

僱主支薪自動轉賬服務條款和條件

下列所載的條款及條件適用於由中國建設銀行股份有限公司澳門分行(下稱“銀行”),包括中國建設銀行股份有限公司澳門分行在各地的分行和辦事處,其繼承人或受讓人)向其每一位客戶(下稱“客戶”)提供的僱主支薪自動轉賬服務(“該服務”)。本條款及條件應視為適用於該服務。客戶若使用或繼續使用該服務,即可被視作同意及接受本條款及條件(及不時作出的修改及/或補充)的約束。

1. 一般規定

1.1 定義

「營業日」指銀行於澳門一般營業的日子(不包括星期六、星期日、及澳門銀行假期)。

「澳門」指中華人民共和國澳門特別行政區。

1.2 釋義

除非文意另有所指:

- (a) 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。
- (b) 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;
- (c) 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;
- (d) 條文或附件是指本條款及條件的條文或附件;
- (e) 凡適用之處,人士包括個人、公司、合伙企業或非法人機構及其繼承人和受讓人。

2. 該服務

- 2.1 銀行保留其酌情權及獨有的權力決定是否接受客戶對該服務的申請。若銀行接受客戶就該服務的申請及客戶已滿足所有申請該服務的條件(包括但不限於持有指定的戶口種類),銀行可按本條款及條件根據客戶不時提供給銀行的指示於指定日期存入款項至客戶的僱員的銀行戶口內以支付薪金/薪資/酬金(“付款指示”)。銀行保留其酌情權及獨有的權力就付款指示隨時加入其他銀行認為合適的規定或限制,包括但不限於付款貨幣及收款銀行賬戶所在處。即使客戶於申請該服務時曾提供任何資料,客戶必須於每次作出付款時給予付款指示。
- 2.2 客戶明白及確認若使用該服務,銀行會分配一個「僱主支薪自動轉賬服務確認編號」(“確認編號”)予客戶以識別客戶的身份。當客戶提供付款指示時,客戶必須使用確認編號及依從由銀行不時指定的手續(可能記載於服務錦囊(如下文所指)或其他地方),除非銀行另作訂明及在條款4及6的前提下,客戶需(a)儲存付款指示於電子檔案(“支薪檔案”)並存於已加密的電子裝置(“電子裝置”)內,如電子磁碟或光碟等及(b)簽署由銀行不時指定的形式的僱主支薪自動轉賬服務授權書(“授權書”)及(c)以銀行不時指定的方式通知銀行有關開啓支薪檔案的密碼(“檔案密碼”)。支薪檔案須以銀行不時指定的檔案名稱及格式儲存於電子裝置中及以銀行不時指定的加密軟件(“加密軟件”)加密。客戶有責任承擔購買及安裝加密軟件的風險、成本及費用。客戶需依照銀行不時指定的方式將電子裝置、授權書及檔案密碼送交銀行。
- 2.3 電子裝置、授權書及檔案密碼送交至銀行後將被視為已由客戶妥為發出及授權,並無論電子裝置、授權書及檔案密碼由客戶本身發出或由任何其他人士(無論獲授權與否)代其發出均對客戶具不可推翻的約束力。銀行執行付款指示前無義務進行任何進一步的查詢或調查電子裝置、授權書及檔案密碼是否由已授權人士提交。
- 2.4 除非另有記載,否則電子裝置、授權書及檔案密碼最遲需於由客戶的扣賬戶口(“扣賬戶口”)扣除金額支付薪金/薪資/酬金予僱員的日期(“扣賬日”)前兩個銀行營業日或之前送交至銀行指定的地址。客戶明白及確認,雖然銀行盡其最大努力確定付款指示的真確性及正確性,但銀行並無法定責任核實付款指示的真確性及準確性及對由此引起對任何一方的任何申索或爭議概不負責。
- 2.5 客戶確認,明白及同意銀行在執行付款指示前沒有責任將電子裝置內的付款指示與銀行的紀錄查證或核實。銀行只會執行付款指示從扣賬戶口扣賬及將款項存入收款戶口一次。當銀行執行扣賬及存款指示後(不論成功與否),銀行對有關付款指示無進一步責任及毋須就任何人於任何方式下蒙受之損失承擔任何責任。客戶承諾,明白及同意於扣賬日跟進付款指示的執行情況,及會採取進一步所需行動以確保款項可成功地存入收款戶口。客戶同時承諾、明白及同意如該付款指示獲成功執行,銀行會(但銀行沒有責任)最遲於扣賬日下午四時透過電郵(或其他銀行認為適合的時間及方式)通知客戶,但此舉並不會以任何方式影響客戶跟進付款指示執行情況的責任。
- 2.6 客戶確認銀行為方便客戶使用該服務而向客戶所提供之電腦程序及服務錦囊乃銀行之財產。客戶須確保不會將該電腦程序及服務錦囊披露或複製或允許或遭到披露予第三者或用作任何非銀行允許的其他用途。客戶承諾將於停止使用該服務或應銀行的要求時(以較早者為準),即時將服務錦囊歸還予銀行。

3. 執行付款指示

- 3.1 倘若客戶以澳門元等值之人民幣支付薪金/薪資/酬金(“付款金額”),客戶須確保不遲於扣賬日前一個銀行營業日下午3時(澳門時間),於澳門元扣賬戶口備有該筆充足金額。客戶授權銀行以銀行不時指定的兌換價,把澳門元等值之人民幣付款金額兌換為應付的人民幣付款金額。金額將於客戶的澳門元扣賬戶口中扣除並存入客戶的人民幣扣賬戶口,於扣賬日用作執行付款指示。
- 3.2 若在指定時間付款戶口內沒有足夠款項,銀行可按銀行酌情認為適當的情況不執行全部或部份付款指示而毋須為任何一方所蒙受之損失承擔任何責任。銀行亦可按其酌情認為適當的情況及在沒有預先通知客戶的情況下於扣賬日執行付款指示之前限制一筆相等於付款金額加服務費的款項轉出或標記有關款項(即指定一筆相等於付款金額加服務費的款項只作執行付款指示用途)。銀行為遵循適用的法律,規條或指令,可不執行任何一部份付款指示而毋須承擔任何責任。
- 3.3 若扣賬日為非銀行營業日,或由於特發事件發生導致該日成為非銀行營業日,隨後之銀行營業日將被視作扣賬日。
- 3.4 客戶授權銀行於其付款戶口(若付款戶口的結餘不足,可在客戶於銀行持有的任何戶口中)扣除由銀行不時釐定的任何有關該服務的收費。有關收費將在客戶送交付款指示予銀行時收取,並在任何情況下都不會被退回,包括因任何原因而無法執行付款指示(銀行的錯誤除外)。

4. 錯誤、疏忽或差異

- 4.1 客戶於送交付款指示及/或電子裝置後發現有任何錯誤、疏忽或差異,客戶須盡快但於任何情況下不遲於扣賬日前兩個工作天的營業時間內以書面通知銀行。為免爭議,客戶若未能於上述時間內書面通知銀行,銀行則在毋須再諮詢客戶的情況下,有權執行付款指示。
- 4.2 對於(i)客戶不當使用電腦程序;客戶延誤遞交電子裝置,檔案密碼及/或授權書或客戶未能遵守本條件和條款及/或(ii)無論任何原因引致之任何機件故障、失靈或中斷或銀行電腦系統不足或銀行控制範圍外之任何其他原因而產生之任何延誤、錯漏、遺漏、損失,銀行概不負責。

4.3 銀行可能與客戶進行程式測試，但客戶確認及同意測試只作試驗用途及並不保證、代表或擔保執行付款指示時會免受任何不論是否由銀行引起的技術或機件故障、失靈、錯誤或中斷影響，而銀行不會對所導致的損失負責。

5. 彌償

客戶同意及承諾，當銀行要求時會向銀行賠償因執行付款指示而蒙受、招致或遭受他人提出之任何訴訟、法律程序、索償、損失、損害、成本、收費及/或索求。

6. 陳述及保證

6.1 客戶保證及聲稱所有提供予銀行之電子裝置及任何電子通訊均沒有受電腦病毒影響及沒有會阻礙銀行系統執行付款指示的電腦程式，客戶接受銀行毋須為客戶因上述原因所蒙受之損失承擔任何責任。

6.2 客戶聲稱及保證客戶已取得所有戶口持有人/收款人同意向銀行傳送或披露令銀行可提供該服務的個人資料。

6.3 如客戶的資料或付款指示於任何時候發生變更，客戶承諾會通知銀行。任何向銀行提供的個人資料(定義見澳門特別行政區法例第8/2005號法律《個人資料保護法》，將依照銀行不時給予客戶的《有關個人資料保護法例之通告》處理，並明確納入本條款及條件。

7. 終止服務

7.1 客戶可以30天事先書面通知銀行終止該服務。所有已收取的費用將不會因終止服務而退還給客戶。客戶進一步確認及同意銀行有絕對酌情權在預先通知的情況下於任何時間終止該服務而銀行不須承擔任何因終止該服務而產生之責任。

7.2 客戶明白及同意若客戶連續三個月沒有用該服務，銀行可以通知客戶終止提供該服務而銀行可在認為適當的時間內保留所有因提供該服務而產生的記錄。

8. 修改

銀行可以其認為合適的方法，通知客戶修改本條款及條件。如客戶繼續使用該服務，則該等修改被視作對客戶有約束力。

9. 法律及司法管轄權及準據文本

9.1 本條款及條件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。

9.2 本條款及條件受澳門特別行政區的法律管轄及按其執行，客戶在此不可撤銷地接受澳門法庭的非專屬性司法管轄權管轄。

請注意：

人民幣現時不可自由兌換並受到外匯限制或管制。例如：如閣下需要將人民幣兌換至其他貨幣或將其他貨幣兌換為人民幣，而兌換金額超出每日兌換上限，閣下需預留時間完成此兌換。此外，人民幣也存在貶值風險。閣下倘若以澳門元或任何其他貨幣兌換人民幣用作投資人民幣計值投資產品，一旦人民幣貶值，閣下其後兌換人民幣償還金額成澳門元或其他貨幣時將承受損失。

TERMS AND CONDITIONS FOR EMPLOYER PAYROLL AUTOPAY SERVICE

The terms and conditions set out below apply to Employer Payroll Autopay Service (the “Service”), a service offered by China Construction Bank Corporation Macau Branch (the “Bank”, which includes all the branches and offices of China Construction Bank Corporation Macau Branch wherever situated, its successors and assigns) to its customers (the “Customer”). The Service is governed by these Terms and Conditions. By using or continue to use the Service, the Customer shall be deemed to have agreed to be bound by these Terms and Conditions (as such amendments and supplements thereto time to time).

1. GENERAL PROVISIONS

1.1 Definitions

“Business Day” means a day on which the Bank is generally open for banking business in Macau, but excluding Saturday, Sunday and Macau bank holidays.

“Macau” means the Macau Special Administrative Region of the People’s Republic of China.

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 Customer, where applicable, includes a company, a partnership or body unincorporated and its successors and assigns.

2. THE SERVICE

- 2.1 The Bank reserves the sole and exclusive right to decide whether to accept the Customer’s application for the Service. If the Customer’s application for the Service has been accepted by the Bank and the Customer has satisfied all pre-requisite(s) that the Bank may have for providing the Service (including without limitation the maintenance of a specific type of account with the Bank), the Bank may, subject to the terms and conditions herein, credit the bank accounts of the employees of the Customer for payment of payroll/salary/remuneration at such payment date and according to such account information of the employees as instructed by the Customer from time to time (the “Payment Instructions”). The Bank reserves the sole and exclusive right to impose any requirement or restriction in respect of the Payment Instructions at any time as it sees fit, including but not limited to payment currency and location of recipient bank accounts. Notwithstanding anything contained in the Customer’s application for the Service, the Customer shall give the Payment Instructions to the Bank each time a payment is required to be made.
- 2.2 The Customer understands and acknowledges that in order to have access to the Service, a payroll verification code (the “Payroll Verification Code”) which specifically identifies the Customer for the Service will be assigned to him/her/it. When the Customer gives Payment Instructions, the Customer shall use the Payroll Verification Code and comply with such other procedures (which may be contained in the Service Kit (as defined below) or otherwise) as prescribed by the Bank from time to time. Unless otherwise stipulated by the Bank and subject always to Clauses 4 to 6 below, the Customer shall give Payment Instructions to the Bank by (a) saving the Payment Instructions in an electronic file (the “File”) in an electronic device (the “Device”), such as a floppy disk or CD-ROM and (b) signing a payroll authorization letter in such form as prescribed by the Bank from time to time (the “Authorization Letter”) and (c) advising the Bank (in such manner as prescribed by the Bank from time to time) as to the password for opening the File (the “File Opening Password”). The File should be saved in the Device using such file name and saved in such file format and encrypted with such software program(s) (the “Encryption Software”) as prescribed by the Bank from time to time. The Customer is responsible to purchase and install the Encryption Software at his own risks, cost and expenses. The Device, the Authorization Letter and the File Opening Password should be sent to the Bank by such means as prescribed by the Bank from time to time.
- 2.3 The Device, the Authorization Letter and the File Opening Password, once delivered, shall be deemed to be duly given and authorized by the Customer and shall be conclusively binding on the Customer, whether or not the Device, the Authorization Letter and the File Opening Password are given by the Customer personally or by any other person on his/her/its behalf, and whether or not such other person has been duly authorized by the Customer. The Bank shall not be obliged to conduct any further inquiry or investigation as to the authority of person who submitted the Device, the Authorization Letter and/or the File Opening Password before implementing the Payment Instructions.
- 2.4 Unless the Bank stipulates otherwise, the Device, the Authorization Letter and the File Opening Password shall be received by the Bank two Business Days prior to the day which payroll/salary/remuneration payment should be made (the “Payment Date”) from the Customer’s designated account (the “Payment Account”). The Customer acknowledges and understands that even though the Bank shall use its best endeavours in determining the genuineness or correctness of the Payment Instructions, it is under no legal duty to verify or check the genuineness or correctness of the Payment Instructions and shall take no responsibility arising therefrom towards any party whatsoever.
- 2.5 The Customer acknowledges, understands and agrees that the Bank is not obliged to verify or check the Payment Instructions contained in the Device against the records of the Bank prior to implementation. Implementation of the Payment Instructions by debiting the Payment Account and crediting the recipient accounts will be effected once only and upon effecting such debit and credit transactions (once and whether successful or not), the Bank shall have no further obligation in respect of the relevant Payment Instructions and the Bank shall not be liable to any party in any manner whatsoever. The Customer acknowledges, understands and agrees that he/she/it will keep track of the status of the implementation of the Payment Instructions on the Payment Date, and will take such further necessary actions in order to enable payments to be made to the recipient accounts successfully. The Customer further acknowledges, understands and agrees that if the Payment Instructions have been successfully implemented, the Bank may (but is not obliged to) inform the Customer of the same latest by 4pm on the Payment Date by email (or such other time and means as the Bank shall see fit) but this shall not affect the Customer’s duty to keep track of the status of the implementation of the Payment Instructions hereunder in any manner whatsoever.
- 2.6 The Customer acknowledges that the PC programme and the User Guide (the “Service Kit”), which may be provided to the Customer to facilitate the use of the Service, are the property of the Bank. The Customer shall ensure that the Service Kit will not be disclosed or copied or permitted or suffered to be disclosed or copied to any third party or used for any other purposes other than expressly permitted by the Bank. The Customer undertakes to return the Service Kit to the Bank immediately upon demand or upon the termination of the use of the Service, whichever is the earlier.

3. IMPLEMENTATION OF THE PAYMENT INSTRUCTIONS:

- 3.1 If customer choose to deliver the payroll/salary/remuneration to be paid (“Payroll Amount”) in an MOP equivalent RMB amount, customer shall ensure such amount is available in the MOP Payment Account before 3:00pm on the Business Day before the Payment Date and the Bank is authorized by the Customer to convert the Payroll Amount payable in MOP equivalent RMB amount to actual payable RMB amount according to the Exchange Rate provided by the Bank from time to time. The amount shall be debited from the customer’s MOP Payment Account and credited to Customer’s RMB Payment Account for settling the respective Payroll Payment on Payment Date.

- 3.2 If there are insufficient funds in the Payment Account by the stipulated time, the Bank shall be entitled to withhold the implementation of all or part of the Payment Instructions as the Bank may absolutely see fit and the Bank shall not be liable to any person in any manner whatsoever. To enable the Bank to implement the Payment Instructions, the Bank may, in its absolute discretion as it sees fit and without prior notice to the Customer, restrict the transfer from the Payment Account funds in the sum of the Payment Amount plus the service charge or earmark the same (i.e. designate the sum in the Payment Amount plus the related service fee for the specific purpose of implementing the Payment Instructions) on the Payment Date but before the implementation of the Payment Instructions. The Bank is also entitled not to implement any part of the Payment Instructions in order to comply with the applicable laws, rules or orders of the court or authority of any competent jurisdiction and shall not be liable in any manner whatsoever.
- 3.2 If the Payment Date falls on a day which is not a Business Day or becomes a non-business day due to unplanned event, the next Business Day immediately following that day will be treated as the Payment Date.
- 3.3 The Bank is hereby authorized by the Customer to debit the Payment Account (or if there are insufficient funds in the Payment Account, any other account(s) maintained by the Customer with the Bank) with any service charge for the Service at such rate as determined by the Bank from time to time. Such service charge shall be payable upon the giving of the Instruction to the Bank and will not be refunded in any circumstances, including the inability to implement the Payment Instructions for any reason other than the fault of the Bank.

4. ERROR, OMISSION OR DISCREPANCY

- 4.1 If the Customer discovers any error, omission or discrepancy in the Instruction and/or Device after the same has been submitted to the Bank, the Customer shall inform the Bank of the same in writing as soon as possible but in any event no later than the close of business of two Business Days prior to the Payment Date. For the avoidance of doubt, if the Bank does not receive in writing any report of error or discrepancy from the Customer, the Bank shall be entitled to implement the Payment instructions in the Device without further notification to the Customer.
- 4.2 The Bank shall have no responsibility whatever for any delay, error, omission, loss or damage howsoever caused by or arising from (i) the improper use of the PC programme by the Customer, the delay of delivery of the Device, the File Opening Password and/or the Authorization Letter by the Customer or the failure of the Customer to comply with any of the Terms and Conditions set out herein and/or (ii) any mechanical failure, malfunction, interruption howsoever caused or the inadequacy of the computer system of the Bank or any other causes beyond the control of the Bank.
- 4.3 The Bank may conduct programme trials with the Customer but the Customer acknowledges and agrees that such trials are for testing purposes only and shall give no guarantee, representation or warranties that the Payment Instructions can be implemented free from technical or mechanical failure, malfunction, errors or interruption, whether caused by the Bank or otherwise, and the Bank shall not be liable in any manner whatsoever.

5. INDEMNITY

The Customer hereby agrees and undertakes to, on demand, indemnify the Bank and keeps the Bank indemnified against any action, proceedings, claims, losses, damages, costs, expenses and/or demands whatsoever which may be brought or taken against the Bank or suffered or incurred by the Bank by reason of the Bank implementing the Payment Instructions.

6. REPRESENTATIONS AND UNDERTAKINGS:

- 6.1 The Customer warrants and represents to the Bank that all Devices and any electronic communications delivered by the Customer to the Bank are free from virus or any computer programme which may affect the ability of the Bank's system to implement the Payment Instructions and accepts that the Bank shall have no responsibility or liability for any delay or inability to process the Payment Instructions in the Device as a result of the same.
- 6.2 The Customer represents and warrants that the Customer has obtained all necessary consents from any account holders / beneficiaries for any transfer or release of personal data by the Customer to the Bank in order for the Bank to provide the Service.
- 6.3 The Customer undertakes at all times to notify the Bank in writing of any changes in the information or Payment Instructions given in relation to the Service. Any personal data (as defined in the Legal Provisions on Personal Data Protection Law no. 8/2005 of the Macau) which the Customer provides to the Bank will be treated in accordance with the Bank's "Notification Relating to the Legal Provisions on Personal Data Protection" from time to time provided to the Customer and which is expressly incorporated into these Terms and Conditions and forms part thereof.

7. TERMINATION

- 7.1 The Customer may terminate the Service by written notice to the Bank at least thirty days in advance. All service charges received by the Bank will not be refunded in the event of such termination. The Customer further acknowledges and agrees that the Bank may, with prior notification to the Customer, terminate the provision of the Service at any time in its sole discretion, and the Bank shall not be liable to any person in any manner whatsoever arising out of or in connection with such termination.
- 7.2 The Customer understands and agrees that if the Service is not used for three consecutive months, the Bank shall be entitled but not obliged to, terminate the Service by notice to the Customer and the Bank is entitled to retain all such records in connection with the provision of the Service to the Customer for such period as it sees fit.

8. AMENDMENT

The Bank may revise these terms and conditions at any time with prior notice to Customer through any means as the Bank thinks fit and shall be binding on the Customer if the Customer continues to use the Service.

9. GOVERNING LAW AND GOVERNING VERSION

- 9.1 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.
- 9.2 These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Macau SAR. The Customer submits to the non-exclusive jurisdiction of the Macau courts.

Important:

RMB is currently not freely convertible and is subject to exchange controls and restrictions. For example, you may have to allow time for conversion of RMB from/to another currency of an amount exceeding the daily limit. Besides, there is no guarantee that RMB will not depreciate. If customers convert Macau Patacas or any other currency into RMB so as to invest in RMB denominated investment products and subsequently convert the RMB Repayment Amount back into Macau Patacas or any other currency, you may suffer a loss if RMB depreciates against Macau Patacas or other currency.