

# 條款和條件

戶口及有關服務的  
條款和條件（個人戶口）

# Terms & Conditions

TERMS AND CONDITIONS  
FOR ACCOUNTS AND RELATED SERVICES  
(FOR INDIVIDUALS)

**TERMS AND CONDITIONS FOR ACCOUNTS AND RELATED SERVICES (FOR INDIVIDUALS)**

The terms and conditions set out below and in the Schedules (the “Terms and Conditions”) apply to all accounts and services provided by China Construction Bank (Asia) Corporation Limited (the “Bank”, which includes all the Branches and offices of China Construction Bank (Asia) Corporation Limited wherever situated, its successors and assigns) to each of its individual customers (the “Customer”). By using or continuing to use such accounts or services after receiving these Terms and Conditions, the Customer shall be deemed to have agreed to be bound by these Terms and Conditions.

**1. GENERAL PROVISIONS FOR ALL ACCOUNTS**

1.1 Definitions

“**Business Day**” means a day on which the Bank is open for banking business in Hong Kong but excluding Saturday afternoon.

“**FATCA**” means:

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (a) including as entered into by the government of Hong Kong;
- (c) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (a); and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

“**Foreign Law Requirement**” means any obligation imposed on the Bank pursuant to any future or present:

- (a) foreign laws (including foreign laws in respect of which the Bank considers itself bound and including laws and regulations of Mainland China);
- (b) Hong Kong laws that implement Hong Kong’s obligations under an agreement with a foreign government (including the government of Mainland China) or regulator;
- (c) agreements entered into between the Bank and a foreign government (including the government of Mainland China) or regulator; or
- (d) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (a) to (c).

For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank as amended or introduced from time to time, including pursuant to FATCA.

“**Government Authority**” means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**IRS**” means the U.S. Internal Revenue Services.

“**Mainland China**” means the territory of the People’s Republic of China excluding Hong Kong and Macau Special Administrative

Regions and Taiwan Province of the People's Republic of China.

“**Renminbi**” means the lawful currency for the time being of Mainland China.

“**Renminbi Banking Services**” means any Renminbi-related banking services provided by the Bank to its Customer including Renminbi account opening, Renminbi deposit-taking, Renminbi remittance, Renminbi conversion and such other services that the Bank may from time to time offered to its Customer.

“**RMB wealth management products**” means the Renminbi-denominated marketable wealth management products issued in accordance with the regulations in Hong Kong.

“**U.S.**” means the United States of America.

## 1.2 Interpretation

Unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa and words importing a gender include every gender;
- (b) clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of these Terms and Conditions;
- (c) whenever the word “including” is used, it is deemed to be followed by the words “without limitation”;
- (d) a Clause or Schedule is a reference to a clause of or schedule to these Terms and Conditions; and
- (e) a person, where applicable, includes an individual, a company, a partnership or body unincorporated and its successors and assigns.

## 1.3 Terms governing accounts

Any account opened by the Customer with the Bank and other matters relating thereto shall be governed by the relevant account opening form or mandate signed by the Customer, these Terms and Conditions (as amended and supplemented from time to time in accordance with Clause 13) and the applicable laws of Hong Kong.

Customers are required to provide the Bank with accurate, complete and acceptable identification, information and references and to complete and sign such forms and specimen signature cards as may be prescribed by the Bank from time to time in accordance with the relevant laws and regulations.

## 1.4 Compliance with orders

The Customer authorizes the Bank to:-

- (a) honour and comply with all checks, promissory notes, orders to pay, bills of exchange and other instruments drawn, signed, endorsed, accepted or made by or on behalf of the Customer (even if, where the Bank permits, the relevant account is or will become overdrawn);
- (b) act on any instructions to deliver or dispose of all or any securities, documents or other property of the Customer held by the Bank from time to time, whether held by way of security, safe custody or otherwise;
- (c) accept and act upon any instructions to deposit any sum into Customer's account;
- (d) act on any instructions for the purchase or sale of foreign exchange (both spot and forward);
- (e) act on any other instructions or directions given in connection with any Customer's account; and

- (f) accept and rely on any documents signed or given, or appear to be signed or given, by the Customer or any person authorized by the Customer (as determined in good faith by the Bank).

## 1.5 Minimum balance

The Customer is required to maintain such minimum balance in an account as the Bank may from time to time require.

## 1.6 Closure of accounts

- (a) The Bank may close any account of the Customer:-
  - (i) if the account has a zero balance or has remained inactive for such period as the Bank may determine; or
  - (ii) with immediate effect if the account, in its opinion, is being used for illegal or improper purposes or has not been conducted in a satisfactory or reasonable manner; or
  - (iii) by providing reasonable prior notice with or without providing specific reasons for closure.
- (b) Upon notice of closure being sent to the Customer's last known address, the Customer may collect the balance (less all charges) from the Bank during the Bank's normal business hours or the Bank may, at its discretion, remit the balance (less all charges) at the Customer's risk to the last known address of the Customer by check, cashier's order or demand draft issued by it (whichever is applicable).
- (c) Notwithstanding any other right under this Clause 1.6, the Bank may close or transfer any account of the Customer if the Customer fails to comply with any requirement of these Terms and Conditions in respect of a Foreign Law Requirement, including failing to provide information, documents and supporting materials as required by the Bank or closure or transfer of the account is otherwise necessary or convenient for the purpose of the Bank's compliance with a Foreign Law Requirement.
- (d) Upon completion of the closure of account referred to in paragraph (b) or (c) above, the Bank shall be totally released or discharged from any further obligations including payment of any check drawn by the Customer and subsequently presented. The Customer agrees to be solely responsible for any and all consequences resulting or arising from such closure.

## 1.7 Sufficiency of funds

- (a) The Customer shall ensure that there are sufficient funds in any account in respect of which a service is offered for withdrawing or transferring funds, whether by use of any electronic means or otherwise. The Bank is not obliged to act on any instruction or request for withdrawal or transfer if there are insufficient funds in the relevant account.
- (b) No account may be overdrawn except by prior arrangement with the Bank.
- (c) Notwithstanding paragraph (b) above, if a withdrawal or transfer has been made by the Bank without sufficient funds in the relevant account, the Customer shall repay to the Bank on demand the moneys overdrawn or transferred together with handling charges and interest at the rate charged by the Bank for overdrafts.

## 1.8 Retention of documents

- (a) The Bank shall have no obligation to retain the checks or documents relating to any account of the Customer.

- Photocopies of such checks and documents, if available, may be supplied by the Bank upon payment of a service charge.
- (b) Without prejudice to paragraph (a) above, the Bank may, at its discretion and at any time, destroy or dispose of all documents received by it in connection with any account of the Customer once the Bank has arranged for these documents to be stored on microfilm or any other medium as the Bank may consider appropriate.

#### 1.9 Signature and chop

The Customer is requested to observe the same style of signature and/or seal/chop (if applicable) as set out in the specimen registered at the Bank. The Customer must give prior written notice to the Bank in respect of any change of specimen signature, seal, chop, address or other pertinent particulars recorded with the Bank. Prior to its actual receipt of such notice, the Bank shall be entitled to act on the basis of the most recent instruction or information of the Customer then kept by the Bank.

### 2. INTEREST, SERVICE CHARGES AND PAYMENTS

#### 2.1 Interest

- (a) Interest may be earned on such accounts as are determined by the Bank and at such rates as are determined and publicized by the Bank from time to time. These rates will be posted at all branches of the Bank and displayed on the Bank's website for reference only.
- (b) No interest may be earned on an account if the credit balance in that account is less than the minimum amount specified by the Bank from time to time.

#### 2.2 Service charges

- (a) The Bank may:
- (i) levy a service charge on any account of or any special or standing instruction of or any service provided to the Customer;
  - (ii) levy a service charge on an account if the balance in that account falls below the minimum amount prescribed by the Bank or that account remains inactive for such period as the Bank may determine and/or is closed within three months (or any other period as the Bank may determine) from the date on which it is opened; and
  - (iii) with prior notice, impose other types of charges in accordance with the applicable rules of the Hong Kong Association of Banks and/or other applicable laws and rules and in such manner as the Bank at its discretion thinks fit.
- (b) The Bank may debit the amount of all applicable charges from any account of the Customer and shall inform the Customer of the nature and the amount of such charges after they have been debited from any account of the Customer.
- (c) Details of the Bank's charges are displayed at all branches of the Bank and are also available upon request.

#### 2.3 Payments

All payments by the Customer to the Bank pursuant to these Terms and Conditions shall be made in Hong Kong dollars (or in any other currency in which the relevant liability is incurred) without any deduction, set-off or counterclaim and free and clear of any taxes. If the Customer is required by law to make any deduction or withholding, the Customer shall promptly pay to the Bank such

additional amount as may be necessary to ensure that the Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to any deduction or withholding.

#### 2.4 Payments affected by Foreign Law Requirements

- (a) The Customer acknowledges and agrees that notwithstanding any other provision of these Terms and Conditions:
- (i) any payments by the Bank under these Terms and Conditions, will be subject to withholding and deduction as required under Foreign Law Requirements;
  - (ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank; and
  - (iii) the Bank is not be liable for any gross up, loss or damage suffered as a result of the Bank's exercising its rights under this Clause 2.4.
- (b) The Customer acknowledges and agrees that any transaction, payment or instruction under these Terms and Conditions may be delayed, blocked, transferred or terminated as required for the Bank to meet its obligations, including those under any Foreign Law Requirement as determined by the Bank.

### 3. CHECK DEPOSITS AND DRAWING AGAINST UNCLEARED INSTRUMENTS

#### 3.1 Deposits of instruments subject to clearing

- (a) Deposit of checks or other types of instruments subject to clearing is accepted for collection only and the proceeds will not be available to the Customer until the relevant instrument has been cleared.
- (b) The Bank shall exercise reasonable care in relation to the custody and presentation of checks and/or other types of instruments presented by the Customer for collection but shall not be liable for loss suffered by the Customer as a result of any loss or destruction of checks/instruments or delay in presentation thereof in the absence of negligence on the part of the Bank. The Bank shall incur no liability as a result of any loss or destruction of checks/instruments or delay in presentation while the checks/instruments are in the custody of any properly authorized third party through whom such checks/instruments are presented for collection. In no event shall the Bank be liable for any consequential loss arising as a result of the loss or destruction of checks/instruments or their delay in presentation.

#### 3.2 Deposits of third party checks

Checks payable to the order of a party other than the Customer must be duly endorsed by such party and such checks will be accepted for deposit only at the discretion of the Bank. The Customer agrees to indemnify the Bank against all losses, damages and claims reasonably and properly incurred or sustained by it in connection with such deposit.

#### 3.3 Drawing against uncleared instruments

- (a) The Customer may not draw against uncleared bills, drafts or checks deposited in the Customer's account until the proceeds or advice of final payment thereof has been received by the Bank. For instruments that are cleared through the Hong Kong Interbank Clearing Limited, the proceeds of those instruments will usually become available on the second Business Day (excluding Saturdays) after the date of deposit.

- (b) With respect to instruments that have to be cleared outside Hong Kong, the collection schedule varies depending upon the country involved and the Customer should make inquiry at any branch of the Bank to determine the time required for advice of final payment. The effective date of deposit will be subject to the date of the final payment received by the Bank after the check has been duly cleared. Should any instrument be dishonored and returned by the drawee bank, it will be returned to the Customer and the Customer will be debited accordingly together with all related charges.
- (c) No interest will accrue on uncollected funds.
- (d) All instruments received for collection after the normal clearing cut-off time on any Business Day will be treated as received for the Customer's account on the following Business Day (excluding Saturdays). All instruments received for collection on any Saturday will be treated as received for the Customer's account on the following Business Day.

#### 3.4 Uncollected funds

- (a) Without prejudice to Clause 3.3, if the Bank permits the Customer to draw against funds to be transferred from any account or to be collected, the Customer shall on demand reimburse the Bank in full the amount so drawn if:-
  - (i) the Bank does not receive the funds in full at the time when it ought to have received them;
  - (ii) the transfer or collection of such funds results in any account of the Customer maintained with the Bank being overdrawn; or
  - (iii) after the Bank has accepted the transfer, it is prevented from collecting or freely dealing with the funds in accordance with its usual banking practice.
- (b) Further, if the Bank accepts any funds to be transferred in favour of the Customer or to be collected in lieu of cash settlement of the Customer's obligation, such settlement shall be conditional upon receipt by the Bank of full payment of such funds in immediately available funds.

### 4. ACCOUNT STATEMENTS

#### 4.1 Delivery of account statements

- (a) Account statements will normally be sent to the Customer monthly or at such other intervals as may be arranged. The Bank, however, reserves the right not to send an account statement to the Customer if there is no record of activity in the account during the relevant period.
- (b) If the Customer fails to receive an account statement within ten Business Days after the end of the period to which the statement relates, the Customer should immediately notify the Bank and request a copy of the same.

#### 4.2 Notification of errors

The Customer must notify the Bank of any errors in any account statement, advice or acknowledgement sent to the Customer by the Bank within 90 days of the date of such statement, failing which the statement, advice or acknowledgement shall, subject to Clause 11.2, be deemed to be accepted by the Customer and be regarded as final and conclusive except that the Bank may at its discretion adjust any entries mistakenly or erroneously made by it.

### 5. SPECIFIC TERMS AND CONDITIONS

Without prejudice to the application of other provisions of these Terms and Conditions:

- (a) checking accounts are further subject to the provisions of Schedule 1;
- (b) savings and time deposit accounts (including prime-linked savings accounts, fixed rate target savings accounts and prime-linked time deposit accounts) are further subject to the provisions of Schedule 2;
- (c) Private Wealth, Premier Banking and Wise Banking services are further subject to the provisions of Schedule 3;
- (d) Electronic Banking Services are further subject to the provisions of Schedule 4;
- (e) Renminbi Banking Services are further subject to provisions of Schedule 5; and
- (f) Interest Plus Savings Accounts are further subject to provisions of Schedule 6.

### 6. FOREIGN CURRENCY ACCOUNTS

- (a) Without prejudice to any other provisions of these Terms and Conditions which are applicable to foreign currency accounts, all deposits into and withdrawals from any foreign currency accounts must be in currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion shall not exceed the daily or transaction limits imposed by the Bank from time to time, if any, and is subject to the prevailing rate of exchange quoted by the Bank at the time of the deposit or withdrawal.
- (b) The Bank shall not be responsible or become liable for any diminution in the amount or the value of any amount credited to a foreign currency account due to taxes, imposts or depreciation, nor for the unavailability of any currency due to restrictions on convertibility or remittance, requisitions, involuntary transfers, exercise of military or usurped powers, or other similar causes beyond the Bank's control.

### 7. REMITTANCE SERVICES

- (a) The Customer agrees that, as a remitter in respect of each remittance transaction, the information in the remittance application form, such as the Customer's name, address and whether a bank account exists with the Bank, is required to be disclosed to the intermediary and receiving banks.
- (b) The Customer is solely responsible for providing accurate information regarding the receiving party to the Bank for making out-going funds transfer. The Customer acknowledges that the Bank is acting solely as the Customer's agent when providing out-going funds transfer and has no control over the operations of and any service charge imposed at the receiving end. The time of availability of funds at the receiving end of an out-going funds transfer is subject to the location, local telecommunication system and the banking practices of the receiving party.
- (c) The Customer accepts the risk for any loss, delay, error, omission or mutilation which may occur in the transmission of any out-going funds transfer. The Bank will, however, promptly notify the Customer if an out-going funds transfer cannot be effected.

- (d) In making an out-going funds transfer, the Bank reserves the right to effect such transfer through any correspondent/agent/intermediary as it may from time to time determine in accordance with its operational requirements. Where conversion of currencies is required for making an out-going funds transfer, such conversion shall not exceed the daily or transaction limits imposed by the Bank, if any, and is subject to the then prevailing rate of exchange of the Bank. Unless otherwise agreed between the Bank and the Customer, charges and expenses incurred by the Bank or the correspondents/agents/intermediaries of the Bank will be deducted from the funds remitted.
- (e) In case of cancellation of an out-going funds transfer by the Customer, if the refund of the proceeds is to be made in a different currency, it will be made on the basis of the amount received by the Bank at the Bank's buying rate on the day of refund. Any charges and expenses incurred by such cancellation will be borne by the Customer and will be deducted from the proceeds of the refund. All cable or other charges and commission collected are not refundable.
- (f) Incoming remittances (denominated in any currency) in favour of the Customer will not be credited into the Customer's account on the day a payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time or the value date specified in that payment advice is later than the day that payment advice is received by the Bank. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing account of the Customer.
- (g) In relation to an incoming foreign currency remittance, if the foreign currency remittance is required to be converted into Hong Kong dollars, the Bank's then prevailing buying rate will apply.
- (h) An advice will be sent to the Customer after each out-going funds transfer or incoming remittance is made or received by the Bank. The Customer should promptly notify the Bank of any errors.

#### 8. **JOINT ACCOUNTS**

Where an account is opened in the name of two or more persons, unless otherwise agreed in writing by the Bank:

- (a) all obligations and liabilities incurred with respect to the account shall be joint and several;
- (b) references to the Customer shall be references to each of such persons;
- (c) each of such persons shall, unless otherwise specified, be entitled to operate the account independently from the others;
- (d) the Bank shall be entitled to deal separately with any such person on any matter, and may vary the liability or grant time or other indulgence to any such person, without affecting the Bank's rights and remedies against any other such persons;
- (e) where separate instructions are given by the joint account holders and they are in conflict, the Bank may:
  - (i) act on any of those instructions; or
  - (ii) delay in acting on those instructions until the apparent conflict has been resolved; or
  - (iii) act only on the unanimous instructions of all joint account holders;

- (f) any notice to any one such person will be deemed effective notification to all such persons;
- (g) all sums now or in the future received in the name of any one or more of such persons may be deposited, in the Bank's discretion and in the absence of contrary instructions, into the account;
- (h) all checks, drafts or other monetary instruments payable to any one or more but not all of such persons may be collected by the Bank and paid into the account notwithstanding being crossed "Account Payee" or "Account Payee Only" and not endorsed by the payee;
- (i) any credit balance of such account is and will be owned by such persons as joint tenants with right of survivorship;
- (j) subject to applicable law, on the death of any of such persons, the Bank will hold any credit balance of the account to the order of the survivor(s) and, in the case of the death of all such persons, the legal representative(s) of the last survivor, on production of a Grant of Probate or Letters of Administration in respect of that last survivor (without prejudice to any right the Bank may have in respect of such balances arising out of any security interest, lien, right of set-off, counterclaim or otherwise); and
- (k) in the event of death, bankruptcy or liquidation or mental or other incapacity of one or more of such persons, the Bank shall have the right to set off any claims the Bank has or may have against such person or persons howsoever incurred against any credit balance in the account and further, the Bank shall have the right, in its sole discretion, to freeze the account and refuse any dealings therewith or refuse to accept any instructions, where in respect of the account, the services or otherwise.

#### 9. **PAYMENT TO LEGAL REPRESENTATIVES**

The Customer authorizes the Bank to pay and deliver to or to the order of the Customer's legal representative(s), on the production of a Grant of Probate or Letters of Administration in respect of the Customer, any credit balance of any account in the Customer's name (without prejudice to any right the Bank may have in respect of such balance arising out of any security interest, lien, right of set-off, counterclaim or otherwise or to any step which the Bank may deem it desirable to take in view of any claim by any person other than the Customer's legal representative(s)). This paragraph does not apply to joint accounts.

#### 10. **SUSPENSION OF ACCOUNTS**

- (a) If the Bank receives notice of a petition for the bankruptcy of a Customer or a Customer begins negotiation with any creditor or creditors for the purposes of considering any individual voluntary arrangement, the Bank may suspend all or any operations relating to accounts maintained in the name of that Customer until the Bank is satisfied that the relevant petition is irrevocably discharged. After such suspension, and notwithstanding the terms of any existing or future account opening forms/mandates signed by the Customer or other agreements between the Bank and that Customer governing the operation of accounts held in the name of that Customer or credit or other facilities or banking arrangements with that Customer, the Bank may in its absolute discretion refuse to act in accordance with any instructions relating to the operation

of accounts maintained in the name of that Customer so suspended (whether given before or after the Bank's receipt of notice of petition for bankruptcy of that Customer).

- (b) The Bank shall not be liable to the Customer for any action taken or not taken by it with respect to any accounts the operations of which are suspended under paragraph (a) above unless directly caused by the negligence or wilful misconduct of any officer, employee or agent of the Bank.

## **11. FOREIGN LAW REQUIREMENT INFORMATION AND DISCLOSURE**

### **11.1 Obligation to provide information and supporting materials**

The Customer undertakes to provide the Bank with such information, documents and certifications as reasonably required by the Bank in order for it to meet its obligations under any Foreign Law Requirement. The Customer acknowledges and agrees that this may include information, documents or certifications in connection with:

- (a) the Customer;
- (b) the ultimate beneficial owner of any account;
- (c) the person ultimately responsible for giving any instruction or for entering into any transaction;
- (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.

### **11.2 Use and disclosure for the purpose of any Foreign Law Requirement**

The Customer agrees that the Bank may disclose any information, documents or certifications in relation to the Customer and/or any person referred to in Clause 11.1 to any person or Government Authority, whether or not established under Hong Kong law, as required under any Foreign Law Requirement as determined by the Bank.

### **11.3 Offshore disclosure**

The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

### **11.4 Change of details**

The Customer must promptly notify the Bank in writing of any change in:

- (a) the Customer's particular(s), circumstance(s), status, including any change in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number and email address;
- (b) (where applicable) the Customer's constitution, shareholders, partners, directors or company secretary, or the nature of the Customer's business; or
- (c) the address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 11.1.

## **12. COMPLAINTS, LIABILITY AND INDEMNIFICATION**

### **12.1 Complaints**

The Customer may register a complaint by writing to any branch of the Bank. Such complaint must clearly identify the Customer, the Customer's account number, the Customer's address and the specific nature of the complaint.

### **12.2 Liability and indemnification**

- (a) The Bank shall not be liable for any liability, claim, loss or damage, demand, tax, cost, charge or expense of any kind which may be incurred or suffered by the Customer or any actions or proceedings which may be brought by or against the Customer as a result of or arising from:-

- (i) the failure of the Customer to comply with these Terms and Conditions and to exercise due care in his dealings with the Bank;
- (ii) the Customer providing misleading or false information in respect of itself of any other person or matter in connection with these Terms and Conditions;
- (iii) the misunderstanding or misinterpretation of any instruction whether given by phone, electronic means or otherwise (provided that the Bank acts in good faith);
- (iv) the inability of the Customer to gain access to or utilize any electronic banking service offered by the Bank; or
- (v) any failure of the Bank to perform any obligation or service or take any action where such inability or failure is attributable directly or indirectly to any circumstance or event beyond the reasonable control of the Bank, including any equipment or computer malfunction, power, network or telecommunication failure or inadequacy, interruption, interception, error, delay or loss in transmission or transfer facilities, or the act or omission of any third party,
- (vi) any reasons or causes beyond the Bank's control, including without limitation, complying with any law, regulation, code, order, court freezing order, notice, guideline, directive or at the request of public or regulatory or governmental authorities or as a result of any levy, tax, embargo, moratorium, exchange restriction or other act of government or other authority, any loss and mistake of postal or other strikes, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, typhoon storm, explosion of force majeure.

except where such loss or damage is reasonably foreseeable and directly caused by (1) unauthorized transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Customer and in relation to which the Bank has failed to exercise reasonable care and skill; (2) unauthorized transactions arising from forgery or fraud by any employee, agent or servant of the Bank; or (3) other unauthorized transactions arising from the wilful misconduct or negligence on the part of the Bank or any of its employees, agents or servants.

- (b) The Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes, of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by it (including legal fees) in connection with the maintenance of, or dealings with, the account or dealing with any instrument for payment of money at the request of the Customer or the Bank's provision of services, and/or the exercise of the powers and rights of the Bank under these Terms and Conditions, unless such liabilities, claims,

costs, damages, expenses, actions or proceedings are caused directly by the negligence or wilful misconduct of any officer, employee or agent of the Bank.

### 12.3 No consequential damages

If the Bank is found liable for any act or omission, negligence or default, its liability shall be limited to the lesser of the amount of the direct loss or actual damage and the amount of the relevant transaction. The Bank shall not be responsible for any loss of profit or any special, consequential or indirect loss or damage arising out of such act, omission, negligence or default.

## 13. SET-OFF

### 13.1 Set Off

The Bank may, at any time without prior notice, combine or consolidate any accounts (of whatever nature, wherever situate, whether in the name of the Customer solely or jointly with other(s) and whether subject to notice or not), and set-off, debit, withhold, apply and/or transfer any sum standing to the credit of one or more of the accounts in or towards satisfaction of the Customer's obligations and/or liabilities to the Bank on any other account or in any other respect whatsoever, whether such obligations and/or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owed by the Customer to the Bank in whatever capacity, and, where such combination, consolidation, set-off, debit, withholding, application or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Bank) prevailing in the relevant foreign exchange market at the relevant time. In the case of a joint account, the Bank may exercise its rights in these Terms and Conditions and apply any credit balance in such joint account in or towards satisfaction of any obligations and/or liabilities owed to the Bank by any one or more of the Customers. The Bank shall, as soon as practicable, give notice to the Customer of any exercise of the Bank's right under this Clause.

### 13.2 Lien

The Customer authorizes the Bank to exercise a lien over all the Customer's property coming into the possession or control of the Bank for any reason whatsoever, whether or not in the ordinary course of banking business, with power for the Bank to sell such property, if necessary, and apply the net proceeds to satisfy any of the Customer's obligations and/or liabilities to the Bank.

### 13.3 Other Rights

The rights of the Bank under this Clause 13 shall be in addition and without prejudice to any lien or other right whatsoever to which the Bank may be entitled by law and shall apply to all liabilities of the Customer to the Bank, whether such liabilities or any of them arise on any account or in any other respect or manner whatsoever.

## 14. AMENDMENTS

The Bank may, by prior notice (in electronic or printed form), vary, amend or supplement any of these Terms and Conditions and such variation, amendment or supplement shall take effect on the date specified in the notice. Such notice will be given to the Customer in accordance with Clause 16. The Customer should notify the Bank before the effective date if he does not accept any such amendment.

## 15. PERSONAL DATA PROTECTION

Any personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong)), which the Customer provides to the Bank will be treated in accordance with the Bank's "Notice to Customers relating to the Personal Data (Privacy) Ordinance" from time to time provided to the Customer and which is expressly incorporated into these Terms and Conditions.

## 16. NOTICES

- (a) Any notice, demand or other communication may be sent to the Customer in writing to his last known address or by facsimile to his last known facsimile number. Written notice, demand or other communication shall be deemed to have been duly sent to and received by the Customer
  - (i) if delivered personally, at the time of delivery;
  - (ii) if sent by post, on the second Business Day after the day of posting if the address is in Hong Kong (and seven days after posting if the address is outside Hong Kong); and
  - (iii) if sent by facsimile transmission, email or other electronic means, at the time of despatch.
- (b) All notices or announcements by the Bank in connection with any of the accounts, services or charges governed by these Terms and Conditions shall also be deemed duly given or made and effective and binding on the Customer if the Bank has:
  - (i) displayed the notice or announcement at the Bank's branches; or
  - (ii) advertised the notice or announcement in a daily newspaper circulating in Hong Kong; or
  - (iii) sent the notice or announcement by ordinary mail to the address of the Customer in the Bank's record; or
  - (iv) in relation to transactions operated through electronic banking services offered by the Bank, put the notice or announcement on the Bank's website whether or not the Customer has retrieved or read the notice; or
  - (v) sent the notice or announcement by e-mail to the e-mail address of the Customer in the Bank's record; or
  - (vi) sent the notice or announcement by short message service to the mobile number of the Customer in the Bank's record.

## 17. MISCELLANEOUS

### 17.1 No waiver

No act or omission by the Bank pursuant to these Terms and Conditions shall affect its rights, powers or remedies.

### 17.2 Assignment

No assignment of any rights or obligations of the Customer under these Terms and Conditions shall be effective without the prior written consent of the Bank.

### 17.3 Business Practice

The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only accept instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so and may refuse to accept or act on any instruction which may adversely affect the interest of the Bank. For the avoidance of doubt, the Bank is authorized to participate in and comply



## SCHEDULE 1

### TERMS AND CONDITIONS FOR CHECKING ACCOUNTS

The following terms and conditions apply to all checking accounts and related services provided by the Bank to its Customer. The “Terms and Conditions for Accounts and Related Services” (the “Terms and Conditions”) from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

#### **1. Drawing of checks**

- (a) Checks may only be drawn on check forms provided by the Bank in the currency in which the account is denominated.
- (b) Upon closure of any checking account with the Bank, the Customer must either return to the Bank or destroy all unused checks.

#### **2. Delivery of check books**

Upon receipt of an application for new check book(s), the Bank will deliver, at the cost of the Customer, the required check book to the Customer’s address provided to the Bank in the manner instructed by the Customer. The Bank assumes no responsibility for any delay or loss occasioned by such mode of delivery unless such delay or loss is directly caused by the negligence and wilful misconduct of the Bank.

#### **3. Manner in dealing with check books**

- (a) Upon receipt of a check book, the Customer should count the number of checks carefully and examine the account and serial numbers printed thereon. Any discrepancy should immediately be reported to the Bank.
- (b) Check books must at all times be kept in a safe place to guard against loss or theft.
- (c) When a signed check or a check book is lost or stolen, the Customer must immediately report such loss by notice in writing to the Bank. The Bank will not be responsible for any loss suffered by the Customer if any payment has been made before such report is actually received by the Bank.

#### **4. Manner in drawing checks**

- (a) In drawing a check, the Customer is advised that the amount both in words and figures should be written distinctly in non-erasable ink or ball-point pen and that to prevent fraud, the amount in both words and figures should begin as near to the left hand margin as possible, so that other words or figures cannot be inserted. A line should be drawn or the words “only” should be added after the amount expressed in words.
- (b) All alterations on checks must be confirmed by the full signature of the Customer. The Bank will not be responsible for losses arising from alterations which cannot be readily detected. If a mistake is made in the amount of the check, it is advisable to cancel the check and issue a new one.
- (c) The Customer agrees to exercise care when drawing checks and that the Customer will not draw checks by any means and/or in any manner which may enable a check to be altered or may facilitate fraud or forgery.

#### **5. Checks sent by post**

All checks sent by post or otherwise should be crossed with the words “OR BEARER” deleted so that they can then only be paid through banks. The checks should also be accompanied by a letter

with the rules and regulations of any organisation which regulates the conduct of banking business and any system which provides central clearing, settlement and similar facilities for banks but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organisation or system.

#### **17.4 Recording and records**

The Bank is authorized to record by all means all telephone conversation and all forms of instructions given by the Customer (or any person acting on Customer’s behalf) in connection with any accounts and/or services provided by the Bank. The Bank will keep those records for the period as the Bank considers necessary. Such record as may be deemed by the Bank as conclusive and binding evidence in any dispute that may arise.

#### **17.5 Severability**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time any of the provisions of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, under the law of any applicable jurisdiction, the legality, validity or enforceability of the remaining provisions under that law and the legality, validity or enforceability of the relevant provisions under the law of any other jurisdictions shall not be affected.

#### **17.6 Governing version**

The English version of these Terms and Conditions is the governing version and shall prevail if there is any discrepancy between the English version and the Chinese version.

#### **17.7 Rights of Third Parties**

No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of the Terms and Conditions.

### **18. GOVERNING LAW AND JURISDICTIONS**

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong SAR. Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, guidelines, policies and directives of all relevant governmental and other regulatory bodies and agencies. The Customer submits to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

giving details of instructions to the Bank if they are sent for credit of an account.

#### **6. Stop payment**

- (a) Should a Customer desire to stop payment on a check, complete instructions fully identifying the check must be given to the Bank together with any further documentation required by the Bank. Such instructions shall include:
  - (i) the check number;
  - (ii) the date of issuance;
  - (iii) the payee's name; and
  - (iv) the amount.
- (b) The Customer agrees:-
  - (i) to indemnify the Bank against any loss of reasonable amount which may be reasonably incurred or sustained by the Bank as a result of payment or non-payment of the check;
  - (ii) that the Bank will not be liable for failing to carry out the Customer's instructions unless the failure is caused by the negligence or wilful misconduct of any officer, employee or agent of the Bank;
  - (iii) to notify the Bank promptly in writing or by other means acceptable to the Bank, if the check is recovered or destroyed or when the instructions are to be cancelled; and
  - (iv) that instructions are automatically cancelled six months after the date of the issuance of the check.

#### **7. Liability**

- (a) The Customer acknowledges that the Bank shall not be liable for any loss incurred by the Customer arising out of his failure to comply with these terms and conditions and to exercise due care in the handling and use of checks and the conduct of the account generally.
- (b) The Bank is not obliged to honour any stale check (i.e. a check which has been issued for more than six months or such other period as is customary for this purpose), any post-dated check or any check which is defaced, incorrectly completed or altered without confirmation by the full signature of the Customer. If it does so other than as a result of negligence or wilful misconduct of any officer, employer or agent of the Bank, the Bank shall incur no liability to the Customer for having done so.

#### **8. Service charge**

- (a) The Bank may levy a service charge at such rate as determined by the Bank for each check issued by the Customer and dishonoured by the Bank on account of insufficient funds in the Customer's account or any irregularities appearing on the check.
- (b) The Bank may impose a handling fee for all returned checks, if applicable to a particular checking account, calculated on such basis as from time to time determined by the Bank on the aggregate payments drawn on such checking account which exceeds the daily limit as imposed by any relevant authorities from time to time.

#### **9. Withdrawal and payments**

- (a) The Bank reserves the right at any time, in its sole discretion, to satisfy a withdrawal request from a checking account by:-

- (i) telegraphic transfer;
  - (ii) payment in bank notes;
  - (iii) issuing a cashier's order or demand draft; or
  - (iv) in the case of a withdrawal from a foreign currency checking account, issuing a check drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in Hong Kong dollars calculated at the Bank's buying rate prevailing at the time of payment.
- (b) Any withdrawal from a foreign currency checking account of banknotes in that currency is subject to the availability of banknotes in that foreign currency at the time of withdrawal.

#### **10. Method of clearing checks**

- (a) Checks drawn by the customer 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) The Bank is authorized to contract inter alia with collecting banks and HKICL in accordance with the terms stated in (a) above.
- (c) The Bank may levy a service charge at such a rate as determined by the Bank for each request for a presentation of the original or copy of the paid check by the customer(s).
- (d) The Bank shall not become liable for any unavailability of the physical original or copy of the paid check, nor the Bank has any control over the retrieval time.

## SCHEDULE 2

### TERMS AND CONDITIONS FOR SAVINGS AND TIME DEPOSIT ACCOUNTS (INCLUDING FIXED RATE TARGET SAVINGS ACCOUNTS)

#### **A. GENERAL PROVISIONS**

The following terms and conditions apply to savings (statement or passbook savings) and time deposit accounts (including fixed rate target savings accounts) denominated in any currency and related services provided by the Bank to its Customer. In addition to Part A of this Schedule, fixed rate target savings accounts are subject to the additional terms, as applicable, set out in Part C of this Schedule which shall prevail in case of any inconsistency between Parts A, B and C. The “Terms and Conditions for Accounts and Related Services” (the “Terms and Conditions”) from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

#### **1. Withdrawals and payments**

- (a) Withdrawals from any savings or time deposit account of the Customer at the counter may be made at any branches of the Bank in Hong Kong upon completion of the appropriate withdrawal request provided by the Bank or by any other manner pre-arranged with the Bank.
- (b) the Bank reserves the right at any time, in its sole discretion to satisfy a withdrawal request by:
  - (i) telegraphic transfer;
  - (ii) payment in bank notes;
  - (iii) issuing a cashier’s order or demand draft; or
  - (iv) in the case of a withdrawal from a foreign currency account, issuing a check drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in Hong Kong dollars calculated at the Bank’s buying rate prevailing at the time of payment.
- (c) Any withdrawal from a foreign currency account of banknotes in that currency is subject to the availability of banknotes in that foreign currency at the time of withdrawal.
- (d) Any payment made by the Bank to a person producing the passbook or withdrawal slip purporting to be signed, sealed or chopped as authorized by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.

#### **2. Interest**

- (a) For a savings account, the Bank will pay interest on account balance. Interest is accrued daily and calculated at such rates and time as determined by the Bank from time to time. The accrued interest will be credited to or debited from (if negative interest is applicable to that type of deposits) the savings account on monthly basis or at the time determined by the Bank from time to time (which may fall on a non-business day). Interest will be calculated for each day over a 365-day year (including a leap year) for HKD, GBP and SGD or a 360-day year for other currencies according to the Bank’s practice for the relevant currency (or any other basis the Bank choose). If an account is closed before a date for crediting or debiting

interest, interest will be calculated and paid or debited up to the preceding month or up to any date determined by the Bank. Where such interest becomes payable by the Customer to the Bank, the Bank is entitled to debit such amounts from any of the accounts for the purpose of settling such negative interest, if the debit causes the relevant account to be overdrawn (if applicable), the Customer is liable to repay the outstanding amounts to the Bank on demand together with any fees and interest accruing on the outstanding amounts at such rate as the Bank may determine and specify.

- (b) Interest on a time deposit (including, inter alia, fixed rate target savings deposit) is fixed for the entire deposit period and is payable to the Customer on the maturity date (except under arrangement specifically agreed by the Bank).

#### **3. Charges**

The Bank may charge a commission on the face amount of foreign currency notes, checks, drafts, payment orders or other monetary instruments deposited into a foreign checking account.

#### **4. Initial and further deposits**

- (a) The Customer shall place an initial deposit with the Bank in an amount as from time to time specified by the Bank.
- (b) For time deposits and other types of deposits as specified by the Bank, any further deposit, transfer or withdrawal shall be in a minimum amount as from time to time specified by the Bank.

#### **5. Passbook service**

The customer should present the passbook to us for update from time to time and check the accuracy of the detail and the account balance.

#### **B. ADDITIONAL TERMS AND CONDITIONS FOR TIME DEPOSIT ACCOUNTS**

The following terms and conditions, as applicable, apply to time deposit accounts opened and/or maintained by the Customer with the Bank.

#### **1. Maturity of deposits**

- (a) Prior to or upon maturity of a time deposit, the Customer may give maturity instructions to the Bank as to how to handle the principal plus interest of the matured deposit. The deposit and interest may be uplifted and transferred to any other account of the Customer with the Bank. As regards, time deposit other than fixed rate target savings deposit, the deposit and interest may be drawn in favour of the Customer or such other person at the request of the Customer by means of cashier’s order or in such other manner as may be agreed between the Bank and the Customer, and the Bank may charge a prescribed sum for issuing the cashier’s order or using other means of payment of such deposit and interest as agreed between the Bank and the Customer.
- (b) In the absence of any maturity instruction, the principal and interest of such matured deposit will be placed in such account in the name of the Customer with the Bank as the Bank thinks fit. Interest will be earned on such account at the prevailing rate applicable to the regular savings as determined by the Bank from time to time.

#### **2. Non-Business Day**

If a deposit matures on a day which is not a Business Day or is a

Saturday, the deposit shall be payable on the next Business Day (excluding Saturdays), and interest shall be paid to but excluding that day.

**3. Early or partial withdrawal**

A time deposit may not be withdrawn prior to maturity. Any withdrawal or partial withdrawal of a time deposit prior to maturity shall only be permitted at the discretion of the Bank in which case the Bank may levy a charge and/or forfeit the interest accrued on the deposit in whole or in part.

**C. ADDITIONAL TERMS AND CONDITIONS FOR FIXED RATE TARGET SAVINGS ACCOUNTS**

The following terms and conditions apply (where the context requires) to fixed rate target savings accounts opened and/or maintained by the Customers with the Bank.

**1. Deposit amount and installment**

(a) The Customer shall place a minimum initial deposit as well as making a minimum monthly installment not less than such amount as the Bank may from time to time specify to the Customer, in order to open and/or maintain a fixed rate target savings account. All subsequent installments must be paid:

- (i) by direct debit from any bank account of the Customer maintained with the Bank; or
- (ii) if the account is for fixed rate target savings deposit in currency other than Hong Kong dollars, by making payment at any branch of the Bank by way of cash, cashier's order or check.

The Bank may impose charges as regards the direct debit arrangement and shall be entitled to debit the amount of such charges from the relevant account of the Customer. If the direct debit will be done on a day which is a non-business day, the direct debit will be carried out in the next Business Day (excluding Saturdays).

(b) Where conversion of currencies is required for making a deposit, installment payment or maturity payment or otherwise, such conversion shall not exceed the daily or transaction limits imposed by the Bank from time to time (if any) and shall be subject to the availability of the currency requested and calculated at the prevailing rate of exchange quoted by the Bank at the time of the exchange. The Bank reserves the right to accept or reject any exchange request from the Customer at its sole discretion and the Bank shall not be responsible or become liable for any loss or damage suffered by the Customer arising out of the Bank's rejection of any exchange request. Unless otherwise agreed between the Bank and the Customer, the Bank's service charges and expenses incurred by the Bank for conversion of currencies shall be borne by the Customer and the Bank shall be entitled to deduct the same from the funds deposited/withdrawn.

**2. Term of deposit**

The term of each of the fixed rate target savings deposit shall be one of the fixed terms prescribed by the Bank from time to time. The Customer may at its option select any one of such fixed terms for its fixed rate target savings deposit.

**3. Interest rate**

(a) The interest rate applicable to fixed rate target savings deposit is a fixed rate for the entire deposit period and specified by the

Bank at the time of opening of the fixed rate target savings deposit account.

(b) Interest on the fixed rate target savings deposit will accrue monthly on a compound basis but be payable at maturity only.

**4. Default (For fixed rate target savings deposit only)**

If any installment is not paid on the due date, interest on such installment will not be accrued until actual payment of the installment. Late payment of an installment made on or after the next installment due date will not be accepted by the Bank. If 2 consecutive installments (or such other number of installments as the Bank may from time to time specify) are not paid on due dates, then the deposit balance for the remaining term will be given the Bank's regular savings rate from time to time announced by the Bank.

**5. Early termination and withdrawal**

(a) If a fixed rate target savings account is closed within 3 months of opening (or such other period as the Bank may from time to time specify), no interest will be paid on the fixed rate target savings deposit and a fee or such other charge as the Bank may determine will be charged. For account closed beyond the initial 3-month period (or such other period as the Bank may from time to time specify) but before the maturity, the lower of the Bank's regular savings rate on the account opening day and the account closing day will apply to the whole balance of the fixed rate target savings account.

(b) The Customer may not withdraw a fixed rate target savings deposit prior to maturity. Any withdrawal prior to maturity shall only be permitted at the discretion of and on such terms as agreed by the Bank in which case the Bank may levy a charge and/or forfeit the interest accrued on the deposit in whole or in part.

### SCHEDULE 3

#### PRIVATE WEALTH / PREMIER BANKING / WISE BANKING SERVICE

Please visit [www.asia.ccb.com](http://www.asia.ccb.com) or refer to PRIVATE WEALTH / PREMIER BANKING / WISE BANKING Customer Guide for the terms and conditions for China Construction Bank (Asia) PRIVATE WEALTH, PREMIER BANKING and WISE BANKING service.

The “Terms and Conditions for Accounts and Related Services (For Individuals)” from time to time issued by the Bank shall apply to China Construction Bank (Asia) PRIVATE WEALTH, PREMIER BANKING and WISE BANKING service.

### SCHEDULE 4

#### TERMS AND CONDITIONS FOR ELECTRONIC BANKING SERVICES

The following terms and conditions apply to the Electronic Banking Services provided by the Bank to its Customer. The “Terms and Conditions for Accounts and Related Services” (the “Terms and Conditions”) from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full.

#### **A. GENERAL PROVISIONS RELATING TO ELECTRONIC BANKING SERVICES**

##### **1. Definitions**

“**ATM**” means an automatic teller machine.

“**ATM Card**” means the UnionPay Dual Currency Debit Card or Cross Border Long Card issued by the Bank.

“**ATM Card Transaction**” means any withdrawal, fund transfer, bill payment, account balance inquiry or other permitted transaction effected by use of the ATM Card.

“**ATM Remittance Card**” means the ATM remittance card and UnionPay ATM Remittance Card issued in the name of the Beneficiary.

“**ATM Remittance Card Transaction**” means any withdrawal, account balance inquiry or other permitted transaction effected by use of the ATM Remittance Card.

“**ATM Remittance Service**” means any facility or service provided by the Bank in connection with any proposed or actual ATM Remittance Card Transaction.

“**ATM Service**” means any facility or service provided by the Bank in connection with any proposed or actual ATM Card Transaction.

“**Beneficiary**” means the person designated as the “Beneficiary” by the Customer for the purposes of the ATM Remittance Card Transactions.

“**Beneficiary Account**” means the Customer’s account at the Bank designated by the Customer as the “Beneficiary Account” for the purposes of the ATM Remittance Card Transactions.

“**Card**” means the ATM Card or the ATM Remittance Card, collectively known as the “Cards”.

“**Computer System**” means the computer equipment, mobile devices, other equipment or devices, and all hardware, software, application and modem connected to or contained in it which is required to access the Electronic Banking Service.

“**Customer ID**” means the login ID number for the purpose of any Electronic Banking Transaction.

“**Designated Currency**” means the currency of the Card for the purposes of determining the account balance.

“**Electronic Banking Instruction**” means an instruction given by the Customer to the Bank through any Electronic Banking Service.

“**Electronic Banking Service**” means any banking service provided by the Bank which enables its Customer to obtain information from the Bank give instructions to the Bank and effect transactions by ATM, Computer System, telephone or any other device linked to the Bank’s system by any means as the Bank may from time to time prescribe, including in particular and not limited to the ATM Service and the Online Banking Services.

“**Electronic Banking Transaction**” means a transaction effected by the Bank on an Electronic Banking Instruction.

“**Main Account**” means the Customer’s account at the Bank designated by the Customer as the “Main Account” for the purposes of the ATM Remittance Card Transactions.

“**Mobile App**” means such mobile application software as may be designated by the Bank from time to time.

“**Online Banking Services**” means the services rendered by the Bank via the Bank’s website and/or Mobile App which enable the Customer to obtain information or data from the Bank and/or give instructions to the Bank including but not limited to effecting transactions through the Bank by the use of Computer System.

“**Password**” means a personal identification code issued by the Bank to the Customer or self-selected by the Customer for the purpose of utilizing any Electronic Banking Service.

“**Security Code**” means a one-time password that is automatically generated and displayed on the Security Token or sent to the designated mobile number at the relevant time to be used for the purpose of utilizing certain Electronic Banking Services specified by the Bank from time to time.

“**Security Token**” means the digital device provided by the Bank to the Customer at the Customer’s request for the purpose of generating and displaying a Security Code.

## 2. Scope of service, limits on amounts and cut-off time

- (a) Electronic Banking Services are offered by the Bank to the Customer only if the Customer maintains at least one account with the Bank in Hong Kong.
- (b) The scope and types of service made available by the Bank, the applicable transaction limits, the cut-off time and date applicable to a particular type of service and the applicable service fees in respect of the Electronic Banking Services will be determined by the Bank from time to time at its absolute discretion to the Customer.
- (c) Unless otherwise specified by the Bank, any transaction effected after the daily cut-off time in Hong Kong or on a non-Business Day shall be treated for value on the next Business Day.
- (d) The Bank may at its discretion add to, restrict, suspend or terminate all or any of the Electronic Banking Services at any time without notice to the Customer. In particular, the Bank may at any time, and without notice, require the Customer to maintain a valid Security Token in order to use any Electronic Banking Service.
- (e) The Electronic Banking Services provide, subject to the Terms and Conditions, an additional means for the Customer to operate his account and conduct transactions. All other terms and conditions governing the Customer’s accounts shall continue to apply but, where there is any discrepancy, these terms and conditions shall prevail insofar as the Electronic Banking Services are concerned.
- (f) Without prejudice to the application of other provisions of these terms and conditions, different types of Electronic Banking Services are further subject to their respective terms and conditions (if any) as the Bank may from time to time prescribe. For instance, Online Banking Services are further subject to the “Terms and Conditions for Online Banking Services” posted by the Bank in its website or Mobile App.

Where there is any discrepancy between these terms and conditions and the respective terms and conditions of a particular type of Electronic Banking Services, the latter shall prevail insofar as that particular type of Electronic Banking Services is concerned.

## 3. Customer ID, Password and Security Code

- (a) The Customer shall take reasonable steps to keep the Customer ID, the Password and the Security Code confidential. The Customer is advised
  - (i) to change the Password provided by the Bank (if any) to a self-selected Password in accordance with the Bank’s instruction immediately upon receipt of the initial Password advice from the Bank (if any);
  - (ii) to set a Password that is difficult to guess (e.g. not to use date of birth, telephone number or recognizable part of the Customer’s name) and different from the ones for other services;
  - (iii) to memorize the Customer ID and the Password and destroy the notice (if any) to the Customer of the Customer ID and the Password;
  - (iv) not to disclose to, share with, allow access to or use by anyone the Card, Customer ID, the Password or the Security Code;
  - (v) not to write down or record the Customer ID, the Password or the Security Code without disguising it or store the Password on any devices, and not to keep the Password and the Card together;
  - (vi) to change the Password on a regular basis;
  - (vii) to act in such manner so as to avoid shoulder surfing over the Customer ID, Password or Security Code;
  - (viii) not to use public or shared personal computers or mobile devices or public Wi-Fi to access the Electronic Banking Service;
  - (ix) if the Bank sends a Security Code to the Customer’s mobile device, not to send such Security Code to another mobile device;
  - (x) to install appropriate anti-virus, personal firewall software and other security software to protect the devices the Customer uses to access the Electronic Banking Service;
  - (xi) in case of Electronic Banking Service for business purposes, to adopt proper dual controls and authorization before conducting high-risk transactions;
  - (xii) to safeguard against social engineering techniques for obtaining the Customer’s information such as the Customer ID, the Password or the Security Code through fake or suspicious emails, websites or internet banking mobile applications or impersonating the Bank’s staff or the police;
  - (xiii) to only connect to the Bank’s website by typing the authentic website address into the browser or by book marking the genuine website for subsequent access and not to access the Bank’s website through hyperlinks embedded in emails, internet search engines or suspicious pop-up windows;
  - (xiv) to only connect to the Mobile App downloaded from the Bank’s website or app stores designated or approved by the Bank; and;

(xv) to promptly check the relevant notification and account statements or advise the Bank sends to the Customer and information about the date and time of the last login to Electronic Banking Service, and to notify the Bank as soon as practicable by calling the Bank's customer hotline posted by the Bank in its website or Mobile App whenever unusual transactions or observations are detected.

The Customer may be held liable for the losses if he has failed to comply with any of the above safeguards.

- (b) The Customer understands and acknowledges that there are risks of the Card, Customer ID, the Password and/or the Security Code of the Customer being abused by unauthorized persons or used for unauthorized purposes. The Customer shall notify the Bank as soon as reasonably practicable upon notice or suspicion of the Card, the Customer ID, the Password and/or the Security Code being disclosed to or obtained by any unauthorized person or any unauthorized instruction given or transaction effected with the Card, Customer ID, the Password and/or the Security Code. If the Customer fails to report such incidents to the Bank as soon as reasonably practicable, or has otherwise acted fraudulently or with gross negligence, the Customer may be held responsible for all such transactions involving the use of the Card, Customer ID, the Password and/or the Security Code and all direct losses as a result.
- (c) All instructions given to the Bank by anyone using the Card, Customer ID, the Password and/or the Security Code of the Customer prior to the Bank receiving notice as mentioned in paragraph (b) above and the Bank having a reasonable opportunity to take action in respect of such notice will be relied on or acted upon by the Bank and shall be irrevocable. The Bank shall have no duty to verify the identity or authority of the person giving an instruction to the Bank if the correct Card, Customer ID, Password and/or the Security Code of the Customer is used.
- (d) A Card, Customer ID, Password or Security Token shall remain effective until changed or cancelled by the Customer (provided that the Bank has received notice of the change or cancellation from the Customer and the Bank has a reasonable opportunity to act upon the notice) or cancelled by the Bank or any other issuing authority.
- (e) To help reduce Internet related risks relating to the use of Electronic Banking Service, the Bank may set (and may from time to time revise) limitations on and/or amend the size of transactions, approved fund transfer destinations and other features of the Electronic Banking Service and/or set user requirements.
- (f) In addition and without prejudice to paragraph 3(a) above, the Customer undertakes to act in good faith and prudently and exercise reasonable care in:
- (i) safeguarding the security of the Customer ID, Security Token, Security Code, Password and the Electronic Banking Service;
  - (ii) ensuring that the Customer only accesses the Electronic Banking Service by means and procedures approved by the Bank;
  - (iii) ensuring that no other person has unauthorized access to the Electronic Banking Service (whether by use of the Computer System or otherwise), including but not

limited to the Security Token, Security Code or other authentication required to obtain such access;

- (iv) the use of any Security Token, software, Computer System, user guide or any other facilities provided by the Bank to the Customer to facilitate him in effecting any transaction(s) and in returning the same to the Bank immediately upon its request;
- (v) ensuring that the browser, cache memory and/or app cache memory (as the case may be) will be cleared as soon as the Customer signs off from or exits the Bank's website and/or Mobile App;
- (vi) ensuring that the Customer signs off from the Bank's website and exits the browser and/or Mobile App (as the case may be) immediately after each time he uses the Bank's website and/or Mobile App; and
- (vii) complying with and carrying out such security measures that the Bank may from time to time impose.

#### **4. Suspension or termination of services**

The Bank may at its discretion restrict, suspend or terminate any part of Electronic Banking Service upon closure of the Customer's accounts or at any time without notice or reason to the Customer if the Bank has reasonable ground for doing so. Suspension or termination by the Customer of any Electronic Banking Service shall be effective only after notice of such suspension or termination has been given to the Bank and the Bank has a reasonable opportunity to act upon the notice. The Bank shall not be liable for any loss or damage suffered by the Customer as a result of or arising out of any voluntary or involuntary suspension or termination of any Electronic Banking Service for any reason whatsoever, except for any direct loss suffered by the Customer as a result of faults occurring at terminals or other systems used in relation to ATM Service and ATM Remittance Service where such faults are not obvious and where notice of such faults has not been given to the Customer pursuant to normal practices of the Bank or the relevant parties operating such terminals or other systems.

#### **5. Joint accounts**

- (a) For joint accounts that may be operated on the signature of only one of the account holders, if required by any one or more of the joint account holders, each such applicant will be issued with:-
- (i) a separate ATM Card or ATM Remittance Card and related Password; and
  - (ii) a separate Customer ID, Password and Security Token (when applicable) for Electronic Banking Services.
- (b) Electronic Banking Services will not be available in the case of joint accounts requiring the signatures of two or more account holders to operate.

#### **6. Rate information inquiry**

- (a) Any exchange rate, loan rate or interest rate quoted by the Bank in the course of providing any Electronic Banking Service is for reference only and is not binding on the Bank unless confirmed by the Bank. Such confirmed exchange rate, loan rate or interest rate, if accepted by the Customer in an Electronic Banking Transaction, shall be binding on the Customer notwithstanding that a different exchange rate, loan rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.

- (b) Information relating to any account or any Electronic Banking Transaction made available through the Electronic Banking Service are for the Customer's reference only. The Bank's records of use of the Electronic Banking Service by the Customer and all dealings and transactions relating to the Customer's accounts shall be conclusive and binding on the Customer unless and until the contrary is established.

**7. Recordings, records and reference numbers**

The Bank is authorized to record by any means of all Electronic Banking Instructions between the Bank and the Customer or any person acting on the Customer's behalf, and to keep those recordings for as long as the Bank considers necessary; any reference numbers, if any, provided by the Bank thereto shall be an acknowledgement and for Customer's reference only.

**8. Electronic Banking Instruction**

- (a) Any Electronic Banking Instruction must be given by the Customer to the Bank by quoting the Customer ID, Password, Security Code (if requested by the Bank) and other information required by the Bank to effect Electronic Banking Transactions. Electronic Banking Instructions shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe and has been actually received by the Bank.
- (b) A record of each Electronic Banking Transaction will be shown in the regular account statements provided by the Bank to the Customer.
- (c) Any Electronic Banking Instruction once given by the Customer by using the Electronic Banking Service may not be amended, revoked or withdrawn without the consent of the Bank. Any such Electronic Banking Instruction acted on by the Bank in good faith shall be irrevocable and binding on the Customer, whether given by any person purporting to be the Customer. If a dispute arises at any time in relation to the contents of any Electronic Banking Instruction, the Bank's relevant recordings shall be conclusive evidence of such contents.
- (d) The Bank will only act upon or carry out an Electronic Banking Instruction in so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. Unless otherwise specified by the Bank, any Electronic Banking Instruction received by the Bank after the cut-off time and/or date applicable to particular type of services of the Bank or outside the normal business hours of the Bank or on a non-Business Day will be considered to have been received by the Bank on the next Business Day.
- (e) The Customer is responsible for all his acts and omissions and shall comply with the provisions of the relevant application form and these terms and conditions.
- (f) Although the Bank will use reasonable endeavours to ensure that the Electronic Banking Instruction is executed in a timely fashion, there may be a time lag in transmission of data online. The Electronic Banking Service is also subject to (and may suffer failure or delay in processing and/or transmitting orders, communications or information as a result of) interruption, failure of hardware or software, errors, transmission blackout, delayed transmission due to online traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or

upgrades or maintenance or for other reasons. Accordingly, the Electronic Banking Instruction may not be executed at the time when the Electronic Banking Instruction is placed or at all and the Bank shall not be responsible for the actual time when the transferred amount shall be credited into the transferee's account.

- (g) Although the Bank has endeavoured to avoid interruptions to the Electronic Banking Service, the Electronic Banking Service may suffer failure or delays and periods of malfunction or outage. During such periods, the Customer shall place its instruction or may make enquiries by alternative methods such as by contacting the Bank's branches and hotlines. In the event of system failure of the Electronic Banking Service, the Bank may cancel any Electronic Banking Instruction placed by the Customer. The Bank may (but is not obliged to) notify the Customer of such cancellation of Electronic Banking Instruction by any means that the Bank may consider appropriate (including but not limited to email message or short message via SMS) and in all the circumstances, the Bank will not assume any liability or responsibility for such cancellation of Electronic Banking Instruction or the non-notification of such cancellation of Electronic Banking Instruction, or inability on the part of the Customer to receive notification of such cancellation of Electronic Banking Instruction (whether or not due to the failure of the Customer to provide valid email address and/or mobile phone number capable of receiving short messages via SMS whatsoever). The Customer shall conduct its own checks for the status of the account(s) and whether the Electronic Banking Instruction has been implemented.

**9. Customer's undertakings, representations and warranties**

- (a) The Customer undertakes to use the Electronic Banking Services in accordance with these terms and conditions and the operation policy and procedure relating to Electronic Banking Services provided by the Bank from time to time.
- (b) The Customer undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Electronic Banking Services or the Bank's website, the Mobile App or any of the software comprised in them. The Bank is entitled to terminate the use of the Electronic Banking Services by the Customer without notice and to take legal action against the Customer for breach of this undertaking.
- (c) The Customer shall notify the Bank as soon as the Customer encounters any irregularity or difficulty in using any Electronic Banking Service.
- (d) The Customer represents and warrants to the Bank that his use of the Electronic Banking Service will comply with all applicable laws, rules and regulations and the user guides, policies and procedures applicable to the Electronic Banking Service and these terms and conditions and any other agreement between the Customer and the Bank, as may be amended from time to time.

**10. Liabilities of the Customer**

- (a) The Bank will take reasonably practicable steps to ensure that its systems in connection with the Electronic Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking



into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.

- (b) Subject to Clause 12.2 of the Terms and Conditions and without prejudice to Clause 3 of Section A of this Schedule above, if there is no gross negligence, fraud or fault on the part of the Customer, such as failing to properly safeguard his device(s) for using the Electronic Banking Services, the Customer will not be liable for any direct loss suffered by the Customer as a result of any unauthorized Electronic Banking Transaction.
- (c) The Customer shall hold harmless and indemnify the Bank, its officers, employees and any other person appointed by the Bank against all actions, liabilities, claims, demands, losses, damages and taxes of any kind made against or incurred by the Bank and such reasonable costs and expenses reasonably incurred by it (including legal fees) in connection with the Bank's provision of the Electronic Banking Service and/or the exercise of the powers and rights of the Bank under these terms and conditions, unless such liabilities, claims, costs, damages, expenses, actions or proceedings are caused directly by the negligence or wilful misconduct of any officer, employee or agent of the Bank and without gross negligence, fraud or fault on the part of the Customer.

#### **11. Ownership of the Security Token**

The Security Token is and shall at all times remain the property of the Bank and issued at the Bank's discretion and the Customer shall return it to the Bank immediately upon the Bank's request. The Customer will ensure that the Security Token is kept secure and under the personal control of the Customer and will not permit any person other than the Customer to use the Security Token.

#### **12. Loss or Theft of the Security Token**

In the event of loss or theft of the Security Token, the Customer shall as soon as reasonably practicable notify such loss or theft to the Bank by telephone at such telephone number as the Bank may from time to time prescribe and confirm the same in writing if requested by the Bank. If the Customer fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with gross negligence, the Customer may be responsible for all direct losses as a result of all unauthorized transactions involving the use of, as the case may be, the lost Security Token by any person. If a replacement Security Token is issued, the Bank may charge a fee for it.

### **B. ATM SERVICES AND ATM REMITTANCE SERVICES**

#### **1. Use of ATM or ATM Remittance Card**

- (a) The ATM Card or the ATM Remittance Card can be used in:
- (i) any ATM installed by or belonging to the Bank or any member bank of the UnionPay in Mainland China or JETCO ATM networks;
  - (ii) EPS Company (Hong Kong) Limited ("EPSCO") or UnionPay point of sales terminals or such point of sale terminals as the Bank may determine; or
  - (iii) any other devices or terminals for effecting payment or transfer of funds by electronic means notified by the Bank to the Customer.
- (b) Neither the ATM Card nor the ATM Remittance Card is transferable.

#### **2. Electronic payment system**

- (a) The Bank is authorized to determine the applicable transaction limits and shall have discretion to add to or change such limits. The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the ATM Card or any ATM Remittance Card, any breakdown or malfunction of an ATM, a point of sale terminal or any other devices or terminals or related equipment, or for the title to, merchantability, quality or fitness for purpose of any goods, or the adequacy or quality of any services, supplied or purchased through the use of the ATM Card or the ATM Remittance Card.
- (b) Any complaints by the Customer to a merchant establishment relating to the purchase of goods or services through a point of sale terminal must be resolved by the Customer directly with the relevant merchant establishment and no claim by the Customer against any merchant establishment may be the subject of any set-off, claim or counterclaim against the Bank.

#### **3. Ownership of Cards**

The Cards are and shall at all times remain the property of the Bank and issued at the Bank's discretion and the Customer shall return them to the Bank immediately upon the Bank's request. The Customer will ensure that the Cards are kept secure and under the personal control of the Customer (or the Beneficiary in the case of the ATM Remittance Card) and will not permit any person other than the Customer (or the Beneficiary in the case of the ATM Remittance Card) to use the Cards.

#### **4. Loss or Theft of Card**

In the event of loss or theft of any Card, the Customer shall as soon as reasonably practicable notify such loss or theft to the Bank by telephone at such telephone number as the Bank may from time to time prescribe and confirm the same in writing if requested by the Bank. If the Customer fails to report such incidents as soon as reasonably practicable to the Bank or has otherwise acted fraudulently or with negligence, the Customer may be responsible for all direct losses as a result of all unauthorized transactions involving the use of the lost Card by any person. If a replacement Card is issued, the Bank may charge a fee for it.

#### **5. ATM capture of Card**

A Card may be captured by an ATM and a proposed transaction through an ATM may be declined in certain circumstances, including where the Card has been damaged or has expired, an incorrect Password has been entered or an alert exists on the Customer's account as a result of the Card having been reported lost or stolen. If this occurs, the Customer should contact any branch of the Bank or Bank By Phone Center for assistance.

#### **6. Transactions in foreign currency**

ATM Card Transactions or ATM Remittance Card Transactions that are effected in a currency other than the Designated Currency will be debited from the appropriate account of the Customer after conversion into the Designated Currency at:

- (i) the prevailing rates determined by the Bank and/or the network provider on the day of conversion; or
- (ii) in the case of any cash withdrawal or Point of Sales from overseas ATMs or point of sales terminals, at a rate of exchange determined by reference to the exchange rate adopted respectively by Visa or Jetco or UnionPay and/or

other intermediaries or service provider to the Bank on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged respectively by Visa or Jetco or UnionPay and/or other intermediaries or service provider to the Bank.

#### **FOR ATM CARD ONLY**

##### **1. Debiting of accounts for ATM Card Transactions**

The Customer authorizes the Bank to debit directly from the designated account of the Customer the amount of any withdrawal, transfer or transaction involving the use of the ATM Card, including any transaction at an ATM or any purchase of goods or services at a point of sale terminal. All fees and charges relating to any ATM Service or any ATM Card Transaction will also be debited from such designated account or any other accounts of the Customer with the Bank when due and are not refundable.

#### **FOR ATM REMITTANCE CARD ONLY**

##### **1. Debiting of accounts for ATM Card Transactions**

The amount of any ATM Remittance Card Transaction will be debited from the Beneficiary Account. All fees and charges relating to any ATM Remittance Service or any ATM Remittance Card Transaction will be debited from the Main Account, the Beneficiary Account or any other accounts of the Customer with the Bank when due and are not refundable.

##### **2. Responsibility for facilities and services**

The ATM Remittance Card and Password issued in the name of the Beneficiary will be deemed to have been issued to the Customer. The Customer shall ensure that the Beneficiary keeps the relevant Password secure and secret and safeguards the use of the ATM Remittance Card as if the Beneficiary were the Customer. The Customer will be responsible for all facilities granted with respect to the ATM Remittance Services and the relevant accounts, and all ATM Remittance Cards and Passwords issued by the Bank at the Customer's request. All ATM Remittance Card Transactions effected with the ATM Remittance Card will be binding on the Customer and if the Beneficiary fails to observe the safeguards regarding the ATM Remittance Card and Password mentioned above, the Customer will be held responsible for all losses as a result of all unauthorized ATM Remittance Card Transactions.

##### **3. Beneficiary's rights**

The Beneficiary shall have no rights with respect to the Main Account or the Beneficiary Account other than the ability to withdraw funds from, and make account balance inquiries with respect to, the Beneficiary Account.

#### **C. ATM WHICH SUPPORTS CASH DEPOSIT AND/OR CHECK DEPOSIT FUNCTIONS**

##### **1. Cash/Check Deposit**

- (a) Cash deposit will only be credited to the Customer's account after verification by the Bank (such verification may not take place on the same day), and the Customer cannot withdraw or utilise the deposit unless it is so credited, and the Bank reserves the right to verify and/or reverse such transaction.
- (b) Check deposit via ATM are accepted for collection only, the proceeds will not be available for withdrawal or transfer until after the check(s) are cleared and credited to the Customer's account. Clearance of checks may not take place on the same day as the deposit of checks. Customer advice issued by the

ATM for accepted cash or check deposit transaction represent only input by customer/third party during the transaction. Such customer advice has no circumstances blinds the Bank as to its correctness.

- (c) The Bank shall at its discretion determine the transaction date in respect of every transaction and may reject any transaction and/or any cash and/or check presented via the ATM.
  - (d) Customer agrees to be wholly responsible for and to fully indemnify the Bank against all suits, actions, expenses, costs, losses, claims, damages and demands which may be suffered or incurred by the Bank arising from or relating to the making of deposits with the Bank by the Customer using the ATM Card and ATM.
2. Deposit of foreign currency note(s) other than currency listed by the Bank or coin(s) by use of ATM is not permitted and the Bank will not be responsible for the consequences of deposit and/or attempted deposit of such items.

## SCHEDULE 5

### **TERMS AND CONDITIONS FOR RENMINBI BANKING SERVICES**

The following terms and conditions (the “Supplemental Terms”) apply to Renminbi Banking Services provided by the Bank to its Customer. The “Terms and Conditions for Accounts and Related Services” (the “Terms and Conditions”) from time to time issued by Bank shall apply to the following as if those Terms and Conditions are set out in this schedule in full.

#### **1. Scope of service and limits on amounts**

- (a) The scope and types of service made available by the Bank, the applicable transaction limits and the applicable interest rate and service fees in respect of the Renminbi Banking Services will be determined by the Bank from time to time at its absolute discretion.
- (b) The Bank may at its discretion add to, restrict, suspend or terminate all or any of the Renminbi Banking Services at any time.
- (c) The Bank reserves the right at its sole discretion to suspend the operation or change the status of the Renminbi account(s) if the Customer becomes a holder of Hong Kong Identity Card.

#### **2. Account opening**

- (a) The Bank may at the request of the Customer open no more than one Renminbi checking account with the Bank. The Bank may also open Renminbi savings account and take deposits denominated in Renminbi in the form of time deposits with the Customer subject to the daily payment and daily transaction limits imposed by the Bank from time to time.
- (b) Any Renminbi savings and checking account opened by the Customer with the Bank and other matters relating thereto shall be governed by the relevant account opening form or mandate signed by the Customer, the Terms and Conditions and these Supplemental Terms (as amended and supplemented from time to time in accordance with Clause 14 of the Terms and Conditions) and the applicable laws of Hong Kong.

#### **3. Initial and further deposits**

- (a) The Customer shall place an initial deposit with the Bank in an amount as from time to time specified by the Bank in Renminbi banknotes or checks or from account transfer or Renminbi funds exchanged from Hong Kong dollars at the prevailing rate of exchange quoted by the Bank at the time of placing the deposit.
- (b) Any deposit of Renminbi banknotes must be in such version and denomination that is acceptable to the Bank. The Bank shall have the absolute discretion to accept or reject any Renminbi banknote deposited by the Customer.
- (c) For time deposits and other types of deposits as specified by the Bank, any further deposit, transfer or withdrawal shall be in a minimum amount as from time to time specified by the Bank.
- (d) The Customer may make such deposit(s) into and/or withdrawal(s) from the Renminbi account for the purpose of subscription, acquisition and/or disposal of the Renminbi wealth management products and/or repayment of the principal and interest of the Renminbi wealth management products, by way of deposit(s) or withdrawal(s) of Renminbi banknotes and/or interbank transfer of Renminbi.

#### **4. Renminbi checking account**

- (a) Subject to Clause 4(b), the Bank shall not pay any one check or checks in aggregate which exceed(s) the daily payment limit drawn on a Renminbi checking account as set out by the Bank from time to time. The Customer shall pay the Bank’s charges for all returned checks.
- (b) Notwithstanding the daily limits imposed under Clause 4(a), the Customer may issue check(s) in Renminbi for any amount for payment in Hong Kong.

#### **5. Renminbi exchange**

- (a) The Bank may at the Customer’s request provide Renminbi to Hong Kong dollars or Hong Kong dollars to Renminbi exchange service to the Customer at the prevailing rate of exchange quoted by the Bank at the time of the exchange subject to the availability of the currency requested and to the daily or transaction limits imposed by the Bank from time to time. The Bank reserves the right at any time, at its sole discretion, to accept or reject any exchange request from the Customer.
- (b) Any Renminbi banknote presented to the Bank for the purpose of exchange must be in such version and denomination that is acceptable to the Bank and the Bank reserves the right to reject any banknote presented by the Customer.
- (c) Any loss, damage, claim, cost, expense of reasonable amount which is reasonably incurred by the Bank in connection with any exchange transaction shall be indemnified and reimbursed by the Customer immediately and at the Bank’s discretion, shall be debited from the Customer’s account after the transaction.
- (d) The Bank shall not be responsible or become liable for any loss or damage suffered by the Customer arising out of the Bank’s rejection of any exchange request unless such loss is directly caused by the Bank’s negligence or wilful misconduct.

#### **6. Renminbi remittance**

- (a) Subject to the rules and requirements of Mainland China or other relevant jurisdictions of the receiving end, the Bank may at the request of the Customer who has a Renminbi account with the Bank remit funds from such Customer’s Renminbi account with the Bank to the bank account opened in Mainland China or in other places outside Hong Kong. The aggregate amount of outward Renminbi remittances made by the Customer shall not exceed the limit set by the Bank from time to time and each outward Renminbi remittance shall be subject to such conditions as the Bank may from time to time specify. The Bank is not obliged, and shall be entitled to decline to act on any instructions, to effect any outward Renminbi remittance to Mainland China or to other places outside Hong Kong that does not comply with the conditions set out in these Supplemental Terms and/or the law.
- (b) The Customer acknowledges that the Bank is acting solely as the Customer’s agent when providing outward Renminbi remittance and has no control over the operations of and any service charge imposed by the receiving banks in Mainland China and other places outside Hong Kong. The Customer agrees and confirms that all Renminbi remittances to Mainland China or other places outside Hong Kong shall be subject to currency control or restrictions from time to time imposed by Mainland China or other places outside Hong Kong and the

Customer agrees to observe and comply with all applicable rules and regulations.

- (c) The Customer shall be solely responsible for providing accurate information regarding the recipient of the remittance to the Bank. The Customer acknowledges that a remittance will not be effected and funds will be returned if the remittance is rejected by the receiving bank or inaccurate information is provided regarding the bank account in Mainland China or other places outside Hong Kong or the aggregate amount of the remittance made by the Customer (either through the Bank or other financial intermediaries in Hong Kong) shall exceed the limits imposed by the relevant authority in Mainland China or other places outside Hong Kong. Any charges and expenses incurred by such return will be borne by the Customer and will be deducted from the proceeds of the refund. All cable or other charges and commission collected are not refundable.
- (d) Incoming Renminbi remittances in favour of the Customer will only be credited into the Renminbi account of the Customer with the Bank if the payment advice is received before the cut-off time as required by the Bank from time to time; otherwise, the incoming Renminbi remittances will be processed and credited into the Renminbi account of the Customer on the next Business Day. The Bank may levy a service charge at such rate as determined by the Bank from time to time for each incoming remittance and at the Bank's discretion, such service charge shall be debited from the Customer's account after the remittance.

## SCHEDULE 6

### TERMS AND CONDITIONS FOR E-CHEQUES

The following terms and conditions apply to the Bank's services relating to e-Cheques. The "Terms and Conditions for Accounts and Related Services" (the "Terms and Conditions") from time to time issued by the Bank shall apply to the following as if those Terms and Conditions are set out in this Schedule in full. The provisions of the Terms and Conditions which apply to paper checks or generally to the Bank's services continue to apply to e-Cheques and the e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the terms and conditions in this Schedule. The terms and conditions in this Schedule prevail if there is any inconsistency between them and the provisions of the Terms and Conditions with respect to the e-Cheques Deposit Services.

#### 1. Definitions

For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:

**"Bills of Exchange Ordinance"** means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.

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

**"Deposit Channel"** means any channel offered by the Bank from time to time for presentation of e-Cheques for deposit. **"e-Cheque"** means a check (including a cashier's order) issued in the form of an electronic record (as such term is defined in the Electronic Transactions Ordinance (Cap. 553, Laws of Hong Kong)) with an image of the front and back of the e-Cheque or e-cashier's order (as the case may be). e-Cheques may be issued in Hong Kong dollars, US dollars and Renminbi.

**"e-Cheques Deposit Services"** mean the services offered by the Bank to Customers from time to time for depositing e-Cheques.

**"e-Cheque Drop Box"** or **"e-Cheque Drop Box Service"** means an electronic drop box provided by the Clearing House that accepts presentation of e-Cheques in respect of which an e-Cheque Drop Box user must register an e-Cheque Drop Box Account with the Clearing House before presenting e-Cheques to a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

**"e-Cheque Drop Box Account"** means a user account for the e-Cheque Drop Box Service, and for which each user must register with the Clearing House before using the e-Cheque Drop Box for presenting e-Cheques for deposit into a Payee Bank Account, as this term may be amended from time to time in accordance with the e-Cheque Drop Box Terms.

**"e-Cheque Drop Box Terms"** means all the terms and conditions prescribed by the Clearing House from time to time for governing the e-Cheque Drop Box Service provided by the Clearing House and the use of the e-Cheque Drop Box Service.

**"Industry Rules and Procedures"** means the rules and operating procedures governing the handling of e-Cheques developed or adopted by the Clearing House and the banking industry from time to time.

**"Payee Bank"** means the bank at which a Payee Bank Account is held.

**"Payee Bank Account"** means, in respect of each e-Cheque presented for deposit using the e-Cheques Deposit Services, the bank account of the payee of the e-Cheque maintained with the

Bank into which the e-Cheque is to be deposited which may be a sole name or a joint name account of the payee.

“**Payer Bank**” means the bank which digitally signed an e-Cheque created by its customer.

## 2. **Nature and scope of e-Cheques Deposit Services**

- (a) The Bank may provide e-Cheques Deposit Services at its discretion. If the Bank provides e-Cheques Deposit Services to the Customer, the Customer may deposit e-Cheques. In order to use the e-Cheques Deposit Services, the Customer has to provide such information and documents and accept such terms and conditions which may be required or prescribed by the Bank and the Clearing House respectively from time to time. The Customer may also be required to sign forms and documents prescribed by the Bank from time to time.
- (b) e-Cheques Deposit Services allow the Customer and other persons to present e-Cheques (whether payable to the Customer and/or any other holder of the Payee Bank Account) for deposit with the Bank (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using the Deposit Channels, in accordance with Clause 3 below.
- (c) The Bank may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by the Bank from time to time, including Hong Kong dollars, US dollars or Renminbi.
- (d) The Bank has the right to set or vary from time to time the conditions for using the e-Cheques Deposit Services. These conditions may include the following (or any of them):
  - (i) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
  - (ii) any fees and charges payable by the Customer for the e-Cheques Deposit Services.

## 3. **e-Cheques Deposit Services**

- (a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with the Bank (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using the Deposit Channels.
- (b) e-Cheque Drop Box Service China Construction Bank (Asia) Corporation Limited.
  - (i) The e-Cheque Drop Box Service is provided by the Clearing House. The Customer is bound by the e-Cheque Drop Box Terms in relation to the use of the e-Cheque Drop Box Service by the Customer. The Customer is solely responsible for performing the Customer’s obligations under the e-Cheque Drop Box Terms.
  - (ii) In order to use the e-Cheque Drop Box Service, the Customer is required by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with one or more Payee Bank Account for presenting e-Cheques. The Customer is allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is the Customer’s same-name account or an account other than the Customer’s same-name account. The Customer is responsible for the presentment of all e-Cheques by the Customer or any other person using the Customer’s e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than the Customer’s same-name account).

- (iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. The Bank may (but have no obligation to) provide reasonable assistance to the Customer. In particular, the Bank does not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On the Customer’s request, the Bank may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by the Bank relating to an e-Cheque deposited using the Customer’s e-Cheque Drop Box Account.

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

### (c) Deposit Channels

The Bank may specify or vary from time to time (i) the available Deposit Channels without notice; and (ii) the terms governing the use of any Deposit Channel.

## 4. **Handling of e-Cheques, associated risks and the Bank’s liabilities**

### (a) Handling of e-Cheques

The Customer understands that the Bank and other banks have to follow the Industry Rules and Procedures in the handling, processing, presentment, payment, collection, clearance and settlement of e-Cheques payable to the Customer. Accordingly, the Bank is entitled to collect any e-Cheque payable to the Customer by presenting that e-Cheque to the Payer Bank in accordance with the Industry Rules and Procedures even if the Bills of Exchange Ordinance may not expressly provide for presentment of e-Cheques or may specify other manner for presentment of checks.

### (b) Restriction of the Bank’s liability

Without reducing the effect of the provisions of the Terms and Conditions:

- (i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the e-Cheques Deposit Services or the handling, processing, presentment, payment, collection, clearance or settlement of e-Cheques presented by the Customer or any other person using the Deposit Channels provided by the Bank to the Customer, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from negligence or wilful default of the Bank or that of the Bank’s officers, employees or agents; in particular and for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the following (or any of them):

- (1) use of the e-Cheque Drop Box Service by the Customer or any other person, or the e-Cheque Drop Box Terms;
  - (2) the Customer's failure to comply with the Customer's obligations relating to the e-Cheques Deposit Services;
  - (3) presentment of any e-Cheque payable to the Customer in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
  - (4) any failure or delay in providing the e-Cheques Deposit Services, or any error or disruption relating to the e-Cheques Deposit Services, caused by or attributed to any circumstance beyond the Bank's reasonable control; and
- (i) in no event will the Bank be liable to the Customer or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.
- (c) Customer's confirmation and indemnity
- (i) The Customer accepts the restriction of liabilities and disclaimers imposed by the Bank and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. The Customer accepts and agrees to bear the risks and the liabilities for depositing e-Cheques.
  - (ii) Without reducing the effect of any indemnity given by the Customer under the Terms and Conditions, any other document forming banking agreement between the Bank and the Customer, or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the e-Cheques Deposit Services or the Customer's use of the e-Cheques Deposit Services.
  - (iii) 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 negligence or wilful default of the Bank or that of the Bank's officers, employees or agents.
  - (iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.

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## 戶口及有關服務的條款和條件 (個人戶口)

下列及附件所載的條款和條件(“條款和條件”)適用於由中國建設銀行(亞洲)股份有限公司〔(下稱“銀行”),包括中國建設銀行(亞洲)股份有限公司在各地的分行和辦事處,其繼承人或受讓人〕向其每一位個人客戶(下稱“客戶”)提供的所有戶口和服務。客戶收到此等條款和條件後若使用或繼續使用該等戶口或服務,即可被視為已同意接受此等條款和條件的約束。

### 1. 各戶口的一般規定

#### 1.1 定義

「營業日」指銀行在香港開門營業的日子,但不包括星期六下午。

「海外戶口稅收合規法案(FATCA)」是指:

- 《1986年美國國內收入法》(U.S. Internal Revenue Code of 1986)(修訂版)第1471至1474節或其任何修訂或或繼任版本;
- 政府與規管機構之間就第(a)項訂立的任何政府間協議、諒解備忘錄、承諾及其他安排(包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排);
- 本行與IRS或其他規管機構或政府機構根據或就第(a)項訂立的協議;及
- 根據任何前述者在美國、香港或其他地方採納的任何法律、規例、規則、詮釋或慣例。

「外國法規定」是指根據任何日後或現行的以下各項,向本行施加的任何義務:

- 外國法律(包括本行按認為其受約束的外國法律,並包括中國內地的法律及規則);
- 執行香港在與外國政府(包括中國內地政府)或規管機構的協議下的義務的香港法律;
- 本行與外國政府(包括中國內地政府)或規管機構訂立的協議;或
- 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就第(a)至(c)項頒佈的指引或準則。

為免存疑,這個定義包含根據海外戶口稅收合規法案(以及經不時修訂或頒佈)適用於本行的任何義務或規定。

「政府機關」是指於香港境內或境外的任何政府、政府團體、政府機構或規管機構,包括香港稅務局及IRS。

「香港」指中華人民共和國香港特別行政區。

「IRS」是指美國國家稅務局(Internal Revenue Services)。

「中國內地」指在中華人民共和國境內香港及澳門特別行政區及台灣以外之地區。

「人民幣」指由中華人民共和國當時使用之法定貨幣。

「人民幣銀行服務」指由銀行為客戶提供任何與人民幣相關的銀行服務,包括開立人民幣戶口、接納人民幣存款、人民幣匯款、人民幣兌換及其他銀行不時提供予客戶之服務。

「人民幣財富管理產品」指根據有關法規於香港發行以人民幣計值之財富管理產品。

「美國」是指美利堅合眾國。

#### 1.2 釋義

除非文意另有所指:

- 單數詞之含義包括複數詞,反之亦然;而單一性別之詞語亦包含所有性別;

- 每一條文的標題是為方便閱讀內容而加入,在解釋此等條款和條件時須不予理會;
- 無論何時當“包括”詞被使用時,另一詞“但不限於”須視作緊接著“包括”一詞出現;
- 條文或附件是指本條款和條件的條文或附件;
- 凡適用之處,人士包括個人、公司、合夥企業或非法人機構及其繼承人和受讓人。

#### 1.3 規限戶口的條款

客戶在銀行開立的任何戶口及其他有關事項,須受客戶簽署的有關戶口開立表格或委托書,條款和條件(可根據第13項條文不時加以修改和補充)以及香港適用法律的規限。

客戶需要向銀行提供準確、完整及可接受認明之資料及參考資料以完成及簽署由銀行不時根據有關法律及管規定而預先既定的表格及簽署樣本卡。

#### 1.4 依循指令

客戶茲授權銀行:

- 兌現及遵循客戶或其代表客戶所提取、簽署、背書、接納或開出的所有支票、本票、付款指令、匯票及其他的票據(在銀行允許的情況下,即使有關戶口已經或將被透支);
- 依循任何指示,交付或處理由銀行不時地以擔保、保管或以其他任何形式持有的客戶的所有或任何證券,文件或其他財產;
- 接受及依循任何指示,存入任何款項於客戶的戶口;
- 執行(包括即期及遠期)外匯買賣的指示;
- 執行由客戶發出就其戶口的任何指示或指令;及
- 接納並依賴由銀行真誠地認為是由客戶或其所授權的人士簽署的任何文件。

#### 1.5 最低結餘

客戶須維持銀行不時要求的最低結餘。

#### 1.6 終止戶口

- 銀行可在下列情況下終止客戶的任何戶口:
  - 如戶口結餘為零或戶口在銀行規定期限內無進支記錄;或
  - 如銀行認為戶口被用於非法或不適當目的,或戶口並未按運用於滿意或合理的用途上,銀行可立即終止戶口;或
  - 以合理時間預先通知終止戶口,不論有否就終止戶口給予特別原因。
- 當銀行終止戶口的通知送達至最後為銀行所知的客戶地址後,客戶可在銀行的營業時間內到銀行領取(扣除所有收費後的)戶口結餘,或銀行可酌情將(扣除所有收費後的)戶口結餘以支票、本票或即期匯票送達至最後為銀行所知的客戶地址,風險由客戶自負。
- 儘管本第1.6條項下賦予任何其他權利,當客戶未能就外國法規定遵守此等條款和條件項下的任何規定時(包括未能提供本行要求的任何資料、文件及支持材料,或因其他理由必須或方便遵守外國法規定而結束或轉移戶口),本行可結束或轉移客戶的任何戶口。

- (d) 當戶口按照上述(b)或(c)段的戶口規定而被終止後，銀行將完全免除承擔或解除其後的任何責任，包括支付客戶任何以支票提款或隨後需兌現的支票。客戶同意單獨對因終止戶口而產生的任何和一切後果負全部責任。

## 1.7 足夠的存款

- (a) 客戶在透過任何電子方式或其他方式在任何戶口中提款、轉賬或使用其他服務時，須確保其戶口有足夠存款。如有關戶口的存款不足，銀行無義務執行該提款或轉賬的指示或要求。
- (b) 除非與銀行有預先安排，否則戶口不得透支。
- (c) 除上述(b)段的情況外，如銀行在有關戶口存款不足下進行了提款或轉賬，客戶須按銀行要求，償還銀行所透支或轉賬款項，並附加手續費及按銀行規定利率支付透支利息。

## 1.8 保留文件

- (a) 銀行並無責任為客戶保存任何與戶口有關的支票或文件。如客戶要求提供時，銀行可在收取服務費用後向客戶提供該等支票或文件的影印本，如有。
- (b) 在不影響上述(a)段的情況下，銀行可酌情及隨時就客戶的任何戶口而收到的一切文件，經銀行安排將其儲存於微縮菲林或銀行認為適當的其他媒介之後，即可予以銷毀及處置。

## 1.9 簽署和蓋章

客戶須按照已存於銀行登記樣本相同的形式簽署及/或圖記/蓋章。若客戶須更改銀行存檔的樣本簽字，印章、圖章、地址或其他相關個人資料時，須以書面通知銀行。銀行在實際收到此等更改通知之前，有權按照銀行當時儲存的最近期的客戶指令或資料而執行。

## 2. 利息、服務費和付款

### 2.1 利息

- (a) 銀行指定的戶口可依照銀行不時釐定並公布的利率賺取利息。此等利率於銀行的各分行公告及展示於銀行的網址，並僅供參考。
- (b) 任何戶口的結存少於銀行不時規定的最低存款額，該戶口將不獲享利息。

### 2.2 服務費

- (a) 銀行可：
- (i) 就客戶的任何戶口，任何特殊或固定的指令或向客戶提供的任何服務收取服務費；
- (ii) 就任何低於銀行規定最低結餘的戶口或在銀行訂定的期間內持續無進支的戶口及/或自開立戶口日三個月起(或由銀行訂定的其他期間)內取消的戶口收取服務費；及
- (iii) 經預先通知，根據香港銀行公會之適用規則和/或其他適用法律和規則，以銀行酌情認為適當的方式收取其他類別的費用。
- (b) 銀行可從客戶的任何戶口中扣除所有適用收費，並於扣除收費後通知客戶，說明收費的性質和金額。
- (c) 銀行服務費的詳情及細則在銀行所有分行均有展示，客戶亦可隨時向銀行要求索閱。

### 2.3 付款

客戶依照此等條款和條件應向銀行支付的所有付款應以港元(或引致有關債務的任何其他貨幣)支付，且無任何扣除，抵銷或反訴及毋須因該付款支付任何稅款。倘若客戶按法律要求需就該付款作任何扣除或預扣，客戶應及時向銀行支付額外所需款額以確保銀行收到的款額相當於在毋須扣除或預扣的情況下所應該收到的全數款額。

### 2.4 受外國法規定影響的付款

- (a) 客戶認可及同意，儘管此等條款和條件有任何其他規定：
- (i) 本行根據此等條款和條件作出的任何付款必須受外國法規定的預扣及扣減所規限；
- (ii) 根據第(i)項預扣的任何款項可存放於本行決定的任何戶口或按其決定的方式處理；及
- (iii) 本行毋須就其行使本第2.4條項下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。
- (b) 客戶認可及同意，根據此等條款和條件進行的任何交易、付款或指令可能會因本行遵守其義務(包括該等本行認為必須遵守的任何外國法規定項下規定者)而被延遲、限制、轉移或終止。

## 3. 存入支票及提取未結算的票據

### 3.1 存入需結算的票據

- (a) 銀行只接受支票或其他需結算票據的託收，而在有關票據結算前，客戶不能提取有關票據的款項。
- (b) 銀行應運用合理之審慎態度保管及處理客戶所托收之支票或其他需結算票據；有關支票/票據如有不是因銀行疏忽所導致之損毀、損壞或延遲，銀行毋須為客戶所蒙受之損失承擔任何責任。銀行亦可能因應客戶之托收所需授權第三者保管及處理所托收之支票/票據，如有任何損毀、損壞及延遲，銀行亦毋須為客戶所蒙受之損失承擔任何責任。在任何情況下，銀行概不須為支票/票據損毀、損壞及延遲等原因而導致之損失而負上任何責任。

### 3.2 以第三者抬頭支票存款

若支票上之指定抬頭人為客戶以外的第三者，該支票必須由該第三者正式背書，而銀行有權酌情決定是否接納存入該支票。客戶同意補償銀行因存入該支票所引致的所有合理及適當的費用、損失和索償。

### 3.3 提取仍未結算的票據

- (a) 在銀行收到款項或證明已付款的最終通知書前，客戶不可就存入其戶口仍未結算的票據、銀行匯票或支票提取款項。通過香港銀行同業結算有限公司結算的票據，其款項通常可在存款後的第二個營業日(不包括星期六)收受。
- (b) 需經香港境外結算的票據的托收時間因應所涉及的國家而異，客戶應向銀行的任何分行查詢，以確定收取最終通知書的所需時間。存款的有效日期以票據兌現後銀行確認收受最終款項為準。如任何交易被拒絕承兌或遭付款銀行退回，該票據將退還客戶及客戶須支付有關服務收費。
- (c) 未結算資金不累計利息。



- (d) 所有於營業日正常結算時間之後收到需結算的票據，將被視作於下一個營業日(不包括星期六)託收至客戶的戶口。所有於星期六收到需結算的票據，將被視作於下一個營業日(不包括星期六)託收至客戶的戶口。

#### 3.4 未結算款資金

- (a) 在不損第3.3項條文的情況下，如銀行允許客戶提取托收賬項或來自任何戶口的轉賬資金，一旦出現以下情形，客戶須按要求全數補還給銀行：
- (i) 銀行未能在預定收款時間內收到全部款項；
  - (ii) 上述賬項的托收或資金的轉賬導致客戶在銀行的任何戶口出現透支；或
  - (iii) 銀行在接受轉賬後，無法根據銀行業務慣例收取或自由處理該款項。
- (b) 此外，假如銀行接受以客戶為受益人的托收賬項或轉賬資金代替以現金償還客戶的債務，則該項收支須於銀行全額收到上述賬項或資金時方可作實。

### 4. 戶口結單

#### 4.1 發出戶口結單

- (a) 戶口結單通常按月或按其他另行安排的時間寄給客戶。但對於在相關期間內無進支活動的戶口，銀行保留不發結單的權利。
- (b) 如果客戶在戶口結單有關期間過後十個營業日內仍未收到該戶口結單，客戶須即時通知銀行並要求發給賬單的副本。

#### 4.2 錯漏通知

假若銀行發給客戶的戶口結單、通知書或收條上有任何錯誤，客戶須於該結單上載的日期起九十日內把該等錯誤通知銀行，否則在不影響第11.2項條文的情況下該戶口結單、通知書或收條將被視作已獲客戶接納及以此為最後及具結論性的憑據，但銀行可酌情更改由於銀行不慎或錯誤記載的項目。

### 5. 特殊條款和條件

在不損本條款和條件其他規定的應用之情況下：

- (a) 支票戶口進一步受到附件一之規限；
- (b) 儲蓄及定期存款戶口(包括「優悅存款」戶口/「零存進富儲蓄計劃」及「優閒定存」戶口)進一步受到附件二之規限；
- (c) 「私人財富」、「貴賓理財」和「智選理財」服務進一步受到附件三之規限；
- (d) 電子理財服務進一步受到附件四之規限；
- (e) 人民幣銀行服務進一步受到附件五之規限；及
- (f) 「息得自在活期存款戶口」進一步受到附件六之規限。

### 6. 外幣戶口

- (a) 在不損本條款和條件適用於外幣戶口的其他規定的情況下，所有外幣戶口的存款或提款，必須以銀行所接納的貨幣進行。如需將貨幣兌換，折換金額將不能超過銀行不時規定的每日或每項交易限額(如有)，而折換價須按存款或提款當時銀行提供的匯率計算。
- (b) 對於因稅項、費用或貶值以致存入戶口的任何外幣減值，或是因兌換或匯款的限制、收購、非自願性轉賬、使用軍事或篡奪力量，或其他銀行無法控制的類似原因引致無法提供該等貨幣，銀行均不負或承擔任何責任。

### 7. 匯款服務

- (a) 客戶同意當客戶作為每筆匯款交易的匯款人時，銀行會將匯款申請表格上的資料，如客戶名稱、地址及客戶是否持有本銀行之戶口等資料透露予中介人或收款銀行。
- (b) 客戶於要求銀行提供匯出匯款服務時需自行負責向銀行提供準確的匯款收款方的資料。客戶確認，當銀行向客戶提供辦理匯出匯款服務時，銀行只是擔當代理人的角色，對於收款方的運作或收取任何服務費，並無任何控制權。對於匯出的款項，收款方可動用該等匯款的時間將視乎收款方地點、電訊系統及銀行業務而定。
- (c) 對於電匯傳送過程中可能造成的任何損失、延誤、出錯、遺漏或殘缺，此等風險均由客戶承擔。但是，倘若該匯款未能完成，銀行會盡快通知客戶。
- (d) 如在運作情況上有需要，銀行保留透過以其不時訂定的任何往來銀行/代理人/中介人辦理匯出匯款的權利。如匯出匯款需要兌換為其他貨幣，折換金額將不能超過銀行不時規定的每日或每項交易限額(如有)，而折換價須參照銀行當時的匯率。除非銀行與客戶之間另有約定，否則由銀行本身或其在香港以外的往來銀行/代理人/中介人因匯出款項而產生的收費和支出將從匯出款項中扣除。
- (e) 假如客戶取消匯出匯款服務並選擇以不同於匯出款項之貨幣收取退款，銀行將按退款當天的銀行買入價，將款項退還給客戶。任何因取消匯款而產生的費用，概由客戶支付，並由退還款項中扣除。客戶將不會獲退還電報費用和已繳付的佣金。
- (f) 如付款通知是在銀行不時規定的截止時間之後收到或付款通知書上列明的生效日期較後於銀行收到該付款通知的收件日期，該匯入款項(任何貨幣)將不會在銀行收到該付款通知當日存入客戶的戶口。此等匯入款項須待匯入存款實際存入客戶的有利息戶口後才開始支付利息。
- (g) 任何以外幣為單位的匯入款項如需兌換為港元，將按銀行當時的港元賣出價兌換。
- (h) 銀行會就每筆匯出匯款或匯入匯款向客戶發出通知，如有任何錯誤，客戶應盡快通知銀行。

### 8. 聯名戶口

當戶口是由兩名或以上的人士聯名開立時，除非銀行另以書面表示同意，否則：

- (a) 所有聯名人士皆對有關戶口的義務有共同及個別責任；
- (b) 當提述到客戶時，即指每一位聯名人士；
- (c) 除另作訂明外，每一位聯名人士均有權獨立運用該戶口；
- (d) 銀行有權與任何聯名人士就任何事情上分別進行交易，並可在不影響銀行於其他聯名人士所享有的權利和補償的情況下，對任何聯名人士應負的責任作出改變，或是給予時間上的寬容或其他的特惠；
- (e) 倘聯名賬戶持有人發出不同指示，且互相抵觸，本行可：
  - (i) 按照任何該等指示行事；或
  - (ii) 延遲按照該等指示行事直至明顯的抵觸已獲解決；或
  - (iii) 僅按照所有聯名賬戶持有人一致同意的指示行事；
- (f) 對任何聯名人士發出通知即視為有效地對所有聯名人士發出通知；

- (g) 在銀行有酌情決定權及在無相反指示的情況下，所有以一位或以上聯名人士之名義收取的款項均可存入該戶口內；
- (h) 銀行可以代收任何發給一名或以上(但非全部)戶口持有人的支票、匯票或其他金融票據，包括載有特別劃線，而未經抬頭人背書之支票，並將有關票據存入該戶口；
- (i) 戶口的任何結餘由聯名人士以聯權有人身份擁有，而尚存者取得權亦適用；
- (j) 在不違反適用法律的情況下，當任何該等人士去世時，銀行將按尚存者的指令；或當所有該等人士去世時，銀行將按最後尚存者的法定代表(經出示遺囑認證書或遺產管理書後)的指令處理該戶口的任何結餘。但該指令不損銀行就此該結餘而享有的擔保權利、留置權、抵銷權、反訴權及其他方面的任何權利；及
- (k) 倘一名或以上有關人士身故、破產或清盤或精神或其他方面喪失能力，本行將有權以賬戶內的貸款結餘、抵銷本行向該人士作出或可作出的任何申索。此外，本行將有權全權凍結賬戶及拒絕任何與此有關的交易或拒絕接受有關賬戶或服務或其他方面的任何指示。

## 9. 付款予法定代表

客戶授權銀行在客戶的法定代表出示遺囑認證書或遺產管理書時，將客戶名下任何戶口的結餘支付及交給其法定代表。但銀行就該等結餘而享有的擔保權利、留置權、抵銷權、反訴權及其他方面的任何權利，以及就其他並非客戶法定代表的人士所作出之申索而銀行認為應當採取的任何步驟，均不受影響。本段不適用於聯名戶口。

## 10. 暫停戶口使用

- (a) 若銀行獲悉有關客戶之破產呈請，或客戶開始與任何債權人為考慮任何獨立自願債務償還安排而開始進行商議，銀行可暫停該客戶名下戶口的一切或任何使用，直至銀行確信有關呈請已獲不可撤銷地解除為止。上述暫停使用期間，無論銀行與客戶之間關於客戶名下戶口、信用或其他信貸或銀行安排之任何現有或將來的授權書或其他協議有任何條款規定，銀行有絕對酌情權拒絕依照有關該客戶名下戶口之使用的一切或任何指示(無論是銀行獲悉有關該客戶破產之呈請之前或之後發出的)行事。
- (b) 銀行不須向客戶承擔任何根據以上(a)段關於暫停使用任何戶口所採取或不採取的任何行為的責任，除非是由於銀行的管理人員，僱員或代理人員疏忽或行為不當直接引致。

## 11. 外國法規定的資料及披露

### 11.1 提供資料及支持材料的責任

客戶有責任向本行提供本行合理所需的該等資料、文件及證書，以履行其在任何外國法規定項下的責任。客戶認可及同意，該等資料可包括有關以下各項的資料、文件或證書：

- (a) 客戶；
- (b) 任何戶口的最終實益擁有人；
- (c) 須就發出任何指令或訂立任何交易負上最終責任的人士；
- (d) 客戶代為領取付款的任何人士；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。

### 11.2 就任何外國法規定目而採用及披露資料

客戶同意，本行可根據任何外國法規定向任何人士或政府機構(不論是否根據香港法例成立)披露客戶及/或第11條提述的任何人士的任何資料、文件或證書。

### 11.3 離岸披露

客戶認可及同意，可向位處香港境內或境外的第三方披露資料及文件。

### 11.4 更改資料詳情

客戶必須就以下各項的任何更改即時以書面方式知會本行：

- (a) 客戶資料詳情、情況、狀況，包括公民身份、住處、納稅地方、住址、電話或傳真號碼，以及電郵地址的任何更改；
- (b) (如適用)客戶的公司章程、股東、合夥人、董事或公司秘書或客戶業務性質；或
- (c) 第11.1條提述的任何人士於本行紀錄的住址或聯絡電話號碼或其他個人資料詳情。

## 12. 投訴、法律責任及彌償

### 12.1 投訴

客戶若有任何投訴可以書面向銀行任何一間分行提出，該等投訴必須清楚列明客戶的身份、客戶的賬號、地址及投訴的性質。

### 12.2 法律責任及彌償

- (a) 對因下列情況所可能引起、或使客戶蒙受、或客戶被提出的司法程序或起訴，銀行均不須為此負上任何債務、索償、損失或損害賠償、訴求、稅務、成本、收費或支出的責任：
  - (i) 客戶未能遵循此等條款和條件及未能在與銀行進行交易時盡謹慎責任；
  - (ii) 客戶就其自身或任何其他人士或此等條款和條件的事宜提供任何誤導或錯誤資料；
  - (iii) 銀行以誠信執行的情況下，誤會或誤解任何由電話、電子媒介或其他方式發出之指令；
  - (iv) 客戶不能連接上或使用銀行提供的任何電子銀行服務；或
  - (v) 銀行直接或間接因任何不受其合理控制之情況或事件影響(包括設備或電腦故障、停電、網絡或電訊停止、電匯或轉賬設施出現干擾、阻斷、錯誤、延誤或損壞、或第三者拒絕或拖延採取任何行動)而未能履行任何責任或服務或採取任何行動；
  - (vi) 不受本行控制的任何原因或理由，包括但不限於遵守任何法例、法規、守則、法令、法院凍結令、通知、指引、指令或應公眾或監管或政府部門的要求或由於任何徵費、稅項、禁運令、暫緩、外匯限制或政府或其他部門的其他行為，郵遞的任何遺失及失誤或任何交易所、同業公會、市場或結算所的其他罷市、收市或暫停買賣、任何天災、火災、水災、霜凍、颱風、爆炸或不可抗力事件。

除非該等損失或損毀是合理的、可預期的及直接由於(1)由任何第三者(包括任何客戶的僱員、代理人或傭工)假冒或欺詐所提出的未經授權交易，而銀行未能就此交易使用合理的管理及技能；(2)由任何銀行的僱員、代理

人或僱工假冒或欺詐導致的未經授權交易；或 (3) 由銀行或其任何僱員、代理人或僱工的故意不當行為或疏忽所造成的其他未經授權交易。

- (b) 客戶須賠償銀行、其管理人員、僱員及銀行委派的任何其他人士因客戶持有銀行戶口、與銀行戶口進行交易、或銀行執行客戶要求的支付金錢交易、或銀行提供的服務，及/或銀行根據此等條款和條件行使其權力及權利而可能引致的一切訴訟、債務、索償、訴求、損失或損害賠償、稅務費用及任何銀行因此而合理引起的成本或支出(包括法律費用)，除非該等債務、索償、費用、損害賠償、支出、訴訟或司法程序直接因銀行的管理人員、僱員或代理人員的疏忽或故意犯錯造成。

### 12.3 無間接損害賠償

如發現銀行對其任何行為或遺漏、疏忽或過失需要負責，其責任只限於直接損失或實際損害的數額或有關交易數額兩者之較少者。銀行毋須對由於該等行為、遺漏、疏忽或過失引致的任何收益損失或任何特殊、間接或非直接的損失或損害負責。

## 13. 抵銷

### 13.1 抵銷

銀行可隨時及在毋須預先通知的情況下，組合或合併任何戶口(以任何類別、任何地方、不論戶口是否以客戶個人或與其他人聯名名義管有，及是否需要通知)，及抵銷、扣除、提款、運用及/或轉移其總額並存入一個或多個戶口內以滿足客戶對銀行的其他戶口或任何有關的客戶的義務及責任，不論該義務及/或責任是否屬於現在的或將來的，真實的或可能發生的，基本的或附屬性的，多項的或共同的，有抵押的或沒有可抵押的，及不論客戶以任何身份拖欠銀行的所有義務及責任，並且，若組合、合併、抵銷、扣除、提款、申請或轉賬涉及由一種貨幣兌換至另一種貨幣時，該外幣兌換將以當時於相關的外幣交易市場的即時外幣兌換率為準(由銀行最後決定)。如屬聯名戶口，銀行可行使此條款和條件賦予的權利，運用該聯名戶口之結餘以符合一個或多個客戶在銀行的義務及責任。銀行將在合理可行的最短時間內向客戶通告有關此條款之執行。

### 13.2 留置權

客戶授權銀行行使留置權以接管擁有或控制客戶於銀行存放的所有資產，( 不管該資產以任何理由，或是否與一般性的銀行業務往來相關 )，銀行有權變賣該資產，如有需要，更可使用其淨收入以償還客戶對銀行應履行的義務及/或責任。

### 13.3 其他權利

銀行於第13項條文下的權利是額外及沒有損害任何由法律授予銀行的留置權或其他權利。銀行的權力適用於所有客戶對銀行的債務，無論該債務或其他部份是由任何戶口或以任何形式出現。

## 14. 修改

銀行可在預先通知情況下(以電子或紙張形式)，更改、修改或補充任何條款和條件。該等通知將依照第16項條文發給客戶。如客戶不同意任何該修改內容，客戶必須於生效日期前通知銀行。

## 15. 資料保護

任何向銀行提供的個人資料(定義見《個人資料(私隱)條例》(香港法例第486章)，將依照銀行不時給予客戶的《有關個人資料(私隱)條例之客戶通告》處理，並明確納入本條款和條件。

## 16. 通知

- (a) 任何通知、要求或其他通訊可送至客戶最後為銀行所知悉的地址或傳真號碼。書面通知、要求或其他通訊在下列情況即視為已經正式發出，並為客戶收妥：
- 如專人送遞，在送遞之時；
  - 如以郵遞，如地址為香港，在郵寄日後的第二個營業日；如地址為香港以外，則在郵寄日後的七日；及
  - 如以傳真、電子郵件或其他電子方式傳送，則在發出當日。
- (b) 所有由銀行發出並受此等條款和條件規限的戶口收費或有關服務的通知或宣佈，如按以下方式處理，即被視為已有效發出，並對客戶具約束力：
- 銀行在其分行放置或展示該等通知或宣佈；或
  - 銀行於香港每日流通的報紙登載或展示該等通知；或
  - 銀行以普通郵遞方式將通知寄往於銀行紀錄的客戶地址；或
  - 通過銀行提供的電子銀行服務就運作的交易在銀行的網址上放置或展示該等通知，無論客戶是否收看或閱讀該等通知；或
  - 銀行以電郵方式將通知發送往於銀行紀錄的電郵地址；或
  - 銀行以短訊方式將通知發送往於銀行紀錄的手提電話號碼。

## 17. 其他

### 17.1 並非豁免

銀行任何根據此等條款和條件之行為或遺漏，均不影響其權利、權力及法律補救方法。

### 17.2 轉讓

未經銀行事先書面同意，客戶對其在此等條款和條件項下之任何權利或義務的轉讓一律無效。

### 17.3 業務慣例

銀行有權依據一般業務慣例及程序執行及只接納可行及合理(由銀行評定)的指示；及拒絕接受或進行任何可能對銀行造成不良影響或損害銀行利益的指示。為免爭議，銀行獲授權參與及按照有關監管經營銀行業務的機構及為銀行提供中央結算、清算及相類設備的系統的規則及章程。可是，在每個情況下，銀行不會對該機構或系統的部份操控者或管理人員的任何行為或疏忽負上責任。

### 17.4 錄音及記錄

銀行有權以任何方式記錄銀行與客戶或任何代表客戶行事的人士之間的對話及有關銀行戶口及銀行提供的服務操作的指示。銀行將按認為需要的期限保存該等記錄。如有任何爭議該等記錄將被銀行視為最終及受約束之證據。

### 17.5 可分割性

此條款和條件的每一項條文均可被分割及獨立與其他條文分開，如根據任何適用的司法法例，當任何情況此等條款和條件的條文已屬或變成違法、無效或不可執行時，其餘條款根據此法例的合法性、有效性或可執行性，及根據其他司法法例的相關條文的合法性、有效性或可執行性均不受影響。

## 17.6 準據文本

此等條款之英文本為準據文本，中英文本文義若有分歧，須以英文本為準。

## 17.7 第三者權利

除銀行及客戶外，並無其他人士有權按〈合約(第三者權利)條例〉強制執行條款和條件的任何條文，或享有條款和條件的任何條文下的利益。

## 18. 適用法律及司法管轄權

此等條款受中華人民共和國香港特別行政區之法律管限，並據此作法律詮釋。每項交易或其潛在投資或文件將根據其製作或所位處地點的司法法例以及所有有關的政府及其他監管團體及機關的條例、監管條文、指引、政策及指令所約束。客戶服從香港法院之非專屬性司法管轄權，惟此等條款可在任何具司法管轄權之法院中強制執行。

## 附件一

### 支票戶口的條款和條件

以下的條款和條件適用於銀行向其客戶提供的所有支票戶口有關服務。銀行不時制定的“戶口及有關服務的條款和條件”(下稱“條款和條件”)應視為已全文載於本附件，適用於下述情況。

#### 1. 簽發支票

- (a) 客戶簽發支票，只可使用銀行提供的格式支票以戶口記賬貨幣開出。
- (b) 客戶與銀行結束任何支票戶口，必須向銀行退還或銷毀所有未使用的支票。

#### 2. 遞交支票簿

銀行收到申請新支票簿的指示後，將把所申請的支票簿按客戶指示的方式遞交至客戶向銀行提供的地址，遞交費用由客戶承擔。如上述遞交方式造成任何延誤或損失，銀行概不負責。除非該延誤或損失是直接由於銀行的疏忽及故意的不當行為所引起。

#### 3. 支票簿的保管使用

- (a) 客戶收到支票簿時，應仔細核對支票張數和檢查支票上所印的賬號及支票系列號碼。如有任何不符，應立即通知銀行。
- (b) 支票簿必須放置於安全之處，以防遺失或被竊。
- (c) 客戶如有已簽署的支票或支票簿遺失或被竊，必須立即以書面通知銀行。如在銀行實際收到通知之前支票已被兌付，銀行概不負責客戶的損失。

#### 4. 填寫支票方法

- (a) 客戶填寫支票時，應使用不可擦除的墨水或原子筆清楚寫明支票的大寫金額和數目字金額，為防止欺詐，大寫金額和數目字金額應盡量貼近左邊以免被加插文字或數目。大寫金額後應畫一線條或以“正”字押尾。
- (b) 支票上的所有塗改必須由客戶全簽確認。銀行不負責因為支票有不易察覺的塗改而產生的損失。如果支票金額填寫有誤，應將該支票作廢，另填一張新支票。
- (c) 客戶同意填寫支票時需小心謹慎，避免以任何可能使支票被塗改或可能有利欺詐偽造的方法和/或方式填寫支票。

#### 5. 郵寄支票

以郵寄或其他方式發送的所有支票，均應加劃線並刪去“或持票人”字樣，使之只可通過銀行兌付。如果所發送的支票為入賬支票，應附函對銀行作出指示。

#### 6. 停止支付

- (a) 如客戶欲停止支付任何一張支票，必須向銀行發出完整的指示使銀行可完全識別該支票，同時必須附上銀行進一步要求的文件。上述指示應包括以下內容：
  - (i) 支票號碼；
  - (ii) 支票簽發日期；
  - (iii) 收款人名稱；及
  - (iv) 金額。
- (b) 客戶同意：
  - (i) 補償銀行因兌付或拒付支票而可能合理地引起或讓銀行承擔的合理金額的損失；

**儲蓄戶口和定期存款戶口(包括「零存進富儲蓄計劃」戶口)的條款和條件**

**甲. 一般條款**

以下的條款和條件適用於銀行向其客戶提供的任何貨幣的儲蓄戶口(結單或存摺儲蓄)和定期存款戶口(包括「零存進富儲蓄計劃」戶口)及有關服務。除本附件甲部的條款外,「零存進富儲蓄計劃」戶口亦需依從列明於此條款和條件內附件丙部適用的附加條文(凡文意所需之處),若附件甲部、乙部及丙部的條文出現分歧,以本附件丙部為準。銀行不時制定的“戶口及有關服務的條款和條件”(下稱“條款和條件”)應視為已全文載於本附件,適用於下述情況。

**1. 提款和付款**

- (a) 客戶可於銀行在香港的任何分行填妥銀行提供適當的提款單後或以其他經銀行預先安排的方式從客戶的任何儲蓄戶口或定期存款戶口提款。
- (b) 銀行保留其權利,酌情在任何時候以下述任何方式滿足提款要求:
  - (i) 電匯傳送;
  - (ii) 現鈔付款;
  - (iii) 簽發銀行本票或即期匯票;或
  - (iv) 如從外幣戶口提款,銀行簽發一張以該貨幣為單位、可向該貨幣所屬國家的銀行提款,並受該國的法律、法規及其政府的措施和限制所規限的支票;或按付款時銀行的現行買入價將該等外幣結算成等值的港元,並以港元支付。
- (c) 任何由外幣戶口以該外幣的現鈔提款均限於提款時該外幣的供應量。
- (d) 銀行支付款項予提交聲稱已由客戶授權簽署、圖記或蓋章的存摺簿或提款單的提款人,應相當於向客戶本人付款,並免除銀行對客戶或任何其他方面的所有責任。

**2. 利息**

- (a) 儲蓄戶口的利息將按戶口結餘計算。利息每日累計並按銀行不時釐訂的利率及時間計算,而累計利息將每月或銀行不時釐訂的時間(或會於非營業日內執行)存入該儲蓄戶口或從該儲蓄戶口扣除(如負利息適用於該類型的存款)。每日利息將按照銀行對有關貨幣的慣例計算,港元、英磅或新加坡元以每年(包括閏年)365日計算利息;而任何其他貨幣,則以每年360日(或銀行選擇任何其他基準)計算利息。如果賬戶在存入或扣除利息當日之前結束,銀行支付或扣除的利息將截至上一個結息月份或任何一個按照銀行認為合適的日期為止。如該利息應由客戶向銀行繳付,銀行有權從任何戶口扣除該負利息,如任何利息扣除使相關戶口出現透支的情況(如適用),客戶有責任應銀行要求及按指定的利率清還所有欠款(連同任何費用及利息)。
- (b) 定期存款(包括「零存進富儲蓄計劃」)的利息在存款期內固定不變,除非客戶與銀行有特別協議,定期存款的利息於到期日支付給客戶。

**3. 收費**

客戶向外幣戶口存入外幣現鈔、支票、匯票、付款憑單或其他款項票據,銀行可按面額收取佣金。

- (ii) 銀行不須對未有執行客戶指示承擔責任,除非未執行指示是由於銀行任何管理人員、僱員或代理人的疏忽或有意行為不當所導致;
- (iii) 如果支票已被收回或銷毀,或需取消停止支付指示時,盡快以書面或任何銀行接受的方式通知銀行;及
- (iv) 支票簽發日期六個月後該指示即告自動取消。

**7. 責任**

- (a) 客戶確認,如果客戶未遵守此等條款和條件和在保管及使用支票以及一般使用戶口時不謹慎而蒙受任何損失,銀行不須承擔責任。
- (b) 銀行無義務承兌任何過期支票(即已開出超過六個月或超過其他慣例規定期限的支票)、任何期票或任何有污損、填寫有誤或塗改後未經客戶全簽確認的支票。如果銀行在其主管人員、僱員或代理人並無疏忽或有意行為不當的情況下承兌上述任何支票,銀行不須因此而對客戶承擔任何責任。

**8. 服務費**

- (a) 銀行因客戶戶口存款不足,或因支票票面上出現不合常規而拒付客戶所開的支票時,銀行可按所定收費收取服務費。
- (b) 銀行可能在適當時可於個別支票戶口收取所有退回支票的手續費。該手續費根據銀行不時釐訂的基準及以該支票戶口所支付超過有關機構不時為該戶口設定的每日上限的總金額計算。

**9. 提款及支付**

- (a) 銀行保留其權利,酌情於任何時間以下述任何方式滿足支票戶口的提款要求:
  - (i) 電匯傳送;
  - (ii) 現鈔付款;
  - (iii) 簽發銀行本票或即期匯票;或
  - (iv) 如從外幣戶口提款時,銀行簽發一張以該貨幣為單位、可向該貨幣所屬國家的銀行提款,並受該國的法律、法規及其政府的措施和限制所規限的支票;或按付款時的銀行買入價,將該等外幣結算成等值的港元,並以港元支付。
- (b) 任何由外幣戶口以該外幣的現鈔提款均限於提款時該外幣的供應量。

**10. 支票結算方式**

- (a) 由客戶所開出並已獲支付的支票,在以電子形式予以記錄後,可由代收銀行或香港銀行同業結算有限公司保留。保留期為與結算所操作有關的規則所列明的期間,而在該期間之後,代收銀行或香港銀行同業結算有限公司(視屬何情況而定)可銷毀該等支票;及
- (b) 銀行獲授權按照上述(a)段條款與包括代收銀行及香港銀行同業結算有限公司訂立合約。
- (c) 銀行可向要求提供已獲支付支票實物正本或副本的客戶,按所定收費收取服務費。
- (d) 銀行不須承擔任何無法出示已獲支付支票實物正本或副本之責任,更不能控制檢索支票所需之時間。

#### 4. 起存額及其後存款

- (a) 客戶應按銀行不時規定的起存額向銀行存入款項。
- (b) 定期存款戶口及其他銀行指定之戶口的其後每次存款、轉賬或提款，應符合銀行不時規定的最低額。

#### 5. 存摺服務

客戶應不時向本行出示存摺補記賬項及核對存摺內所記的記項及戶口結餘是否正確無誤。

#### 乙. 定期存款戶口補充條款和條件

以下之條款和條件(凡文意所需之處)適用於客戶於銀行開立及/或維持的定期存款戶口。

##### 1. 到期存款

- (a) 於定期存款到期前或到期時，客戶可向銀行提供存款到期指示處理定期存款於到期時的本息安排。定期存款的本息可被提取及存入客戶在銀行開立的其他戶口或在銀行與客戶同意下(「零存進富儲蓄計劃」除外)，以本票或其他方式支付予客戶或其他由客戶要求的人仕，而銀行可收取已預先訂明簽發本票或由銀行及客戶同意的其他方式以支付定期存款本息的手續費。
- (b) 如客戶沒有到期指示，到期存款的本息將存入銀行認為適當並以該客戶名稱開立的戶口。該戶口將按適用於銀行不時釐定的一般儲蓄戶口的利率計息。

##### 2. 非營業日

如果存款到期日並非營業日或為星期六，該存款應於下一營業日(不包括星期六)支付，而利息應計至該日(但不包括該日的利息)。

##### 3. 到期前提款或提取部份金額

客戶不得於定期存款到期前提取金額。銀行可行使酌情權允許客戶於定期存款到期前提取全部或部份金額，同時，銀行可收取費用及/或沒收存款的全部或部份已累積的應計利息。

#### 丙. 「零存進富儲蓄計劃」補充條款和條件

以下之條款和條件(凡文意所需之處)適用於客戶於銀行開立或維持的「零存進富儲蓄計劃」戶口。

##### 1. 存款金額及分期存款

- (a) 客戶於開立及/或維持「零存進富儲蓄計劃」戶口時需存入不少於由銀行不時指定的金額的最低起存金額，並維持每月存入不少於由銀行不時指定的金額的最低每月分期存款。及後的所有分期存款必須：
  - (i) 以直接繳款授權方式由客戶於銀行開立的戶口直接授權繳款；或
  - (ii) 如「零存進富儲蓄計劃」之存款為外幣存款，客戶可以現金、本票或支票於銀行任何一間分行繳款。

銀行有權徵收直接授權繳款安排之相關費用及從客戶相關之戶口內扣除此費用。如直接繳款將會於非營業日執行，該繳款將會在隨後的營業日(非星期六)執行。

- (b) 如支付存款、分期供款或到期本利發放或其他情況下需兌換貨幣，兌換金額將不能超過銀行不時規定的每日或每筆交易限額(如有)，並將視乎所需幣種的供應量，而兌換價須按兌換當時銀行提供的匯率計算。銀行保留酌情權接受或拒絕客戶任何兌換的要求，而對因銀行拒絕接受兌換要求而導致客戶蒙受的任何損失或損害，銀行均不須負任何責任。除非銀行與客戶另有協議，客戶須

支付銀行有關貨幣兌換的任何服務收費及銀行的支出，而銀行可直接由相關提存款項扣除該費用。

##### 2. 存款期

「零存進富儲蓄計劃」的存款期分別為由銀行向客戶不時指定的固定存款期。客戶可從該等指定的存款期任擇其一作為其「零存進富儲蓄計劃」的存款期。

##### 3. 利率

- (a) 「零存進富儲蓄計劃」之適用利率在存款期內固定不變，並於開立「零存進富儲蓄計劃」戶口時由銀行訂定。
- (b) 「零存進富儲蓄計劃」的利息每月複息計算，並於存款到期日連本金一併提取。

##### 4. 違約(只適用於及「零存進富儲蓄計劃」)

如客戶於到期存款日未能如期存款，該期存款將不獲發息，直至存款收妥為止。存款必須於下期存款到期前繳付，否則將不被銀行接納。如連續兩期(或銀行不時指定的其他存款期)未能收到客戶存款，客戶的「零存進富儲蓄計劃」戶口內之結餘將立即以銀行不時公佈的普通儲蓄利率計算利息。

##### 5. 提早結束戶口及提取部份款項

- (a) 如開戶三個月(或由銀行不時指定的其他時限)內取消「零存進富儲蓄計劃」戶口，「零存進富儲蓄計劃」將不獲發息，客戶並需繳付終止服務手續費或其他由銀行決定的費用。開戶三個月(或由銀行不時指定的其他時限)後但在存款到期日前取消戶口，「零存進富儲蓄計劃」全數之利息將以下列兩利率之較低者計算，取消戶口當日之普通儲蓄利率或開立戶口時之普通儲蓄利率。
- (b) 「零存進富儲蓄計劃」不可在到期之前提款。任何到期前提款須經銀行酌情批准及遵守銀行所同意的條款，同時，銀行可收取費用及/或沒收存款的全部或部份已累積的應計利息。

### 附件三

#### 「私人財富」/「貴賓理財」/「智選理財」服務

「私人財富」/「貴賓理財」/「智選理財」服務條款及條件，詳情請參閱[www.asia.ccb.com](http://www.asia.ccb.com)或「私人財富」/「貴賓理財」/「智選理財」客戶指南。

銀行不時制定的「戶口及有關服務的條款和條件(個人戶口)」適用於中國建設銀行(亞洲)「私人財富」/「貴賓理財」/「智選理財」服務。

### 附件四

#### 電子理財服務的條款和條件

以下的條款和條件適用於銀行向其客戶提供的電子理財服務。銀行不時制定的“戶口及有關服務的條款和條件”(下稱“條款和條件”)應視為已全文載於本附件，適用於下述情況。

#### 甲. 電子理財服務的一般規定

##### 1. 定義

「自動櫃員機」指自動櫃員機。

「自動櫃員機卡」指由本行發出的銀聯雙幣卡及陸港通龍卡。

「自動櫃員機卡交易」指使用自動櫃員機卡進行的提款、轉賬、付賬、結餘查詢或其他獲准許的交易。

「環球迅匯卡」指發給受益人名下的環球迅匯卡或銀聯環球迅匯卡。

「環球迅匯卡交易」指使用環球迅匯卡進行的提款、結餘查詢或其他獲准許的交易。

「環球迅匯服務」指銀行為任何擬定進行或實際進行的環球迅匯卡交易所提供的任何設施或服務。

「自動櫃員機服務」指銀行為任何擬定進行或實際進行的自動櫃員機卡交易所提供的任何設施或服務。

「受益人」指客戶為進行環球迅匯卡交易而指定為「受益人」的人士。

「受益人戶口」指客戶為進行環球迅匯卡交易而在銀行開立並指定為「受益人戶口」的客戶戶口。

「銀行卡」指自動櫃員機卡或環球迅匯卡，兩者合稱「銀行卡」。

「電腦系統」指進入電子理財服務所需之電腦設備、流動裝置、其他設備或裝置及所有連接或裝載其內之硬件、軟件、應用程式及數據裝置。

「客戶名稱」指用來進行電子理財服務交易的登入名稱。

「特定貨幣」指用以釐定銀行卡戶口結餘的貨幣。

「電子理財指示」指客戶以透過電子理財服務發出的指示。

「電子理財服務」指銀行通過任何方式向其客戶提供的任何銀行服務使客戶可透過自動櫃員機、電腦系統、電話或由其他銀行不時規定可連接銀行系統之裝置向銀行取得資料、發出指示及進行交易，包括但不限於自動櫃員機服務及網上銀行服務。

「電子理財交易」指銀行根據電子理財服務指示進行的交易。

「基本戶口」指客戶為進行環球迅匯卡交易而在銀行開立並指定為「基本戶口」的客戶戶口。

「銀行流動應用程式」指銀行不時指定的流動應用程式軟件。

「網上銀行服務」指銀行透過其網站及/或銀行流動應用程式向客戶提供的服務，客戶可使用電腦系統向銀行取得資料或數據及/或發出指示，包括但不限於透過銀行進行交易。

「私人密碼」指銀行提供給客戶或由客戶自選之個人識別密碼/號碼，用來使用電子理財服務。

「保安編碼」指於有關時間由保安編碼器自動計算和顯示的或向指定流動電話號碼發出之一次性密碼，以用作使用銀行不時指定的某類電子理財服務。

「保安編碼器」指銀行根據客戶要求所提供給客戶用來計算及顯示保安編碼的電子儀器。

## 2. 服務範圍、限額及截數時間

- (a) 客戶須在香港於銀行持有至少一個戶口，銀行才向客戶提供電子理財服務。
- (b) 銀行電子理財服務的**服務範圍及種類、適用的交易限額、適用於個別服務的截數日期及時間以及適用的服務收費**，將由銀行不時為客戶全權決定。
- (c) 除非銀行另作訂明，否則於香港每日截數時間過後或於非營業日進行的任何交易一律於下一營業日處理。
- (d) 銀行可酌情隨時增加、限制、暫停或終止所有或任何電子理財服務，恕不通知客戶。銀行可在任何時間及不給予通知的情況下要求客戶為能使用任何電子理財服務而持有有效的保安編碼器。
- (e) 電子理財服務乃根據條款和條件為客戶提供另一個處理戶口及進行交易的途徑。所有其他關於“客戶戶口的條款和條件”仍然適用，如有任何不一致之處，任何與電子理財服務有關的皆以此電子理財服務的條款和條件為準。
- (f) 在不損本條款和條件其他規定的應用之情況下，不同類別之電子理財服務進一步受由銀行不時訂定之各別條款和條件(如有)所規限。例如網上銀行服務進一步受銀行於其網站或銀行流動應用程式發佈之“網上銀行服務條款和條件”所規限。如本條款和條件及某類別之電子理財服務的條款和條件有任何不一致之處，任何與該類別之電子理財服務有關的皆以後者為準。

## 3. 客戶名稱、私人密碼及保安編碼

- (a) 客戶應採取合理措施以將客戶名稱、私人密碼及保安編碼保密。客戶應該
  - (i) 於收到銀行提供的預設私人密碼時(如有)，依照銀行的指示即時更改由銀行提供的私人密碼(如有)至一個自選的私人密碼；
  - (ii) 設定難以猜測(例如：設定新密碼時，切勿選用如出生日期、電話號碼或客戶姓名中可認知的部份等資料)及有別於其他服務所使用的密碼；
  - (iii) 熟記客戶名稱及私人密碼並銷毀發給客戶的客戶名稱及私人密碼通知(如有)；
  - (iv) 不向任何人透露、分享及容許獲得或使用銀行卡、客戶名稱、私人密碼或保安編碼；
  - (v) 不要不加掩飾地寫下或記錄客戶名稱、私人密碼或保安編碼或將私人密碼儲存在任何裝置，不要將私人密碼與銀行卡放置一起；
  - (vi) 定時更改私人密碼；
  - (vii) 小心行事以避免客戶名稱、私人密碼或保安編碼遭窺視；
  - (viii) 不使用公共或共用個人電腦或流動裝置或公共Wi-Fi進入電子理財服務；
  - (ix) 如銀行向客戶的流動裝置發送保安編碼，不要將該保安編碼傳送至另一流動裝置；
  - (x) 安裝適當的防毒、個人防火牆軟件及其他保安軟件，保護客戶用以進入電子理財服務的裝置；
  - (xi) 如電子理財服務是作商業用途，宜於進行高風險交易前採用雙重監控及授權；

- (xii) 採取防範社交工程技術的措施，避免遭受虛假或可疑電郵、網站或網上理財流動應用程式或偽冒銀行職員或警務人員索取客戶資料(如：客戶名稱、私人密碼或保安編碼)；
- (xiii) 只以在瀏覽器鍵入正確的網站地址或收藏正確的網站供日後存取的方式連結至銀行網站，不要透過電郵內嵌入的超連結、互聯網搜尋器或可疑彈出視窗進入銀行網站；
- (xiv) 只連結至由銀行指定或認可的銀行網站或應用程式商店下載的銀行流動應用程式；及
- (xv) 即時查閱銀行向客戶發出的相關通知及賬單或通知書及最後登入電子理財服務的日期及時間的資料，並在發現不尋常交易或狀況時，在可行情況下盡快致電於銀行網站或銀行流動應用程式發佈之客戶熱線通知銀行

若客戶未能遵守上述措施，客戶可能需要負上由此引起的損失的責任。

- (b) 客戶明白及承認客戶的銀行卡、客戶名稱、私人密碼及/或保安編碼有被未獲授權人士濫用或被用於未獲批准的用途的風險。如果客戶得知或懷疑銀行卡、客戶名稱、私人密碼及/或保安編碼已被揭露給任何未獲授權人士或被任何未獲授權人士取得，或有人用銀行卡、客戶名稱、私人密碼及/或保安編碼作出任何未獲授權的指示或交易，客戶應在合理可行情況下儘快通知銀行。若客戶未能在合理可行情況下儘快通知銀行該等事情，或存在欺詐或嚴重疏忽行為，一切由他人使用銀行卡、客戶名稱、私人密碼及/或保安編碼進行的所有未經授權交易及所引致的直接損失，可能需由客戶負責。
- (c) 在銀行如上述(b)款所述收到通知並且有合理機會就該通知採取行動之前，他人使用銀行卡、客戶名稱、私人密碼及/或保安編碼發出的所有指示將被銀行所依賴或執行，且不可撤回。假如所使用的銀行卡、客戶名稱、私人密碼及/或保安編碼正確，銀行並無責任核證向銀行作出指示的人士的身份或授權。
- (d) 客戶的銀行卡、客戶名稱、私人密碼或保安編碼於未被客戶更改或取消(以銀行已收到客戶的更改或取消通知且銀行有合理機會就通知採取行動為條件)或被銀行或其他發出機構取消之前將一直有效。
- (e) 為了協助減低有關使用電子理財服務時互聯網的相關風險，銀行可設定(及不時更改)限制及/或更改交易的限額、認可轉賬的戶口及其他電子理財服務的功能及/或設立用戶的要求。
- (f) 在不損害第3(a)條的情況下，客戶承諾秉誠行事並採取合理程度的謹慎作下列事宜：
  - (i) 安全保管客戶名稱、保安編碼器、保安編碼、私人密碼及電子理財服務；
  - (ii) 確保只會以銀行所認可的方法及程序進入電子理財服務；
  - (iii) 確保沒有其他人在未授權的情況下進入電子理財服務(不論以電腦系統或其他方式)，包括但不限於保安編碼器、保安編碼或其他進入電子理財服務之認證；
  - (iv) 使用任何保安編碼器、軟件、電腦系統、用戶指引或銀行向客戶提供之任何其他設備，以便客戶可執行任何交易，及按銀行要求立即向銀行交還該等設備；



- (v) 當客戶登出或離開銀行網站及/或銀行流動應用程式時，確保瀏覽器、貯藏記憶及/或應用程式貯藏記憶(視乎情況而定)會被清除；
- (vi) 當客戶每一次使用銀行網站及/或銀行流動應用程式後，立即登出銀行網站及離開瀏覽器及/或登出銀行流動應用程式(視乎情況而定)；及
- (vii) 遵守及作出銀行不時施行之保安措施。

#### 4. 暫停或終止服務

在客戶結清戶口時或在銀行有合理理由時，無須給予客戶事先通知或理由，銀行可酌情限制、暫停或終止電子理財服務的任何部份。若客戶要暫停或終止任何電子理財服務，須在向銀行發出通知而且銀行有合理機會根據該通知行事之後才生效。客戶若因任何原因自願或非自願暫停或終止任何電子理財服務而蒙受或引致任何損失或損害，銀行概不承擔責任。但有關自動櫃員機服務或環球迅匯服務的終端機或其他系統有故障，而該故障並不明顯及沒有依據銀行或操作該終端機或其他系統之有關人士的正常慣例向客戶顯示警告所引致而客戶因此而蒙受的直接損失則除外。

#### 5. 聯名戶口

- (a) 對於只需一名戶口持有人簽字就可運用的聯名戶口，經任何一名或多名戶口持有人要求，每名申請人將獲發出：
  - (i) 獨立的自動櫃員機卡或環球迅匯卡及有關的私人密碼；及
  - (ii) 獨立的電子理財服務客戶名稱、私人密碼及保安編碼器(如適用)。
- (b) 須經兩名或以上戶口持有人簽字才可運用的聯名戶口將不享有電子理財服務。

#### 6. 查詢利率資料

- (a) 銀行提供任何電子理財服務時所報的任何匯率、貸款利率或息率僅供參考用，除非經銀行確認，否則對銀行並無約束力。如果客戶在電子理財交易中接受上述經確認的匯率、貸款利率或息率，則上述經確認的匯率、貸款利率或息率對客戶有約束力，儘管銀行可能在有關時間通過其他通訊方法報出了不同的匯率、貸款利率或息率。
- (b) 透過電子理財服務提供的任何戶口或電子理財交易有關的資料僅供客戶參考。銀行有關客戶使用電子理財服務的紀錄以及與客戶戶口有關的所有買賣及交易，在並無出現相反情況下應屬定論，並對客戶構成約束力。

#### 7. 錄音、記錄及參考號碼

錄音、記錄及參考號碼銀行有權以任何方式記錄銀行與客戶或任何代表客戶行事的人士之間所有的電子理財指示，並按銀行認為需要的期限保存此等記錄。銀行就此提供的任何參考號碼(如有)，僅為確認及作客戶參考之用。

#### 8. 電子理財指示

- (a) 如客戶需要作出任何電子理財交易，客戶必須(在銀行要求下)提供客戶名稱、私人密碼、保安編碼及其他銀行要求的資料作出適當的電子理財指示。電子理財指示必須按照銀行規定的方式發出並且銀行已實際接收，否則不應被認為已被銀行所接收。
- (b) 每一項電子理財交易將於銀行發給客戶的每月賬單中列出。

- (c) 未經銀行同意，任何電子理財指示一經客戶透過電子理財服務發出，即不可修改、取消或收回。銀行已真誠遵行的任何該等電子理財指示乃屬不可撤銷並對客戶具有約束力，無論任何人聲稱其為客戶發出。如對任何電子理財指示的內容有任何爭議，應以銀行的有關記錄作為該內容的確實證據。
- (d) 銀行將只執行對於銀行為切實可行或合理可行的電子理財指示，並只按其正常業務慣例及程序執行。除非銀行另作訂明，否則銀行在某一類別服務的適用截止時間及/或日期或正常營業時間之外或在非營業日收到的任何電子理財指示將被視為於下一個營業日收到。
- (e) 客戶須為一切行動或疏忽負責，並保證遵守有關申請表及本條款及條件的規定。
- (f) 雖然銀行會合理地努力確保電子理財指示被適時執行，但數據在網上的傳遞可能有時間的差距。電子理財服務亦可能會受到干擾、硬件或軟件失靈、誤差、傳遞阻塞、因互聯網線路繁忙導致傳遞延遲或因互聯網的公開性質導致數據傳遞錯誤、市場交易量或波動、系統故障、提升或維修或其他原因所影響(並可能因而導致指示、通訊或資料的處理及/或傳遞上產生故障或延誤)。因此電子理財指示未必可以在其發出之時及時被執行甚至不能被執行，銀行並不會就轉賬金額存入到受讓方賬戶的實際時間而負任何責任。
- (g) 雖然銀行已盡力避免電子理財服務被中斷，但銀行的電子理財服務仍可能發生故障或延誤或間歇性的機件失常或運作中斷。在此情況期間，客戶應以其他方法作出指示或作出查詢，例如聯絡銀行分行或熱線。如電子理財服務系統失靈，銀行可能取消客戶作出的任何電子理財指示。銀行可能(但無責任)以任何銀行認為合適的方法(包括但不限於電郵或短訊)通知客戶電子理財指示已被取消。但在任何情況下，銀行不會就取消電子理財指示、或沒有就取消電子理財指示作出通知或客戶無法收到取消電子理財指示的通知)無論是否因為客戶沒有提供有效的電郵地址及/或可接收短訊的流動電話號碼)而負上任何責任。客戶應自行檢查戶口的狀況及電子理財指示有否被執行。

#### 9. 客戶的承諾、聲明及保證

- (a) 客戶承諾在使用電子理財服務時遵守此等條款和條件以及銀行不時規定的有關電子理財服務的使用政策及程序。
- (b) 客戶承諾不干擾、修改、解讀、反向解構或以其他方式改動或擅自進入電子理財服務、銀行網站、銀行流動應用程式的任何部分或其中之任何軟件。如果客戶違反此項承諾，銀行有權終止客戶使用電子銀行服務，不必通知客戶，並可對客戶採取法律行動。
- (c) 客戶使用任何電子理財服務時一旦遇到任何不正常情況或困難，客戶應儘快通知銀行。
- (d) 客戶向銀行聲明及保證，客戶使用電子理財服務時將符合一切適用法律、規則及法規，以及電子理財服務適用的用戶手冊、政策及程序、本條款和條件及客戶與本銀行訂立的任何其他協議(可不予時以修訂)。

#### 10. 客戶的責任

- (a) 銀行將參照不時適用於銀行的任何法律、規則、條例、指引、通告、行為守則和市場通行慣例，採取合理可行的措施，確保其有關電子理財服務的系統安裝有足夠的保安設施，並對操作系統時的風險加以控制和管理。

- (b) 在條款和條件第12.2條的前提下及不影響本附表甲部第3條的情況下，如果客戶方面並無嚴重疏忽、欺詐或錯誤，例如客戶未能妥善保管接駁電子理財服務的設備，則客戶將無須負責其因任何未經授權的電子理財服務所蒙受的任何直接損失。
- (c) 客戶須賠償銀行、其管理人員、僱員及銀行委派的任何其他人士就有關銀行提供電子理財服務及/或銀行根據本條款及條件行使其權力及權利而可能引致的一切訴訟、債務、索償、訴求、損失、損害賠償及稅務費用及任何銀行因此而合理引起的合理費用及支出(包括法律費用)，除非該等債務、索償、費用、損害賠償、支出、訴訟或司法程序直接因銀行的管理人員、僱員或代理人員的疏忽或故意犯錯造成，而客戶方面並無嚴重疏忽、欺詐或錯誤。

## 11. 保安編碼器的擁有權

保安編碼器是及在任何時候均屬銀行財產並由銀行決定發出，客戶應在銀行要求時立即將之退還銀行。客戶須自行保管其保安編碼器，不可准許除客戶之外的任何其他人士使用該保安編碼器。

## 12. 保安編碼器遺失或被竊

如果客戶的保安編碼器遺失或被竊，客戶應在合理可行情況下儘快撥打銀行不時規定的電話號碼通知銀行，並在銀行要求時作出書面確認。如客戶未能在合理可行情況下儘快向銀行知會該等事項，或在其他情況下有欺詐或嚴重疏忽的行為，在可能情況下，因客戶所失之保安編碼器進行的所有未經授權交易所引致的直接損失，一律可能需由客戶負責。銀行補發新保安編碼器時可收取費用。

## 乙. 自動櫃員機服務和環球迅匯服務

### 1. 自動櫃員機卡或環球迅匯卡的使用

- (a) 自動櫃員機卡或環球迅匯卡於以下地方使用：
- 銀行、銀通或中國內地銀聯自動櫃員機網絡所設置或擁有的任何自動櫃員機；
  - 易辦事(香港)有限公司(“EPSCO”)或中國銀聯網消費系統或銀行所指定的銷售點終端機；或
  - 由銀行通知客戶的任何其他以電子技術進行付款或轉賬的裝置或終端機。
- (b) 自動櫃員機卡或環球迅匯卡均不可轉讓。

### 2. 電子付款系統

- (a) 銀行有權決定適用的交易限額，並有酌情權決定增加或更改交易限額。如有任何商戶拒絕接受或承付自動櫃員機卡，或如有自動櫃員機、銷售點終端機或任何其他裝置、終端機或相關設備出現故障或失靈，概不由銀行負責，此外，使用自動櫃員機卡獲得或購買的任何商品或服務的所有權、適銷性、質量、適用性、充分性亦不由銀行負責。
- (b) 客戶如就通過銷售點終端機購買的商品或服務對商戶有任何投訴，必須直接與有關商戶解決，不得將其對任何商戶的索償變為向銀行要求抵銷、索償或反索償。

### 3. 銀行卡的擁有權

銀行卡是及在任何時候均屬銀行財產並由銀行決定發出，客戶應在銀行要求時立即將之退還銀行。客戶須自行保管其銀行卡(環球迅匯卡則由受益人保管)，不可准許除客戶(或受益人，如對環球迅匯卡而言)之外的任何其他人士使用。

### 4. 銀行卡遺失或被竊

如果客戶的任何銀行卡遺失或被竊，客戶應在合理可行情況下儘快撥打銀行不時規定的電話號碼通知銀行，並在銀行要求時作出書面確認。如客戶未能在合理可行情況下儘快向銀行知會該等事項，或在其他情況下有欺詐或疏忽的行為，他人使用客戶所失銀行卡進行的所有未經授權交易所引致的直接損失，可能需由客戶負責。銀行補發新銀行卡時可收取費用。

### 5. 自動櫃員機沒收銀行卡

在某些情況下，自動櫃員機可能會沒收銀行卡或拒絕客戶擬進行的交易，此等情況包括銀行卡有損或過期，或輸入了不正確的私人密碼，或客戶戶口因銀行卡已被報失或報竊而有警告提示。如果發生上述情況，客戶應聯絡銀行的任何分行或電話銀行服務中心要求援助。

### 6. 以外幣交易

如以特定貨幣以外的貨幣進行自動櫃員機卡交易或環球迅匯卡交易，銀行將：

- 按兌換當日銀行及/或網絡供應商確定的匯率，把該交易金額折算為特定貨幣；或
- 如涉及任何從海外自動提款機作提款或聯網消費作消費交易，分別參考Visa /銀通或中國銀聯及/或其他中介人或服務供應商於折算當日釐定的匯率，加上銀行徵收的百分率，連同分別由Visa/銀通或中國銀聯及/或其他中介人或服務供應商向銀行收取的交易費用計算，把該交易金額折算為特定貨幣，並從適當的客戶戶口扣取。

## 只適用於自動櫃員機卡

### 1. 自動櫃員機卡交易的戶口扣數

客戶授權銀行直接從客戶指定的戶口扣除使用自動櫃員機卡進行的任何提款、轉賬或其他交易，包括通過自動櫃員機進行的任何交易或通過銷售點終端機購買商品或服務。任何自動櫃員機服務或任何自動櫃員機卡交易的有關費用及收費亦將於到期應付時從該指定戶口或客戶於銀行開設的其他戶口扣數，且不可退還。

## 只適用於環球迅匯卡交易

### 1. 環球迅匯卡交易的戶口扣數

任何環球迅匯卡交易所涉及的款項將從受益人戶口扣除。任何環球迅匯服務或任何環球迅匯卡交易的全部有關費用及收費將於到期應付時從基本戶口，受益人戶口或客戶於銀行開設的其他戶口扣數，且不可退還。

### 2. 對便利及服務負責

向受益人名下提供的環球迅匯卡和私人密碼將被視同向客戶提供。客戶應視受益人為客戶自己一樣，確保受益人對有關的私人密碼妥善保管及保密並安全使用環球迅匯卡。客戶須對環球迅匯服務以及有關戶口項下所獲得的一切服務以及銀行按客戶要求所發給的所有環球迅匯卡和私人密碼負責。用環球迅匯卡進行所有環球迅匯卡交易將對客戶有約束力。如受益人未能遵守上述關於環球迅匯卡及私人密碼的保安措施，客戶需對由未經授權的環球迅匯卡交易所引至的所有損失承擔責任。

### 3. 受益人的權利

受益人除能夠從受益人戶口提款和查詢受益人戶口結餘之外，對基本戶口或受益人戶口並無其他權利。

## 丙. 支援現金存款及/或存入支票服務的自動櫃員機

### 1. 存入現金及/或支票

- (a) 在本行核實後方存入客戶的戶口，而該等核實不一定在存款當日進行。客戶需要在款項存入戶口後才可提取或運用該等款項，惟本行保留核對及/或更正有關交易之權利；
- (b) 所有存入的任何支票僅作託收用途；有關款項須經清算及過賬後方可提取或轉賬，清算工作並不限定在存入支票當日進行；自動櫃員機在接受客戶或第三方以現金或支票存款後所發出的客戶記錄，只反映客戶或第三方的指示及記錄客戶或第三方進行存款時所輸入的資料。該等客戶記錄的正確性在任何情況下均不可約束本行；
- (c) 本行可酌情決定所有交易的交易日期，並可拒絕任何透過自動櫃員機的任何交易及/或存入的任何現金及/或支票；及
- (d) 客戶同意須負全部責任及向本行完全承擔因客戶使用自動櫃員機卡及/或自動櫃員機存款或其有關事宜而導致的所有的爭執、訴訟、費用、支出、損失、索償、損毀及要求。

2. 自動櫃員機不接受存入本行指定貨幣以外之現鈔及輔幣，本行將不會對客戶使用或嘗試使用自動櫃員機存入該類款項而引致之一切後果負責。

## 附件五

### 人民幣銀行服務的條款和條件

以下的條款和條件(下稱“補充條款”)適用於銀行向其客戶提供的人民幣銀行服務。銀行不時制定的“戶口及有關服務的條款和條件(個人戶口)”(下稱“條款和條件”)應視為已全文載於本附件，適用於下述情況。

#### 1. 服務範圍及金額限制

- (a) 銀行有絕對酌情權去不時釐定其所提供的人民幣銀行服務範圍及種類，交易限制，適用利率及服務收費。
- (b) 銀行可酌情隨時增加、限制、暫停或終止任何或所有人民幣銀行服務。
- (c) 如客戶的居民身份已改變為香港身份證持有人，銀行保留酌情權利去暫停該人民幣戶口的服務或更改該人民幣戶口的身份。

#### 2. 開立戶口

- (a) 銀行可為客戶開立不多於一個人民幣支票戶口。銀行亦可為客戶開立人民幣儲蓄戶口及接受客戶以定期存款存入人民幣，但須根據銀行不時訂定的每日支付及每日交易上限。
- (b) 客戶在銀行開立的人民幣儲蓄及/或支票戶口及其有關事項，須受客戶簽署的戶口開立表格或委託書，條款和條件及補充條款(可根據條款和條件第14項條文不時加以修改和補充)以及香港適用法律的限制。

#### 3. 起存額及其後存款

- (a) 客戶應按銀行不時規定的起存金額向銀行存入人民幣現鈔或支票或轉賬或由港元經銀行以存款時的兌換價兌換之人民幣款項。
- (b) 存入之人民幣現鈔必須為銀行接受的版本及面額。銀行有絕對酌情權接受或不接受客戶的人民幣現鈔。
- (c) 定期存款戶口及銀行指定之其他存款種類的其後每次存款，轉賬或提款，應符合銀行不時規定的最低金額。
- (d) 客戶可通過提存人民幣鈔票及/或銀行間人民幣轉賬從人民幣戶口提存款項作認購、收購、賣出人民幣財富管理產品及/或償付人民幣財富管理產品之本金及利息之用途。

#### 4. 人民幣支票戶口

- (a) 受制於第4(b)項條文，如一張或多張支票的付款總額超過銀行不時釐定的人民幣支票戶口的每日可支付上限，銀行將拒絕支付。客戶需繳付所有退回支票的銀行服務收費。
- (b) 客戶發出人民幣支票支付香港的支出並不受制於第4(a)。

#### 5. 人民幣兌換

- (a) 銀行可按客戶的要求，以銀行即時的兌換價為客戶提供人民幣兌換港元或港元兌換人民幣的兌換服務。銀行是否接納兌換的要求將視乎所需幣種的供應量及兌換金額有否超過銀行不時規定的每日或每項交易限額。銀行保留其權利，酌情隨時接受或拒絕客戶任何兌換的要求。
- (b) 客戶遞交給銀行作兌換港幣之用的人民幣現鈔，必須為銀行所接受的版本及面額。銀行保留權利拒絕兌換客戶交來之任何人民幣現鈔。

- (c) 所有由於兌換交易而令銀行產生之合理金額的損失、損害、索償、成本、費用概由客戶立即賠償及支付及銀行亦可於兌換交易完成後即時從客戶之戶口中扣除。
- (d) 除非損失或損害是直接由於銀行的疏忽及故意的行為而引起，否則銀行不須為銀行提出拒絕接受兌換要求而導致客戶蒙受的任何損失或損害負上任何責任。

6. 匯款服務

- (a) 銀行可就客戶的要求，把客戶於銀行開立之人民幣戶口內的款項，匯至客戶於中國內地或香港以外其他地方，但該等匯款須受制於中國內地的條例及規定或收款地方的相關管轄權限。每一筆人民幣匯款必須依照銀行不時指定的條件進行，同時累積的匯款額不能超過銀行不時規定的限額。銀行不須遵守並有權拒絕接受任何不符合本補充條款及/或法例的人民幣匯款至中國內地或香港以外其他地方的指示。
- (b) 客戶承認，當銀行向客戶提供人民幣匯款服務至中國內地或香港以外其他地方時，銀行只是擔當代理人的角色。對於中國內地或香港以外其他地方收款銀行的運作或收取的服務費，並無任何控制權。客戶同意及確認，所有電匯至中國內地或香港以外其他地方的人民幣匯款將受中國內地或香港以外其他地方不時訂明的貨幣管制或約束所限及客戶同意遵守及依從該等守則及條例。
- (c) 客戶應自行負責向銀行提供收款人的資料及自行負責其準確性。客戶確認如匯款被收款銀行退回，或客戶所提供之中國內地或香港以外其他地方的銀行戶口資料失實，或客戶累積匯款金額(經銀行或其他在香港的金融服務中介人)超過中國內地或香港以外其他地方的有關當局的規定的限額，電匯將不能生效及匯款將被退回。任何因退回匯款而產生的收費或費用，概由客戶支付，並從退還款項中扣除。客戶已繳付之電報費與其他費用及佣金將不獲退還。
- (d) 若客戶的人民幣匯入款項通知是在銀行不時規定的截止時間前收到，匯款將被存入客戶於銀行開立的人民幣戶口內，否則人民幣匯入款項會於下一個工作天處理，並被存入客戶於本行開立的人民幣戶口內。銀行可就每項匯入款項向客戶徵收匯款服務費。銀行亦可行使酌情權，於客戶的銀行戶口中扣除有關匯款服務費。

電子支票條款和條件

以下的條文適用於銀行有關電子支票的服務。銀行不時制定的“戶口及有關服務的條款和條件(個人戶口)”(下稱“條款和條件”)應視為已全文載於本附件，適用於下列情況。條款和條件中適用於實物支票或適用於銀行一般服務的條文，凡內容相關的且不與本附件條文不一致的，將繼續適用於電子支票及銀行的電子支票存入服務。就電子支票存入服務而言，若本附件的條文跟條款和條件的條文出現不一致，均以本附件的條文為準。

1. 定義

就電子支票存入服務為目的，下列詞語具下列定義：

「匯票條例」指香港法例第19章〈匯票條例〉，可被不時修訂。

「結算所」指香港銀行同業結算有限公司及其繼承人及受讓人。

「存入途徑」指銀行不時提供用作出示電子支票以求存入的任何途徑。

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

「電子支票存入服務」指由銀行不時向客戶為存入電子支票而提供的服務。

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

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

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

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

「受款人銀行」指受款人戶口所在的銀行。

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

「付款人銀行」指為其客戶簽發的電子支票作出數碼簽署的銀行。

2. 電子支票存入服務的性質及範圍

- (a) 銀行可選擇提供電子支票存入服務。如銀行向客戶提供電子支票存入服務，客戶可以存入電子支票。為使用電子支票存入服務，客戶須提供銀行及結算所分別不時要求或指定的資料及文件，並須接受銀行及結算所分別不時要求或指定的條款及細則。客戶亦可能需要簽署銀行不時指定的表格及文件。

- (b) 電子支票存入服務讓客戶及其他人士可按下列第3條使用結算所提供的電子支票存票服務或使用銀行的存入途徑出示電子支票(不論向客戶及/或受款人戶口的任何其他持有人支付)以存入銀行(作為受款人銀行)。

- (c) 銀行可為銀行不時指定的貨幣(包括港幣、美元或人民幣)簽發的電子支票,提供電子支票存入服務。
- (d) 銀行有權不時設定或更改使用電子支票存入服務的條件。該等條件可包括下列各項(或任何一項):
  - (i) 電子支票存入服務的服務時間(包括出示電子支票的截止時間);及
  - (ii) 客戶須就電子支票存入服務支付的任何費用。

### 3. 電子支票存入服務

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

- (c) 銀行的存入途徑
 

銀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。

### 4. 電子支票的處理、相關風險及銀行的責任

#### (a) 電子支票的處理

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

#### (b) 銀行責任的限制

在不減低條款和條件效果的情況下:

- (i) 客戶或任何其他人士因使用電子支票存入服務,或客戶或任何其他人士通過銀行向客戶提供的存入途徑出示的電子支票的處理、辦理、出示、支付、收取、交收或結算,或與上述事宜有關而可能引致或蒙受的任何種類的損失、損害或開支,銀行無須負責,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銀行或銀行人員、僱員或代理的疏忽或故意失責導致;
  - (ii) 為求清晰,現明確如下,客戶或任何其他人士就下列事宜(或任何一項)或與其相關的事宜,而可能引致或蒙受的任何種類的損失、損害或開支,銀行無須負責:
    - (1) 客戶或任何其他人士使用電子支票存票服務,或與電子支票存票服務條款相關的事宜;
    - (2) 客戶未遵守有關電子支票存入服務的責任;
    - (3) 按業界規則及程序出示向客戶簽發的電子支票,而無須顧及匯票條例的條文;及
    - (4) 任何由於或歸因於銀行可合理控制情況以外的原因導致未能提供或延遲提供電子支票存入服務,或導致電子支票存入服務的任何錯誤或中斷;及
  - (iii) 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,銀行均無須向客戶或任何其他人士負責。
- (c) 客戶的確認及彌償
- (i) 客戶須接受銀行及結算所分別就電子支票存入服務及結算所提供的服務施加的責任限制及免責條款。客戶須接受及同意,承擔存入電子支票的風險及責任。
  - (ii) 在不減低客戶在條款和條件,銀行與客戶簽訂的有關銀行服務協議的任何其他文件提供的任何彌償,或於銀行享有的任何其他權利或補償的情況下,銀行及銀行人員、僱員及代理(或任何一人)有關或因銀行提供電子支票存入服務或客戶使用電子支票存入服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支(包括全面彌償引致的法律費用及其他合理開支);以及銀行及銀行人員、僱員及代理(或任何一人)可能提出或被提出的所有法律訴訟或程序,客戶須作出彌償並使銀行及銀行人員、僱員及代理(或任何一人)免受損失。
  - (iii) 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銀行或銀行人員、僱員或代理的疏忽或故意失責導致,上述彌償即不適用。
  - (iv) 上述彌償在電子支票存入服務終止後繼續有效。