

客戶重要通知

Important Notice to Customers



中國建設銀行（亞洲）股份有限公司 及 中國建設銀行股份有限公司香港分行 戶口及有關服務的條款及條件修改通知

China Construction Bank (Asia) Corporation Limited

and

China Construction Bank Corporation Hong Kong Branch

**Notice of Amendments to the Terms and Conditions for
Accounts and Related Services**

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有關中國建設銀行（亞洲）股份有限公司之 「戶口及有關服務的條款和條件 （企業客戶）」修訂通知（「條款和條件」）

自 2024 年 7 月 2 日（「生效日期」）起，條款和條件將進行修訂。修訂詳情如下：

條款	修訂（刪除內容加上刪除線，新增內容加底線）：
10.1	<p>資料提供：為了能夠讓本行考慮是否或者是否繼續向客戶提供任何賬戶或服務和 / 或遵守適用法律或香港或其它地方法院的命令，<u>及 / 或為了偵測、通報及 / 或預防已知或可疑的欺詐、刑事犯罪及 / 或非法活動</u>，本行可能要求客戶不時向本行提供關於以下各項的資料、文件或證書：</p> <ul style="list-style-type: none">(a) 客戶；(b) 任何賬戶或服務的最終實益擁有人；(c) 須就發出任何指令或訂立任何交易或取得任何服務負上最終責任的人士；(d) 客戶代為領取付款的人士；及 / 或(e) 本行按其唯一絕對酌情權所識別與客戶有關聯的任何其他人士 <u>（包括但不限於交易及交易對方及有關連方）</u>， <p>（包括香港法例第 486 章《個人資料（私隱）條例》所界定的個人信息資料（「個人資料」）（合稱，「資料」）。若客戶不能提供該等資料，本行可能不能向客戶提供或繼續提供該等賬戶或服務和 / 或本行將不能繼續遵守適用法律或者香港或其他地區法院的命令<u>以及銀行慣例</u>。客戶陳述並保證，所有該等資料均是準確和正確的。並且客戶承諾，當其已經提供給本行的任何資料發生了變更或者變得不再準確或正確之時，客戶將立即以書面形式通知本行，並按本行的要求同時向本行提供證明或支持該等變更的證據。<u>如果資料與任何其他人士相關，客戶聲明並保證，客戶已獲得其所有必要的同意(i) 向銀行提供此類資料；(ii) 根據及或考慮到本主條款用於及有關此類資料的任何披露、轉遞、獲取及 / 或分享；及(iii) 代表該人士提供所有必要的同意。</u></p>
10.2	第 10.2 條新增附加條款 (n)：

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	<p>披露：客戶同意，本行可以向下列各方披露客戶資料及有關客戶及 / 或第10.1條提及的任何人士的任何其他資料、文件或證書（包括關於任何賬戶或者本行和客戶間交易的狀況，或者關於客戶或客戶和本行間交易的其它信息），無論該等資料實否是在為客戶開立賬戶的過程中獲得的：</p> <p>(a) ... (b) ... (c) (n) <u>（儘管銀行與客戶之間有任何協議）為了偵測、通報及 / 或預防已知或可疑的欺詐、刑事犯罪及 / 或非法活動，任何資訊共用平臺、系統及 / 或工具及 / 或任何其他詐欺共用資訊措施；而上述這些乃任何監管機構、其他當局、銀行和其他（可使用該等平臺、系統、工具及 / 或措施（單獨或與其他資訊和檔））之金融機構可存取和使用。</u></p>
10.2	<p>第 10.2 條最後一段增加以下條款：</p> <p>從本行獲悉客戶資料的任何人亦有權根據適用法律或者香港或者其它地區法院發出的其需要遵守的命令繼而向其它方披露該等資料。<u>客戶進一步承認並同意，儘管客戶與銀行之間達成任何其他協議，為了偵測、通報及 / 或預防已知或可疑的詐欺、刑事犯罪及 / 或非法活動、決定是否向客戶提供服務以及其他合法目的，資料（單獨或與其他資訊和文件）可由監管機構、其他當局、銀行和其他可使用金融情報評估共享工具及 / 或任何其他詐欺資訊共享措施的金融機構獲取和使用。</u></p>
10.3	<p>第 10.3 條第一段中刪除 / 新增了下列條款，並新增新附加條款 (d) (現有附加條款 (d)則成為附加條款(e))：</p> <p>個人資料的使用：當本行同意提供或者繼續提供相關的賬戶或服務之時，個人資料將被本行用於考慮客戶的需求。個人資料以及所有與本行及客戶間交易有關的信息將被用於向客戶提供賬戶或服務，和 / 或用於本行或建設銀行集團其它成員對於適用法律以及香港或者其它或法院發出的命令的遵守、<u>自願守則、任何指引、指導或要求（不論是在香港境內或境外或其他地方的任何法律、監管、政府、稅務、執法或其他機構，或自我監管或行業公會或金融服務提供者協會提出或發出的）及 / 或為了偵測、通報及 / 或預防已知或可疑的詐欺、刑事犯罪及 / 或非法活動。本行可為了任何及所有目的使用、儲存、披露、轉讓（在香港境內或者境外）和 / 或與第</u></p>

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	<p>A 部分第 10.2 條 (<u>披露</u>) 項下所列的各方 (包括建設銀行集團的任何成員和香港境內或境外的任何服務或資訊提供商) 交換個人資料, 包括:</p> <ul style="list-style-type: none">(a) ...(b) ...(c) ...(d) <u>有關履行本行或建行集團任何成員的義務、要求或安排, 遵守或與之相關的 (於香港或香港以外之現行或將來之) 任何法律、法規、判決、法院命令、制裁制度、國際指引; 及 / 或</u>(e) <u>根據本行不時提供給客戶的任何對賬單、通告、通知或者其它條款和細則中告知客戶的關於個人資料披露本行的一般政策 (該等政策的內容應被視為本主條款的一部分) 的其它任何目的和其它任何方。</u>
11.2	<p>新增以下條款為第 11.2 條:</p> <p><u>11.2 警示與轉賬交易:</u> 此條款 11.2 適用於下列定義的警示與轉賬交易。若此條款與本主條款中的其他規定出現不一致, 就警示與轉賬交易而言, 均以此條款為準。在此條款 11.2 生效日期當日或之後作出任何轉賬交易, 客戶確認已接受此條款並將受此條款約束。</p> <p><u>在此條款 11.2 中:</u></p> <p><u>「警示」</u> 指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。</p> <p><u>「防詐資料庫」</u> 包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及 / 或防欺騙資料庫 (包括但不限於防騙視伏器), 不論其是否可供一般公眾人士或指定實體或組織使用。</p> <p><u>「轉賬交易」</u> 指客戶使用任何本行不時決定的任何渠道或方式或以任何貨幣透過本行進行的資金轉移 (包括但不限於一個或多個渠道或方式: 電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機, 或於本行任何分行的櫃位), 不論收款人戶口是否在本行開立; 如文義要求或允許, 包括客戶向本行發出進行轉賬交易的指示。</p>

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- (a) 客戶承認並同意，警示旨在幫助客戶在作出轉賬交易時保持警覺，提防欺詐、詐騙及欺騙。客戶不應把警示視為替代客戶保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。
- (b) 客戶承認並同意，本行：
- (i) 無法控制防詐資料庫的管理、運作或任何其他方面；
 - (ii) 僅根據防詐資料庫不時提供的資料來編製警示；及
 - (iii) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。

因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，本行也不會保證亦不能保證客戶沒有收到警示的轉賬交易不涉欺詐，或客戶收到警示的轉賬交易必屬欺詐。本行就向客戶傳送任何警示的紀錄以及客戶回覆是否進行或取消任何轉賬交易的紀錄，均具有最終效力（明顯錯誤除外）。

- (c) 客戶承認並同意，本行可不時考慮本行的需要以本行認為適當的方式編制和發送警示。考慮本行的需求以及相關人士的就警示的編製及傳送不時給予的反饋、意見、指引或建議，本行有權自行決定不時決定及 / 或更改警示的內容、傳送警示的渠道或方式，及 / 或轉賬交易的貨幣(等)，而無須另行通知客戶。相關人士包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向客戶傳送警示。
- (d) 本行無須負責客戶或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。
- (e) 本行無須負責客戶或任何其他人士因警示（或因警示引起的任何延誤或無法傳送）所涉的轉賬交易的處理、執行或取消警示，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責

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	<p><u>引致。</u></p> <p>(f) <u>在任何情況下，就任何收益損失或任何特殊、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士承擔責任。</u></p> <p>(g) <u>此條款11.2的內容均無意排除或限制任何不能合法地排除或限制的權利或責任。</u></p> <p>(h) <u>客戶承認並同意：</u></p> <p>(i) <u>客戶有責任採取合理可行的措施以保障客戶自身的利益、資金及資產免受欺詐或其他非法活動的損害；</u></p> <p>(ii) <u>在任何情況下，客戶有責任查證及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠；</u></p> <p>(iii) <u>客戶應仔細考慮是否進行或取消受警示影響所涉的轉賬交易；及</u></p> <p>(iv) <u>客戶就進行或取消受警示影響所涉的轉賬交易決定均對客戶具約束力，且客戶應對由此產生的後果承擔全部責任。</u></p>
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請注意，如果客戶在生效日期或之後繼續使用或保留客戶的賬戶，則本通知中規定的上述修訂將對客戶具有約束力。如果客戶不接受上述修改，客戶有權在生效日期前依照現行「條款及條件」的相關條款終止客戶的賬戶。

若本通知的中英文版本有任何差異，以英文版本為準。

中國建設銀行（亞洲）股份有限公司

謹啟 2024 年 5 月

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Notice of Amendments to the Terms and Conditions for Accounts and Related Services (For Enterprise Customers) for China Construction Bank (Asia) Corporation Limited (“Terms and Conditions”)

With effect from 2 July 2024 (“Effective Date”), the Terms and Conditions will be amended. Details of amendments are as follows: -

Clause	Amendment (deleted contents are strikethrough and new contents are underlined below):
10.1	<p>Provision of Data: To enable the Bank to consider whether to provide or continue to provide the Customer with any Account or Service and/or comply with any Applicable Laws or court orders of Hong Kong or elsewhere and/or for the purpose of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities, the Bank may require the Customer to supply to the Bank from time to time information, documents or certifications about:</p> <ul style="list-style-type: none">(a) the Customer;(b) the ultimate beneficial owner of any Account or Service;(c) the person ultimately responsible for giving any instruction or for entering into any transaction or obtaining any Service;(d) any person on whose behalf the Customer acts in receiving payment; and/or(e) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer <u>(including but not limited to transaction and information of counterparties and related parties)</u>. <p>(including personal data as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (“Personal Data”)) (collectively, “Data”). Failure to provide such Data to the Bank may result in the Bank’s inability to provide or continue to provide such Account or Service to the Customer and/or comply with any Applicable Laws or court orders <u>and banking practices</u> of Hong Kong or elsewhere. The Customer represents and warrants that all such Data is accurate and correct and undertakes to notify the Bank immediately and in writing if any information previously provided to the Bank by the Customer changes or becomes inaccurate or incorrect, together with the relevant documents evidencing or supporting such change, as required by the Bank. <u>Where the Data relates to any other person, the Customer represents and warrants that the Customer has obtained all necessary consents (i) to provide such Data to the Bank; (ii) for and in relation to any disclosure, transfer, access and/or</u></p>

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	<u>sharing of such Data in accordance with and/or as contemplated under this Master TC; and (iii) to provide all necessary consents on behalf of that person.</u>
10.2	<p>A sub-clause (n) is added to Clause 10.2:</p> <p>Disclosure: The Customer agrees that the Bank may disclose the Customer's Data and any other information, documents or certification in relation to the Customer and/or any person referred to in Clause 10.1 (including the state of any Account or any transaction of the Customer with the Bank or any other information relating to the Customer or the Customer's transactions or dealings with the Bank), whether or not acquired through the keeping of any Account, to:</p> <p>(a) ... (b) ... (c) (n) <u>(notwithstanding any agreement between the Bank and the Customer) any information sharing platforms, systems and/or tools and/or any other fraud information-sharing initiatives which may be accessed and used by regulators, other authorities, the Bank and other financial institutions that have access to such platforms, systems, tools and/or initiatives (alone or with other information and documents) for the purpose of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities.</u></p>
10.2	<p>The following terms are added into the last paragraph of Clause 10.2:</p> <p>Each person to whom the Bank has disclosed the Customer's Data pursuant to this Clause may also disclose such Data where required under any Applicable Law or court order of Hong Kong or elsewhere with which such person is expected to comply. <u>The Customer further acknowledges and agrees that notwithstanding any other agreement made between the Customer and the Bank, the Data (alone or with other information and documents) may be accessed and used by regulators, other authorities, the Bank and other financial institutions that have access to financial intelligence evaluation sharing tool and/or any other fraud information-sharing initiatives for the purpose of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities, deciding whether or not to provide services to the Customer and other lawful purposes.</u></p>

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10.3	<p>The following wordings are deleted/added into the first paragraph of 10.3 and a new sub-clause (d) is added (with the existing sub-clause (d) to become sub-clause (e)):</p> <p>Use of Personal Data: Personal Data will be used for considering the Customer's request and subject to the Bank agreeing to provide or continue to provide the relevant Account or Service, the Personal Data and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such Account or Service to the Customer and/or the compliance by the Bank and any other member of the CCB Group with any Applicable Laws or court orders, of Hong Kong or elsewhere, voluntary code, any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong or elsewhere and/or for the purposes of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities. The Bank will use, store, disclose, transfer (whether within or outside Hong Kong) and/or exchange Personal Data to or with all such persons listed in Clause 10.2 (<i>Disclosure</i>) of Part A (including any member of the CCB Group and any service <u>or information</u> provider whether within or outside the CCB Group) for any and all purposes:</p> <p>(a) ...</p> <p>(b) ...</p> <p>(c) ...</p> <p>(d) <u>in connection with meeting the Bank's obligations, requirements or arrangements or those of any member of the CCB Group, to comply with or in connection with any law, regulation, judgment, court order, sanctions regime, international guidance within or outside the Hong Kong existing currently and in the future; and/or</u></p> <p><u>(e)</u> any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in any statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time (the terms of which shall be deemed to be an integral part of these Master TC).</p>
11.2	<p>The following wordings are added as Clause 11.2:</p> <p><u>11.2 Alerts and Money Transfers. This Clause 11.2 applies to Alerts and the Money Transfers as defined below. If there is any inconsistency between this Clause and the other provisions in this Master T&C, this Clause shall prevail insofar as Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which this Clause 11.2 comes into effect, the Customer confirms that it has accepted and will</u></p>

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be bound by this Clause.

In this Clause 11.2:

“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organizations.

“Money Transfer” means a transfer of money by the Customer through the Bank via any channel or means or in any currency determined by the Bank from time to time (including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank), whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by the Customer to the Bank to make a Money Transfer.

- (a) The Customer confirms and acknowledges that the Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing responsibility for safeguarding its own interests, money and assets from fraud or other illegal activities.
- (b) The Customer confirms and acknowledges that the Bank:
- (i) does not control the management, operation or any other aspect of the Anti-fraud Databases;
 - (ii) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
 - (iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank’s records of its delivery of any Alert to the Customer and any response from the Customer whether to proceed

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or cancel any Money Transfer shall have conclusive effect save for manifest error.

- (c) The Customer confirms and acknowledges that the Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to the Customer, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to the Customer by electronic or other means.
- (d) The Bank shall not be liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.
- (e) The Bank shall not be liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts) , or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts) , except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's gross negligence or willful default or that of its officers, employees or agents.
- (f) In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether they were foreseeable or likely to occur).
- (g) Nothing in this Clause 11.2 is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.

客戶重要通知

Important Notice to Customers

	<p>(h) <u>The Customer agrees and acknowledges that:</u></p> <ul style="list-style-type: none">(i) <u>the Customer is responsible for taking reasonably practicable steps to safeguard the Customer's own interests, money and assets from fraud or other illegal activities;</u>(ii) <u>the Customer is responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case;</u>(iii) <u>the Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert; and</u>(iv) <u>the Customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.</u>
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Please note that the above amendments set out in this notice shall be binding on you if you continue to use or retain your account(s) on or after the Effective Date. If you do not accept the above amendments, you have the right to terminate your account(s) in accordance with the relevant clauses under the existing "Terms and Conditions" before the Effective Date.

Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

China Construction Bank (Asia) Corporation Limited
May, 2024

客戶重要通知

Important Notice to Customers

有關中國建設銀行股份有限公司香港分行之 「綜合服務協議：賬戶及服務的主要條款和細則 (商業客戶)」修訂通知（「條款和條件」）

自 2024 年 7 月 2 日（「生效日期」）起，條款和條件將進行修訂。修訂詳情如下：

條款	修訂（刪除內容加上刪除線，新增內容加底線）：
10.1	<p>資料提供：為了能夠讓本行考慮是否或者是否繼續向客戶提供任何賬戶或服務和 / 或遵守適用法律或香港或其它地方法院的命令，<u>及 / 或為了偵測、通報及 / 或預防已知或可疑的欺詐、刑事犯罪及 / 或非法活動</u>，本行可能要求客戶不時向本行提供關於以下各項的資料、文件或證書：</p> <ul style="list-style-type: none">(a) 客戶；(b) 任何賬戶或服務的最終實益擁有人；(c) 須就發出任何指令或訂立任何交易或取得任何服務負上最終責任的人士；(d) 客戶代為領取付款的人士；及 / 或(e) 本行按其唯一絕對酌情權所識別與客戶有關聯的任何其他人士 <u>（包括但不限於交易及交易對方及有關連方）</u>， <p><u>（包括香港法例第 486 章《個人資料（私隱）條例》所界定的個人信息資料（「個人資料」）（合稱，「資料」）。</u>若客戶不能提供該等資料，本行可能不能向客戶提供或繼續提供該等賬戶或服務和 / 或本行將不能繼續遵守適用法律或者香港或其他地區法院的命令以及銀行慣例。客戶陳述並保證，所有該等資料均是準確和正確的。並且客戶承諾，當其已經提供給本行的任何資料發生了變更或者變得不再準確或正確之時，客戶將立即以書面形式通知本行，並按本行的要求同時向本行提供證明或支持該等變更的證據。<u>如果資料與任何其他人士相關，客戶聲明並保證，客戶已獲得其所有必要的同意(i) 向銀行提供此類資料；(ii) 根據及或考慮到本主條款用於及有關此類資料的任何披露、轉遞、獲取及 / 或分享；及(iii) 代表該人士提供所有必要的同意。</u></p>
10.2	第 10.2 條新增附加條款 (n)：

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	<p>披露：客戶同意，本行可以向下列各方披露客戶資料及有關客戶及 / 或第10.1條提及的任何人士的任何其他資料、文件或證書（包括關於任何賬戶或者本行和客戶間交易的狀況，或者關於客戶或客戶和本行間交易的其它信息），無論該等資料實否是在為客戶開立賬戶的過程中獲得的：</p> <p>(a) ...</p> <p>(b) ...</p> <p>(c) ...</p> <p>...</p> <p>(n) <u>（儘管銀行與客戶之間有任何協議）為了偵測、通報及 / 或預防已知或可疑的欺詐、刑事犯罪及 / 或非法活動，任何資訊共用平臺、系統及 / 或工具及 / 或任何其他詐欺共用資訊措施；而上述這些乃任何監管機構、其他當局、銀行和其他（可使用該等平臺、系統、工具及 / 或措施（單獨或與其他資訊和檔））之金融機構可存取和使用。</u></p>
10.2	<p>第 10.2 條最後一段增加以下條款：</p> <p>從本行獲悉客戶資料的任何人亦有權根據適用法律或者香港或者其它地區法院發出的其需要遵守的命令繼而向其它方披露該等資料。<u>客戶進一步承認並同意，儘管客戶與銀行之間達成任何其他協議，為了偵測、通報及 / 或預防已知或可疑的詐欺、刑事犯罪及 / 或非法活動、決定是否向客戶提供服務以及其他合法目的，資料（單獨或與其他資訊和文件）可由監管機構、其他當局、銀行和其他可使用金融情報評估共享工具及 / 或任何其他詐欺資訊共享措施的金融機構獲取和使用。</u></p>
10.3	<p>第 10.3 條第一段中刪除 / 新增了下列條款，並新增新附加條款 (d) (現有附加條款 (d)則成為附加條款(e))：</p> <p>個人資料的使用：當本行同意提供或者繼續提供相關的賬戶或服務之時，個人資料將被本行用於考慮客戶的需求。個人資料以及所有與本行及客戶間交易有關的信息將被用於向客戶提供賬戶或服務，和 / 或用於本行或建設銀行集團其它成員對於適用法律以及香港或者其它<u>或法院發出的命令的遵守、自願守則、任何指引、指導或要求（不論是在香港境內或境外或其他地方的任何法律、監管、政府、稅務、執法或其他機構，或自我監管或行業公會或金融服務提供者協會提出或發出的）及 / 或為了偵測、通報及 / 或預防已知或可疑的詐欺、刑事犯罪及 / 或非法活動。本行可</u></p>

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	<p>為了任何及所有目的使用、儲存、披露、轉讓（在香港境內或者境外）和 / 或與第 A 部分第 10.2 條（披露）項下所列的各方（包括建設銀行集團的任何成員和香港境內或境外的任何服務或資訊提供商）交換個人資料，包括：</p> <p>(a) ...</p> <p>(b) ...</p> <p>(c) ...</p> <p>(d) <u>有關履行本行或建行集團任何成員的義務、要求或安排，遵守或與之相關的（於香港或香港以外之現行或將來之）任何法律、法規、判決、法院命令、制裁制度、國際指引；及 / 或</u></p> <p>(e) <u>根據本行不時提供給客戶的任何對賬單、通告、通知或者其他條款和細則中告知客戶的關於個人資料披露本行的一般政策（該等政策的內容應被視為本主條款的一部分）的其它任何目的和其它任何方。</u></p>
11.1	<p>第 11.1 條新增附加條款 (d)：</p> <p>反洗黑錢等：客戶承認並同意，本行及建設銀行集團其他成員均需遵守香港和其它司法管轄區的適用法律，包括有關反洗錢、反恐融資、制裁、反逃稅的法律和法規。客戶同意，本行有權採取行動並指示建設銀行集團任何其他成員（或受其指示）採取行動，此等行動乃本行或建設銀行集團成員根據該等適用法律認為適當的行動。這些行動可能包括：</p> <p>(a) ...</p> <p>(b) ...</p> <p>(c) ...</p> <p>(d) <u>適用法律規定向任何法律執行實體、監管機構或法院披露任何關於客戶的信息。</u></p>
11.2	<p>新增以下條款為第 11.2 條：</p> <p>11.2 警示與轉賬交易：<u>此條款 11.2 適用於下列定義的警示與轉賬交易。若此條款與本主條款中的其他規定出現不一致，就警示與轉賬交易而言，均以此條款為準。在此條款 11.2 生效日期當日或之後作出任何轉賬交易，客戶確認已接受此條款並將受此條款約束。</u></p>

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在此條款 11.2 中：

「警示」指對一項轉賬交易或相關的收款人或收款人戶口可能涉及欺詐或詐騙的警告訊息。

「防詐資料庫」包括由香港警務處或香港其他執法機關、政府機構或監管機構運作或管理的任何防詐騙搜尋器及 / 或防欺騙資料庫（包括但不限於防騙視伏器），不論其是否可供一般公眾人士或指定實體或組織使用。

「轉賬交易」指客戶使用任何本行不時決定的任何渠道或方式或以任何貨幣透過本行進行的資金轉移（包括但不限於一個或多個渠道或方式：電子銀行服務、電子錢包、流動理財服務、自動櫃員機、現金存款機，或於本行任何分行的櫃位），不論收款人戶口是否在本行開立；如文義要求或允許，包括客戶向本行發出進行轉賬交易的指示。

- (a) 客戶承認並同意，警示旨在幫助客戶在作出轉賬交易時保持警覺，提防欺詐、詐騙及欺騙。客戶不應把警示視為替代客戶保障自身的利益、資金及資產免受欺詐或其他非法活動損害的責任。
- (b) 客戶承認並同意，本行：
- (i) 無法控制防詐資料庫的管理、運作或任何其他方面；
 - (ii) 僅根據防詐資料庫不時提供的資料來編製警示；及
 - (iii) 不會就防詐資料庫並無提供資料的收款人、收款人戶口或交易編製警示。

因此本行不會保證亦不能保證任何防詐資料庫提供的資料是否完整、真實、準確及最新，本行也不會保證亦不能保證客戶沒有收到警示的轉賬交易不涉欺詐，或客戶收到警示的轉賬交易必屬欺詐。本行就向客戶傳送任何警示的紀錄以及客戶回覆是否進行或取消任何轉賬交易的紀錄，均具有最終效力（明顯錯誤除外）。

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- (c) 客戶承認並同意，本行可不時考慮本行的需要以本行認為適當的方式編制和發送警示。考慮本行的需求以及相關人士的就警示的編製及傳送不時給予的反饋、意見、指引或建議，本行有權自行決定不時決定及 / 或更改警示的內容、傳送警示的渠道或方式，及/或轉賬交易的貨幣(等)，而無須另行通知客戶。相關人士包括但不限於香港的執法機關或其他政府機構、監管機構或行業公會。本行可透過電子或其他方式向客戶傳送警示。
- (d) 本行無須負責客戶或任何其他人士因任何防詐資料庫提供或未有提供任何資料，或因其延誤、無法使用、中斷、故障或錯誤而可能引致或蒙受的任何種類的損失、損害或開支，或本行可合理控制以外的情況而可能引致或蒙受的任何種類的損失、損害或開支。
- (e) 本行無須負責客戶或任何其他人士因警示（或因警示引起的任何延誤或無法傳送）所涉的轉賬交易的處理、執行或取消警示，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的嚴重疏忽或故意失責引致。
- (f) 在任何情況下，就任何收益損失或任何特殊、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），本行、本行的關聯公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向客戶或任何其他人士承擔責任。
- (g) 此條款11.2的內容均無意排除或限制任何不能合法地排除或限制的權利或責任。
- (h) 客戶承認並同意：
- (i) 客戶有責任採取合理可行的措施以保障客戶自身的利益、資金及資產免受欺詐或其他非法活動的損害；
 - (ii) 在任何情況下，客戶有責任查證及確保收款人、收款人戶口、交易及交易詳情實屬真確並可靠；
 - (iii) 客戶應仔細考慮是否進行或取消受警示影響所涉的轉賬交易；及

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	(iv) <u>客戶就進行或取消受警示影響所涉的轉賬交易決定均對客戶具約束力，且客戶應對由此產生的後果承擔全部責任。</u>
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請注意，如果客戶在生效日期或之後繼續使用或保留客戶的賬戶，則本通知中規定的上述修訂將對客戶具有約束力。如果客戶不接受上述修改，客戶有權在生效日期前依照現行「條款及條件」的相關條款終止客戶的賬戶。

若本通知的中英文版本有任何差異，以英文版本為準。

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 5 月

客戶重要通知

Important Notice to Customers

Notice of Amendments to the Master Terms & Conditions for Accounts and Services (Business Customers) for China Construction Bank Corporation Hong Kong Branch (“Terms and Conditions”)

With effect from 2 July 2024 (“Effective Date”), the Terms and Conditions will be amended. Details of amendments are as follows: -

Clause	Amendment (deleted contents are strikethrough and new contents are underlined below):
10.1	<p>Provision of Data: To enable the Bank to consider whether to provide or continue to provide the Customer with any Account or Service and/or comply with any Applicable Laws or court orders of Hong Kong or elsewhere and/or for the purpose of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities, the Bank may require the Customer to supply to the Bank from time to time information, documents or certifications about:</p> <ul style="list-style-type: none">(a) the Customer;(b) the ultimate beneficial owner of any Account or Service;(c) the person ultimately responsible for giving any instruction or for entering into any transaction or obtaining any Service;(d) any person on whose behalf the Customer acts in receiving payment; and/or(e) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer <u>(including but not limited to transaction and information of counterparties and related parties)</u>. <p>(including personal information and data as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (“Personal Data”)) (collectively, “Data”). Failure to provide such Data to the Bank may result in the Bank’s inability to provide or continue to provide such Account or Service to the Customer and/or comply with any Applicable Laws or court orders <u>and banking practices</u> of Hong Kong or elsewhere. The Customer represents and warrants that all such Data is accurate and correct and undertakes to notify the Bank immediately and in writing if any information previously provided to the Bank by the Customer changes or becomes inaccurate or incorrect, together with the relevant documents evidencing or supporting such change, as required by the Bank. <u>Where the Data relates to any other person, the Customer represents and warrants</u></p>

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	<p><u>that the Customer has obtained all necessary consents (i) to provide such Data to the Bank; (ii) for and in relation to any disclosure, transfer, access and/or sharing of such Data in accordance with and/or as contemplated under this Master TC; and (iii) to provide all necessary consents on behalf of that person.</u></p>
10.2	<p>A sub-clause (n) is added to Clause 10.2:</p> <p>Disclosure: The Customer agrees that the Bank may disclose the Customer's Data and any other information, documents or certification in relation to the Customer and/or any person referred to in Clause 10.1 (including the state of any Account or any transaction of the Customer with the Bank or any other information relating to the Customer or the Customer's transactions or dealings with the Bank), whether or not acquired through the keeping of any Account, to:</p> <p>(a) ... (b) ... (c) <u>(n) (notwithstanding any agreement between the Bank and the Customer) any information sharing platforms, systems and/or tools and/or any other fraud information-sharing initiatives which may be accessed and used by regulators, other authorities, the Bank and other financial institutions that have access to such platforms, systems, tools and/or initiatives (alone or with other information and documents) for the purpose of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities.</u></p>
10.2	<p>The following terms are added into the last paragraph of Clause 10.2:</p> <p>Each person to whom the Bank has disclosed the Customer's Data pursuant to this Clause may also disclose such Data where required under any Applicable Law or court order of Hong Kong or elsewhere with which such person is expected to comply. <u>The Customer further acknowledges and agrees that notwithstanding any other agreement made between the Customer and the Bank, the Data (alone or with other information and documents) may be accessed and used by regulators, other authorities, the Bank and other financial institutions that have access to financial intelligence evaluation sharing tool and/or any other fraud information-sharing initiatives for the purpose of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities, deciding whether or not to provide services to the Customer and other lawful purposes.</u></p>

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10.3	<p>The following wordings are deleted/added into the first paragraph of 10.3 and a new sub-clause (d) is added (with the existing sub-clause (d) to become sub-clause (e)):</p> <p>Use of Personal Data: Personal Data will be used for considering the Customer's request and subject to the Bank agreeing to provide or continue to provide the relevant Account or Service, the Personal Data and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such Account or Service to the Customer and/or the compliance by the Bank and any other member of the CCB Group with any Applicable Laws or court orders, of Hong Kong or elsewhere, voluntary code, any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong or elsewhere and/or for the purposes of detecting, reporting and/or preventing known or suspected fraud, criminal offence and/or unlawful activities. The Bank will use, store, disclose, transfer (whether within or outside Hong Kong) and/or exchange Personal Data to or with all such persons listed in Clause 10.2 (<i>Disclosure</i>) <u>of Part A</u> (including any member of the CCB Group and any service <u>or information</u> provider whether within or outside the CCB Group) for any and all purposes:</p> <p>(a) ...</p> <p>(b) ...</p> <p>(c) ...</p> <p>(d) <u>in connection with meeting the Bank's obligations, requirements or arrangements or those of any member of the CCB Group, to comply with or in connection with any law, regulation, judgment, court order, sanctions regime, international guidance within or outside the Hong Kong existing currently and in the future; and/or</u></p> <p><u>(e)</u> any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in any statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time (the terms of which shall be deemed to be an integral part of these Master TC).</p>
11.1	<p>A sub-clause (d) is added to Clause 11.1:</p> <p>Anti-Money Laundering etc.: The Customer acknowledges and agrees that the Bank and any other member of the CCB Group are required to act in accordance with Applicable Laws in Hong Kong and other jurisdictions including anti-money laundering, anti-terrorist financing, sanctions and anti-tax evasion-related laws and regulations. The Customer agrees that the Bank may take, and may instruct any other member of the CCB Group (or</p>

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	<p>may be so instructed by any other member of the CCB Group) to take any action which it or such other member of the CCB Group, in its discretion, considers appropriate in connection with such Applicable Laws. This may include:</p> <ul style="list-style-type: none">(a) ...(b) ...(c) ...(d) <u>disclosing any information concerning the Customer to any law enforcement entity, regulatory agency or court where required by Applicable Law.</u>
11.2	<p>The following wordings are added as Clause 11.2:</p> <p><u>11.2 Alerts and Money Transfers. This Clause 11.2 applies to Alerts and the Money Transfers as defined below. If there is any inconsistency between this Clause and the other provisions in this Master T&C, this Clause shall prevail insofar as Alerts and Money Transfers are concerned. By making any Money Transfer on or after the date on which this Clause 11.2 comes into effect, the Customer confirms that it has accepted and will be bound by this Clause.</u></p> <p><u>In this Clause 11.2:</u></p> <p><u>“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.</u></p> <p><u>“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organizations.</u></p> <p><u>“Money Transfer” means a transfer of money by the Customer through the Bank via any channel or means or in any currency determined by the Bank from time to time (including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at any branch of the Bank), whether the payee account is maintained with the Bank or not; and if the context requires or permits, includes an instruction given by the Customer to the Bank to make a Money Transfer.</u></p> <ul style="list-style-type: none">(a) <u>The Customer confirms and acknowledges that the Alerts are intended to help the Customer stay vigilant against frauds, scams and deceptions when making Money Transfers. The Customer shall not take the Alerts as replacing responsibility for safeguarding its</u>

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own interests, money and assets from fraud or other illegal activities.

- (b) The Customer confirms and acknowledges that the Bank:
- (i) does not control the management, operation or any other aspect of the Anti-fraud Databases;
 - (ii) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
 - (iii) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, the Bank does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which the Customer does not receive Alerts are not fraudulent nor that Money Transfers for which the Customer receives Alerts are fraudulent. The Bank's records of its delivery of any Alert to the Customer and any response from the Customer whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

- (c) The Customer confirms and acknowledges that the Bank may compile and deliver the Alerts in such ways as it considers appropriate. The Bank shall have sole discretion to determine and/or vary, from time to time and without further notice to the Customer, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to the Bank's needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. The Bank may deliver the Alerts to the Customer by electronic or other means.
- (d) The Bank shall not be liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond the Bank's reasonable control.
- (e) The Bank shall not be liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or

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	<p><u>unavailability of the Alerts) , or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts) , except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from the Bank's gross negligence or willful default or that of its officers, employees or agents.</u></p> <p>(f) <u>In no event will the Bank, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether they were foreseeable or likely to occur).</u></p> <p>(g) <u>Nothing in this Clause 11.2 is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.</u></p> <p>(h) <u>The Customer agrees and acknowledges that:</u></p> <p>(i) <u>the Customer is responsible for taking reasonably practicable steps to safeguard the Customer's own interests, money and assets from fraud or other illegal activities;</u></p> <p>(ii) <u>the Customer is responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case;</u></p> <p>(iii) <u>the Customer should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert; and</u></p> <p>(iv) <u>the Customer's decision to proceed with or cancel a Money Transfer affected by an Alert is binding on the Customer and the Customer shall be solely responsible for the consequences.</u></p>
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Please note that the above amendments set out in this notice shall be binding on you if you continue to use or retain your account(s) on or after the Effective Date. If you do not accept the above amendments, you have the right to terminate your account(s) in accordance with the relevant clauses under the existing “Terms and Conditions” before the Effective Date.

Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

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)
May, 2024