

条款和条件

Terms & Conditions

中国建设银行（亚洲）
「陆港通龙卡」服务条款及条件

China Construction Bank (Asia)
Terms and Conditions For
Cross Border Long Card Service

中国建设银行（亚洲）「陆港通龙卡」服务条款及条件

1. 总则

由中国建设银行（亚洲）股份有限公司（「中国建设银行（亚洲）」）及中国建设银行股份有限公司（「中国建设银行」）共同提供的「陆港通龙卡」服务以及透过有关服务进行的交易须受下述条件及条款所限：-

- (a) 中国建设银行（亚洲）的「户口及有关服务的条款和条件（个人户口）」及/或由客户与中国建设银行（亚洲）不时订立的其它有关文件；
- (b) 不时在中国建设银行（亚洲）网站登载有关「陆港通龙卡」服务的免责及私隐声明、有关个人资料（私隐）条例之客户通告及个人资料收集声明；
(a)及(b)项统称为「中国建设银行（亚洲）一般条件」)
- (c) 中国建设银行（亚洲）就「陆港通龙卡」服务所发出之本条款与条件及《中国建设银行（亚洲）「陆港通龙卡」服务申请表》内的细则及客户声明；
- (d) 中国建设银行不时发出并适用于所有中国建设银行账户持有人的账户一般条款及条件；
- (e) 《中国建设银行龙卡借记卡章程》、《中国建设银行陆港通龙卡章程》、《中国建设银行「陆港通龙卡」服务条款及条件》及《中国建设银行「陆港通龙卡」服务申请表》内的细则及客户声明；
- (f) 中国建设银行（亚洲）及/或中国建设银行不时就「陆港通龙卡」服务发出的条款与条件。

除非本文件另行界定，中国建设银行（亚洲）一般条件内使用及界定的词汇及用语于本文使用时应具有相同涵义。如本条款及条件与中国建设银行（亚洲）一般条件有任何歧异，概以本条款及条件为准。如任何由中国建设银行（亚洲）发出的条款与由中国建设银行发出的条款有歧异，以受影响之账户所属的银行的条款为准。如(a)至(f)项任何条款与中国的适用法律、法规、规例及外汇管制有歧异，概以后者为准。

2. 释义

于本条款及条件：

「陆港通龙卡」账户 指根据本条款及条件以客户名义于中国建设银行（亚洲）开立、操作及保存的账户；

「陆港通龙卡」 指中国建设银行（亚洲）向客户发出让客户透过自动柜员机、销售点终端机或中国建设银行（亚洲）不时指定的任何其它装置或设备（统称为「进入账户终端机」）进入「陆港通龙卡」账户及/或使用服务的借记卡；

「指示」 指客户透过计算机、进入账户终端机、电话、手机或接驳中国建设银行（亚洲）银行系统的任何其它装置、机器或设备或中国建设银行（亚洲）不时指定的任何途径向中国建设银行（亚洲）发出的指示；

「私人密码」 指中国建设银行（亚洲）向客户发出或由客户选择以进入「陆港通龙卡」账户及/或使用服务的任何个人识别号码；

「服务」 指中国建设银行（亚洲）在本条款及条件规限下不时提供的银行及任何其它服务（不论任何类别及性质）；及

「交易」 指中国建设银行（亚洲）根据指示执行的交易。

3. 「陆港通龙卡」账户

- 3.1 客户可在本条款及条件规限下开立及操作「陆港通龙卡」账户。
- 3.2 中国建设银行（亚洲）保留唯一及独家权利决定是否接受客户于中国建设银行（亚洲）开立「陆港通龙卡」账户的申请。当中国建设银行（亚洲）及中国建设银行接受客户申请并均为客户开立账户，客户可使用同一「陆港通龙卡」于中国建设银行及中国建设银行（亚洲）操作其银行账户，以及使用指定的银行服务。
- 3.3 客户谨此授权中国建设银行（亚洲）从其于中国建设银行（亚洲）及中国建设银行的「陆港通龙卡」账户中的结余扣除款项，并将扣除的款项按现行汇率兑换为另一货币，以执行客户向中国建设银行（亚洲）发出的过户或提款指示或支付任何交易下的任何款项。
- 3.4 客户谨此授权中国建设银行从其于中国建设银行（亚洲）及中国建设银行的「陆港通龙卡」账户中的结余扣除款项，并将扣除的款项按现行汇率兑换为另一货币，以执行客户向中国建设银行发出的过户或提款指示或支付任何交易下的任何款项。
- 3.5 客户接受及知悉在若干情况下中国建设银行（亚洲）或中国建设银行可视「陆港通龙卡」账户为不动账户，而中国建设银行（亚洲）及中国建设银行各自对将其管理的「陆港通龙卡」账户列为不动账户的情况可能具有不同准则。客户可向有关银行查询将「陆港通龙卡」账户列为不动账户不时适用的规定情况。

4. 服务范围、限制及截止时间

- 4.1 「陆港通龙卡」账户提供的服务范围、适用于特定类别的服务或交易的交易限额及限制、适用费用及开立「陆港通龙卡」账户及有关的账户特色将由中国建设银行（亚洲）及中国建设银行各自按其绝对酌情权不时厘定。
- 4.2 中国建设银行（亚洲）及中国建设银行提供或进行的任何服务或交易的截止时间将在考虑两家银行的有关规则后厘定。
- 4.3 中国建设银行（亚洲）及中国建设银行在按照第16条发出事先通知下可酌情于任何时间增加、限制、暂停或终止所有或任何其向客户提供的服务。

5. 陆港通龙卡

- 5.1 「陆港通龙卡」于任何时间均为发行银行的财产，发行银行可于任何时间取消或撤销「陆港通龙卡」。客户如收到发行银行要求，须立即将「陆港通龙卡」交还该银行。
- 5.2 客户应确保安全地保管「陆港通龙卡」，并不得允许任何人士使用「陆港通龙卡」。

- 5.3 在第5.4条规限下，客户须于任何情况及时间对涉及任何人士（不论经客户授权与否）使用「陆港通龙卡」的所有交易负责。
- 5.4 如遗失「陆港通龙卡」或「陆港通龙卡」被窃，客户应透过银行各自不时指定的有关途径通知中国建设银行（亚洲）或中国建设银行（视情况而定）。如中国建设银行（亚洲）及/或中国建设银行有所要求，客户应以书面确认有关通知。于中国建设银行（亚洲）及/或中国建设银行实际收到有关通知及有合理机会就有关通知采取行动前，客户须对涉及任何人士使用「陆港通龙卡」的所有交易负责。中国建设银行（亚洲）保留就发出新卡而收取费用的权利。
- 5.5 中国建设银行（亚洲）毋须就任何零售商拒绝就提供予客户的货品及/或服务接纳或承认「陆港通龙卡」负责，中国建设银行（亚洲）亦毋须对零售商提供的货品及/或服务在任何方面负责。客户对任何零售商的任何投诉或申索必须由其本身与有关零售商解决，这些对零售商的申索不能构成客户对中国建设银行（亚洲）提出的抵销或反申索。
- 6. 互联网及电话银行服务**
- 6.1 客户可根据中国建设银行（亚洲）不时规定的有关条款及条件进入银行网站操作 / 查询「陆港通龙卡」账户及使用服务。
- 6.2 客户应自行购买合适的计算机设备、软件及连接互联网，以进入「陆港通龙卡」账户。客户须支付就透过互联网进入「陆港通龙卡」账户所产生的所有电话、互联网服务及其它收费，且须遵守有关保安措施，以防止未经授权进行的交易，以及须采用中国建设银行（亚洲）不时建议的有关保安传输协议。
- 6.3 客户可根据中国建设银行（亚洲）不时规定的有关条款及条件透过电话银行服务操作 / 查询「陆港通龙卡」账户。
- 6.4 在下文第6.5条规限下，于中国建设银行（亚洲）收到客户表示其遗失或泄露其客户代号及/或密码及有合理机会就有关通知采取行动前，客户须对涉及及使用其客户代号及/或密码所有交易（不论透过互联网或电话银行服务进行）负责。于中国建设银行（亚洲）收到遗失通知及有合理机会就有关通知采取行动前，由任何人士透过使用其客户代号及/或密码向中国建设银行（亚洲）发出的所有指示或指令将被中国建设银行（亚洲）倚赖及进行，且不可撤回并对客户具有约束力。如使用正确的客户代号及/或密码，中国建设银行（亚洲）并无责任核实发出指示或指令人士的身分或权限。客户的客户代号或密码于其更改或中国建设银行（亚洲）取消前仍然有效。
- 6.5 如客户(i)欺诈；或(ii)严重疏忽（例如，在不限前文之一般性下，未能妥善地保护其客户代号或密码或进入银行网站的其它装置或密码；或由于其它原因未能遵从下文第7条所述的任何一条或以上预防措施），客户须就透过其账户进行的任何交易而蒙受的所有损失负责。
- 6.6 尽管中国建设银行（亚洲）将合理地尽力确保指示能及时执行，在网上传输数据（包括但不限于人民币/港元汇率及其它有关数据）可能有所延迟，而于执行指示时的有

关资料 / 数据可能与客户发出指示时的不同。「陆港通龙卡」服务亦须承受由于干扰、硬件或软件故障、错误、传输中断、由于互联网流量而引致的传输延误或由于互联网的公众性质而导致传输不正确的数据、市场交投量或波动性、系统故障或升级或维护或其它原因（而导致无法或延迟处理及/或传送指令、通讯或资料）。因此，客户指示可能无法于客户所示的时间或交易价执行。

- 6.7 「陆港通龙卡」服务的互联网服务可能无法或延迟提供或遇到间歇性故障或中断。于有关期间，客户应以其它方法（如联络银行分行及使用热线）发出其指示或进行查询。倘「陆港通龙卡」服务的系统故障，中国建设银行（亚洲）可取消客户在网上作出的任何指示。中国建设银行（亚洲）可透过银行认为适合的任何途径（包括但不限于发出电邮通知或透过短讯服务发出短讯）合理地尽力通知客户有关取消指示的事宜，但不会就取消有关指示或客户未能收到有关取消指示的通知（不论是否由于客户未能提供可透过短讯服务收到短讯的有效电邮及/或手机号码）承担任何法律责任或责任。
- 6.8 此外，中国建设银行（亚洲）可无需事先通知于任何时间酌情（酌情权须合理地行使）暂停或终止「陆港通龙卡」服务或其任何部分或暂停或终止客户使用「陆港通龙卡」服务或其任何部分或拒绝让客户就「陆港通龙卡」服务下的任何特定服务发出指示，而中国建设银行（亚洲）并毋须就此对客户负责。
- 7. 保安责任**
- 7.1 客户应将私人密码保密，并须对意外、有意或无意向任何人士透过私人密码负责。客户应真诚及审慎行事，以防止遗失私人密码及/或被未经授权的人士使用该号码。
- 7.2 特别是，客户：
- (a) 不得向任何人士披露私人密码或让除客户外的任何人士使用私人密码；
 - (b) 应根据中国建设银行（亚洲）指示于收到中国建设银行（亚洲）发出的初始私人密码意见后立即将中国建设银行（亚洲）提供的私人密码改为自选私人密码；
 - (c) 应牢记私人密码及销毁向客户发出有关私人密码的通知；
 - (d) 应实施监控措施，以防止私人密码被盗用；
 - (e) 不应在没有采取任何伪装措施的情况下写下或记载私人密码；
 - (f) 定期更改私人密码；
 - (g) 应避免使用容易取得的个人资料或资料（如个人电话号码、生日日期、身分证明文件号码或客户姓名的可辨别部分）作为私人密码；及
 - (h) 避免使用相同的识别号码及密码使用其它类似服务。
- 7.3 在第7.4条的规限下，客户同意其须对涉及任何人士（不论是否获其授权）使用私人密码的所有交易负责。客户知悉私人密码有可能被任何其它人士滥用或盗用，并同意承担所有有关风险。

- 7.4 如发现或怀疑遗失、泄露或透露私人密码或任何未获授权人士取得该号码或以私人密码发出任何未获授权指示或进行交易，客户须透过中国建设银行（亚洲）不时指定的有关途径立即通知中国建设银行（亚洲）。客户如收到中国建设银行（亚洲）指示，须以书面确认有关通知。
- 7.5 如使用正确的私人密码，中国建设银行（亚洲）并无责任核实向中国建设银行（亚洲）发出指示人士的身分或权限。
- 7.6 任何私人密码将继续有效，直至客户更改或中国建设银行（亚洲）取消该号码为止。

8. 暂停及终止

- 8.1 客户暂停或终止「陆港通龙卡」账户，须待向中国建设银行（亚洲）及中国建设银行发出有关暂停或终止的通知及两间银行有合理机会就有关通知采取行动后，方为有效。如客户不再于中国建设银行设有任何「陆港通龙卡」账户，中国建设银行（亚洲）有权立即终止客户的「陆港通龙卡」账户。
- 8.2 中国建设银行（亚洲）可于向客户发出通知后任何时间终止「陆港通龙卡」账户或任何服务。通知可实时生效。中国建设银行（亚洲）并不会对客户因任何原因而导致的自愿或非自愿暂停或终止「陆港通龙卡」账户或任何服务所蒙受的任何损失或损害负责。此外，如中国建设银行（亚洲）收到客户就私人密码或卡遗失、被盗或可能泄露而作出或意图作出的任何通知，中国建设银行（亚洲）可在任何时间暂停「陆港通龙卡」账户的所有操作。

9. 资料查询

- 9.1 中国建设银行（亚洲）于提供任何「陆港通龙卡」服务的过程中所通报的任何汇率、利率、贷款率及其它交易率为仅供参考用途，除非由中国建设银行（亚洲）发出确认书确认，否则对中国建设银行（亚洲）无约束力。经确认的汇率、利率、贷款率及其它交易率，如获客户于交易中接纳，则对客户具有约束力，尽管中国建设银行（亚洲）于有关时间可能已透过其它通讯途径公布不同的汇率、利率、贷款率或交易率。
- 9.2 可于中国建设银行（亚洲）网站、进入账户终端机或其它电子途径索取的「陆港通龙卡」账户或交易资料仅供参考用途。中国建设银行（亚洲）的记录为不可推翻，除非及直至能证明有关记录为不正确。

10. 录音及记录

- 10.1 中国建设银行（亚洲）获授权使用任何途径记录与客户的所有通讯（包括客户发出的指示）及由中国建设银行（亚洲）保存其认为所需的时间。

11. 指示

- 11.1 向中国建设银行（亚洲）发出任何指示时，客户须使用中国建设银行（亚洲）要求的私人密码及其它资料，并须遵守中国建设银行（亚洲）不时规定的有关规定及程序。客户知悉其有责任于提交任何指示前核实其内容。中国建设银行（亚洲）有权假设所有指示为准确及反映客户的确切要求。

- 11.2 已传输指示不应视为已由收取中国建设银行（亚洲）妥为收取，除非有关指示经由中国建设银行（亚洲）指定的方式发出并已由中国建设银行（亚洲）实际收取。中国建设银行（亚洲）可自行酌情不根据已收取指示行事，并且无须发出任何事先通知或向客户承担任何责任。

- 11.3 中国建设银行（亚洲）可不就交易向客户发出任何通知或核实。各交易的纪录将于中国建设银行（亚洲）向客户提供的定期账户结单显示。

- 11.4 客户同意并知悉任何人士利用私人密码或「陆港通龙卡」发出的指示（或两者的任何组合）应被最终视为客户正式发出的指示并对其有约束力。客户承担该指示及任何其导致指示产生的所有风险及任何责任。

- 11.5 客户发出的任何指示均不得修改、撤回或取消。中国建设银行（亚洲）真诚执行的任何指示对客户均有约束力。如于任何时间就任何指示的内容发生争议，银行的相关纪录应为该等内容的最终证据。

- 11.6 中国建设银行（亚洲）仅将于实际可行及合理的情况下根据其日常业务常规及程序执行或实行指示。中国建设银行（亚洲）实施任何指示应受其关于截止日期及时间规则的规限。

12. 客户的承诺

- 12.1 客户应根据该等条款及条件以及中国建设银行（亚洲）不时决定的关于「陆港通龙卡」账户及该等服务的政策及程序操作「陆港通龙卡」账户及使用该等服务。

- 12.2 客户承诺不窜改、修改、解编、倒序制造或以其它方式更改或未经授权使用中国建设银行（亚洲）的网站或其组成的任何软件。

- 12.3 未经中国建设银行（亚洲）事先书面同意，客户不得上载、贴出、公布、传输、复制或以任何方式分发中国建设银行（亚洲）网站的任何部分或通过中国建设银行（亚洲）网站取得的受版权、或其它专利保护的任何资料，或就其设立衍生工具。

- 12.4 客户使用「陆港通龙卡」账户或任何服务时如遇到任何异常或困难应尽快通知中国建设银行（亚洲）。

13. 客户的责任

- 13.1 中国建设银行（亚洲）将采取合理可行的步骤确保其「陆港通龙卡」账户或「陆港通龙卡」服务的相关系统已装置适当的保安设计。中国建设银行（亚洲）并将在考虑到不时适用于中国建设银行（亚洲）的任何法律、规则、规例、指引、通函、守则及现行市场常规的情况下，对相关系统进行合理可行的风险控制及管理。

- 13.2 如中国建设银行（亚洲）认为客户方面并无疏忽、欺诈或失误，客户无须为其遭受的由计算机罪行或系统失误导致的任何未经授权交易产生的任何直接损失负责，而该等交易应由该等风险控制及管理措施防止，假如中国建设银行（亚洲）已根据以上第13.1段采取该等措施。

13.3 无论本条款及条件有任何其它规定，如(i) 中国建设银行（亚洲）认为客户并无欺诈行事或重大疏忽并已采取合理步骤使「陆港通龙卡」及私人密码安全保密；或(ii) 相关指示于中国建设银行（亚洲）有合理机会就以上第5.4或7.4段的客户通知采取适当行动，则客户无须为其遭受的由未经授权交易导致的任何直接损失负责。

14. 责任的限制

14.1 中国建设银行（亚洲）无须为下列事项负责：

- (a) 延迟或未能执行指示，除非其产生自中国建设银行（亚洲）的故意违约或重大疏忽；
- (b) 中国建设银行（亚洲）因银行合理控制之外的原因（包括任何个人计算机系统、进入账户终端机、电讯网络、电力系统、互联网供货商、连接互联网的软件或其它系统或互联网服务的任何失灵或故障或「陆港通龙卡」账户或服务的任何其它临时暂停）未能进入银行网站或以其它方式操作或使用「陆港通龙卡」账户或服务；
- (c) 任何指示或其所载数据的任何未经授权拦截、损坏或损失，除非其由银行的故意违约或重大疏忽所导致；
- (d) 中国建设银行（亚洲）合理控制之外的任何计算机病毒或类似问题影响中国建设银行（亚洲）的网站或计算机系统；
- (e) 任何未经授权的「黑客」或其它计算机罪行发生于中国建设银行（亚洲）的网站或计算机系统（如中国建设银行（亚洲）已采取合理步骤防止该等罪行）；
- (f) 中国建设银行（亚洲）合理控制之外的任何其它行为或情况；及
- (g) 中国建设银行（亚洲）合理控制之外的任何服务供货商、金融机构或其它第三方的任何作为或不作为。

15. 修订

中国建设银行（亚洲）可以事先书面通知更改、修订或补充本条款及条件，而该等更改、修订或补充应于该通知所指定日期生效。该通知将根据第16款向客户发出。

16. 通知

- (a) 任何通知、要求或其它通讯均可书面寄往客户最后知悉地址或传真至其最后知悉传真号码。书面通知、要求或其它通讯应被视为于下列时间正式送达并由客户收取：
 - (i) 如亲身送交：于送交时；
 - (ii) 如通过预付邮资信函寄送：于邮寄后的第三个营业日；及
 - (iii) 如以传真传输：于发送时。
- (b) 中国建设银行（亚洲）关于受本条款及条件管辖的任何账户、服务或收费的所有通知或公布亦应被视为已正式发出或作出并有效并对客户有约束力，如中国建设银行（亚洲）已：
 - (i) 于中国建设银行（亚洲）的分行展示该通知或公布；或
 - (ii) 于香港或中国（视情况而定）发行的日报刊登该通知或公布；或

(iii) 将该通知或公布以平邮寄往客户的最后知悉地址；或

(iv) 就通过中国建设银行（亚洲）提供的电子银行服务操作的交易，将该通知或公布置于中国建设银行（亚洲）的网站，无论客户是否已收取或阅读该通知。

17. 其它条款

17.1 无豁免

中国建设银行（亚洲）根据本条款及条件的行为或遗漏均不应影响其权益、权力或补救。

17.2 转让

未经中国建设银行（亚洲）事先书面同意，客户于本条款及条件项下的任何权益或责任的转让均为无效。

17.3 个别性

如本条款及条件的任何规定于任何时间为或成为非法、无效或在任何方面不可执行，剩余条款及条件的合法性、有效性或可执行性应不受影响。

17.4 支配版本

本条款及条件的英文版本为支配版本，如英文版本与中文版本有任何歧异，应以英文版本为准。

18. 管辖法律及司法管辖地

「陆港通龙卡」服务包括香港及中国的账户。使用及操作在香港于中国建设银行（亚洲）开设的「陆港通龙卡」账户应受香港特别行政区的法律及法规管辖。使用及操作在中国于中国建设银行开设的「陆港通龙卡」账户应受中国的法律及法规管辖。

CHINA CONSTRUCTION BANK (ASIA) TERMS AND CONDITIONS FOR CROSS BORDER LONG CARD SERVICE

1. General

The Cross Border Long Card Service (“CBLC”) jointly provided by China Construction Bank (Asia) Corporation Limited (“CCB (Asia)”) and China Construction Bank Corporation Limited (“CCB”) and the transactions conducted via such Service are subject to the following terms and conditions:-

- (a) CCB (Asia)’s “Terms and Conditions for Accounts and Related Services (For Individuals)” and/or the other relevant documentation from time to time entered into by the Customer with the CCB (Asia);
- (b) CCB (Asia)’s statements on Disclaimer and Privacy Statement, Personal Data (Privacy) Ordinance Notification and the Personal Information Collection Statement Relating to Cross Border Long Card Service as posted in CCB (Asia)’s website from time to time;
(Items (a) and (b) shall be collectively referred to as the “CCB (Asia) General Conditions”)
- (c) The terms and conditions issued by CCB (Asia) for CBLC Service as set out below and the terms and Customer Declaration in the CCB (Asia) Application Form for CBLC Service;
- (d) the general terms and conditions for accounts issued by CCB from time to time and applicable to the Customers as account holders of CCB;
- (e) the “China Construction Bank Long Debit Card Articles”, the “China Construction Bank Cross Border Long Card Articles”, the “China Construction Bank Terms and Conditions for Cross Border Long Card Service” and the terms and Customer Declaration in the CCB Application Form for CBLC Service; and
- (f) any other terms and conditions issued by CCB (Asia) and/or CCB from time to time and applicable CBLC Service.

Unless otherwise defined herein, the terms and expressions used and defined in the CCB (Asia) General Conditions shall have the same meaning when used herein. If there is any conflict between these Terms and Conditions and the CCB (Asia) General Conditions, these Terms and Conditions shall prevail. If there is any conflict between any terms and conditions issued by CCB (Asia) and the terms and conditions issued by CCB, the terms and conditions of the bank with which the affected account is maintained shall prevail. If there is any conflict between any of the terms and conditions in Items (a) to (f) and the applicable laws, rules, regulations and exchange control in Mainland China, the latter shall prevail.

2. Definitions

In these Terms and Conditions:

“**CBLC Accounts**” means the Cross Border Long Card accounts in the name of the Customer which is opened, operated and maintained with CCB (Asia) under these Terms and Conditions;

“**Card**” means the Cross Border Long Card issued by CCB (Asia) to the Customer by which the Customer can access the CBLC Accounts and/or utilize the Services through automatic teller machines, point of sales terminal or any other device or equipment prescribed by the Banks from time to time (collectively “Card Access Terminal”);

“**Instruction**” means an instruction given by the Customer to CCB (Asia) by computer, Card Access Terminal, telephone, mobile telephone or any other device, machine or equipment linked to CCB (Asia)’s systems or by any means as CCB (Asia) may from time to time prescribe;

“**Password**” means any of the personal identification number(s) issued by CCB (Asia) to the Customer or self-selected by the Customer for the purpose of accessing the CBLC Accounts and/or utilising the Services;

“**Services**” means the banking and any other services (of whatever type and nature) from time to time offered by CCB (Asia) subject to these Terms and Conditions; and

“**Transaction**” means a transaction effected by CCB (Asia) on an Instruction.

3. CBLC Accounts

- 3.1 The Customer may open and operate CBLC Accounts subject to these Terms and Conditions.
- 3.2 CCB (Asia) reserves the sole and exclusive right to decide whether to accept the Customer’s application for CBLC Accounts. When the Customer’s application for CBLC has been accepted by both CCB (Asia) and CCB and accounts are opened at both banks, the Customer can operate his bank accounts at CCB and CCB (Asia) and use designated banking services provided by CCB and CCB (Asia) with one Card.
- 3.3 The Customer hereby authorizes CCB (Asia) to debit from the credit balance in his/her CBLC Account(s) maintained with CCB (Asia) and CCB and convert the amount so debited into another currency at the prevailing exchange rate for satisfying any transfer or withdrawal Instruction given to CCB (Asia) or any payment under any Transaction.
- 3.4 The Customer hereby authorizes CCB to debit from the credit balance in his/her CBLC Account(s) maintained with CCB (Asia) and CCB and convert the amount so debited into another currency at the prevailing exchange rate for satisfying any transfer or withdrawal Instruction given to CCB or any payment under any Transaction.

3.5 The Customer accepts and acknowledges that a CBLC Account may be treated as a dormant account by CCB (Asia) or CCB under certain circumstances, and each bank may have different prescription of circumstances under which the CBLC Account(s) maintained with it will be classified as a dormant account. The Customer may make inquiries with the bank concerned for the prescribed circumstances applicable from time to time for classification of a CBLC Account as a dormant account.

4. Scope of Services, Limits and Cut-off Time

4.1 The scope of the Services offered by the CBLC Accounts, the applicable transaction limits and restrictions applicable to a particular type of Service or Transaction, the applicable fees, and other features in respect of the CBLC Accounts opened with and the Services provided by CCB and CCB (Asia) will be determined by the respective banks from time to time at their absolute discretion.

4.2 The cut off time and date of any of the Services or Transaction provided by or effected with either CCB (Asia) or CCB will be determined by taking into account the relevant rules of both of the banks.

4.3 CCB (Asia) or CCB may at its discretion add to, restrict, suspend or terminate all or any of the Services offered by it to the Customers at any time with prior notice in accordance with Clause 16.

5. Card

5.1 The Card is and shall at all times be the property of the issuing bank and subject to the issuing bank's cancellation or withdrawal at any time. The Customer shall return the Card to the issuing bank immediately upon request.

5.2 The Customer shall ensure safe custody of the Card and shall not permit any other person to use the Card.

5.3 Subject to Clause 5.4, the Customer shall in all circumstances and at all times be responsible for all Transactions involving the use of Card by any person whether or not authorized by the Customer.

5.4 In case of any loss or theft of the Card, the Customer shall notify either CCB (Asia) or CCB (as the case may be) by such means as prescribed by the relevant bank from time to time. The Customer shall confirm such notification in writing if requested by CCB (Asia) and/or CCB. The Customer is liable for all Transactions involving the use of the Card by any person prior to actual receipt of such notification by both of the banks and prior to the banks having a reasonable opportunity to take action in respect of such notification. CCB (Asia) reserves the right to charge the Customer for the issuance of a replacement Card.

5.5 CCB (Asia) shall not be liable for the refusal of any merchant to accept or honour the Card for goods and/or services supplied to the Customer nor shall CCB (Asia) be responsible in any way for the goods and/or services supplied by the merchant. Any complaints by the Customer relating to any merchant must

be resolved by him/her with such merchant and no such claim may be the subject of a set-off or counter-claim by the Customer against CCB (Asia).

6. Online Banking and Bank By Phone Services

6.1 The Customer may access CCB (Asia)'s website to operate / make inquiries of the CBLC Accounts and utilize the Services on such terms and conditions as prescribed by CCB (Asia) from time to time.

6.2 The Customer shall obtain at his own cost suitable computer equipment, software and connection to the internet to access the CBLC Accounts. The Customer shall be responsible for all telephone, internet service and other charges incurred in accessing the CBLC Accounts through internet, and shall observe such security measures as are reasonable to prevent unauthorized Transactions and shall adopt such security protocol as CCB (Asia) may recommend from time to time.

6.3 The Customer may operate / make inquiries of CBLC Accounts through phone banking services on such terms and conditions as CCB (Asia) may prescribe from time to time.

6.4 Subject to Clause 6.5 below, the Customer shall be responsible for all transactions (whether conducted through online or bank by phone services) involving the use of his Customer ID and/or Password prior to CCB (Asia) receiving notice from the Customer that his Customer ID and/or Password had been lost or compromised and CCB (Asia) having a reasonable opportunity to take action in respect of such notice. All instructions or orders given to CCB (Asia) by anyone using his Customer ID and/or Password prior to CCB (Asia) receiving notice of loss and CCB (Asia) having a reasonable opportunity to take action in respect of such notice will be relied on or acted upon by CCB (Asia) and shall be irrevocable and binding on the Customer. CCB (Asia) shall have no duty to verify the identity or authority of the person giving an instruction or order if the correct Customer ID and/or Password is used. The Customer's Customer ID or Password shall remain effective until changed by him or cancelled by CCB (Asia).

6.5 The Customer shall be responsible for all losses that he suffered as a result of any transactions conducted through his account if he has acted (i) fraudulently or (ii) with gross negligence (such as, without limiting the generality of the foregoing, failing to properly safeguard his Customer ID or Password for accessing CCB (Asia)'s website or otherwise failing to observe any one or more of the precautions mentioned in Clause 7 below).

6.6 Although CCB (Asia) and CCB will use reasonable endeavours to ensure that Instructions are executed in a timely fashion, there may be a time lag in transmission of data online (including but not limited to the conversion rate for RMB/HKD and other related information) and such information/data may alter from the time the Customer places the Instruction(s) and at the time the Instruction(s) is executed. The CBLC 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 internet 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 Customer's Instruction(s) may not be executed at the time or the transaction rate as indicated to the Customer.

6.7 The CBLC internet services may suffer failure or delays and periods of malfunction or outage. During such periods, the Customer should place his Instruction(s) or may make enquiries by alternative methods such as by contacting CCB (Asia)'s branches and hotlines. In the event of system failure of the CBLC, CCB (Asia) may cancel any Instruction(s) placed online by the Customer. CCB (Asia) will use reasonable endeavours to notify the Customer of such cancellation of Instruction(s) by any means that CCB (Asia) may consider appropriate (including but not limited to email message or short message via SMS) but will not assume any liability or responsibility for such cancellation of Instruction(s) or inability of the Customer to receive notification of such cancellation of Instruction(s) (whether or not due to the Customer's failure to provide valid email address and/or mobile phone number capable of receiving short messages via SMS whatsoever).

6.8 In addition, CCB (Asia) may at any time without prior notice at their own discretion (which discretion shall be reasonably exercised) suspend or terminate the CBLC or any part thereof or suspend or terminate the Customer's access to the CBLC or any part thereof or decline to allow the Customer to place Instruction(s) for any particular service under CBLC and CCB (Asia) shall have no liability whatsoever to the Customer for so doing.

7. Responsibilities for Security

7.1 The Customer shall keep the Password confidential and shall be responsible for any accidental, intentional or unintentional disclosure to any other person. The Customer shall act in good faith and exercise all due care and attention to prevent the loss of and/or unauthorized use of the Password.

7.2 In particular, the Customer shall:

- (a) not disclose the Password to any person or allow the Password to be used by any person other than the Customer;
- (b) change the Password provided by CCB (Asia) to a self-selected Password in accordance with CCB (Asia)'s instruction immediately upon receipt of the initial Password advice from CCB (Asia);
- (c) to memorize the Password and destroy the notice to the Customer of the Password;
- (d) implement control measures to prevent unauthorized access to the Password;

- (e) not to write down or record the Password without disguising it;
- (f) change the Password on a regular basis;
- (g) avoid using easily accessible personal data or information such as personal telephone number, birthday, identification document number or recognisable part of the name of the Customer as the Password; and
- (h) avoid using the same identification and secret code for accessing other similar services.

7.3 Subject to Clause 7.4, the Customer agrees that he/she shall be responsible for all Transactions involving the use of the Password by any person whether or not authorized by him/her. The Customer acknowledges that there are risks of the Password being abused by any other persons or for unauthorized purpose and agrees to bear all such risks.

7.4 Upon notice or suspicion of the Password being lost, compromised or disclosed to or obtained by any unauthorized person or any unauthorized Instruction given or Transaction effected with the Password, the Customer shall immediately notify CCB (Asia) by such means as prescribed by CCB (Asia) from time to time. The Customer shall confirm such notification in writing upon request by CCB (Asia).

7.5 CCB (Asia) shall have no duty to verify the identity or authority of the person giving an Instruction to CCB (Asia) if the correct Password is used.

7.6 Any Password shall remain effective until changed by the Customer or cancelled by CCB (Asia).

8. Suspension and Termination

8.1 Suspension or termination by the Customer of CBLC Accounts shall be effective only after notice of such suspension or termination has been given to both CCB (Asia) and CCB and the banks have a reasonable opportunity to act upon the notice. If the Customer ceases to maintain any CBLC Account with CCB, CCB (Asia) shall be entitled to terminate the Customer's CBLC Account(s) forthwith.

8.2 CCB (Asia) may terminate CBLC Accounts or any services at any time upon notice to the Customer. The notice may take effect immediately. CCB (Asia) 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 CBLC Accounts or any Services for any reason whatsoever. In addition, CCB (Asia) may at any time suspend all operations of CBLC Accounts if CCB (Asia) receives any notification made or purportedly made by the Customer in respect of the loss, theft or possible compromise of the Password or Card.

9. Information Inquiry

- 9.1 Any exchange rate, interest rate, loan rate and other dealing rate quoted by CCB (Asia) in the course of providing any CBLC Service is for reference only and is not binding on CCB (Asia) unless confirmed by CCB (Asia). Such confirmed exchange rate, interest rate, loan rate or other dealing rate, if accepted by the Customer in a Transaction, shall be binding on the Customer notwithstanding that a different exchange rate, interest rate, loan rate or dealing rate might have been quoted by CCB (Asia) concerned at the relevant time through other means of communication.
- 9.2 Information relating to the CBLC Accounts or Transactions made available on CCB (Asia)'s website, Card Access Terminal or by other electronic means are for reference only. CCB (Asia)'s records shall be conclusive unless and until the contrary is established.

10. Recordings and Records

- 10.1 CCB (Asia) is hereby authorized to record by any means all communications with the Customer (including Instructions given by the Customer), and to keep those recordings for as long as CCB (Asia) considers necessary.

11. Instruction

- 11.1 In giving any Instruction to CCB (Asia), the Customer shall quote the Password and other information requested by CCB (Asia) and shall comply with such requirements and procedures prescribed by CCB (Asia) from time to time. The Customer acknowledges that he/she has a duty to verify the contents of any Instruction before it is submitted. CCB (Asia) shall be entitled to assume that all Instructions are accurate and reflect the precise requirements of the Customer.
- 11.2 Instructions transmitted shall not be deemed properly received by CCB (Asia) unless they are given in such manner as CCB (Asia) may prescribe and until CCB (Asia) concerned actually received them. CCB (Asia) shall have absolute discretion not to act on the Instructions received without giving any prior notice or assuming any liability to the Customer.
- 11.3 CCB (Asia) may not send any advice or confirmation to the Customer with respect to a Transaction. A record of each Transaction will be shown in the regular account statements provided by CCB (Asia) to the Customer.
- 11.4 The Customer agrees and acknowledges that any Instruction given by any person by use of Password or Card (or any combination of them) shall be conclusively deemed to be the Instruction duly given by and binding on the Customer. The Customer accepts all risks and any liability arising from such Instruction and any resulting Transaction.

11.5 Any Instruction given by the Customer may not be amended, revoked or withdrawn. Any Instruction acted on by CCB (Asia) in good faith shall be binding on the Customer. If a dispute arises at any time in relation to the contents of any Instruction, CCB (Asia)'s relevant recordings shall be conclusive evidence of such contents.

11.6 CCB (Asia) will only act upon or carry out an Instruction so far as it is practicable or reasonable for it to do so and in accordance with its regular business practices and procedures. The implementation of any Instruction by CCB (Asia) shall be subject to the rules of both CCB and CCB (Asia) regarding cut off time and date.

12. Customer's Undertakings

- 12.1 The Customer shall operate the CBLC Accounts and use the Services in accordance with these Terms and Conditions and such policies and procedures relating to the CBLC Accounts and the Services as determined by CCB (Asia) and CCB from time to time.
- 12.2 The Customer undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to CCB (Asia)'s website or any of the software comprised in them.
- 12.3 The Customer shall not upload, post, publish, transmit, reproduce or distribute in any way, any component of CCB (Asia)'s website or any information obtained through CCB (Asia)'s website which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without prior written consent of CCB (Asia).
- 12.4 The Customer shall notify CCB (Asia) as soon as the Customer encounters any irregularity or difficulty in using the CBLC Accounts or any Services.

13. Liabilities of the Customer

- 13.1 CCB (Asia) will take reasonably practicable steps to ensure that its systems in connection with the CBLC Accounts or the CBLC Service 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 CCB (Asia) from time to time.
- 13.2 If, in the opinion of CCB (Asia), there is no negligence, fraud or fault on the part of the Customer, the Customer will not be liable for any direct loss suffered by the Customer as a result of any unauthorized Transaction caused by a computer crime or system error which should have been prevented by the risk control and management measures had CCB (Asia) adopted such measures in accordance with paragraph 13.1 above.
- 13.3 Notwithstanding any provisions in these Terms and Conditions, the Customer shall not be liable for any direct loss suffered by him as a result of unauthorized Transactions if (i) in the opinion of CCB (Asia), he has not acted fraudulently or with

gross negligence and he has taken reasonable steps to keep the Card and the Password secure and confidential; or (ii) the relevant Instruction has been acted upon after CCB (Asia) has a reasonable opportunity to act on the Customer's notification under paragraph 5.4 or 7.4 above.

14. Limitation of Liabilities

14.1 CCB (Asia) shall not be liable:

- (a) for any delay or failure to act upon Instructions unless such delay or failure arises from the wilful default or gross negligence of CCB (Asia);
- (b) if the Customer is unable to gain access to CCB (Asia)'s website or otherwise to operate and use the CBLC Accounts or the Services for reasons beyond the reasonable control of CCB (Asia) including any failure or malfunction of any individual computer or computer system, Card Access Terminal, telecommunication network, electrical system, internet service provider, software or other system providing access to the internet or internet services or any other temporary suspension of the CBLC Accounts or the Services;
- (c) in respect of any unauthorized interception, corruption or loss of any Instruction or data contained in any Instruction unless the same results from the wilful default or gross negligence of CCB (Asia);
- (d) in respect of any computer virus or similar problem affecting CCB (Asia)'s website or the computer system, beyond CCB (Asia)'s reasonable control;
- (e) for any unauthorized "hacking" or other computer crime perpetrated upon CCB (Asia)'s websites, or the computer system, if CCB (Asia) has taken reasonable steps to guard against the same;
- (f) any other acts or circumstances beyond CCB (Asia)'s reasonable control; and
- (g) any act or failure to act by any service providers, financial institutions or other third parties beyond CCB (Asia)'s reasonable control.

15. Amendments

CCB (Asia) may, by prior written notice, 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.

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 letter postage prepaid, on the third Business Day after posting; and (iii) if sent by facsimile transmission, at the time of despatch.

- (b) All notices or announcements by CCB (Asia) 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 CCB (Asia) has:
 - (i) displayed the notice or announcement at CCB (Asia)'s Branches; or
 - (ii) advertised the notice or announcement in a daily newspaper circulating in Hong Kong or PRC (as the case may be); or
 - (iii) sent the notice or announcement by ordinary mail to the last known address of the Customer; or
 - (iv) in relation to transactions operated through electronic banking services offered by CCB (Asia), put the notice or announcement on CCB (Asia)'s website whether or not the Customer has retrieved or read the notice.

17. Miscellaneous

17.1 No Waiver

No act or omission by CCB (Asia) 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 CCB (Asia).

17.3 Severability

If at any time any of the provisions of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining terms and conditions shall not be affected.

17.4 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.

18. Governing Law and Jurisdictions

The CBLC Service consists of both Hong Kong and PRC accounts. The use and operation of the CBLC Account(s) opened in Hong Kong at CCB (Asia) shall be governed by the laws and regulations of the Hong Kong SAR. The use and operation of the CBLC Accounts opened in PRC at CCB shall be governed by the laws and regulations of the PRC.