

客戶重要通知

Important Notice to Customers



中國建設銀行(亞洲)
China Construction Bank (Asia)

更改「網上企業銀行服務特別條款及細則」通知

為配合本行即將推出的「建行(亞洲)企業銀行」流動應用程式，本行將於**2024年3月4日(星期一)**(「生效日」)更新本行的網上企業銀行服務特別條款及細則(「**新條款**」)。請於此網頁參閱新條款的完整版本：
https://www.asia.ccb.com/hongkong_tc/doc/commercial/oeps-tnc_new.pdf。

此版本的新條款將取代中國建設銀行(亞洲)股份有限公司戶口及有關服務的條款和條件(企業客戶)(「**建亞現有條款**」)第12條，以及中國建設銀行股份有限公司香港分行賬戶及服務主要條款和細則(商業客戶)(「**港分現有條款**」，和「**建亞現有條款**」一併，總稱「**現有條款**」)第12條。

客戶可自生效日起於此網頁下載新條款的 PDF 版本：
https://www.asia.ccb.com/hongkong_tc/aboutus/terms_fees/index.html，客戶亦可聯絡客戶經理索取完整之修訂本。客戶除可經客戶經理查詢詳情，亦可致電客戶服務熱線 +852 277 95533 了解更多。此外，客戶可於生效日前於上述網頁下載現有條款。請注意新條款生效後，客戶未必能夠查閱或下載現有條款。

另外，因建亞現有條款第12條及港分現有條款第12條的改動，建亞現有條款第13條(如適用)及港分現有條款第13條(如適用)亦有相應的修改(以下分別簡稱為「**建亞第13條相關修改條款**」及「**港分第13條相關修改條款**」)，建亞第13條相關修改條款請參閱附件1，港分第13條相關修改條款請參閱附件2。

若客戶於生效日或之後繼續使用網上企業銀行服務，上述更改將對客戶具有約束力。倘客戶不接受有關修訂，客戶有權於生效日前根據相關條款和條件中列明的有關條款終止網上企業銀行服務，請致電客戶經理或前往分行以作安排。

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請注意，在生效日或之後，當客戶再次使用網上企業銀行服務時，客戶須閱讀及接受新條款。

本通知之中英文文本如有歧異，概以英文文本為準。

中國建設銀行（亞洲）股份有限公司 / 中國建設銀行股份有限公司香港分行(中國建設銀行股份有限公司是於中華人民共和國註冊成立的股份有限公司)

謹啟 2024 年 2 月

Notice of Amendments to "Specific Terms and Conditions for Online Enterprise Banking Services (OEBS)"

With effect from **March 4, 2024 (Monday)** ("**Effective Date**"), to cope with our introduction of the "CCB(Asia) Business" Mobile App, we will update our Specific Terms and Conditions for Online Enterprise Banking Services (OEBS) (the "**New Terms**"), please see the full version of the New Terms here: https://www.asia.ccb.com/hongkong/doc/commercial/oeps-tnc_new.pdf.

This version of the New Terms shall supersede Clause 12 of the existing Terms and Conditions for Accounts and Related Services (for Enterprise Customers) for China Construction Bank (Asia) Corporation Limited (the "**CCBA Existing Terms**"), and also Clause 12 of the Master Terms and Conditions for Accounts and Services (Business Customers) for China Construction Bank Corporation Hong Kong Branch (the "**CCBHK Existing Terms**", with the "CCBA Existing Terms", together the "**Existing Terms**").

Customers may download a PDF version of the New Terms here https://www.asia.ccb.com/hongkong/aboutus/terms_fees/index.html starting from the Effective Date, customers may contact our relationship manager for a paper-back copy of the full version. For enquiries, please contact any of our relationship manager, or call customer service hotline at +852 277 95533. Also, customers may download the Existing Terms before the Effective Date from the above link.

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Customers are reminded that you may not be able to access or download the Existing Terms after the New terms taking effect.

In addition, due to the changes made to Clause 12 of both CCBA Existing Terms and CCBHK Existing Terms, there will be corresponding changes made to Clause 13 (if applicable) of CCBA Existing Terms and Clause 13 (if applicable) of CCBHK Existing Terms (hereinafter referred to as the “**relevant revised Clause 13 of CCBA Terms**” and “**relevant revised Clause 13 of CCBHK Terms**” respectively). Please refer to Appendix 1 for the relevant revised Clause 13 of CCBA Terms and Appendix 2 for the relevant revised Clause 13 of CCBHK Terms.

The above amendments shall be binding on customers if they continue to use our Online Enterprise Banking Services (“**OEBS**”) on or after the Effective Date. If customers decline to accept the above amendments, they have the right to terminate the use of the OEBS in accordance with the respective terms and conditions before the Effective Date. Should customers wish to terminate their OEBS, please notify us through our relationship manager or visit our branch.

Please note that customers will be required to, after the Effective Date, read and accept to the New Terms in order to continue using the OEBS.

The English version of this notice shall prevail if there is any discrepancy between the English and Chinese versions.

China Construction Bank (Asia) Corporation Limited / China Construction Bank Corporation Hong Kong Branch (China Construction Bank Corporation is a company incorporated in the People’s Republic of China with limited liability)

February, 2024

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附件 1

「建亞第 13 條相關修改條款」（新加內容已劃上底線，移除內容已被劃掉）：

項目號碼	修訂內容
13.1	<p>引言。客戶擬採用本行提供的環球現金管理服務，而本行願意向客戶提供有關服務，惟須受本協議所載或提述的條款和細則所規限。</p> <p>客戶於開始使用環球現金管理服務前，必須於賬戶申請表格或<u>網上企業銀行服務申請/更改表格</u>中國建設銀行(亞洲)網上企業銀行服務更改表格（或本行要求的任何其他表格）註明其有意使用環球現金管理服務。一經簽署此等表格，即代表客戶同意受本協議的條款所約束。</p> <p>除於本協議明文規定外，本協議適用的所有賬戶將根據本行的主條款及網上企業銀行服務的特別條款及細則操作。</p>
13.2	<p>「協議」指主條款、網上企業銀行服務的特別條款及細則及環球現金管理服務的特別條款和細則，連同<u>網上企業銀行服務申請/更改表格</u>中國建設銀行(亞洲)網上企業銀行服務更改表格、賬戶申請表格及/或賬戶服務/資料更改表格以及不時適用的所有其他條款和細則（包括網站和/或手機銀行應用程式所載列者）。</p>
13.7	<p>賬戶結餘通知。於本協議有效期內，本行將向客戶提供，而客戶可於任何指定時間透過<u>網站和/或手機銀行應用程式</u>查閱以下各個賬戶的結餘：</p> <ul style="list-style-type: none">(a) 各附屬賬戶的結餘；(b) 主賬戶的結餘；及(c) 主賬戶及所有附屬賬戶的結餘總額。
13.12	<p>環球現金管理服務的費用。客戶將就環球現金管理服務向本行支付費用，有關費率由本行不時通知，包括登載於網站，<u>手機銀行應用程式</u>或展示於本行的支行（如適用）。</p>

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13.18	<p>本協議的修訂。本協議可隨時作出修訂，或本行可不時對本協議引入額外條款和細則。經修訂協議將於本行向客戶及相關參與者發出通知，包括於網站和/或手機銀行應用程式登載新協議或於本行支行（如適用）展示新的條款和細則，以及若客戶或任何參與者繼續使用環球現金管理服務後生效。</p>
13.19	<p>本行的責任。在不損害第 A 部分第 7.1 條（一般的免責）效力的前提下，並受下文(a)至(d)項所規限下，如客戶或任何參與者使用環球現金管理服務而直接蒙受損失，而此損失是由本行的嚴重疏忽或故意不當行為引起的，本行將就此損失承擔責任。</p> <p>本行不會就客戶或任何參與者自客戶或任何參與者在以下情況（此列表未盡錄所有情況）使用環球現金管理服務而蒙受的任何損失或損害賠償承擔責任：</p> <p>(a) 因本行在環球現金管理服務、透過環球現金管理服務傳送任何指示或資料時所發生的任何中斷、延遲、暫停、攔截、遺失或其他失誤情況，如該等情況為本行合理控制範圍以外者，包括但不限於通訊網絡故障、系統故障或第三方供應商的任何行為或遺漏、設備故障及任何政府頒令等；</p> <p>(b) 本行執行的已獲證實為由客戶發出的任何指示，但事實上是由第三方發出的（詳情見本 B 部分網上企業銀行服務的特別條款及細則第 <u>23-3312.6</u>（作出指示的授權）、<u>12.11</u> 及 <u>12.1248</u> 條（未經授權指示））；</p> <p>(c) 客戶未能履行本 B 部分網上企業銀行服務的特別條款及細則第 <u>2912.16</u> 條（作出指示的授權）項下的某項義務；及</p> <p>(d) 客戶或任何參與者因使用環球現金管理服務而導致對任何客戶或任何參與者的資料、軟件、電腦、電腦網絡、電子通訊及其他設備的損失或損害，除非該損失或損害是直接並且完全由本行的嚴重疏忽或故意不當行為所引起。</p>

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	如本行被認定須就任何行動或遺漏負責，本行的責任上限為有關交易金額或直接損害賠償的金額(以較低者為準)。本行不會就任何非直接、特別或間接損失，或者損害賠償承擔責任。
13.22	補充條款。補充條款可能會適用於在某些司法管轄區使用環球現金管理服務的客戶。有關該等補充條款的詳情，以及該等補充條款可適用於哪些司法管轄區，請瀏覽網站和/或手機銀行應用程式。

附件 2

「港分第 13 條相關修改條款」（新加內容已劃上底線，移除內容已被劃掉）：

項目號碼	修訂內容
13.1	<p><u>引言</u>。客戶擬採用本行提供的環球現金管理服務，而本行願意向客戶提供有關服務，惟須受本協議所載或提述的條款和細則所規限。</p> <p>客戶於開始使用環球現金管理服務前，必須於商業賬戶申請表格或<u>網上企業銀行服務申請/更改表格</u>中國建設銀行海外企業網銀服務更改表格（或本行要求的任何其他表格）註明其有意使用環球現金管理服務。一經簽署此等表格，即代表客戶同意受本協議的條款所約束。</p> <p>除於本協議明文規定外，本協議適用的所有賬戶將根據本行的主條款及<u>網上企業銀行服務的特別條款及細則</u>中國建設銀行海外企業網銀服務的特別條款操作。</p>
13.2	「協議」指主條款、 <u>網上企業銀行服務的特別條款及細則</u> 中國建設銀行海外企業網銀服務的特別條款及環球現金管理服務的特別條款和細則，連同 <u>網上企業銀行服務申請/更改表格</u> 中國建設銀行海外企業網銀服務更改表格、商業賬戶申請表格及 / 或補充商業賬戶申請書以及不時適用的所有其他條款和細則（包括和/或 <u>手機銀行應用程式網站和/或手機銀行應用程式</u> 所載列者）。\

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13.7	<p>賬戶結餘通知。本行將向客戶提供：</p> <ul style="list-style-type: none">(a) 各附屬賬戶的結餘；(b) 主賬戶的結餘；及(c) 主賬戶及所有附屬賬戶的結餘總額。 <p>於本協議有效期內，客戶可於任何指定時間透過和/或手機銀行應用程式網站和/或手機銀行應用程式查閱上述各個賬戶的結餘。</p>
13.12	<p>環球現金管理服務的費用。客戶將就環球現金管理服務向本行支付費用，有關費率由本行不時通知，包括登載於網站，手機銀行應用程式或展示於本行的支行（如適用）。</p>
13.18	<p>本協議的修訂。本協議可隨時作出修訂，或本行可不時對本協議引入額外條款和細則。經修訂協議將於本行向客戶及相關參與者發出通知，包括於網站和/或手機銀行應用程式登載新協議或於本行支行（如適用）展示新的條款和細則，以及若客戶或任何參與者繼續使用環球現金管理服務後生效。</p>
13.19	<p>本行的責任。除下文(a)至(d)項另有規定外，如客戶或任何參與者使用環球現金管理服務而直接蒙受損失，而此損失是由本行的欺詐或者疏忽行為引起的，本行將就此損失承擔責任。</p> <p>本行不會就客戶或任何參與者自客戶或任何參與者在以下情況（此列表未盡錄所有情況）使用環球現金管理服務而蒙受的任何損失或損害賠償承擔責任：</p> <ul style="list-style-type: none">(a) 因本行在環球現金管理服務、透過環球現金管理服務傳送任何指示或資料時所發生的任何中斷、延遲、暫停、攔截、遺失或其他失誤情況，如該等情況為本行合理控制範圍以外者，包括但不限於通訊網絡故障、系統故障或第三方供應商的任何行為或遺漏、設備故障及任何政府頒令等；(b) 本行執行的已獲證實為由客戶發出的任何指示，但事實上是由第三方發出的（詳情見網上企業銀行服務的特別條款及細則中國建設銀行海外企業網銀服務的特別條款第 42.623-33、42.11 及 42.1248 條）；

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	<p>(c) 客戶未能履行網上企業銀行服務的特別條款及細則中國建設銀行海外企業網銀服務的特別條款第 2912.16條項下的某項義務；及</p> <p>(d) 客戶或任何參與者因使用環球現金管理服務而導致對任何客戶或任何參與者的資料、軟件、電腦、電腦網絡、電子通訊及其他設備的損失或損害，除非該損失或損害是直接並且完全由本行的疏忽或欺詐行為所引起。</p> <p>如本行被認定須就任何行動或遺漏負責，本行的責任上限為有關交易金額或直接損害賠償的金額(以較低者為準)。本行不會就任何非直接、特別或間接損失，或者損害賠償承擔責任。</p>
13.22	<p>補充條款。補充條款可能會適用於在某些司法管轄區使用環球現金管理服務的客戶。有關該等補充條款的詳情，以及該等補充條款可適用於哪些司法管轄區，請瀏覽網站和/或手機銀行應用程式。</p>

Appendix 1

Amendments to **relevant revised Clause 13 of CCBA Terms** (additions are underlined and deletions are crossed out):

Clause number	Amendment(s)
13.1	<p>Introduction. The Customer wishes to use the GCM Service provided by the Bank and the Bank is willing to make the GCM Service available to the Customer, subject to the terms and conditions contained or referred to in this Agreement.</p> <p>The Customer must indicate its preference for using the GCM Service in the Account Application Form or the CCBA <u>Online Enterprise Banking Services Application / Maintenance Form</u> (or any other form as required by the Bank), before it can commence using the GCM Service. By signing these documents, the Customer agrees to be bound by the terms of this Agreement.</p> <p>Except as expressly provided for in this Agreement, all accounts to which this Agreement applies will be operated in accordance with the Bank's Master TC and the Specific TC for Online Enterprise Banking Services.</p>
13.2	

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	<p>“Agreement” means the Master TC, the Specific TC for Online Enterprise Banking Services and these Specific Terms and Conditions for Global Cash Management Service, together with the CCBA Online Enterprise Banking Services <u>Application / Maintenance Form</u>, the Account Application Form and/or Account Maintenance Form and all other terms and conditions applicable from time to time including those set out on the Website <u>and/or the Mobile Banking App</u>.</p>
13.7	<p>Notification of account balances. The Bank will deliver to the Customer:</p> <p>(a) the balance of each Subsidiary Account; (b) the balance of the Master Account; and (c) the aggregate balance of the Master Account and all Subsidiary Accounts.</p> <p>During the term of this Agreement, the Customer will be able to view the balances in each of the above accounts as at any given time through the Website <u>and/or the Mobile Banking App</u>.</p>
13.12	<p>Fees for GCM Service. The Customer will pay to the Bank fees for the GCM Service at such rates as notified by the Bank from time to time, including posting on the Website, <u>the Mobile Banking App</u> or displaying at the Bank's branches (as appropriate).</p>
13.18	<p>Amendments to this Agreement. This Agreement may be amended at any time, or the Bank may introduce additional terms and conditions to this Agreement from time to time. The revised Agreement will become effective upon the Bank giving notice to the Customer and the relevant Participant, including posting the new Agreement on the Website, <u>the Mobile Banking App</u> or displaying the new terms and conditions in the Bank's branches (as appropriate) and if the Customer or any Participant continues using the GCM Service.</p>
13.19	<p>The Bank's liability. Without prejudice to Clause 7.1 (<i>General Exclusion of Liability</i>) of Part A and subject to (a) to (d) below, the Bank will only be liable where the Customer or any Participant has suffered direct losses from its use of the GCM Service and such losses are attributable to the gross negligence or wilful misconduct of the Bank. The Bank will not be liable to the Customer or any Participant for any loss or damages from the Customer's or any Participant's use of the GCM Service in the following instances (this list is not</p>

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	<p>exhaustive):</p> <p>(a) any interruption, delay, suspension, interception, loss or other failure in the Bank providing the GCM Service, in transmitting any instructions or information via the GCM Service, which are beyond the reasonable control of the Bank, including, without limitation, failures of communication networks, systems, any act or omission of third party providers, breakdown of equipment or any government order;</p> <p>(b) any instruction which the Bank executes, which has been authenticated as coming from the Customer, but which in fact has come from a third party (see further Clauses 12.6 (Authority to carry instructions), 12.11 and 12.12 (Unauthorised instructions) of this Part B; <u>Clauses 23-33, and 48 of the Specific Terms and Conditions for Online Enterprise Banking Services</u>);</p> <p>(c) where the Customer fails to carry out any of the responsibilities under Clause 12.16 (Authority to carry instructions) <u>Clause 29 of this Part B; the Specific Terms and Conditions for Online Enterprise Banking Services; and</u></p> <p>(d) any loss of or damage to the Customer's or any Participant's data, software, computer, computer networks, telecommunications or other equipment caused by the Customer's or any Participant's use of the GCM Service, unless such loss or damages is directly and solely caused by the Bank's gross negligence or wilful misconduct.</p>
13.22	<p>Supplementary terms. Supplementary terms may apply for Customers who use the GCM Service in certain jurisdictions. For more details on these supplementary terms and which jurisdictions these supplementary terms apply to, please refer to the Website <u>and/or the Mobile Banking App.</u></p>

Appendix 2

Amendments to **relevant revised Clause 13 of CCBHK Terms** (additions are underlined and deletions are crossed out):

Clause number	Amendment(s)
13.1	<p>Introduction. The Customer wishes to use the GCM Service provided by the Bank and the Bank is willing to make the GCM Service available to the Customer, subject to the terms and conditions contained or referred to in this Agreement.</p>

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China Construction Bank (Asia)

	<p>The Customer must indicate its preference for using the GCM Service in the Business Account Application Form or the CGB Overseas Enterprise Online Banking Services Maintenance Form <u>Online Enterprise Banking Services Application / Maintenance Form</u> (or any other form as required by the Bank), before it can commence using the GCM Service. By signing these documents, the Customer agrees to be bound by the terms of this Agreement.</p> <p>Except as expressly provided for in this Agreement, all accounts to which this Agreement applies will be operated in accordance with the Bank's Master TC and the Specific TC for CGB Overseas Enterprise Online Banking Services <u>Specific Terms and Conditions for Online Enterprise Banking Services</u>.</p>
13.2	<p>"Agreement" means the Master TC, the Specific TC for CGB Overseas Enterprise Online Banking Services <u>Specific Terms and Conditions for Online Enterprise Banking Services</u> and these Specific Terms and Conditions for Global Cash Management Service, together with the CGB Overseas Enterprise Online Banking Services Maintenance Form <u>Online Enterprise Banking Services Application / Maintenance Form</u>, the Business Account Application Form and/or Supplemental Business Account Application Form and all other terms and conditions applicable from time to time including those set out on the Website <u>and/or the Mobile Banking App</u>.</p>
13.7	<p>Notification of account balances. The Bank will deliver to the Customer:</p> <ul style="list-style-type: none"> (a) the balance of each Subsidiary Account; (b) the balance of the Master Account; and (c) the aggregate balance of the Master Account and all Subsidiary Accounts. <p>During the term of this Agreement, the Customer will be able to view the balances in each of the above accounts as at any given time through the Website <u>and/or the Mobile Banking App</u>.</p>
13.12	<p>Fees for GCM Service. The Customer will pay to the Bank fees for the GCM Service at such rates as notified by the Bank from time to time, including posting on the Website, <u>the Mobile Banking App</u> or displaying at the Bank's branches (as appropriate).</p>
13.18	<p>Amendments to this Agreement. This Agreement may be amended at any time, or the Bank may introduce additional</p>

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	<p>terms and conditions to this Agreement from time to time. The revised Agreement will become effective upon the Bank giving notice to the Customer and the relevant Participant, including posting the new Agreement on the Website, the <u>Mobile Banking App</u> or displaying the new terms and conditions in the Bank's branches (as appropriate) and if the Customer or any Participant continues using the GCM Service.</p>
13.19	<p>The Bank's liability. Subject to (a) to (d) below, the Bank will only be liable where the Customer or any Participant has suffered direct losses from its use of the GCM Service and such losses are attributable to the fraud or negligence of the Bank.</p> <p>The Bank will not be liable to the Customer or any Participant for any loss or damages from the Customer's or any Participant's use of the GCM Service in the following instances (this list is not exhaustive):</p> <ul style="list-style-type: none"> (a) any interruption, delay, suspension, interception, loss or other failure in the Bank providing the GCM Service, in transmitting any instructions or information via the GCM Service, which are beyond the reasonable control of the Bank, including, without limitation, failures of communication networks, systems, any act or omission of third party providers, breakdown of equipment or any government order; (b) any instruction which the Bank executes, which has been authenticated as coming from the Customer, but which in fact has come from a third party (see further Clauses <u>23-33</u>12.6, 12.11, and 48 and <u>12.12</u> of the Specific TC for CCB Overseas Enterprise Online Banking Services <u>Specific Terms and Conditions for Online Enterprise Banking Services</u>); (c) where the Customer fails to carry out any of the responsibilities under Clause 12.16<u>29</u> of the Specific TC for CCB Overseas Enterprise Online Banking Services <u>Specific Terms and Conditions for Online Enterprise Banking Services</u>; and (d) any loss of or damage to the Customer's or any Participant's data, software, computer, computer networks, telecommunications or other equipment caused by the Customer's or any Participant's use of the GCM Service, unless such loss or damages is directly and solely caused by the Bank's negligence or fraud. <p>If the Bank is found liable for any act or omission whatsoever, the Bank's liability will be limited to the amount of the relevant transaction or direct damages (whichever is less). The Bank will not be liable for any indirect, special or</p>

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	consequential loss or damages.
13.22	Supplementary terms. Supplementary terms may apply for Customers who use the GCM Service in certain jurisdictions. For more details on these supplementary terms and which jurisdictions these supplementary terms apply to, please refer to the Website and/or the Mobile Banking App .