amount estimated by it in good faith to be the amount of that obligation.
12. **Telephone Recording**
You agree that we may record telephone conversations between us and you, including any director, officer, employee, agent or representative of each Party. You further agree that any such recording may be submitted in evidence to any court or in any formal proceeding for any purpose relating to the Agreement or any FX Transaction.
13. **Disclosure**
- 13.1 **Consent to disclose information:** We are authorized to disclose and transfer from time to time all information in connection with your accounts and business with us to:
- (a) our holding company or any of our Bank's offices, branches, related companies or associates or any subsidiary or associated company of that holding company;
 - (b) any agent, contractor or third party service provider which provides services of any kind to us in connection with the operation of our business;
 - (c) any actual or proposed participant or sub-participant in, or assignee or novatee of our rights in relation to, your accounts or any banking services or facilities.
- 13.2 **Disclosure permitted by law:** You further consent to the disclosure of any of your information by us if required or permitted to do so by any law, regulation, court order or any regulatory authority in any jurisdiction.
- 13.3 **Disclosure to security provider:** You consent and acknowledge that we may provide the following information/documents to any actual or potential guarantor(s) or security provider(s) in respect of your obligations and liabilities owing to us:
- (a) any financial information concerning you;
 - (b) a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;
 - (c) a copy of any formal demand for payment which may be sent to you; and
 - (d) from time to time on request of the guarantor(s) or security provider, a copy of the latest statement of account or other information showing your financial status and/or transactions with you.
- 13.4 **Personal Data:** Where you are not a limited company, any personal data relating to you may be used and disclosed for such purposes and to such persons as may be in accordance with our policies on the use and disclosure of personal data set out in statements, circular or notices made available by us to our customers and such data may be used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance). Where you are a limited company, all personal data and information in respect of each individual provided by you on behalf of each individual to us (a) have been collected by lawful means; and (b) are accurate in all material respects so far as you are aware. You also agree to ensure that, in relation to all personal data collected by and provided to us by you, all necessary consents required from the individuals have been obtained and that the individuals are aware that their personal data and information may be used, transferred or disclosed by us in accordance with our policies on the use and disclosure of personal data as set out in the Notice to Data Subjects (including customers) relating to the Personal Data (Privacy) Ordinance-BANK OF DONGGUAN CO., LTD., HONG KONG BRANCH made available by us to each individual through you from time to time and that those individuals are aware that they may have legal rights of access to and correction of information held about them by us.
14. **Change in Constitution**
All agreements, collaterals, obligations given or assumed by you shall continue to be valid and binding notwithstanding any change in your or our constitution, by amalgamation, consolidation, reconstruction or otherwise.
15. **Partnership**
- 15.1 **Customer in partnership:** Where you consist of partners, references to you, where the context admits, includes references to persons who constitute you for the time being.

- 15.2 **Change in partnership:** If you are a partnership, the Agreement and any document executed and signed by you to us shall continue to bind the partnership notwithstanding any change in the constitution, name or membership of the partnership by occurrence of any other event which may dissolve the partnership or otherwise affect your obligations to us.
- 15.3 **Death or retirement of partner:** In the case of the death or retirement of a partner, the liability of the partner or his estate to us shall cease only with regard to transactions made with us subsequent to the actual receipt by us of written notice of the death or retirement of the partner.
- 16. Continuing Agreement, Waivers and Remedies**
- 16.1 **Continuing agreement:** This is a continuing agreement and all the rights, powers and remedies under the Agreement shall apply to all the obligations and liabilities of you to us and shall be binding on you and your respective successors and assigns notwithstanding any event affecting your capacity to be bound by the Agreement.
- 16.2 **Exercise of rights:** Our rights under the Agreement:
- (a) may be exercised as often as necessary;
 - (b) are cumulative and not exclusive of its rights under the general law and any other agreement; and
 - (c) may be waived only in writing and specifically.
- Delay in exercising or non-exercise of any right by us is not a waiver of that right.
- 17. Relationship between Parties**
- You represent and warrant to us on each date on which you enter into a FX Transaction and on each day during the existence of a FX Transaction that:-
- 17.1 **Non-Reliance:** You are acting for your own account as principal and not as agent or trustee for any other person, and you have made your own independent decisions to enter into that FX Transaction and as to whether that FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisers as you have deemed necessary. You are not relying on any communication (written or oral) of ours or our employee as investment advice or as a recommendation to enter into that FX Transaction, it being understood that information, materials and explanations related to the terms and conditions of a FX Transaction will not be considered investment advice or a recommendation to enter into that FX Transaction. No communication (written or oral) received from us or our employee will be deemed to be an assurance or guarantee as to the expected results and performance of that FX Transaction.
- 17.2 **Assessment and Understanding:** You are capable of assessing the merits of and understanding (on your own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that FX Transaction. You are also capable of assuming, and assumes, the risks of that FX Transaction.
- 17.3 **Status of Parties:** We are acting as principal and are not acting as a fiduciary for or an adviser to you in respect of that FX Transaction.
- 18. Notices**
- 18.1 **Risks in sending notices:** All notices or other communications in connection with the Agreement are to be sent at your own risk. We do not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other written form of electronic communication.
- 18.2 **Deemed receipt:** All notices or other communications from us to you will be deemed to be received by you:
- (a) if delivered personally, at the time of delivery;
 - (b) if sent by post, two or seven business days after posting to an address in Hong Kong or overseas respectively;
 - (c) if by facsimile, at the time of transmission; and
 - (d) if by email, immediately after transmission.
- 18.3 **Contact details:** The address or facsimile number of you for all notices under or in connection with the Agreement are those on record with us or last known to us.
- 18.4 **Notices to us:** Any notice or other communication to us must be given in writing and shall be deemed to have been given only on actual receipt by us, but we may at our sole discretion rely and act on any instruction given by any Authorized Person as contemplated in Condition 2.4 (whether such instruction is in writing or not).
- 19. Severability**
- If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- (a) the validity or enforceability in that jurisdiction of any other provision of the Agreement; or
 - (b) the validity or enforceability in other jurisdictions of that or any other provision of the Agreement.

20. Definitions and Interpretation

20.1 **Definitions:** In this Part of these Conditions,

"Agreement" has the meaning given to it in Condition 3 (Single Agreement).

"Authorized Person" means:

- (a) in the case where you are an individual or a sole proprietorship, you yourself (including the sole proprietor) and any other person appointed by you as an authorized person;
- (b) in the case where you are comprised of two or more individuals (excluding a partnership), each of such individuals and any other person appointed by you as an authorized person;
- (c) in the case where you are a partnership, each person appointed by you as an authorized person; and
- (d) in any other case (including the case where you are a limited company), each person appointed by you as an authorized person.

"Close-out Amount" means, with respect to one or more terminated FX Transactions, the amount of our losses or costs that are or would be incurred under the then prevailing circumstances (expressed as a positive number) or your gains that are or would be realised under the then prevailing circumstances (expressed as a negative number) in replacing, or in providing for us the economic equivalent of the material terms of the terminated FX Transactions, including payments and deliveries by the Parties under the Terminated FX Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date.

"Close-out Event" means any event or circumstance specified in Condition 7.1 (Close-out Events).

"Confirmation" means a confirmation issued by us to you setting out the details of a FX Transaction.

"Deliverable", if it is applicable to a FX Transaction, means that such FX Transaction will, subject to other provisions of the Agreement, be settled in accordance with the provisions in Condition 4.1 (Settlement of Deliverable FX Transactions), and unless otherwise specified in the Confirmation, "Deliverable" would be deemed to apply to a FX Transaction.

"Disruption Event" means any event or circumstance described in Condition 4.5 (Meaning of Disruption Events).

"Early Termination Amount" means the amount specified as such and calculated in accordance with Condition 7.4 (Payments on Early Termination).

"Early Termination Date" means the date designated as such pursuant to Condition 7.3 (Early Termination Date).

"Exchange Rate" means the rate for converting one currency into another currency which we determine to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on us.

"Fixing Rate" means, in respect of a Non-Deliverable FX Transaction, the currency exchange rate to be determined in accordance with the provisions for the Fixing Rate specified for such transaction.

"Forward Rate" means, in respect of a Non-Deliverable FX Transaction, the currency exchange rate specified as such for such transaction.

"FX Transaction" means a transaction (whether spot or forward) between us and you which provides for the purchase of an agreed amount in one currency in exchange for the sale of an agreed amount in another currency.

"Non-Deliverable", if it is applicable to a FX Transaction, means that such FX Transaction will, subject to other provisions of the Agreement, be settled in accordance with the provisions in Condition 4.2 (Settlement of Non-Deliverable FX Transactions), and "Non-Deliverable" is applicable to a FX Transaction if "Non-Deliverable" is specified in the related Confirmation and/or any other document relating to such transaction.

"Party" means you or us, as the case may be.

"Rate Fixing Date" means, in respect of a Non-Deliverable FX Transaction, the date specified as such for the transaction, which date is the day on which the Fixing Rate is to be determined for the purpose of such transaction.

"Relevant Currency" means:

- (a) the currency in which any amount agreed to be sold or bought under a FX Transaction;
- (b) the currency by reference to which any amount payable under a FX Transaction is determined; or
- (c) the currency in which any payment is required to be made under a FX Transaction.

"Reference Currency" means, in relation to a Non-Deliverable FX Transaction, the currency specified as such for such transaction.

"Reference Currency Buyer" means, in relation to a Non-Deliverable FX Transaction, the Party specified as such for the transaction.

"Reference Currency Seller" means, in relation to a Non-Deliverable FX Transaction, the Party specified as such for the transaction.

"Relevant Currency Jurisdiction" means the jurisdiction for which the Relevant Currency is a lawful currency.

"Settlement Amount" has the meaning given to it in Condition 4.3 (Settlement Amount).

"Settlement Currency" means, in relation to a Non-Deliverable FX Transaction, the currency specified as such for such transaction.

"Settlement Date" means, in respect of a FX Transaction, the date specified as such for that transaction, which date is the day on which the Parties settle the FX Transaction.

"Trade Date" means, in respect of an FX Transaction, the date specified as such in the related Confirmation, which date is the day on which the Parties enter into the FX Transaction.

"Termination Currency" means United States Dollars or any other freely convertible currency specified by us from time to time;

"Termination Currency Equivalent" means, in respect of an amount denominated in Termination Currency, such Termination Currency amount and, in respect of an amount denominated in any other currency ("Other Currency"), the amount in the Termination Currency required (as determined by us) to purchase such amount of Other Currency on the relevant date at the Exchange Rate;

"Unpaid Amounts" owing to a Party means, with respect to an Early Termination Date, the aggregate of:-

- (a) in respect of all terminated FX Transactions, the amounts that became payable (or would have become payable but for Condition 7.3 (Early Termination Date)) to such Party on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date under these terminated FX Transactions; and
- (b) any Early Termination Amount due but unpaid prior to such Early Termination Date and which remains unpaid as of such Early Termination Date, in each case together with interest from (and including) the original due date to (but excluding) such Early Termination Date.

20.2 **Interpretation:** In this Part of these Conditions, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa and words denoting neuter or any gender includes all genders;
- (b) a business day means a day (other than Saturday or Sunday) on which the banks are open for general business in Hong Kong and a time of a day is a reference to Hong Kong time;
- (c) **"including"** or **"includes"** means including or includes without limitation.

20.3 **References:** Unless a contrary indication appears, any reference in this Part of these Conditions to:-

- (a) a person includes an individual, a company, partnership, trust or body unincorporate and its successors and assigns;
- (b) a **"Condition"** is a reference to a condition of this Part of these Conditions;
- (c) **"the Agreement"**, **"this Part of these Conditions"**, **"these Conditions"** or any other agreement or document is a reference to the Agreement, this Part of these Conditions, these Conditions or other agreement or document as amended, supplemented, novated and/or replaced from time to time.

20.4 **Headings:** Condition headings and sub-condition headings in this Part of these Conditions are for convenience only and are to be ignored in construing this Part of these Conditions.

J. BANKING SERVICES RELATING TO FASTER PAYMENT SYSTEM

1. Bank Services related to Faster Payment System

- 1.1 We provide the Bank Services to you to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Section J governs our provision to you and your use of the Bank Services. The Bank Services form part of our banking services. This Section J supplements and forms part of our General Conditions for Accounts and Services (the "Existing Terms"). The provisions of the Existing Terms continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Section. Unless otherwise specified, the provisions of this Section prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the Bank Services.
- 1.2 By requesting us to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of this Section. You should not request us to set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of this Section.
- 1.3 In this Section, the following terms have the following meanings:
"Bank Services" means the services provided by us to you from time to time to facilitate payments and funds transfers using HKICL FPS, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

"CB" means a bank that has been authorised by the People's Republic of China to provide clearing and settlement services for Renminbi in Hong Kong, and which for the time being is Bank of China (Hong Kong) Limited. All references to CB refer to CB in its capacity as clearing bank.

"CHATS" means the computer based Clearing House Automated Transfer System in Renminbi provided, owned, operated and managed in Hong Kong by HKICL.

"CHATS Member" means banks (including CB in its capacity as a CHATS Member) and other institutions which, in the case of other institutions, have been permitted by CB and the Hong Kong Monetary Authority to participate in CHATS and which, in case of banks (including CB in its capacity as a CHATS Member) and other institutions, have agreed with CB and HKICL to be bound by the Clearing House Rules. For the avoidance of doubt, this term does not include CB acting in its capacity as the clearing bank.

"Clearing House" means the medium and the location owned, provided, operated and managed by HKICL which is available (i) to Participants for the processing of FPS Instructions in Renminbi through HKICL FPS in accordance with the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time; and (ii) to CHATS Members for the processing of CHATS Transactions (as defined in the Clearing House Rules) and other payments in Renminbi through CHATS.

"Clearing House Rules" means the Clearing House Rules in relation to the operation of CHATS as amended from time to time by HKICL with prior approval of CB and the Hong Kong Monetary Authority.

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

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

"FPS Facilities" means all premises, personnel, machinery, equipment, facilities, software, operational and processing systems, computer systems including HKICL FPS, arrangements and procedures for or in relation to HKICL FPS in accordance with the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time.

"FPS Instruction" means any instruction generated by HKICL FPS or input by a Participant or CB to HKICL FPS for (i) the effecting of any transaction; or (ii) the setup, amendment or cancellation of records in relation to the eDDA Service.

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

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

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

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

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

2. Scope of Bank Services and conditions for use

- 2.1 We provide the Bank Services to you to facilitate payment and funds transfer using the Faster Payment System, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
- 2.2 We may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- 2.3 In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.
- 2.4 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.
- 2.5 We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.
- 2.6 The Bank Services are subject to charges at such rates as prescribed by us or any other Participants from time to time. You are fully responsible for such charges.

3. eDDA Service

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us 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.

4. Your responsibility

4.1 Correct information

You have to ensure that all the information provided by you for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.

4.2 Timely updates

You are fully responsible for giving instructions and information changes or updates to us on a timely basis any eDDA setup, including without limitation changing your eDDA. You acknowledge that keeping your eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated eDDA or related records.

4.3 Transactions binding on you

- (a) For any payment or funds transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.
- (b) For any eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

4.4 Use Bank Services responsibly

You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:

- (a) You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
- (b) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.

4.5 Other obligations regarding payments and funds transfers

Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this Section and the applicable provisions in the Existing Terms. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

4.6 You are responsible for your authorised persons

Where you authorise any other person to give instructions or requests to us in connection with the use of the Bank Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

- (a) you are responsible for all the acts and omissions of each person authorised by you;
- (b) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
- (c) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this Section that are applicable to him/her when acting on your behalf.

5. Our responsibility and restriction of liability

- 5.1 We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. Where you use the Bank Services in Renminbi, the operation of Renminbi Faster Payment System will be subject to the rules, guidelines and

procedures imposed by HKICL in relation to Faster Payment System from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.

5.2 Without reducing the effect of Condition 5.1 above or the provisions of the Existing Terms:

- (a) we are not liable for loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special indirect or consequential loss, even if we knew or ought reasonably to have known of their possible existence) of any kind or nature which you or any other person may incur or suffer in whatever manner directly or indirectly arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you in relation to the Bank Services or HKICL FPS, or anything done or omitted to be done by us bona fide or by the Hong Kong Monetary Authority, CB, HKICL, any Participant or any other person in the management, operation or use (including without limitation, the termination and/or suspension of CB, the FPS Facilities or any Participant) of the Clearing House and/or the FPS Facilities or any part of them, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
- (b) we shall not owe any duty or incur any liability to you or other persons in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if we knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any consent, notice, advice or approval in relation or pursuant to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time;
- (c) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (i) your failure to comply with your obligations relating to the Bank Services; and
 - (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS, or arising from any circumstances beyond our reasonable control; and
- (d) in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you 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).

5.3 Your confirmation and indemnity

- (a) Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our 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 us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the Bank Services or your use of the Bank Services.
- (b) 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 our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

6. Collection and use of Customer Information

6.1 For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:

- (a) yourself;
- (b) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
- (c) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives, all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".

- 6.2 You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
- (a) providing the Bank Services to you, maintaining and operating the Bank Services;
 - (b) processing and executing your instructions and requests in relation to the Bank Services from time to time;
 - (c) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (d) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (e) purposes relating to any of the above.
- 6.3 You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the eDDA Service.
- 6.4 If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Conditions 6.1(b) or 6.1(c) above), you confirm that you 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, us and the other Participants as specified in this Condition.

K. Risk Disclosure Statements

GENERAL

Investments involve risks. This brief statement does not disclose all of the risks and other significant aspects of trading in investments. In light of the risks, you should undertake a transaction only if you have thoroughly read and fully understood these Conditions, the relevant offer documents, the nature of the contract (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in investment products is not suitable for many members of the public. You should carefully consider whether the transaction is suitable for you in the light of your financial situation, investment experience, investment objectives and other relevant circumstances. **You are strongly advised to seek independent professional advice if you are uncertain of or have not understood any aspect of these Conditions (including these Risks Disclosure Statements), the relevant offer documents or the nature and risks of any Transaction.**

Investments involve risks of loss to their principal. Transactions are "non-transferable" and it may be impossible for you to close out or liquidate them. Investments are not bank deposits and are not endorsed or guaranteed by us, and do not constitute our obligations or the obligations of our subsidiaries, associates or affiliated companies.

Notwithstanding any communication that each party (or its affiliates or agents) may have had with the other party, you acknowledge that:

- (a) you have been given the opportunity to obtain information from us concerning each Transaction. Notwithstanding the foregoing, you are not relying on communication (written or oral) from us or our affiliates as legal, regulatory, tax, business, financial or accounting advice. Such communication should not be the basis on which you entered into the transaction, and should be independently confirmed by you prior to entering into the transaction; and
- (b) we and our affiliates may have banking or other commercial relationships with the issuer of any investment or any other person and may engage in proprietary trading in the investment or any related options, futures, derivatives or other instruments (including such trading as we or our affiliates deem appropriate in our or their sole discretion to hedge our or their market risk on any transaction and other transactions with you or with third parties), and such trading may affect the price of the investment and consequently the amounts payable or deliverable under a transaction. Such trading may be affected at any time.

You confirm to us that you have sufficient knowledge and experience to be able to evaluate the merits and risks of entering into each transaction, are acting in reliance solely upon your own judgment or upon professional advice obtained independently of us as to those merits and risks (including, where relevant, the tax and accounting treatment of each transaction) and are not relying upon our views or advice.

RISK OF INVESTMENT

The prices of investment sometimes may fluctuate dramatically. The price of an investment may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling investments.

In certain circumstances, your right to redeem or sell or otherwise dispose of an investment may be restricted or your ability to do so may be limited, inhibited or restricted in certain manner. (Where past performance is quoted) the past performance figures shown are not indicative of future performance.

Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest, and expiration dates and restrictions on the time for exercise).

Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying asset.

Deposited cash and property

You should be familiarised with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of the related firm's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. Commissions and other fees: Before starting a transaction, you must first clearly understand all commissions, fees and other expenses that you must pay. These costs will directly affect your possible net profit (if any) or increase your loss.

Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been executed

Currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

Trading facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: you should ask the firm with which you deal for related details.

Electronic trading and transmission of information

Trading or receiving/sending information on an electronic trading system may differ from trading or receiving/sending information on other electronic trading systems. If you undertake transactions on, or receives and/or sends data, instructions and/or other information (including confirmations, statements and receipts) over, an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions, or that the data, instructions and/or other such information is not received and/or sent accurately, or in each case, not at all.

Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve additional risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should be familiarised with the applicable rules and the associated risks.

RISK OF FOREIGN EXCHANGE TRADING

This is a product involving derivatives. The investment decision is yours but you should not invest in the product unless the intermediary who sells it to you has explained to you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

The following risk disclosure cannot disclose all the risks and other significant aspects involved. Please note that the risk of loss in foreign exchange transactions may be highly substantial in certain circumstances. Before entering into any transaction, you should ensure that you fully understand the transaction and all its possible risks and have independently determined that the transaction is appropriate for you given your objectives, experience, financial and operational conditions and other relevant circumstances. You should also consider consulting with such advisers as you deem necessary to assist you in making the related decisions. **We are acting as a principal and not acting as your adviser or fiduciary in respect of the foreign exchange transactions. You are deemed to have made your own independent decision to enter into the foreign exchange transactions and must not rely on any communication (written or oral) from us or any of our employees as a recommendation or as investment advice.**

In each foreign exchange transaction, you will be exposed to exchange rate volatility. You may sustain substantial losses on the transaction if the market conditions move against your positions under the transactions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you liquidate a position should market conditions move against you. Your position may be liquidated at a loss, which can be more than the investment amount.

Under certain market conditions, you may find it difficult or impossible to liquidate or trade in a foreign exchange transaction, to assess a fair price or assess risk exposure. In particular, the underlying currency of a non-deliverable forward transaction may not have a ready market. Consequently, the non-deliverable forward transaction may be very illiquid and, in such event, you may sustain substantial losses as the bid/offer spreads may be very wide if the market moves against your position. You should also ensure that you fully understand the computation of the pricing of the non-deliverable forward transaction.

You may also need to provide cash cover (or additional cash cover) to cover your obligations under foreign exchange transactions as required by us.

The risks as described above are by no means exhaustive. We strongly recommend that you should make your own risk assessment (with consultation of your own advisers) regarding the risks associated with any foreign exchange transaction before you enter into any foreign exchange transaction.

RISK OF LEVERAGED FOREIGN EXCHANGE TRADING

The risk of loss in leveraged foreign exchange trading can be substantial. You may sustain losses in excess of your initial margin funds. Where applicable placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in the light of your own financial position and investment objectives.

RISK OF YOUR ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Your assets received or held by us or our nominee outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap 571) and the rules made thereunder. Consequently, your asset may not enjoy the same protection as that conferred on customer asset received or held in Hong Kong.

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

You understand that if you provide us with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

[If the English and Chinese versions of these Conditions are not consistent, the English version shall prevail over the Chinese version.]