

**Notice of Amendments to the Master Terms and Conditions - Banking Services (“Master Terms”)**

Industrial and Commercial Bank of China (Asia) Limited (“We” or the “Bank”) would like to notify you of the amendments to its Master Terms that will take effect from 31 January 2022 (the “Effective Date”). The amendments to the Master Terms are set out in the Annex to this Notice.

The amendments include:

1. Changes to clauses 1.4, 2.1, 2.2, 12.1 (b) and 18.1 respectively of the Master Terms;
2. Addition of clauses 2.3 to 2.7 to the Master Terms;
3. Addition of clause 6.5 to Schedule 1 : Banking services of the Master Terms;
4. Changes to clause 19 of Schedule 2 : Electronic services of the Master Terms;
5. Changes to clauses 3 and 6 of Schedule 3 : RMB Account of the Master Terms; and
6. Addition of clauses 20 to 23 to Schedule 3 : RMB Account of the Master Terms.

Please note that the amended Master Terms shall be binding on you if you continue to maintain any account with the Bank and use the Bank’s services on or after the Effective Date. If you do not wish to accept the above amendments, please notify us before the Effective Date. We may however not be able to continue providing the services contemplated under the amended Master Terms.

From the Effective Date, any references to the Master Terms in any other terms and conditions, agreements or documents entered into between us shall be deemed to be references to the amended Master Terms.

You may obtain a copy of the amended Master Terms on our website at [www.icbcasia.com](http://www.icbcasia.com) or any of our branches on or after the Effective Date. For enquiry, please contact our staff or call our Customer Service Hotline at (852) 218 95588.

If there is any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

**Industrial and Commercial Bank of China (Asia) Limited**

December 2021

(This is a computer-generated letter and no signature is required)

## Annex

From the Effective Date, the Master Terms and Conditions - Banking Services shall be amended as follows (Amendments are underlined and deletions are crossed out):

1. Clause 1.4 will be amended as follows :

**“1.4 Please read these Terms and Conditions carefully, particularly Clause 2 (Information), Clauses 6 (Password), 8 (Charges and overdue interest), 10 (Limit of our liability), 11 (Your indemnity), and 13 (Set-off and lien).”**

2. Clauses 2.1 and 2.2 will be amended as follows :

**“2. Information**

2.1 ~~(Whether an individual, company or otherwise) y~~You confirm ~~you have having~~ read our notice to customers (as amended from time to time) relating to the Personal Data (Privacy) Ordinance on display in our branches or otherwise made available to you. You authorize us to use your information for the purposes and to disclose them to the persons referred to in that notice (as from time to time amended).

2.2 Without prejudice to the generality of the foregoing, you authorise us (a) to use, store, disclose, transfer (whether within or outside Hong Kong) or exchange any all information in connection with these Terms and Conditions or other information in respect of your accounts, business, service, product, credit facility and/or accommodation provided or to be provided by us to you and business with us provided to us by you or otherwise known to us (“Customer Information”) to our branches and offices and to any of our subsidiaries or associated companies or holding company or any subsidiary or associated company of that holding company, any financial institutions, debt collection agencies, agents, credit providing companies, charge or credit card issuing companies, credit reference agencies, service providers or contractors; and (b) to disclose any Customer Information to any person or government authority or regulatory body if required by any law, rule, regulation, court order, codes or guidelines in any jurisdiction. Subject to the aforesaid, we shall keep Customer Information confidential and shall not disclose the same to any third party without prior written consent from you.”

3. The following new clauses will be inserted as clauses 2.3 to 2.7 and the original clauses 2.3 to 2.5 will be renumbered as clauses 2.8 to 2.10 accordingly :

~~“2.3 You confirm and warrant that, in respect of any information provided to us that relates to a third party (including any of your authorized signatory(ies), authorized user(s), shareholder, director, associate or partner), you have obtained the consent of such third party to the provision of such information to us for the purposes set out in this Clause 2 and for disclosure to such persons as stipulated in this Clause 2.~~

~~2.4 You further authorize us to contact any of his/her/their employers (if applicable), other banks, referees or any other sources for the purpose of obtaining or exchanging any information and to compare the information provided by you with other information collected by us for checking purposes. We are entitled to use the result of such comparison to take any action which may be adverse to the interest of or against you or any of you (if you are more than one person).~~

~~2.5 You expressly authorize us to record by tape or other devices all communications between you and/or any of our authorized person(s) by telephone from time to time, including any communication through our telephone hotline, and further agree that if a dispute arises at any time in relation to the contents of any such communication, the recording of such communication, or a transcript thereof certified as a true transcript by our staff and officer, shall be conclusive evidence between you and us as to the contents and nature of such communication unless and until the contrary is established, and may be used as evidence in such dispute.~~

~~2.6 You shall immediately inform us in writing of any change in your personal particulars, address, telephone number, facsimile number or e-mail address, or any change in the name, identification number or address of any of your authorized signatory(ies), authorized user(s), shareholder(s) or director(s) (if you are a limited company) or partners (if you are a partnership firm).~~

~~2.7 You will provide any further materials or information, as may be reasonably requested by us from time to time, to enable us to perform our duties and obligations under these Terms and Conditions, or to ensure compliance with the applicable laws and regulations.~~

~~2.38 You confirm that all information you give to us at any time is true and complete in all material respects. You will promptly notify us of any material change to that information.~~

~~2.49 The ownership and all copyright and other intellectual property rights of any nature in or relating to our services, website, materials, software or documentation vest in us or, if provided by a third party, in that party. No right, licence or interest is granted to you except a licence to access solely for the purposes of our services.~~

~~2.510 You will not copy, disseminate, exploit or change any information (including software) provided by us or use them for any purposes other than for your own reference.”~~

4. Clause 12.1 (b) will be amended as follows :

**“12. Your representations**

12.1 You represent to us that:

(a).....

(b) all documents and information (including but not limited to identity documents proving your true and full identity) you deliver to us are valid, true, ~~and~~ complete and accurate;”

5. The following new Sub-clause will be inserted as clause 18.1 (h) with the original clauses 18.1 (h) and (i) be renumbered as clauses 18.1 (i) and (j) accordingly :

**“18. Miscellaneous**

18.1 If you are 2 or more persons:

(a).....

(h) if any one of you become mentally incapacitated, we may freeze the account until there is a legally valid arrangement with respect to the interest of the affected account holder;

(hi) any one of you may, by written notice to us freeze the account. You will notify the others of your decision. The account can only be reactivated by all of you and

(ij) an account may only be closed in accordance with the signing arrangement in your mandate.”

6. The following new clause will be inserted as clause 6.5 to **Schedule 1 :Banking service** :

**“Schedule 1 : Banking services**

.....

**6. Foreign currencies**

.....

6.5 We will transact as principal when we enter into any foreign currencies and/or foreign exchange transactions with you.”

7. Clause 19 of **Schedule 2 : Electronic services** will be amended as follows :

**“Schedule 2 : Electronic services**

.....

19. Records (including the statements of account) will only be retained in our system or website for the period reasonably determined by us.”

8. Clauses 3 and 6 of **Schedule 3 : RMB Account** will be amended as follows :

**“Schedule 3 : RMB Account**

.....

3. Unless otherwise agreed by us, you may only open one RMB Savings Account and/or one RMB Current Account with us (whether in your own name or jointly with another person) subject to the requirement that you hold a valid Hong Kong Identity Card and we may at any time, by 14 days’ prior notice to you, close any other RMB Savings Account(s) and/or RMB Current Account(s) maintained by you with us. The notice may, if necessary under the circumstances, take effect immediately.

.....

6. Except as provided in Clause 7, 8 and 9 in this Schedule and except where we stipulate otherwise, no transfer shall be made from or to the RMB Savings Account. ~~Except where we stipulate otherwise, no cheque shall be deposited or drawn in respect of any RMB Account.”~~

9. The following new clauses will be inserted as Clauses 20 to 23 of **Schedule 3 : RMB Account** :

**“Schedule 3 : RMB Account**

.....

20. Use of Renminbi cheques in Hong Kong should comply with the usual banking practices in Hong Kong.

21. You acknowledge and agree that the operation of the RMB Account(s) shall be subject to any restrictions which may from time to time be imposed on the Bank (which restrictions may have immediate effect if so required by any regulator or other authority in Hong Kong or mainland China or by the clearing institution for Renminbi clearing and settlement services in Hong Kong).

22. You shall comply with all laws of Hong Kong and mainland China, and all rules, conditions, regulations and other requirements from time to time of any regulator or other authority in Hong Kong or mainland China which are applicable to Renminbi services.

23. We may:

23.1 take any action, with or without notice to you, to comply with any requirements of the clearing institution for Renminbi clearing and settlement services in Hong Kong, any agent bank in mainland China through which we conduct Renminbi clearing and settlement services, or any regulator or other authority in Hong Kong or mainland China;

23.2 without prejudice to Sub-clause 23.1 above, provide any information about you, your accounts and transactions to any entity referred to in Sub-clause 23.1 above;

23.3 delay or decline, without giving reason and without liability, to execute any instructions from you or to accept any Renminbi deposit; and

23.4 at any time in any way vary, suspend, withdraw or terminate all or any part of the Renminbi services, or impose any conditions or restrictions, whether or not any such action applies to any of our other customers.”



綜合條款及條件  
銀行服務  
Master Terms and Conditions  
Banking Services

# 中國工商銀行(亞洲)有限公司

## 綜合條款及條件 - 銀行服務

### 1. 適用性

- 1.1 本條款及條件(包括各附件)適用於你(客戶)在本行(中國工商銀行(亞洲)有限公司)的所有賬戶及本行向你提供的所有服務。
- 1.2 附表構成本條款及條件的一部分。倘個別服務的條文與一般條文有抵觸,個別服務的條文將凌駕於一般條文。
- 1.3 在適用於一項服務的條款或條件中,除文意另有所指外,對「本行」及本行的所有提述均包括本行的繼任人及受讓人。「你」包括你的遺產管理人、繼承人及遺產代理人。表示單數的詞語包括眾數,反之亦然。表示一種性別的詞語應包括每種性別。「營業日」指本行在香港開門營業的日子(不包括星期六下午)。「包括」並無限制意義。「人士」包括個人、公司、協會、獨資經營商號、合夥商號、會所及社團。所有標題只為易於參考而設,並不影響詮釋。本行的條款及條件以淺白語言撰寫,詮釋務須公正及公允。針對擬備人而設的詮釋規則並不適用。
- 1.4 請你細閱本條款及條件,特別是第2條(資料)、第6條(密碼)、第8條(收費及逾期利息)、第10條(本行責任的限制)、第11條(你的彌償保證)及第13條(抵銷及留置權)。

### 2. 資料

- 2.1 你須確認已閱讀本行在分行展示或以其他方式給予客戶有關《個人資料(私隱)條例》的通知(可不時修訂)。你授權本行使用你的資料作該通知(可不時修訂)所述用途,並向該通知(可不時修訂)所述人士披露該等資料。
- 2.2 在無損上文的一般性情況下,你授權本行(a)使用、存儲、披露、傳遞(無論在香港境內或境外)予本行的分行及辦事處、本行的任何附屬公司或有聯繫公司或母公司或該母公司的任何附屬公司或有聯繫公司或任何金融機構、收債機構、代理商、信貸公司、收費或信用卡發行公司、信貸參考機構、服務提供商或承包商或上述實體交換任何關於本條款及條件的資料或其他有關由本行提供或將提供予你的戶口、業務、服務、產品、信貸融通及/或通融的資料(「客戶資料」);及(b)按任何司法管轄區的任何法律、法規、規則、法院指令、守則或指引所規定,將任何客戶資料披露予任何人士、政府部門或監管機構。在符合上述的規定下,本行將對客戶資料予以保密。若未獲您的書面同意前,本行不會將客戶資料披露予任何第三方人士。
- 2.3 你須確認並保證,就提供予本行有關第三方的任何資料(包括你的任何授權簽字人、授權用戶、股東、董事、聯繫人或合夥人),你已獲得該第三方同意,根據第2條規定的目的向本行提供該等信息,並向第2條規定的人披露該等信息。
- 2.4 你進一步授權本行與他/她/他們的任何雇主(如適用)、其他銀行、推薦人或任何其他來源聯繫,以獲取或交換任何資料,並將你提供的信息與本行收集的其他信息比較以作檢查。本行有權依據該等比較結果,採取任何可能不利於你或你們任何一人(如你是多於一人)利益的行動。
- 2.5 你明確授權本行通過錄音帶或其他設備不時記錄你及/或本行任何授權人員之間任何電話通信,包括通過本行的電話熱線進行的任何通信,並進一步同意,如任何時間發生有關該通信內容的爭議,該通信記錄或經本行職員及人員核證為真確的筆錄將是該通信內容及性質的最終證據(除非及直至有相反之證據支持),並可用作該爭議的證據。
- 2.6 如你的個人資料、地址、電話號碼、傳真號碼或電郵地址有任何更改,或你的任何授權簽字人、授權用戶、股東、董事(如你為有限公司)或合夥人(如你為合營公司)的名稱、身份證號碼或地址有任何更改,你須立即以書面通知本行該等更改。
- 2.7 你將根據本行不時合理要求提供任何進一步的材料或資料,以使本行能履行本條款及條件下的義務及責任,或確保遵守適用法律及法規。
- 2.8 你須確認你在任何時間給予本行的所有資料在所有重要方面均屬真實及完整。資料如有任何重大更改,你將從速通知本行。
- 2.9 對於或有關本行服務、網站、材料、軟件或文件的擁有權及所有版權及任何性質的其他知識產權權利均屬本行所有,如以上各項是由第三方提供,則屬該第三方所有。你並無獲授予任何權利、特許或利益,但僅作取用本行服務之用的特許則除外。
- 2.10 你將不會複製、散播、利用或更改本行所提述的任何資料(包括電腦軟件),或使用該等資料作供自己參考以外的任何用途。

### 3. 本行的服務

- 3.1 在使用服務或開立賬戶前,你將遵守本行合理的規定。每項服務只可在本行所合理決定的時間內提供,並須遵守本行所合理決定的程序及條件。本行可拒絕給予你使用服務而毋須負責。
- 3.2 每項服務及賬戶亦須受本行不時適用於該服務或賬戶的條款及條件管轄。假若該等條款及條件與本條款及條件有抵觸,概以該等條款及條件為準。
- 3.3 你將會就你的賬戶或指示作出本行(在接納你的指示之時或之後)合理所需的一切事宜。在你已採取所有該等行動之前,你不會操作賬戶或使用服務。
- 3.4 本行在接獲所有必要的指示、資金、財產及文件之前毋須採取行動,但仍可如此行事。假如本行如此行事,本行可徵收合理利息及費用,並且可終止或結束任何交易(包括存款),合理費用由你負擔。本行在接到你的指示時,可在你的賬戶扣除款項,或在你的賬戶「凍結」本行合理估計執行你的指示所需金額的資金及財產。假如本行不如此行事,或本行本着真誠作出或遺漏任何事情,則本行的權利不會受到影響。
- 3.5 你只會使用本行的服務作合法用途。

### 4. 本行的角色

- 4.1 在執行你的指示時,本行將採取合理謹慎措施。本行的責任限於在本條款及條件及本行對有關服務的條款及條件(如有)中所列明的責任。本條款及條件(在可能範圍內)適用於代表你進行的及與本行進行的交易。
- 4.2 你授權本行及本行委任的任何人士作出,就與本行的服務有關的各方面而言,為有合理需要或屬適宜的一切行動。
- 4.3 本行可真誠地作出或不作出任何事宜,該等事宜是本行相信有必要藉以遵守任何法律、規則、規則或慣例(包括監管機構、香港銀行公會、交易所及結算所的規則、守則、指引及慣例)。以上所有行動及不作為均對你具約束力。
- 4.4 本行可使用代理人、經紀、託管人、代名人、往來銀行、網絡、交易所、結算所及其他人士的服務以持有你的財產或履行任何服務。上述各方可能為本行的附屬成員。其服務條款及條件將適用於你的交易。你須支付他們的收費,並就他們的合理申索向本行作出彌償。本行挑選代理人時將採取合理謹慎措施。本行只會根據適用法律委任合資格擔任託管人的人士為託管人。
- 4.5 本行不會提供法律或稅務意見。你將自行取得有關意見。

### 5. 你的指示

- 5.1 你只可透過本行所通知的方式(本行將合理地行事),根據你的授權書(如適用的話)中的簽署安排及本行的合理規定向本行發出指示。本行可拒絕或按照並非透過以上方式給予的指示行事。不同的服務可能有不同的發出指示方式。
- 5.2 你的被授權簽字人在你給予本行的書面授權的範圍內具你的授權。
- 5.3 你可以遵守本行的合理程序,更改你的被授權簽字人或簽署安排。
- 5.4 在本行取得你的撤銷授權書面通知之前,授權將不會被撤回。授權將仍然有效,直至本行收到有關你已身故或無行為能力的書面通知。即使你章程有任何改變,授權亦仍然有效。
- 5.5 本行可合理地將本行所接獲你的指示視為你意圖發出的指示。任何指示,若本行合理地相信是由你或經你的授權發出,均屬有效並對你具約束力,而不論該指示事實上是是否已獲授權。本行可要求身分或授權的憑證。本行可將你作出與另一項指示重複的指示視為另一項指示,除非本行實際上於執行前已知悉其為一項重複的指示。
- 5.6 你將確保你的指示完整及正確。如你的指示含糊不清,你授權本行以本行認為合理的任何方式行事。指示一經接納,除非經本行同意(本行將合理地行事),否則不得更改或取消。即使未能履行指示,你仍可能須支付合理收費及開支。
- 5.7 假如指示是本行就相關交易的營業時間以外接獲,你的賬戶可按照市場慣例在同一日被扣除款項,但該指示可能須於本行下一個營業日處理。
- 5.8 如指示未能全面執行,可能會部分執行。除另行議定外,指示或其部分若未能在營業日內(或如較早,交易終止前)獲得執行,交易將告失效。

### 6. 密碼

- 6.1 「密碼」指本行接受以認證使用者,並且透過本行所告知的一個或以上渠道取得進入賬戶或服務的一種或以上的的方法,可包括身分證明或號碼、字母、代碼、數碼簽署、借記卡或其他卡、象徵標誌、圖章、印章、任何事物。不同的密碼可以由不同的使用者使用或用於不同的渠道。

- 6.2 任何透過你的密碼所發出的指示均對你具約束力，即使你的授權書或其他安排有不同的規定亦然。更改你的被授權簽字人或簽署安排不會影響以你的密碼進行操作。如本行提供此項選擇，則用於一個渠道的密碼亦可能適用於其他服務或渠道，而任何使用將對你具約束力。
- 6.3 你將須採取一切合理的審慎措施，穩妥保密你的密碼。假如你未當面收取密碼，你將獲本行寄發密碼，所涉風險須由你自負。若情況許可，你可盡快更改本行給予你的密碼。
- 6.4 假如你發覺或相信你的密碼遭泄露、遺失或盜用，或曾發生任何未經授權交易，你須在合理切實可行範圍內盡快致電本行所告知的電話號碼或其他方式通知本行。本行在接獲本行合理地相信為真實的報告後所採取的任何行動，一律毋須承擔任何責任。
- 6.5 假如你以欺詐手法行事或因嚴重疏忽，或容許第三方使用你的密碼，或未能遵守第6.3或6.4條，你有責任承擔所有損失。然而，你毋須就因透過你的賬戶進行的未經授權交易而蒙受的直接損失負責。是項條款不適用於以下情況：(a) 除非未經授權指示是以電子方式發出，(b) 除非你是個人(不包括全東商號、合夥商號、會所及社團)，或 (c) 透過可用作支付商品及服務費用或提取現金的任何塑料卡進行的未經授權交易。

## 7. 付款 / 交付

- 7.1 在日常操作過程中所作出的付款會在你為此目的所指定，以同一貨幣列值的賬戶(包括一賬戶下的分賬戶)扣除。這也適用於你賬戶被「凍結」的資金。本行將參考你以付款貨幣列值的賬戶(或分賬戶)，決定有否足夠結餘或備用信貸服務。然而，本行可「凍結」其他貨幣的金額。如有必要，本行可以(但無義務)將以一種貨幣收取或支付的金額按本行現貨匯率兌換為另一種貨幣。本行可以就任何計算，按本行現貨匯率將金額由一種貨幣名義上兌換為另一種貨幣。
- 7.2 在符合適用的法律及規例下，經必要的扣除或扣起後，款項才會向你支付。
- 7.3 你須以本行通知的合理方法，向本行支付可自由轉讓及已清算的資金。任何一方無論交付任何財產，須以本行所通知的合理方式進行。
- 7.4 假如在任何日期，每方須為兩項或以上的交易以同一貨幣付款，則每方於該日支付有關金額的責任將(按本行作出的選擇)獲解除，而原須支付較大金額的一方將須向另一方支付該金額超出較小金額之數。
- 7.5 你須應要求向本行償還你所欠的所有款項(假如無議定到期日)。
- 7.6 你的付款將不會受任何條件所限制，亦不受制於任何稅項、預扣稅或扣稅金額。假如法律規定須預扣或扣除任何稅款，你將須支付額外的金額，使本行所收取的淨額相等於在無預扣或扣除的情況下應已收取的淨額金額。你需要準時向稅務當局付款，並向本行送交憑證。
- 7.7 你須以負債貨幣支付款項。本行收到的其他貨幣的款項只會在一定限度內解除你的負債，該限度是止於本行可在切實可行情況下用所收取的金額以購入的負債貨幣的淨金額。你須保證彌償本行的任何合理損失及開支，有關彌償乃一項獨立責任，且不論法庭裁決如何。本行只需證明假如當時交易已實際進行或購買已經完成，本行就會招致損失，即屬足夠。
- 7.8 本行可將任何收取的款項以本行合理地選擇的次序減低你的負債，或存入一個暫記賬戶，以保留本行證明你全部負債的權利。
- 7.9 為你賬戶所收入的款項或項目，在本行無條件地收到已清算的資金前，不可被提取或使用，也不會賺取利息。假如款項或項目或其部分並未實際上收到，本行可從你的賬戶扣除一切合理損失及開支。你將要承擔貸記你賬戶之日至其後扣款之日(如本行合理地行事)，任何匯率差額所引致的損失。
- 7.10 假如你未當面收取財產或文件，向你寄發該財產及文件，風險概由你承擔。
- 7.11 本行可向你追討任何錯誤付款。
- 7.12 本行可按照市場慣例保留向你支付待貸記於你賬戶的款項所產生的利息，亦可保留代表你支付待付款項所產生的利息。
- 7.13 除另有協定者外，任何付款、交收或釐定，若於非營業日到期，將改為於本行下一個營業日到期。
- 7.14 本行向你支付的現金將捨去金額的分位，只取角位(或如屬日圓或其他外幣，則只取最接近的日圓或按照市場慣例的單位)，即已構成悉數支付。
- 7.15 除另有協定者外，須由本行支付或交付的任何款項或項目只會在香港開立該賬戶的本行辦事處支付或交付。

## 8. 收費及逾期利息

- 8.1 本行可在給予你合理通知後不時徵收及(本行將合理地行事)更改合理費用及收費。本行將於你的賬戶扣除有關收費，而此等收費或會於非營業日內執行。本行的現行費用及收費表可按要求提供。
- 8.2 你須在議定時間或本行要求時，向本行支付費用及收費，以及所有合理實際開支，包括有關你的證券的應付款項、本行代表你支付的金額(連同根據本行未經安排備用信貸服務利率計算的利息)、本行的代理人費用及開支、交易所、結算所、註冊處及監管機構的費用及徵費，以及稅項。
- 8.3 已支付的費用及收費一概不獲退還。然而，假如你因本條款及條件更改而終止某項服務，除非金額微不足道，否則本行將按比例退還已就該服務支付的任何年費或定期費用。
- 8.4 利息由到期日或(如較早)本行代表你支付款項的日期至實際償還日期(判決前後)根據你的所有應付款項累計(或會為非營業日)。利息須應要求支付，並且乃根據本行的未經安排備用信貸服務利率，按照本行對有關貨幣的慣例，將實際日數除以 360 或 365 而計算，按本行的合理規定計算複利。

## 9. 賬戶結單 / 確認書

- 9.1 如先前已同意或如你的賬戶是證券賬戶，除非根據適用規例毋須提供結單(例如你的賬戶並無交易及賬戶的結餘是零)，本行將向你提供你的賬戶的每月或其他定期結單。如你收不到結單，你將會通知本行。
- 9.2 你須承諾在收到每份賬戶結單或確認書後仔細查核。假如你發現任何錯誤或未經授權交易，你須在收到結單或確認書當日起計 90 天內或在議定時間或本行合理規定時間內，通知本行。假如你在該期限內並未通知本行，結單或確認書內的所有記項將成為不可推翻的記項，並對你具有約束力，明顯錯誤除外。
- 9.3 即使你未於 90 天內通知本行，你毋須對以下未經授權交易負責：(a) 任何第三方偽造或欺詐所造成的未經授權交易，而本行並無對其採取合理的謹慎措施和技巧；或 (b) 本行僱員或代理人偽造或欺詐所造成的未經授權交易；或本行失責或疏忽所造成的其他未經授權交易。除非你是個人(不包括全東商號、合夥商號、會所及社團)，否則是項條款並不適用。
- 9.4 任何文件均可寄往本行所知你的最後地址。

## 10. 本行責任的限制

- 10.1 除因本行疏忽或故意不當的行為所造成者外，本行概不就以下各項負責：
- (a) 阻延或干擾你取用賬戶或服務，或未能使用賬戶或服務；
  - (b) 透過互聯網、電話或任何其他媒介發送訊息出現任何遺失、錯誤、延遲、錯誤指示、舞弊或未經授權的修改或截取，或服務、賬戶或資料未經授權而被取用；
  - (c) 未能執行或執行你的指示時出現錯誤；
  - (d) 任何軟件、設備或系統出現任何錯誤、操作失常、中斷、暫停、不足或故障；
  - (e) 任何可損害電腦硬件或軟件功能的東西(包括任何電腦病毒)；或
  - (f) 因終止你的賬戶或終止向你提供任何服務而產生的任何損失或損害。
- 10.2 本行毋須就第三方、政府、市場干擾或任何超出本行控制的事件所造成的任何損失負責。就本行的作為或不作為而言，本行只須就嚴重疏忽或欺詐行為負責。本行毋須就本行有關辦事處被禁止執行事務而向你交代。
- 10.3 在受第 10.6 條的規限下，本行均毋須就任何間接、特別、附帶引起或相應的損害賠償負責。
- 10.4 本行提供的任何資料僅作參考。除另有說明者外，該等資料並非要約。你確認本行並無就任何資料或任何投資結果作出任何陳述、保證或擔保。除另有說明者外，所提供的任何價格、利率或其他報價僅作參考，並可於本行確認接受你的要約前毋須給予通知而更改。除另有說明者外，你應付的價格並不包括(而你將額外支付)適用的稅項、稅費、交易徵費、合理費用及開支。
- 10.5 本行毋須核證本行合理地相信是真實的任何文件的有效性或真確性。
- 10.6 第 10 條及第 11 條在適用法律所容許的範圍內施行。例如，如管制免責條款條例適用，第 10 條及第 11 條只有在符合該條例的合理標準的範圍內適用。
11. 你的彌償保證

- 11.1 你将彌償本行及本行董事和僱員因你的指示、你的賬戶或向你提供服務所產生的任何負債、合理損失或開支(包括稅項或交易費)，除因本行疏忽或故意不當的行為所造成者外。
- 11.2 對於你或你的僱員或代理人的任何作為或不作為(包括違反本條款及條件或適用於賬戶、服務或交易的條款或條件)，你須使本行獲得彌償。你須向本行支付行使或執行本行權利(包括向你追討任何款項或聽取本行認為就你的賬戶所需的任何意見)所合理招致的所有合理金額開支(包括法律費用及本行的行政開支)。
- 11.3 本行可僱用第三方代理人向你追討逾期款項，合理費用由你支付。

## 12. 你的陳述

- 12.1 你向本行陳述：
- (a) 除非你已以書面通知本行並非如此，否則你是賬戶的唯一實益擁有人，不附帶第三方索償或利益，及你會以當事人身分而並非任何其他人士的代理人訂立每項交易；
  - (b) 你交付予本行的全部文件及資料(包括但不限於證明你真實及完整身份的身份證件)均為有效、真實、完整及準確；
  - (c) 你是根據本身的獨立決定訂立每項交易，交易對你適當與否是根據你的自行判斷或你認為需要的第三方顧問意見；你明白及接納有關交易的條款及風險，且不會倚賴本行的意見或建議；
  - (d) 你有足夠的能力及權力履行你在本條款及條件及各項交易下的責任；
  - (e) 你在履行及執行你的責任時，不會違反任何法律或規則；及
  - (f) 你的責任根據條款乃合法、有效及可強制執行。
- 12.2 假如你持有客戶賬戶，你向本行陳述及承諾：
- (a) 你已安排可靠的系統核證客戶身分；
  - (b) 你擁有合適的系統及控制設施，能將聯合賬戶中的資金分配予個別的基本客戶；
  - (c) 本行可就透過有關賬戶進行的交易提出合理查詢；及
  - (d) 你對用來開立有關賬戶的資金的來源或出入該賬戶的資金的來源均認為滿意。
- 12.3 以上陳述被視為在每次進行交易之日重複作出，於終止本行服務後仍然有效。

## 13. 抵銷及留置權

- 13.1 假如你有任何款項應付而未付或假如有第三方提出任何申索，本行可不向你發出事先通知而將你在任何地方在本行的所有或任何賬戶(不論單獨持有或與他人共有)及將你的所有負債(不論屬實際或或然性質、主要或從屬、將來的或現有的、單獨或聯同其他、到期或未到期的)合併。就此而言，本行可將任何貨幣按本行現貨匯率兌換為另一種貨幣，可把將來的負債以商業上合理的形式經本行貼現成現值，當作目前欠負者處理，並可合理地估計或然或不可以數量計算負債的金額。這並非旨在設定抵押權益。
- 13.2 本行可從你的一個或以上賬戶內扣除你的任何應付金額(或其部分)。
- 13.3 你的財產(不論屬任何性質、所在何處，以及是否由本行持有作安全保管或其他用途)受一項以本行為受益人的留置權規限。假如你不履行你對本行或本行任何附屬公司負上的任何重大責任，本行可根據本行合理地釐定的價格、條款及方法出售你的任何物業或其中部分。本行可運用款項淨額減低你的負債(不論是否因本條款及條件產生)。

## 14. 改變

- 14.1 在受第 14.2 條的規限下，本行可改變本行的服務、營運方式、任何規定、時間限制或金錢款額，或實施限制，或暫停或取消任何服務(涉及所有或任何一個或多個賬戶)。本行可改變服務的名稱。本行可改變本行的營業時間或可提供服務的時間。該等改變可不經通知而作出，而本行亦毋須承擔責任。
- 14.2 本行可隨時改變適用於任何服務或賬戶的任何條款及條件，並以通知知會你。如改變影響到費用、收費或你的權利或義務，在實際可行情況下該通知將於 30 日後生效。
- 14.3 當本行認為，為保障本行的利益起見屬必要時，本行可(但無義務)立即暫停或凍結任何服務或賬戶。假如本行得悉你已被提出破產或清盤的呈請，或已召開會議考慮你的清盤決議案，或你的合夥商號已被解散，或根據任何法律進行任何類似法律程序，或任何第三方申索或你已身故或精神上無行為能力，或本行真誠地認為就你的賬戶而言有任何不符合規定之處，則本行可凍結你的賬戶。

## 15. 證據

- 15.1 本行任何形式的賬戶及記錄對該處所述事情或事實而言均為不可推翻，並對你具約束力，明顯錯誤除外。你同意該等賬戶及記錄將於任何法庭或審裁處獲接納為當中所記錄的事實及事情的證據。本行可記錄與你的對話而無須給予警告。
- 15.2 本行保留權利，將本行的所有計算、估計及決定作為不可推翻，並對你具約束力，明顯錯誤除外。
- 15.3 任何有關你的賬戶的文件經以本行合理決定的方式記錄後，本行可予以銷毀。記錄只會在本行決定的期間保留。
- 15.4 本行可更正任何文件或記錄的任何錯誤，毋須事先通知你。

## 16. 通訊

在不影響其他通訊方式的情況下，你同意收到以下列一種或以上方式送交的通訊，及你將在下列情況下被視為已收悉該等通訊：

- (a) 當通訊已在本行於香港一個或以上的銀行大堂張貼 3 個營業日，
- (b) 通訊在一份香港報章刊登的 3 個營業日後，
- (c) 當通訊在本行網站刊登，
- (d) 當通訊留交於你在本行記錄中的任何地址，或郵寄予該地址 48 小時後(或如屬海外地址則為 7 日後)，
- (e) 當通訊以電子郵件、訊息或圖文傳真發送往你在本行記錄中的電郵地址、設備或圖文傳真號碼，或
- (f) 當透過致電本行所記錄在案的任何號碼或以其他口頭通訊轉達時(包括留下語音訊息)，即使郵件被退還(如屬郵寄)，或你已身故或喪失能力。

## 17. 終止

- 17.1 你可在給予本行 30 日或本行接受的較短期間的事先書面通知後終止賬戶或服務，但你須遵守本行的合理規定及向本行支付合理費用。
- 17.2 本行可於給予你不於 30 日事先通知後終止你的賬戶。在特殊情況下(包括但不限於賬戶被用作或懷疑被用作不法用途)，本行可立刻結束你的賬戶而無須事先通知。
- 17.3 在你的賬戶終止後 14 日(或本行同意的較長期間)內，你須給予本行交付你的財產(如有)的指示(你須承擔風險，並受本行權利規限)，並支付所有合理費用及開支。假如你不依此行事，本行將繼續根據本條款及條件持有財產，但不附帶任何責任(你須承擔風險，並受本行權利規限)。由終止日期起，任何貸方結餘概不會獲支付利息。
- 17.4 終止賬戶或服務不會影響累積權利或仍然生效的交易。本行可取消、結束或完成任何未完結的指示或合約。條款 2 (資料)、條款 7 (付款 / 交付)、條款 8.4 (逾期利息)、條款 10 (本行責任的限制)、條款 11 (你的彌償保證)、條款 13 (抵銷及留置權)及條款 15 (證據)於賬戶終止後仍然有效。

## 18. 其他事項

- 18.1 假如你是兩名或以上人士：
- (a) 你的責任是共同及個別的；對你的提述包括你當中任何一人；
  - (b) 除另行議定外，你當中任何一人有全面權力對你全體的一切事宜構成約束。如有任何互相抵觸的指示，本行可拒絕行事。簽署安排只可以由你全體人士更改；
  - (c) 向你當中任何一人付款或交付任何東西均會解除本行對你全體的責任；應付予你當中任何一人的款項可存入你的聯名賬戶內；
  - (d) 向你當中任何一人發出的通訊乃向你全體發出的有效通訊；

- (e) 本行可與你當中一人或以上達成妥協、解除責任或處理事宜，而不影響其他各人的負債；
- (f) 本行可以你聯名賬戶的結餘減低你當中任何一人或以上的負債；
- (g) (除非你是合夥商號，或賬戶是代第三方持有的)你任何一人一旦身故，賬戶中的現金或其他財產將歸尚存者所有；
- (h) 如你當中任何一人精神上失去行為能力，本行可能會凍結該賬戶，直至有就受影響賬戶持有人利益作出法律上有效的安排為止；
- (i) 你當中任何一人可以書面通知本行(副本抄送你當中的其他人)凍結賬戶。你須通知其他人你的決定。你全體同意方可從新啟動賬戶；及
- (j) 結束一個賬戶須根據你的授權書中的簽署安排辦理。

18.2 假如你是合夥商號：

- (a) 對你合夥協議的限制概不會對本行構成約束，而你的賬戶將受本條款及條件規管；所有合夥人(不論是一般、特別或限責合夥人)將共同及各別地承擔責任；
- (b) 除本行另行同意外，若有新合夥人加入，你需要給以書面明確解除，否則退任合夥人仍須負上責任；
- (c) 即使已通知你的合夥商號的組成有任何變動或解散，其餘合夥人仍可全權以任何方式處理你的賬戶。本行可以相同名稱為新公司開立賬戶，並且不經查詢為新公司收取指定給予舊公司的任何款項；及
- (d) 你當中任何一人一旦身故，公司將繼續擁有賬戶中的現金或其他財產。

18.3 假如你代另一位人士持有賬戶，你除了須承擔該名人士對於賬戶的責任外，也須共同及個別接納對於你賬戶的個人責任。你須確認你獲全面授權開立、操作及結束該賬戶。你須彌償本行涉及該賬戶的任何交易所產生的任何負債、合理損失或開支。

18.4 本行的權利不受你身故、喪失能力、重組、組織變動、無力償債、破產或清盤所影響。

18.5 適用於一個賬戶或一項服務的條款及條件亦適用於所有未完成及未來的交易。

18.6 你須負責就本行為你處理的交易提交報稅表及其他回覆及報告。

18.7 你須在必要時自費取得及維持使用服務所需的適當設備、設施及接駁(包括電腦、軟件及通訊接駁)。你須負責支付所有電話、互聯網服務及其他收費。

18.8 你不可在未經本行事先同意(本行將合理地行事)的情況下出讓、轉讓或承擔你的賬戶或與本行的任何交易。本行可出讓或轉讓本行的所有或任何權利及義務。

18.9 權利是累積性的，可多次行使及並不排除法律規定的權利及補救方法。假如任何條文或條文中的部分失效，所有其他條文仍具有十足效力及作用。

18.10 任何權利的未能行使或延遲行使並不構成豁免，而任何權利的單次或部分行使將不會妨礙本行的進一步行使該權利或任何其他權利。

18.11 除另行議定外，本行的所有條款及條件及與你進行的所有交易均須受香港特別行政區的法律管限。雙方均願受香港法庭的非專屬性司法管轄權管轄。

**19. 並無第三者權利**

19.1 並非本條款及條件(或相關條款及條件(視情況適用))任何一方的任何人士或實體，將不會擁有任何適用法律及規例下的任何權利，包括但不限於合約(第三者權利)條例(香港法例第623章)，亦不會擁有導致或賦予第三者強制執行本條款及條件(或相關條款及條件(視情況適用))任何部分的合約或其他權利。

**附件 1：銀行服務**

**1. 代收 / 存入**

1.1 本行可毋須給予理由而拒絕或接納(受條件限制)一項有待收取的項目。你須向本行支付合理領取費用，包括本行、付款銀行及任何代理銀行的收費。本行在貸記你賬戶前會澄清任何不明確之處。在無疏忽或故意不當的行為的情況下，本行毋須對未能收取或在過程中的任何延誤、遺失或損毀負責。除特別同意者外，本行不會安排拒付證明或採取類似行動。

1.2 如賬戶名稱與抬頭人姓名/名稱不同，即使支票附有背書，本行仍可按本行的酌情權，拒絕代收支票。

1.3 假如你未當面收取任何文件或項目，本行可將該文件或項目寄郵給你，但你須承擔郵誤風險。

1.4 你須確認你是你要求本行代收或貼現的項目的唯一擁有人。你授權本行(本行將合理地行事)就為你收取的項目所給予任何擔保。本行可酌情選擇或買入或代收的項目。

1.5 在每日截票時間後存入的項目(包括現金)，均被視作在本行下一個營業日存入。於截票時間前存入託收，而付款人為位於香港的銀行的支票，有關利息將於當日貸記。假如支票於截票時間後存入，利息會於本行下一個營業日累算。假如支票退票，利息則會被取消，而合理收費將會適用。

1.6 利息只會於匯入匯款貸記於你的賬戶後累計。本行將在收到款項後的一段合理時間內通知你。至於匯入的跨境付款，在本行確認收到資金及完成任何必要的檢查後，你方可使用匯款。假如本行未能如此行事，本行將通知你並提供解釋，除非本行有足夠理據不作通知及解釋。

1.7 本行可(在合理地行事的情況下)應本行的代理銀行或付款銀行要求退還未向你支付的任何已收取金額而毋須承擔責任。

1.8 就本行對你存入項目的點算結果，將對你有約束力，明顯錯誤除外。

**2. 付出 / 匯款**

2.1 付款指令須在你的賬戶具有足夠相關貨幣的已清算資金，並遵從本行的規定下，方能被執行。該等規定可能包括金額限制，以及提取辦事處的限制。特別而言，以現金或電子方式的提取可能會受限制。

2.2 假如本行向你或你的代表付款(包括兌付支票)，而你的賬戶中並無足夠的已清算資金或付款額超出備用信貸服務限額，你須連同利息及本行合理收費向本行支付不足之數。

2.3 本行獲授權向持有本行相信是由你簽署的提款指示的人士付款，但亦可能需要你親身到場。

2.4 要求停止或更改兌付可能須提供充分的證據、彌償保證，如屬本行發出的匯票，則須交回原有匯票。即使兌付未能停止或更改，本行亦毋須負責；收費將不獲退還。本行只會於在經與代理銀行或收款銀行確認付款票據已被取消，並經收到已結清資金及扣除所有合理開支及(如適用的話)按本行現貨匯率兌換付款貨幣為港元後退還款項。在無疏忽或故意不當的行為的情況下，本行將不會就任何因匯率變動、利息或其他事項所產生的任何延誤或損失負責。

2.5 在無疏忽或故意不當的行為的情況下，本行毋須為任何延誤或未能執行支付或付匯或交付任何項目而負責。本行毋須就收款銀行支付你的受款人的時間或其未能支付或向收款銀行追討任何付款而負責。本行的代理銀行及本行可進行或避免進行他們或本行相信就遵守任何適用的外國法律、規例或慣例所需的任何事宜。上述所有的作為及不作為均對你具約束力。

2.6 匯出香港的資金可能在香港或目的地進行貨幣兌換。除另行議定外，匯款貨幣將為付款國家的貨幣，合理收費(包括本行的代理銀行收費)將在付款予受款人前扣除。

2.7 本行毋須負責告知你任何本地或外國法律、規例或關稅的規定(包括外匯管制)。本行建議你自行查詢。

2.8 如本行合理地認為有需要，可將款項匯往與你要求不同的地點，或可開出匯票其支付地與你的要求不同。

2.9 假如你的匯款或匯票申請使用暫訂匯率，本行在合理地釐定適用的匯率後，可未經事先通知而在你的賬戶扣除任何不足之數或貸記任何收益。

2.10 本行將採取合理步驟以遵照你設定的匯款收款日，但並不保證一定可達到你的要求。受款人或其往來銀行收取款項的時間將受制於本地及海外的截票時間及其他程序。

2.11 你授權本行向有關銀行、其他機構及主管當局披露你的個人資料及關於你的匯款的資料。

2.12 准許付款予第三者賬戶的服務涉及多項風險，例如得以存取你的賬戶的未獲授權人士可向第三者賬戶付款。

**3. 賬戶**

3.1 本行會為若干賬戶向你支付貸方結餘的利息。利息將按本行不時釐定的利率及時間(或會於非營業日內執行)貸記於你的賬戶。不同的貨幣利率各有不同。每日利息將按照本行對有關貨幣的慣例以每年360天或365天計算。假如賬戶在貸記利息當天之前結束，本行支付的利息將截至上一個月份或本行按照本行慣例合理地選擇的任何日期為止。



- 3.2 假如你的賬戶獲發存摺：
- (a) 每次進行櫃位交易均應出示存摺。你應於每次交易後查看存摺，以確保已記入適當的交易記錄，如有任何錯誤，應從速通知本行；
  - (b) 存摺僅作參考用途，不一定會顯示正確的結餘，例如交易進行後可能在存摺並無記錄。本行記錄顯示的結餘是正確結餘，明顯錯誤除外。
- 3.3 假如你的賬戶獲發賬戶卡，每次櫃位交易均應出示該卡。
- 3.4 本行可(在合理地行事的情況下)免除客戶出示存摺或賬戶卡而毋須承擔責任。
- 3.5 你應將你的存摺及賬戶卡鎖好。如有遺失，你應盡快向本行報失。本行在回應你報失前的一段合理時間內，毋須就任何付款負責。本行會發出新存摺、賬戶卡及賬戶號碼，但你須作出令本行滿意的彌償保證、解釋及支付本行合理收費。
- 3.6 存摺及賬戶卡乃本行財產，兩者均不得轉讓。你不應以任何方式竄改存摺或賬戶卡。
- 3.7 假如你的賬戶結餘少於本行合理規定的最低金額，或如你的賬戶在本行指明的一段時間並無運作，本行可收取合理費用或採用零利率。不活動戶的交易可能受到限制。
- 3.8 本行可按照市場慣例就貸方結餘徵收費用。如賬戶在3個月內結束，本行可收取合理費用。

#### 「零存整付」儲蓄計劃

- 3.9 你將會於協定日期將協定期存款存入指定賬戶。如存款日為星期六或非營業日，存款日將押後至下一個營業日。提前存款須直至協定存款日方可賺取利息。
- 3.10 本金及按協定利率計算的利息只會在協定存款期結束時方會支付給你。如你未能在任何存款日存入協定款額，本行將毋須支付利息，並且可在扣除本行的合理收費及融資損失後終止存款安排及退回本金。如你要求在到期前提取存款，本行保留權利不支付利息並徵收合理收費。

#### 4. 支票

- 4.1 支票應僅以本行規定的方式開出，並應用於本行准許的賬戶。
- 4.2 若未有採取以合理的謹慎措施開出支票，或以可能助長塗改、欺詐或偽造的方法或方式開出支票，則你須就所有損失及合理費用負責。
- 4.3 本行可當面將支票簿交付給你，或交予持有你的授權指示的任何人或以平郵或掛號郵遞方式寄送至你的通訊地址並從你的賬戶扣除郵資，所涉風險由你承擔。
- 4.4 收到新支票簿後，你應檢查序號、賬戶號碼、你的列印姓名及支票頁數。如有任何不妥當情況，你應盡快通知本行。
- 4.5 你須將你的支票簿鎖好。支票如有遺失你應盡快向本行報失。就你的支票的止付要求或報失，本行在一段合理時間作出處理前，本行不會對任何付款負責。
- 4.6 假如支票並未按你在本行記錄在案的簽字式樣簽署，或不正確地填寫、或更改而未經你全簽確認、或損毀、或屬期票或屬過期支票，本行會將支票退回拒付。在此情況下本行將收取合理費用。你的簽字式樣如有更改，只在本行已將其記錄在案後方會生效。
- 4.7 對於不能以合理謹慎措施察覺的支票或票據上的任何更改，本行不會負責。
- 4.8 假如多張支票同時兌付，本行可決定兌付次序而毋須承擔責任。
- 4.9 你的賬戶結束後，本行可拒付任何其後兌付的支票而毋須承擔責任。
- 4.10 你在結束賬戶時，需將所有未使用的支票交還予本行。
- 4.11 你開出的支票兌付及以電子方式記錄後，可由代收銀行或香港銀行同業結算公司(「香港銀行同業結算公司」)保留，保留期間為列於有關香港銀行同業結算公司營運的支票交換系統規則內的期間，其後將會銷毀。你授權本行與代收銀行及香港銀行同業結算公司訂立合約。
- 4.12 備用信貸服務安排乃由本行酌情決定是否批出。利息及收費將按本行不時釐定的利率及方式收取。本行可隨時削減、取消、暫停或增加備用信貸服務安排款額，或要求立即償還所有尚欠款項及利息。
- 4.13 「支票」在適用情況下包括銀票、匯票、本票及其他付款票據。

#### 5. 存款

- 5.1 定期、通知及其他存款僅可以本行接受的期間及利率，以及本行發出的存款確認書所指明的貨幣及最低金額存入。本行提供的任何其他利率及資料均無約束力。
- 5.2 你應仔細查看每次的存款確認書，如有任何錯誤須儘快通知本行。本行可能要求你交回在完好狀況下的確認書正本，以提取存款。新存款確認書或自動續期通知書將於續期時發出。
- 5.3 存款不可在到期前提取。就通知存款而言，「到期」指你與本行議定的通知期屆滿。本行可准許提早提取存款，但你須承擔本行的損失、合理開支及收費。即使准許提早提取存款，本行保留權利不支付存款利息，而你可能被要求償付任何已獲支付的利息。
- 5.4 存款利息只會在到期時支付。利息乃根據存款的本金額按照議定利率由存款生效日期至到期日(但不包括該日)的日數計算。就通知存款而言，利息將按日計算，利率按可比較金額及年期由本行所報的浮動利率計算。
- 5.5 原應在非營業日到期的存款將在下一個營業日到期。
- 5.6 本行可以(但無義務)就已到期但未被續期或提取的存款，按本行的儲蓄賬戶利率或由本行所釐定的任何其他利率支付利息，或按在續期日營業時間結束時本行就同類存款所報出的利率，按相同期限為存款續期。須予自動續期的存款將按在續期日營業時間結束時本行就同類存款所報出的利率計付利息。

#### 6. 外幣

- 6.1 「外幣」指港元以外的貨幣，與及本行同意作本行服務之用的國際接受為等同於貨幣的記賬單位。
- 6.2 本行對外幣交易可以港元或外幣交收，並可按本行的現貨匯率將任何貨幣兌換為另一種貨幣。
- 6.3 將外幣存款存入外幣賬戶可能會受到限制。存款如獲本行接納，你將要支付合理代兌換手續費及本行的合理收費。
- 6.4 在扣除合理代兌換手續費及本行的合理收費後，本行可以通過以下任何一種或多種方式支付提款，毋須對因而產生的任何損失承擔責任：
- (a) 以有關貨幣的電匯或其他轉賬方式支付；
  - (b) 開出有關貨幣的本票，兌付銀行及地點由本行合理決定；
  - (c) 在本行的有關分行有足夠外幣現鈔的情況下，以有關貨幣支付現鈔；
  - (d) 按本行的電匯或現鈔匯率(由本行選擇)買入港元，以港元支付。
- 6.5 本行會以主事人身分與你訂立外幣及/或外匯交易。

#### 7. 美元/歐元結算

在香港進行美元及歐元結算的附加規定為：

- 7.1 你承認香港的美元及歐元結算系統的操作是分別受美元結算所規則與美元操作程序及歐元結算所規則與歐元操作程序(每種規則及程序均經不時修改)所規限。
- 7.2 你同意，對於由香港金融管理局真誠地或由交收機構、香港銀行同業結算有限公司、美元或歐元結算所的任何成員，或任何其他人士在結算所或結算設施或其任何部分的管理、營運或使用(包括但不限於交收機構、結算設施或任何成員的終止及/或暫停)方面所作出或所遺漏作出的任何事宜而直接或間接不論以何種形式引起或導致，亦不論類型或性質為何的任何申索、損失、損害或費用(包括商業損失、喪失商業機會、利潤損失、特別或間接或相應而生的損失)(即使香港金融管理局已知道或理應已知道可能存在該等申索、損失、損害或費用)，香港金融管理局對任何人士無須負上任何法律責任。
- 7.3 在不影響本附件中第7.2條條文的情況下，你同意，對於因金融管理局按照或根據美元結算所規則與美元操作程序及歐元結算所規則與歐元操作程序所發出的任何通知、意見或批核而直接或間接不論以任何形式產生亦不論類型或性質為何的任何索償、損失、損害或費用(包括商業損失、喪失商業機

會、利潤損失、特別或間接或隨之而產生的損失)，金融管理局對你並無任何責任，或招致任何法律責任，即使金融管理局事前知道或事前應合理知道該等索償、損失、損害或費用可能存在。

## 8. 借記卡（自動櫃員機卡）

- 8.1 你將獲發一張卡及密碼（或在個別情況下讓你選擇密碼），以進入該等自動櫃員機、銷售終端機及其他設備，存取有關賬戶及本行不時在有關渠道提供的服務。
- 8.2 經本行通知的貨幣為單位的支票及現金（硬幣除外）可存入自動櫃員機，惟須經本行最後點核，點核所得對你具約束力，明顯錯誤除外。假如本行發現有任何出入，本行保留從存款戶口內扣取該等紙幣總值的權利。點核工作未必會在存款當天進行。存入的支票，由本行以代收方式處理，票款須待兌現後方能使用。
- 8.3 你的卡僅供你使用，並且不得轉讓。該卡乃是本行的財物。你須應本行要求將該卡交還本行。在你向本行交還該卡前，透過你的卡所進行的一切交易概由你負責。
- 8.4 各卡須根據有關條件及合理手續費補發。未得本行事先同意前不得使用於其後尋回的失卡。
- 8.5 你授權本行把涉及使用你的卡或密碼或兩者的任何交易的金額，借記於你的賬戶。然而，你毋須就下列各項所引致向你的賬戶錯誤地收取的任何款項及其任何應計利息負責：
  - (a) 當你尚未收到該卡時，該卡被不當使用；
  - (b) 對於在你已發出充分通知（表示該卡或個人密碼被遺失或被盜用或有其他人知道個人密碼）之後，未經你授權的所有交易（但如你曾以欺詐方式或在嚴重疏忽下行事，或容許第三者使用你的密碼，或未能遵守你在本綜合條款及條件中第 6.3 或 6.4 條下有關密碼的責任，則作別論）；
  - (c) 當所使用的終端機或其他系統出現故障，導致持卡人蒙受直接損失，但如該故障是明顯的，或已藉顯示信息或通告通知持卡人則除外；及
  - (d) 當交易是透過使用偽造卡而進行時。
- 8.6 你無權憑卡獲得貸款。
- 8.7 在無疏忽或無故意不當的行為的情況下，對於你無法使用你的卡或密碼，或任何卡、自動櫃員機或其他設備的失靈，本行概不負責。對於你使用卡或密碼購買的貨品或服務，本行概不負責。你僅可向有關貨品或服務的供應商提出索償。
- 8.8 取消該卡不會取消賬戶。
- 8.9 假如本行是一個共享電子系統的一方，本行將對因系統另一方引致或帶來使用該卡所產生的任何損失向你負責。

## 9. 自動調撥服務（只適用於「理財金賬戶」或「理財 e 時代」）

- 9.1 假如你的往來賬戶當日結束時結餘出現透支或超過該賬戶的備用信貸服務限額，你可使用自動調撥服務將資金由儲蓄賬戶自動調撥至同一貨幣的往來賬戶。為免產生疑問，本項服務並不包括人民幣的轉賬。
- 9.2 本行會於下一個營業日處理任何該等轉賬，惟該適用的儲蓄賬戶必須有足夠結存。假如被轉賬的資金不足以支付往來賬戶的透支款項或該賬戶下任何備用信貸服務限額已超出之款項（因該儲蓄賬戶沒有足夠結存或預先設定的透支限額已經或將會被超出或因其它理由），則本行不會從該儲蓄賬戶進行轉賬。
- 9.3 本行可不時設定及更改由港元儲蓄賬戶及美元儲蓄賬戶自動調撥的每日最高限額。本行將就此對你作出通知。任何轉賬均不可超出每日的最高限額，本行亦只會執行在每日最高限額以內的轉賬。
- 9.4 假如本行因系統故障或本行無法控制的其他原因而未能於進行轉賬或匯款，則本行毋須進行有關轉賬或匯款，除非及直至本行認為合理可行為止。本行於本項服務下的責任在任何時候皆受本綜合條款及條件第 10 條（本行責任的限制）所限制。
- 9.5 本行會對往來賬戶的透支款項或超出該賬戶下的任何備用信貸服務限額之款項，按本行當時釐定的透支利率收取利息，直至該等款項已獲得償還。
- 9.6 本行可不時的酌釐定對自動調撥服務之費用及收費。你授權本行在你指定的賬戶扣除任何費用、收費、開支及利息（如有）及本行因執行你的指示所產生現有的或或然的負債。

## 10. 免退票及自動轉賬保障服務（只適用於「理財金賬戶」或「理財 e 時代」）

- 10.1 在本行的同意下，適用客戶可選擇使用免退票及自動轉賬保障服務。惟客戶須符合本行不時訂定之條件，而此項服務僅適用於港元往來賬戶。
- 10.2 如你的港元往來賬戶因支票及/或自動轉賬而引起的資金不足，本行可透過免退票及自動轉賬保障服務支付 (a) 任何支票以避免退票；及/或 (b) 任何自動轉賬指示。
- 10.3 每筆轉賬之最高轉賬限額將不時由你與本行協定。
- 10.4 本行將設定免退票及自動轉賬保障服務之最高轉賬限額以支付支票及/或自動轉賬。
- 10.5 在本行的同意下，你可設定免退票及自動轉賬保障服務之最高轉賬限額，但該限額不得超過本行就此項服務不時設定之最高限額。假如你並未設定此項服務的最高限額，本行可全權酌釐定所適用之最高限額。
- 10.6 本行在支付任何支票及/或自動轉賬之金額之後，將按本行不時釐定的利息計算並通知你。
- 10.7 如果你的支票/自動轉賬指示金額超過你或本行就免退票及自動轉賬保障服務所設之最高限額，本行將保留退回該支票及/或拒絕執行該自動轉賬指示的權利。
- 10.8 本行（按合理行事的方式）可不時知會你修訂此項服務及有關要求。
- 10.9 本行可向你收取因使用免退票及自動轉賬保障服務的支出及費用，本行可不時知會你更改有關之收費率及支付方式。
- 10.10 本行可隨時就免退票及自動轉賬保障服務所適用之港元往來賬戶（或你與本行協定之其他該等賬戶）扣除你使用免退票及自動轉賬保障服務所應付之利息、其他費用及支出。

## 附件2：電子銀行服務

1. 你可透過互聯網、電話，或本行建議的其他電子網絡或設備，進入本行不時提供的電子銀行服務。你的指示可能由電腦自動處理而並無任何監督。
2. 你明白及知悉，電子服務乃提供作為一種額外服務或渠道，以接收你的指示，並且不應被視作取代其他獲接納的發出指示方法。若無法提供電子服務，你將會使用其他方法或渠道向本行發出指示。
3. 你知悉，如使用網上銀行服務購買證券，該服務只在可依法提供該服務的司法管轄區並在可依法提供該服務之時方可提供。該服務及有關該服務的資料不擬由在其他司法管轄區的人士接達或使用。你知悉並將遵守任何適用法律及規例。
4. 一經申請使用電子銀行服務，你即已確認你有適當設備及設施，並同意收取本行取代紙張或其他通訊所發出的電子通訊。
5. 除了運用本行准許的設備（及軟件）以及通訊格式之外，或為以合理方式進入本行所提供服務的目的或任何方式之外，你不會進入本行的電子銀行服務。你將保證由你或由代表你的人士所發出訊息的內容不會抵觸適用法律。
6. 你與本行之間透過電子訊息方式訂立的合約乃在香港及於本行最終確認你發出指示時訂立。假如你沒有收到確認書，你必須向本行查詢。
7. 電子訊息被視為經訊息發送人簽署的書面文件。任何一方不得對以電子訊息訂立的合約的有效性基於其訂定的方式而提出異議。
8. 假如本行要求你再確認，則你必須於時限內再確認，否則你的指示無效。
9. 假如基於任何理由（例如於截止時間後）本行系統不接納你的指示，你應重新嘗試。本行的系統不會自行重新處理你的指示。本行的系統可處理你的指示，而毋須查核該指示是否與其他訊息有抵觸。
10. 你的賬戶結單可以通過寄存在本行網頁一個既安全，又可以用你的密碼存取的位置的方式向你發出。你可使用你的密碼進入本行網頁。你將依時閱覽賬戶結單。
11. 本行可接納或拒絕本行系統所收取但與有關渠道所提供的服務無關的指示。
12. 你將透過同一通訊渠道就某宗交易與本行通訊。在有需要時，你須引述由本行所指定的交易編號。本行可（在合理地行事的情況下）使用任何可用渠道與你通訊。

13. 你承認本行可基於電腦操作為理由拒絕已經受理的指示。你將向本行查明是否已執行你的指示。本行將不會就任何執行或未執行指示而知會你。
14. 你承認以你的密碼發出的電子指示，可將任何賬戶就電子銀行服務進行登記，使之可透過電子指示進入。
15. 你不會更改、規避或干擾本行的服務運作或本行的網頁運作。未經本行同意，你不會更改由你所下載的任何表格。
16. 在你的電腦或其他設備上所顯示或打印的交易及訊息僅供你參考之用。
17. 本行可向你的電腦或設備下載資料，包括識別數據。
18. 當訊息已經本行的系統寄出或於本行網頁登佈，你被視為已收取該等訊息。
19. 有關的記錄（包括賬戶結單）只會在本行合理決定的期間保留在本行的系統或網頁內。20. 與其他網絡聯繫的超連結服務僅為你的便利而提供。這些超連結服務並不構成本行推薦或認許其他網站。本行對其他網站的內容概不負責，亦無核實該等網站的內容。
21. 本行的網頁由本行寄存，並通過一個獨立服務供應商連結互聯網。該獨立服務供應商並非本行的代理人，本行已挑選一個有信譽的供應商，惟本行對該供應商的作為或不作為概不負責任何責任。
22. 在適用範圍內，本附件亦適用於本行發行的塑膠卡。
23. 你須及時遵守本行不時列明使用電子銀行服務的有關保安措施。

## 附件 2A: 白表 eIPO 網上繳費服務 免責聲明

1. 你（客戶）（作為認購可能在或不在香港聯合交易所有限公司上市的若干證券（定義見證券及期貨條例）（香港法例第 571 章）發售（「發售」）的申請人）同意承擔透過由或代中國工商銀行（亞洲）有限公司（「工銀亞洲」或「本行」（按適用））運作及/或維持的互聯網網站（「網站」）不時提供的網上服務（詳情見下文）（「白表 eIPO 網上繳費服務」）及透過互聯網進行交易所涉及的風險，包括（i）因互聯網的公開性質而造成資料（包括但不限於個人資料）外洩、資料遺失、資料錯誤傳送、電腦程式錯誤及病毒入侵；及（ii）未經授權使用、系統故障、服務停用、截取、干擾、傳送中斷或延遲傳送。
2. 本行並非以你的投資顧問的身份向你提供白表 eIPO 網上繳費服務，本行亦毋須就你因使用白表 eIPO 網上繳費服務投資而蒙受的任何損失負責。你須就有關使用白表 eIPO 網上繳費服務的法律、稅務及其他事宜、本條款及條件、綜合條款及條件—銀行服務、由證券發行人或發售方（「發行人」）就適用的股份發售發行所提供的相關資料或任何發售文件（「發售文件」）及就每項發售的網上申請指示以及根據所有適用法律可能對你造成影響的任何交易及買賣尋求獨立專業意見。
3. 在任何適用法律及規例的規限下，除因本行疏忽或故意不當的行為所造成者外，任何原因（包括但不限於任何電腦或電子設備的任何故障或錯誤）引致任何延遲按照任何指示行事或導致部分完成或未能或無法按照你的任何指示行事，本行概不就你蒙受的任何損失、損害賠償或開支負責。
4. 本行獲授權酌情採取本行認為有利於本行提供白表 eIPO 網上繳費服務的措施，包括遵守任何政府或監管機構的任何法律、規例、命令、指令、通告或要求（不論是否具有法律效力）或任何提供中央結算及交收設施的系統的規則及規例。
5. 除非本行亦為發行人，否則，就發售文件及申請表格（如適用）的內容而言，本行（i）毋須承擔任何法律責任，（ii）毋須負責，（iii）並未授權及（iv）不應視作已授權。

### 1. 白表 eIPO 網上繳費服務

- 1.1 在本條款及條件及不時修正之綜合條款及條件—銀行服務的規限下，本行將透過網站提供白表 eIPO 網上繳費服務予你用作支付你的電子首次公開發售申請。
- 1.2 本條款及條件構成綜合條款及條件—銀行服務的一部分。倘本條款及條件的條文與綜合條款及條件—銀行服務的一般條文有抵觸，本條款及條件有關白表 eIPO 網上繳費服務的條文將凌駕有所抵觸條文。
- 1.3 本條款及條件一經接納，即你委任及授權本行不時代表你根據你的指示由你在本行開立的指定戶口內將資金轉往收款人的有關戶口。倘若你指定戶口資金不足，或在本行認為有合理理據支援下，本行保留權利拒絕按你的指示行事。本行為代表你使用白表 eIPO 網上繳費服務的代理人，而非參與電子首次公開發售申請的各方的代理人。
- 1.4 你必須符合以下條件，方可享用白表 eIPO 網上繳費服務：
  - 1.4.1 你符合資格按發售文件所載的條款及條件申請證券；
  - 1.4.2 你年滿 18 歲；及
  - 1.4.3 你符合發行人及/或本行指定的其他規定（如有）。
- 1.5 本行可全權酌情不時訂定透過白表 eIPO 網上繳費服務支付的最高金額，包括但不限於以每項交易或以每日計算，而毋須事先通知。同時，為計算此項付款金額，本行會將你每日的其他白表 eIPO 網上繳費交易的付款金額合併計算。
- 1.6 你透過白表 eIPO 網上繳費服務遞交的付款指示乃不可撤回，且在未經本行事先同意前不得予以撤銷。
- 1.7 本行將會編配一個參考編號以確認接獲透過白表 eIPO 網上繳費服務支付或轉賬至收款人的指示，該編號將於螢幕顯示（為免生疑問，此舉並不構成發行人接納你認購該等證券的要約）。於參考編號在螢幕顯示時，你即被視為已接獲該編號。本行並無責任另行通知你自己獲分配的參考編號及你透過白表 eIPO 網上繳費服務應付的金額。
- 1.8 本行或代表本行按本附件中第 1.7 條所述方式確認及承認的所有指示（不論是否由你或宣稱代表你的任何其他人士發出）均不可撤回，且對你具約束力。本行並無責任查核任何該等指示的權限或真確性。
- 1.9 本行謹此獲你授權：
  - 1.9.1 本行酌情向你的指定戶口扣除或透支申請款額（連同任何溢價，如適用），以及本行因履行你的指示而產生的實際或或然負債等任何其他金額；
  - 1.9.2 如其貨幣有別於證券者，則按本行的即期匯率兌換任何認購款額。你須承擔因該兌換產生的任何匯兌虧損。
- 1.10 你透過白表 eIPO 網上繳費服務遞交付款指示時，應確保有足夠資金存入指定戶口，以應付付款指示及根據白表 eIPO 網上繳費服務的相關開支。
- 1.11 你在使用白表 eIPO 網上繳費服務時，會被要求確認及核實資料；有關付款指示及用作扣除認購款項及相關費用的指定戶口資料。你應鍵入或輸入該等資料並小心核對其準確性。本行毋須因任何由你提供的失誤或錯誤資料而導致任何錯付款項承擔任何責任。

### 2. 你的責任

- 2.1 聲明、保證及同意嚴格遵守本條款及條件以及發售文件所載的所有條文、網上申請指示、網站所載的付款指示頁次及其他指示使用白表 eIPO 網上繳費服務；
- 2.2 授權本行向與發售相關的任何人士或，任何法律、規例、法令或任何政府或監管機構所規定的其他人士披露及轉移所有有關你的資料；或倘本行認為（按合理行事的方式）該披露及轉移就提供白表 eIPO 網上繳費服務乃屬必要；或發售要求或規定作出該披露及轉移，則授權本行向任何其他人士披露及轉移所有有關你的資料；
- 2.3 授權本行按本行合理認為對提供白表 eIPO 網上繳費服務乃屬必要或適宜的情況下送出或轉送有關你的資料及貯存該資料在任何地方；
- 2.4 聲明及承諾你擁有轉移、使用、控制或處理有關或根據使用白表 eIPO 網上繳費服務而向本行提供或本行接獲之個人資料及其他資料所需的一切授權及同意；及
- 2.5 倘本行根據白表 eIPO 網上繳費服務提供服務時轉移、使用、控制或處理個人資料及其他資料違反任何個人權利或違反任何法律或規例而導致任何人士向本行提出任何索償而產生或有關的任何虧損或負債，你須向本行提供彌償。

### 3. 管限條件

- 3.1 使用白表 eIPO 網上繳費服務及透過使用白表 eIPO 網上繳費服務進行的所有交易及買賣，均受本條款及條件、綜合條款及條件—銀行服務、綜合條款及條件—投資產品、銀行服務及戶口申請表格的條款及條件、私隱聲明及責任聲明以及工銀亞洲不時適用的所有其他條款及條件所規限，包括於網上申請指示或網站其他地方載列的條款及條件。該責任聲明及其他條款及條件應按猶如已明文表示其適用於白表 eIPO 網上繳費服務般應用。
- 3.2 每項付款指示亦須受載於與此有關的發售文件內相關發售的條款及條件所規限。

3.3 本條款及條件所載的特定條文只規限所提供的 eIPO 網上繳費服務。就你與轉賬至所屬戶口的有關收款人，或意圖透過網上繳費服務支付所引起或相關的基本交易，包括新股申請，本行並無任何關連或責任。

#### 4. 其他事項

- 4.1 本條款及條件可不時予以修訂、修改及更改。本條款及條件的任何修訂，須待以本行認為合適的任何方式發出通知後，方為有效。倘若你於修訂生效日期當日或之後繼續維持或使用白表 eIPO 網上繳費服務，你將被視為已同意該等修訂。
- 4.2 本行無法行使或延遲行使任何本條款及條件下的權利或補償權，概不應被視為放棄其權利，而本行任何單獨或部分行使任何權利或補救措施亦不應妨礙本行進一步行使或行使任何其他權利或補救措施。本條款及條件所訂明的權利及補救措施可累積行使，亦不會排斥法律規定的任何權利或補償權。
- 4.3 倘若於任何時間，本條款及條件的任何條文在根據任何司法管轄區的任何法律而在任何方面為或成為不合法、無效或無法強制執行，則其餘條文的合法性、有效性或可強制執行性或該條文根據任何其他司法管轄區的法律的合法性、有效性或可強制執行性不會受到任何方式的影響或損害。
- 4.4 本行將採取合理的預防措施以對你就使用白表 eIPO 網上繳費服務向本行提供的資料保密。
- 4.5 本行須根據本條款及條件不時釐定每類通知的形式(不論是以書面或以其他方式)及其通訊模式。

#### 附件3：人民幣賬戶

1. 「人民幣」指中華人民共和國(「中國」)當時的法定貨幣。
2. 「人民幣賬戶」指你在本行開立、操作及置存的人民幣儲蓄賬戶或任何人民幣定期存款賬戶。
3. 除本行另行同意外，在你持有有效香港身份證的規定下，你只可在本行開立一個人民幣儲蓄賬戶及/或一個人民幣往來賬戶(不論以你本人名義或與另一位人士聯名開立)，而本行可以隨時向你發出 14 日事先通知結束你於本行開立的任何其他人民幣儲蓄賬戶及/或人民幣往來賬戶。該通知於必要時可立即生效。
4. 如你已於本行開立一個人民幣儲蓄賬戶，你可在本行酌情決定的規限下開立任何數目之人民幣定期存款賬戶(不論以你本人名義，或倘為你與他人聯名開立的人民幣儲蓄賬戶，則彼等之名義)。
5. 存款存入人民幣儲蓄賬戶只能以人民幣現鈔(本行接納的面額)、以本行根據處理你的指示當時本行釐定的現行匯率，轉換港元(不論以現金或你於本行置存的港元賬戶內之港元)，或以另一位香港人士在本行置存的人民幣賬儲蓄戶轉賬或以本行不時酌情規定的其他方法存入。存款方法將載列於人民幣儲蓄賬戶的存摺或結單內。
6. 除本附件中第 7、8 及 9 條所規定和本行另行規定外，概不得自人民幣儲蓄賬戶支賬或入賬。
7. 你可將人民幣儲蓄賬戶內的資金轉往另一位人士於香港開立的本行人民幣儲蓄賬戶內。
8. 你以同一名義開立的人民幣儲蓄賬戶、人民幣定期存款賬戶及如附件 6 所述的人民幣往來賬戶(如有)之間可以進行轉賬。
9. 你可將人民幣儲蓄賬戶內的資金轉往其以相同名義由你指定及經本行接納於中國的財務機構開立之賬戶(「中國賬戶」)內。根據本條於同一日內自人民幣儲蓄賬戶及其他人民幣賬戶(包括人民幣定期存款賬戶及人民幣往來賬戶)轉賬的資金總額不得超過人民幣 80,000 元(或監管機構(例如中國人民銀行)不時釐定的其他金額)。你可將根據本條轉賬而尚未從中國賬戶提取的資金轉往人民幣儲蓄賬戶，你須受制於中國適用法例及法規的規限及根據中國有關的提款安排。
10. 倘本行因系統故障或本行無法控制的其他原因而未能於任何人民幣賬戶進行存款或轉賬或匯款，則本行毋須進行有關存款、轉賬或匯款，除非及直至本行認為合理可行為止。
11. 除非本行另有說明，否則不得自人民幣定期存款賬戶提款、存款或轉賬，惟根據本附件中第 6 條所述於人民幣儲蓄賬戶的轉賬除外。
12. 自人民幣儲蓄賬戶的提款僅可提取人民幣現鈔、港元現鈔(以本行根據處理你的指示當時本行釐定的現行匯率，將人民幣儲蓄賬戶內的人民幣轉換為港元)或本行不時按其酌情釐定的其他方法提取。
13. 倘客戶要求自人民幣儲蓄賬戶提取人民幣，則本行有權支付人民幣現鈔(視乎本行是否有足夠鈔票而定)或本行以其酌情權可能釐定的其他方法支付。
14. 提款方法將載於人民幣儲蓄賬戶存摺或結單內。
15. 倘因系統故障或本行無法控制的其他原因而延遲或無法付款，則本行可酌情決定不付款，除非及直至本行認為合理可行為止。
16. 人民幣目前並非自由兌換的貨幣，而人民幣的兌換可能受制於相關監管機構(例如中國人民銀行)實施的政策、監管要求及/或其他限制(有關政策、監管要求或其他限制將可能不時更改而毋須另行通知)。本行提供的實際安排可能須視乎相關時間當時的現行政策、監管要求及/或其他限制而定。
17. 本行就人民幣儲蓄賬戶的提款或存款可按本行不時合理地釐定的費率收取服務費。你須按本行釐定的方法支付有關收費，而本行有權合理地自人民幣儲蓄賬戶內扣除有關收費。
18. 本行可(但並無責任)要求你提供本行合理地認為合適的該等文件或資料以確保遵守有關人民幣賬戶的適用中國法例及法規(包括國家外匯管理局所頒佈者)。
19. 人民幣賬戶的所有交易須於本行在香港的主要營業地點或分行的櫃台或透過本行不時酌情決定的其他地方或渠道，如電話、互聯網或自動櫃員機完成。如本行有所規定，則透過電話、互聯網或自動櫃員機發出的指示必須依照該等服務的條款和條件發出。
20. 在香港使用人民幣支票應遵守香港銀行慣例。
21. 你承認並同意，人民幣賬戶的操作須受制於銀行可能不時施加的任何限制(如對應任何香港或中國內地監管機構、其他部門或清算機構對在香港進行的人民幣清算及結算服務的要求，該等限制可能即時生效)。
22. 你須遵守香港及中國內地所有法例，以及適用於人民幣服務，由香港或中國內地任何監管機構或其他部門不時釐定的所有規則、條件、規定及其他要求。
23. 本行可能會：
  - 23.1 在通知或不通知你的情況下採取任何行動，以遵守清算機構對在香港進行的人民幣清算及結算服務、本行通過其進行人民幣清算及結算服務的任何中國內地代理銀行或任何香港或中國內地監管機構或其他部門的任何要求；
  - 23.2 在不影響上述第 23.1 條的情況下，向上述第 23.1 條所述的任何實體提供有關你、你的賬戶及交易的任何資料；
  - 23.3 在不給予理由及毋須承擔責任的情況下，延遲或拒絕執行你的任何指示或接受任何人民幣存款；及
  - 23.4 隨時以任何方式更改、暫停、撤回或終止全部或部分的人民幣服務，或施加任何條件或限制(無論任何該等行動是否適用於本行任何其他客戶)。

#### 附件 4：「綜合賬戶」

1. 合資格的客戶可以按本行不時決定之條款及條件申請開立「綜合賬戶」，「綜合賬戶」包括綜合賬戶服務附表所列之各個分賬戶。
2. 作為「綜合賬戶」客戶，你將有權獲得本行提供的若干服務及優惠及/或隨時按本行接納的方式發出指示以開立一個或以上的賬戶。
3. 你使用「綜合賬戶」賬戶服務及享有優惠時，你同意遵守此「綜合賬戶」賬戶服務的條款及條件以及受任何個別服務及賬戶之特定條款及條件規限。假若有任何歧義，概以個別服務及/或賬戶之條文為準。
4. 「綜合賬戶」之使用及受使用該服務影響之全部交易及買賣，均受本條款及條件、綜合條款及條件 - 銀行服務、銀行服務及賬戶申請表之條款及條件、關於個人資料（私隱）條例的客戶及其他個別人士通知、以及本行其他不時適用之條款及條件所規限。該等條款及條件將應按猶如已明文表示其適用於「綜合賬戶」賬戶服務般應用。
5. 所有「綜合賬戶」客戶均須繳付服務月費。本行可不時調整「綜合賬戶」客戶應須繳付之服務月費。
6. 除非本行作出另行通知，假如你的每日平均理財總值，包括全部存款餘額、你在本行持有之投資組合以及本行不時所決定之其他資產，於此之前連續三個月或其他本行所指定之時段達至港幣 10,000 元 或以上（或本行所訂定之其他數額），你可獲豁免下一個月應付之服務月費。
7. 本行可從你在本行開立的指定賬戶或「綜合賬戶」下的任何分賬戶內扣除「綜合賬戶」服務之費用及收費。
8. 假如你的理財總值低於本行不時訂定之總值下限及你不履行繳付上述第 6 條所指之費用及收費，又或你於指定賬戶或「綜合賬戶」下的任何分賬戶結存不足繳付該項費用及收費，本行可隨時停止或終止你作為「綜合賬戶」賬戶服務客戶所享用的任何或全部「綜合賬戶」賬戶服務及優惠。本行會就該等停止或終止事宜事先向你發出書面通知。
9. 所有借記卡及支票簿（如有）必須於「綜合賬戶」之綜合賬戶被你或本行終結之日交還本行。
10. 本行將可（按合理行事的方式）隨時通知你，為「綜合賬戶」賬戶加入新的銀行服務，或取代、暫停、更改或終止任何「綜合賬戶」賬戶所提供的服務。
11. 在任何適用的法律及規例的規限下，本行毋須就基於任何原因（包括但不限於任何電腦或電子系統或設備的任何故障或錯誤）引致任何延遲、按照任何指示行事或導致部份完成或未能或無法按照你的任何指示行事而使你蒙受的任何損失、損害賠償或開支負責，惟因本行疏忽或故意失責所造成者則作別論。
12. 本行會就你「綜合賬戶」之綜合賬戶下的各分賬戶提供一份綜合月結單。

#### 「綜合賬戶」之綜合賬戶服務附表

1. 港元儲蓄賬戶（「綜合賬戶」之港元儲蓄賬戶）
2. 港元往來賬戶（「綜合賬戶」之港元往來賬戶）
3. 多種貨幣儲蓄賬戶
4. 定期儲蓄賬戶（「綜合賬戶」之定期儲蓄賬戶）
5. 美元往來賬戶
6. 人民幣往來賬戶（僅供香港身份證持有人選擇）
7. 人民幣儲蓄賬戶（僅供香港身份證持有人選擇）
8. 自動櫃員機服務
9. 電子銀行服務

除非本行另行通知，上列 1 至 7 項所指之賬戶統稱為「**「綜合賬戶」之綜合賬戶的分賬戶**」且每一項均為一個「**「綜合賬戶」之綜合賬戶的分賬戶**」，上列 1、3 及 7 項所指之賬戶統稱為「**「綜合賬戶」之儲蓄賬戶**」且每一項均為一個「**「綜合賬戶」之儲蓄賬戶**」，上列 2、5 及 6 項所指之賬戶統稱為「**「綜合賬戶」之往來賬戶**」且每一項均為一個「**「綜合賬戶」之往來賬戶**」。

#### 附件 5：人民幣公司賬戶

1. 「**人民幣**」指中華人民共和國（「**中國**」）當時的法定貨幣。
2. 「**人民幣公司賬戶**」指客戶在本行開立的人民幣儲蓄賬戶或任何人民幣定期存款賬戶，有關客戶必須為提供零售、餐飲、住宿、運輸服務、通訊服務、醫療服務及教育服務（或本行不時決定的其他業務）的香港商業機構。
3. 本行可酌情決定為你開立及置存人民幣公司賬戶，並可（但並無責任）要求你提供本行認為適當的文件或資料，以證明你從事本附件中第 2 條所述之任何一種服務。
4. 除本行另行同意外，你只可在本行開立一個人民幣儲蓄賬戶，而本行可以隨時向你發出 14 日事先通知結束你於本行開立的任何其他人民幣儲蓄賬戶。該通知於必要時可立即生效。
5. 如你已於本行開立一個人民幣儲蓄賬戶，你可在本行酌情決定的規限下開立任何數目之人民幣定期存款賬戶。
6. 存款存入人民幣儲蓄賬戶只能以人民幣現鈔（本行接納的面額）或以本行不時酌情規定的其他方法存入。存款方法將載列於人民幣儲蓄賬戶的存摺或結單內。
7. 除本附件中第 8 條所規定和本行另行規定外，概不得自人民幣儲蓄賬戶支賬或入賬。除本行另有規定，概不得於任何人民幣賬戶存入支票或兌現支票。
8. 你以同一名義開立的人民幣賬戶及人民幣定期存款賬戶之間可以進行轉賬。
9. 除非本行另有說明，否則不得自人民幣定期存款賬戶提款、存款或轉賬，惟根據本附件中第 8 條所述於人民幣儲蓄賬戶的轉賬除外。
10. 自人民幣儲蓄賬戶的提款僅可提取人民幣現鈔、港元現鈔（以本行根據處理你的指示當時本行釐定的現行匯率，將人民幣儲蓄賬戶內的人民幣轉換為港元）或本行不時按其酌情釐定的其他方法提取。
11. 倘客戶要求自人民幣儲蓄賬戶提取人民幣，則本行有權支付人民幣現鈔（視乎本行是否有足夠鈔票而定）或本行以其酌情權可能釐定的其他方法支付。
12. 提款方法將載於人民幣儲蓄賬戶存摺或結單內。
13. 倘因系統故障或本行無法控制的其他原因而延遲或無法付款，則本行可酌情決定不付款，除非及直至本行認為合理可行為止。
14. 本行就人民幣儲蓄賬戶的提款或存款可按本行不時合理地釐定的費率收取服務費。你須按本行釐定的方法支付有關收費，而本行有權合理地自人民幣儲蓄賬戶內扣除有關收費。
15. 本行可（但並無責任）要求你提供本行合理地認為合適的該等文件或資料以確保遵守有關人民幣賬戶的適用中國法例及法規（包括國家外匯管理局所頒佈者）。
16. 人民幣賬戶的所有交易須於本行在香港的主要營業地點或分行的櫃台或透過本行不時酌情決定的其他地方或渠道，如電話、互聯網或自動櫃員機完成。如本行有所規定，則透過電話、互聯網或自動櫃員機發出的指示必須依照該等服務的條款和條件發出。

#### 附件 6：人民幣往來賬戶

1. 「**人民幣**」指中華人民共和國（「**中國**」）當時的法定貨幣。
2. 「**人民幣往來賬戶**」指你在本行開立、操作及置存的人民幣往來賬戶。
3. 「**人民銀行**」指中國人民銀行。

4. 除本行另行同意外，在你持有有效香港身份證的規定下，你只可在本行開立一個人民幣往來賬戶（不論以你本人名義或與另一位人士聯名開立），而本行可隨時向你發出 14 日事先通知結束你於本行開立的任何其他人民幣往來賬戶（不論以你本人名義或與另一位人士聯名開立）。該通知於必要時可立即生效。
5. 存款存入人民幣往來賬戶只能以人民幣現鈔（本行接納的面額）、以本行根據處理你的指示當時本行釐定的現行匯率，轉換港元（不論以現金或你於本行置存的港元賬戶內之港元）、以你或另一位香港人士在本行置存的人民幣儲蓄賬戶轉賬或以本行不時酌情規定的其他方法存入。存款方法將載列於人民幣往來賬戶的結單內。
6. 本行可不時設立適用於人民幣往來賬戶內的人民幣交易之限制，並可採取所有必要行動以遵從人民銀行、中國國家外匯管理局、香港金融管理局、結算機構及任何其他機關的規則及規例。
7. 在不影響本附件條款第 6 條的情況下及不論人民幣往來賬戶內是否具備足夠款項，本行有權以下列方式處理人民幣往來賬戶的運作及其開出的任何支票，而毋須負上任何責任：
  - (a) 在人民幣往來賬戶開出一張金額超過人民幣 80,000 元（或監管機構（例如人民銀行）不時釐定的其他金額）的支票會被退回。
  - (b) 在人民幣往來賬戶每天開出的支票總金額不得超過人民幣 80,000 元（或監管機構（例如人民銀行）不時釐定的其他金額）。如在人民幣往來賬戶開出的多張支票之總金額超過人民幣 80,000 元，本行可絕對酌情決定退回當中任何一張或多張支票。
  - (c) 本行將人民幣往來賬戶的每日結餘上限定於人民幣 80,000 元（或監管機構（例如人民銀行）不時釐定的其他金額）。本行有權將超出的金額轉撥至由你指定並以你相同名義在本行開立之其他賬戶。假如人民幣往來賬戶的每日結餘超過人民幣 80,000 元（或監管機構（例如人民銀行）不時釐定的其他金額），本行亦有權酌情不予處理存款或轉賬交易或於下一個營業日方處理該項交易。
  - (d) 人民幣往來賬戶並無提供任何透支服務，你在任何時候均應在人民幣往來賬戶內維持足夠結餘。如人民幣往來賬戶結餘不足，本行有權（但無責任）在獲得你事先同意的情况下從你在本行開立的其他賬戶轉撥款項以彌補有關缺額，而此項轉賬必須在下一個營業日內完成。本行有權就該項轉賬徵收一項按本行不時規定的費率的手續費。如有關轉賬安排乃按你要求以彌補人民幣往來賬戶結餘不足，而本行認為該等情況出現的次數過多，則本行可酌情提出 14 日事先通知結束有關人民幣往來賬戶。
  - (e) 本行另行同意外，你不得自人民幣往來賬戶轉入或轉出資金。
  - (f) 人民幣目前並非自由兌換的貨幣，而人民幣的兌換可能受制於相關監管機構（例如中國人民銀行）實施的政策、監管要求及/或其他限制（有關政策、監管要求或其他限制將可能不時更改而毋須另行通知）。本行提供的實際安排可能須視乎相關時間當時的現行政策、監管要求及/或其他限制而定。該等匯兌交易只可以本附件條款第 13 條所述的各項方法進行。
  - (g) 在獲得你事先同意下，你可將人民幣往來賬戶內的資金轉往其他以你相同名義並由你指定及經本行接納於中國的財務機構開立之賬戶（「中國賬戶」）內。你從人民幣往來賬戶及所有其他人民幣賬戶（包括人民幣儲蓄賬戶及人民幣定期存款賬戶）在一日內的轉賬總金額不得超過人民幣 80,000 元（或監管機構（例如人民銀行）不時釐定的其他金額）。該項轉賬交易只可以本附件條款第 13 條所述的各項方法進行。你可將根據本條轉賬而尚未從中國賬戶提取的資金轉往人民幣往來賬戶，惟須受制於中國適用法例及法規的規限及根據中國有關的提款安排。
  - (h) 除本行另行同意外，人民幣往來賬戶不可進行任何現金提取。如你獲本行允許從人民幣往來賬戶提取人民幣現金，本行有權在本行備有足夠人民幣現鈔的情況下以人民幣現金付款或以本行酌情決定的其他方法付款。
  - (i) 提款方法將列於結單內，列明人民幣往來賬戶的有關支賬記錄。
8. 如本行因系統故障或本行控制範圍以外的其他理由而未能存入或轉撥或匯入或匯出款項至人民幣往來賬戶，本行毋須存入、轉撥或匯入或匯出該等款項，除非及直至本行合理地能夠進行有關存款、轉賬或匯款為止。
9. 除本行在本附件另有規定外，人民幣往來賬戶不可進行任何提款、存款及轉賬。
10. 倘因系統故障或本行無法控制的其他原因而延遲或無法付款，則本行可酌情決定不付款，除非及直至本行認為合理可行為止。
11. 本行可就任何透過人民幣往來賬戶進行的交易按本行不時合理地釐定的費率收取服務費。你須按本行釐定的方法支付有關收費，而本行有權合理地自人民幣往來賬戶扣除有關收費。
12. 本行可（但並無責任）要求你提供本行合理地認為合適的該等文件或資料以確保遵守有關人民幣往來賬戶的適用中國法例及法規（包括國家外匯管理局所頒佈者）。
13. 有關人民幣往來賬戶的所有轉賬、匯兌及匯款交易須於本行在香港的主要營業地點或分行的櫃台或透過本行不時酌情決定的其他地方或渠道，如電話、互聯網或自動櫃員機完成。如本行有所規定，則透過電話、互聯網或自動櫃員機發出的指示必須依照該等服務的條款和條件發出。
14. 在不影響本附件條款第 6 條的情況下，由人民幣往來賬戶開出的支票須受香港銀行同業結算有限公司設立的人民幣結算系統不時生效的規則所規限。
15. 此綜合條款及條件的附件 1 內第 4 條有關「支票」之條款及條文，惟除第 4.11 條外，應適用於本附件有關人民幣往來賬戶之操作。本附件的各項條文與上述該等有關「支票」的條款及條文如有任何歧異，概以本附件的條文為準。

#### 附件 7：「理財金賬戶」及「理財 e 時代」賬戶服務

1. 「理財金賬戶」及「理財 e 時代」賬戶服務是按本行不時決定之條款及條件而向合資格的客戶提供的綜合理財服務。
2. 作為「理財金賬戶」或「理財 e 時代」賬戶服務客戶，你將有權獲得本行提供的若干服務及優惠及/或隨時按本行接納的方式發出指示以開立一個或以上的賬戶。若干服務及/或優惠僅能提供予已經開立「理財金賬戶」或「理財 e 時代」賬戶的客戶所享用。
3. 你使用「理財金賬戶」或「理財 e 時代」賬戶服務及享有優惠時，你同意遵守此「理財金賬戶」或「理財 e 時代」賬戶服務的條款及條件以及受任何個別服務及賬戶之特定條款及條件規限。假若有任何歧義，概以個別服務及/或賬戶之條文為準。
4. 「理財金賬戶」或「理財 e 時代」賬戶服務之使用及受使用該服務影響之全部交易及買賣，均受本條款及條件、綜合條款及條件、銀行服務、銀行服務及賬戶申請表之條款及條件、關於個人資料（私隱）條例的客戶及其他個別人士通知，以及本行其他不時適用之條款及條件所規限。該等條款及條件將應按猶如已明文表示其適用於「理財金賬戶」或「理財 e 時代」賬戶服務般應用。
5. 受此等條款及條件所規限及遵守所有必須程序，你可在符合下述條件後，登記「理財金賬戶」或「理財 e 時代」賬戶服務：
  - 5.1 你已符合本行所訂定之理財總值或其他要求（如有）；及
  - 5.2 （只適用於「理財金賬戶」服務）你以個人而非信託申請人身份申請。若獲本行接納，公司、合夥商號、獨資經營者、團體或協會可登記理財金賬戶服務的若干服務但不可開立「理財金賬戶」之綜合賬戶。
6. 所有「理財金賬戶」及「理財 e 時代」賬戶服務客戶均須繳付服務月費。本行可不時調整「理財金賬戶」及「理財 e 時代」賬戶服務客戶應須繳付之服務月費。
7. 除非本行作出另行通知，（只適用於「理財金賬戶」服務）假如你的每日平均理財總值，包括全部存款餘額、你在本行持有之投資組合（在「理財金賬戶」之綜合賬戶（如適用）或你於本行開立之其他賬戶內）以及本行不時所決定之其他資產，於此之前連續三個月或其他本行所指定之時段達至港幣 800,000 元 或以上（或本行所訂定之其他數額），你可獲豁免下一個月應付之服務月費。（只適用於「理財 e 時代」賬戶服務）假如你的每日平均理財總值，包括全部存款餘額、你在本行持有之投資組合（在「理財 e 時代」之綜合賬戶（如適用）或你於本行開立之其他賬戶內）以及本行不時所決定之其他資產，於此之前連續三個月或其他本行所指定之時段達至港幣 100,000 元 或以上（或本行所訂定之其他數額），你可獲豁免下一個月應付之服務月費。
8. 本行可從你在本行開立的指定賬戶內扣除「理財金賬戶」及「理財 e 時代」賬戶服務之費用及收費。
9. 假如你的理財總值低於本行不時訂定之總值下限及你不履行繳付本附件中第 7 條所指之費用及收費，又或你於指定賬戶結存不足繳付該項費用及收費，本行可隨時停止或終止你作為「理財金賬戶」或「理財 e 時代」賬戶服務客戶所享用的任何或全部「理財金賬戶」或「理財 e 時代」賬戶服務及優惠。本行會就該等停止或終止事宜事先向你發出書面通知。

10. 作為理財金賬戶服務客戶，你將獲發 (a) 一張理財金賬戶貴賓卡，僅供識別身份使用，或 (b) 如果你選擇開立「理財金賬戶」之綜合賬戶，一張「理財金賬戶」之綜合賬戶借記卡。作為「理財 e 時代」賬戶服務客戶，你將獲發一張「理財 e 時代」之綜合賬戶借記卡。除非發生明顯錯誤，本行之記錄將作為確認你「理財金賬戶」或「理財 e 時代」賬戶服務客戶身份之最終依據。
11. 理財金賬戶貴賓卡及「理財金賬戶」之綜合賬戶借記卡僅為適當的理財金賬戶服務客戶所使用而不可被轉讓。「理財 e 時代」之綜合賬戶借記卡僅為適當的「理財 e 時代」賬戶服務客戶所使用而不可被轉讓。你獲發之全部的卡均須於有關「理財金賬戶」或「理財 e 時代」賬戶服務終止時歸還給本行。
12. 本行將可 (按合理行事的方式) 隨時通知你，為「理財金賬戶」或「理財 e 時代」賬戶服務加入新的銀行服務，或取代、暫停、更改或終止任何「理財金賬戶」或「理財 e 時代」賬戶服務。
13. 在任何適用的法律及規例的規限下，本行毋須就基於任何原因 (包括但不限於任何電腦或電子系統或設備的任何故障或錯誤) 引致任何延遲、按照任何指示行事或導致部份完成或未能或無法按照你的任何指示行事而使你蒙受的任何損失、損害賠償或開支負責，惟因本行疏忽或故意失責所造成者則作別論。

#### 附件 8：「理財金賬戶」及「理財 e 時代」之綜合賬戶

1. 在本行酌情決定的規限下，個人申請者可以向本行申請開立及持有「理財金賬戶」及/或「理財 e 時代」之綜合賬戶。成功開立「理財金賬戶」及/或「理財 e 時代」之綜合賬戶的客戶將自動成為「理財金賬戶」及/或「理財 e 時代」賬戶服務客戶。作為「理財金賬戶」及/或「理財 e 時代」之綜合賬戶客戶，你將獲發一張「理財金賬戶」及/或「理財 e 時代」之綜合賬戶借記卡。
2. 你同意每一項列於以下「理財金賬戶」及「理財 e 時代」之綜合賬戶服務附表的銀行服務及其他本行不時在「理財金賬戶」及「理財 e 時代」之綜合賬戶下提供的銀行服務均受本行不時適用的條款及條件所規限 (包括相關的賬戶授權書及客戶指引)，你亦同意受該等條款及條件約束。
3. 當你終止你的「理財金賬戶」或「理財 e 時代」之綜合賬戶後，你將被視為同時終止了 (a) 你的「理財金賬戶」或「理財 e 時代」之綜合賬戶下所有的分賬戶及 (b) 你在「理財金賬戶」或「理財 e 時代」賬戶服務下所擁有的權利。
4. **資金調撥服務**
  - 4.1 你可以使用資金調撥服務，預先設定若干的準則，給予指示將資金從一個「理財金賬戶」之綜合賬戶的分賬戶轉往另一個「理財金賬戶」之綜合賬戶的分賬戶或從一個「理財 e 時代」之綜合賬戶的分賬戶轉往另一個「理財 e 時代」之綜合賬戶的分賬戶，用作兌換你所選擇的貨幣。
  - 4.2 可預設的準則為：
    - (a) 匯率準則  
在本行同意下，如果你所設定的某貨幣的目標匯率與本行的報價相同，一筆固定或可變動的金額將會定期地被兌換為該種貨幣。
    - (b) 金額準則  
在本行同意下，一筆固定或可變動的金額可定期調撥，惟扣賬賬戶內金額須維持足夠最低金額 (「最低結餘」)。你須遵守最低結餘要求才可以使用是項服務。
    - (c) 頻率準則  
金額可以在本行同意的時間定期地調撥。
  - 4.3 本行可按其酌情權不時規定或改變 (本行將予以通知)：
    - (a) 可供資金調撥服務的貨幣；
    - (b) 每種貨幣的最高或最低調撥金額；
    - (c) 你可進行調撥的時間及頻率；
    - (d) 你可設定的最多或最少調撥指示次數。
  - 4.4 你可決定在某一指定時間內，根據匯率準則及/或金額準則所設定的調撥指示其運作次數的上限。當本行所執行的調撥次數達到你所指定的上限後 (「常備指示」)，該等常備指示將被視為自動終止，此後，本行只會根據你所發出的其他指示行事。
  - 4.5 你的任何資金調撥服務指示，只會在本行處理該等指示後才會生效。該等指示將構成一個根據本條款及條件、任何其他適用的條款及條件及所有適用的法例及規例所作出的資金調撥申請。如有任何抵觸，個別服務及/或賬戶的條文將凌駕於一般條文。
  - 4.6 本行可不時決定是否提供本項服務及因應市場情況或其他理由而酌情暫停本項服務。本項服務亦可能因交易的數量、市場情況或其他情況而未能提供予客戶。
  - 4.7 你須確保有關賬戶有足夠結存 (連同任何適用的費用、收費及利息 (如適用)) 進行你的指示及繳付有關資金調撥服務的費用。
  - 4.8 假如發生以下情況，資金調撥將不會進行：
    - (a) 有關賬戶沒有足夠結存扣除款額；或
    - (b) 有關賬戶有任何不正常的狀況；或
    - (c) 因技術或其他執行上的原因引致該等調撥不能進行。
  - 4.9 本行會根據以下的條件決定「理財金賬戶」或「理財 e 時代」之綜合賬戶的分賬戶是否有足夠結存進行你的調撥指示：
    - (a) 若該調撥涉及匯兌，於執行日進行實際調撥時的賬戶結餘；或
    - (b) 若該調撥不涉及匯兌，於執行日前一營業日結束時的賬戶結餘。
  - 4.10 本行可不時按其絕對酌情權決定本行根據當時釐定的買入價或賣出價來調校匯價準則的時間及次數。本行並無責任以即時的基礎去核對相關外匯市場的匯價及你所選擇的匯率準則，本行亦無責任以該等匯價進行兌換。
  - 4.11 如任何調撥的日子並非營業日，本行將於下一個營業日執行你的指示。
  - 4.12 假如在任何日子你所選擇的準則於同一日達到超過一次，本行只有責任於當天進行一次金額調撥 (除非你另有指示)。
  - 4.13 假如你的賬戶沒有足夠結存或因其他理由而無法支付調撥金額，你須對該項調撥指示所引起的任何費用、收費、開支及利息 (如有) 負責，惟因本行疏忽或故意失責者則作別論。你授權本行在你指定的賬戶扣除任何費用、收費、開支及利息 (如有) 及本行因執行你的指示所產生現有的或或然的負債。
5. **自動備用信貸 (只適用於「理財金賬戶」)**

在本行不時決定並知會你的條款和本條款及條件的規限下，你可獲本行批出「理財金賬戶」之綜合賬戶下的信用限額 (「自動備用信貸」)。你同意：

  - (a) 本行保留絕對酌情權隨時批出、取消、審查及/或修訂自動備用信貸的權利；
  - (b) 自動備用信貸僅提供予「理財金賬戶」之港元往來賬戶；
  - (c) 本行可不時酌情更改預先設定之自動備用信貸上限。你可選擇減少該自動備用信貸的上限；
  - (d) 當你的自動備用信貸處於負結餘時，本行 (依據你與本行之間的協議) 持有之你的任何資產都將不獲放行；
  - (e) 自動備用信貸的利息會根據本行不時按其酌情權為「理財金賬戶」之綜合賬戶客戶而釐定的利率而累算。本行就該等利率變更會在可行情況下盡快通知你。本行可在任何時間就「理財金賬戶」之港元往來賬戶 (或你與本行協定之其他該等賬戶) 扣除自動備用信貸的任何應付利息；
  - (f) 「理財金賬戶」之綜合賬戶的綜合結單將會顯示結單日港元往來賬戶下未付總額 (「未付借方結餘」) 之詳情。以支票或其他方式償還未付借款結餘將根據本條款及條件被接納並受該等條款及條件規限；
  - (g) 本行保留最終決定權於任何時候酌情暫停自動備用信貸或要求就未付的自動備用信貸及其利息及該未付自動備用信貸下的應付金額立即償還；及
  - (h) 如你住址及職業有任何變更，你會以書面通知本行。

## 6. 其他事項

- 6.1 本行會就你「理財金賬戶」或「理財 e 時代」之綜合賬戶下的各分賬戶提供一份綜合月結單。
- 6.2 本行可就「理財金賬戶」及「理財 e 時代」之綜合賬戶客戶的相關「理財金賬戶」或「理財 e 時代」之綜合賬戶下的任何分賬戶扣除其應付的費用及收費。
- 6.3 在任何適用的法律及規例的規限下，本行毋須就基於任何原因(包括但不限於任何電腦或電子系統或設備的任何故障或錯誤)引致任何延遲、按照任何指示行事或導致部份完成或未能或無法按照你的任何指示行事而使你蒙受的任何損失、損害賠償或開支負責，惟因本行疏忽或故意失責所造成者則作別論。
- 6.4 假如「理財金賬戶」或「理財 e 時代」之綜合賬戶客戶於其賬戶中沒有足夠的資金或在本行沒有足夠的信用限額以支付其應付的費用及收費，本行將可終止或暫停其作為「理財金賬戶」或「理財 e 時代」之綜合賬戶客戶所享用之一切優惠。
- 6.5 所有借記卡及支票必須於「理財金賬戶」或「理財 e 時代」之綜合賬戶被你或本行終結之日交還本行。
- 6.6 本行及本行指定之任何服務商為你所提供之全部特別服務及優惠將於「理財金賬戶」或「理財 e 時代」之綜合賬戶終止之日一併自行停止。

### 「理財金賬戶」之綜合賬戶服務附表

1. 港元儲蓄賬戶(「理財金賬戶」之港元儲蓄賬戶)
2. 港元往來賬戶(「理財金賬戶」之港元往來賬戶)
3. 多種貨幣儲蓄賬戶
4. 定期儲蓄賬戶(「理財金賬戶」之定期儲蓄賬戶)
5. 美元往來賬戶
6. 人民幣往來賬戶(僅供香港身份證持有人選擇)
7. 人民幣儲蓄賬戶(僅供香港身份證持有人選擇)
8. 自動櫃員機服務
9. 電子銀行服務

除非本行另行通知，上列 1 至 7 項所指之賬戶統稱為「**「理財金賬戶」之綜合賬戶的分賬戶**」且每一項均為一個「**「理財金賬戶」之綜合賬戶的分賬戶**」，上列 1、3 及 7 項所指之賬戶統稱為「**「理財金賬戶」之儲蓄賬戶**」且每一項均為一個「**「理財金賬戶」之儲蓄賬戶**」，上列 2、5 及 6 項所指之賬戶統稱為「**「理財金賬戶」之往來賬戶**」且每一項均為一個「**「理財金賬戶」之往來賬戶**」。

### 「理財 e 時代」之綜合賬戶服務附表

1. 港元儲蓄賬戶(「理財 e 時代」之港元儲蓄賬戶)
2. 港元往來賬戶(「理財 e 時代」之港元往來賬戶)
3. 多種貨幣儲蓄賬戶
4. 定期儲蓄賬戶(「理財 e 時代」之定期儲蓄賬戶)
5. 美元往來賬戶
6. 人民幣往來賬戶(僅供香港身份證持有人選擇)
7. 人民幣儲蓄賬戶(僅供香港身份證持有人選擇)
8. 自動櫃員機服務
9. 電子銀行服務

除非本行另行通知，上列 1 至 7 項所指之賬戶統稱為「**「理財 e 時代」之綜合賬戶的分賬戶**」且每一項均為一個「**「理財 e 時代」之綜合賬戶的分賬戶**」，上列 1、3 及 7 項所指之賬戶統稱為「**「理財 e 時代」之儲蓄賬戶**」且每一項均為一個「**「理財 e 時代」之儲蓄賬戶**」，上列 2、5 及 6 項所指之賬戶統稱為「**「理財 e 時代」之往來賬戶**」且每一項均為一個「**「理財 e 時代」之往來賬戶**」。

## 附件 9：工銀信使

### 1. 釋義

- 「通訊服務」指你為接收工銀信使而使用的電訊服務、接駁服務、網絡或其他服務。
- 「電子地址」指以便向你發出工銀信使的流動電話號碼、電郵地址或其他目的地。
- 「工銀信使」指由本行不時決定用於本服務的電子訊息，形式包括 SMS 短訊或簡短文字訊息、電郵或其他形式的電子訊息。
- 「設備」指能夠並用於接收工銀信使的流動電話、任何類型的電腦、個人數碼助理或任何儀器、媒介或設備。
- 「服務供應商」指通訊服務供應商。

### 2. 本服務的範圍

- 2.1 本服務由向你的電子地址發出的工銀信使所構成。本服務的部分可能包括有關你的賬戶操作通訊提示，你可不時選擇使用該等通訊(方式由本行決定)服務。
- 2.2 你登記使用本服務，即同意接收工銀信使推銷本行產品或服務的訊息，或本行選定的第三方的推銷訊息。倘你不願意接收屬推銷性質的工銀信使，可以適當的方式通知本行。
- 2.3 本行可在毋須通知及毋須承擔任何責任的情況下，不時設定、更改、修訂、增加或減少本服務或其任何方面的任何條件、操作方式、規定、可供使用情況、範圍或特點，或對服務施加任何限制，或暫時中止、撤銷或取消本服務或其任何部分。
- 2.4 本服務不擬供位於或居於工銀信使發送可受法律限制或禁止的地方人士使用。你使用本服務必須遵守任何適用的規限或條件。
- 2.5 工銀信使不應被視為購買、認購或銷售任何產品或服務(包括投資、存款、保險或貸款)的要約、招攬或建議。
- 2.6 任何工銀信使僅供你參考之用，並非任何相關交易的憑證。你依據各個工銀信使或根據該訊息行事前，應核實該訊息。

### 3. 使用本服務

- 3.1 登記使用本服務，你即確認已經並將會自費繼續使用適當的設備及通訊服務(包括充足容量)，在任何時間接收及同意接收工銀信使。
  - 3.2 為使用本服務，本行可指定可使用的設備及通訊服務的類型或容量。
  - 3.3 為使用本服務，你將會在本行登記一個(或在本行要求時登記一個以上)的電子地址。工銀信使可發送至你的登記電子地址，直至本行已收到你的有效更改通知為止。倘你的任何登記電子地址有變，或你的設備已遺失或被偷去，或你的通訊服務有變、暫停或中止接駁，則你須沒有延誤地通知本行。
  - 3.4 本行將發送歡迎函件至你的登記地址及登記電子地址，確認你已登記使用本服務。倘你不想接收該函件，你必須聯絡本行的分行。
  - 3.5 所有發送至你於本行登記的電子地址的工銀信使，將視為已於本行發送工銀信使時交付給你。倘本行認為你並未收到發送至你於本行登記的電子地址的工銀信使，本行可酌情停止再發送工銀信使給你。
  - 3.6 除非本行另有決定，工銀信使僅會發送一次。倘你刪除工銀信使，本行不會再發送該訊息。倘因任何理由而你收不到工銀信使，本行沒有責任向你再發送該訊息。
  - 3.7 所有工銀信使均為單向通訊，你毋須回覆。倘你被要求回覆本行，你應發送你的回覆至本行指定的電子地址。
  - 3.8 倘你身在香港境外而並無暫停本服務，工銀信使將會繼續向你發送，而所有相關費用、收費及開支均由你負擔(包括你的服務供應商所收取費用)。
- ### 4. 保安
- 4.1 你要保護你的設備，並採取一切合理的預防措施，防止未經授權人士讀取工銀信使。



- 4.2 你絕不應該回覆聲稱來自本行的要求，並提供密碼等你的個人、賬戶或保安資料。任何有關聲稱要求或其他不當行為須立即向本行報告。
5. **責任的限制**
- 5.1 你確認，通過公開或第三方網絡或服務發送工銀信使附帶風險，包括未經授權人士閱讀、截取、修改、損毀或濫用工銀信使的風險，以及軟件、設備、系統、網絡或服務操作失常、不足、暫停或故障的風險，並同意承擔所有有關本服務的風險。
- 5.2 本行不會對你的服務供應商任何作為或不作為負上責任，亦不會就你使用本服務而由該等服務供應商收取的任何費用、收費或其他款項負上責任。
- 5.3 本行不會就你使用本服務以致你的數據、軟件、設備或其他財產出現的任何損失或損壞負上責任，除非有關損失或損壞直接並僅由本行的疏忽或故意不當的行為導致。
- 5.4 本服務為本行所提供的額外服務，倘因任何理由而隨時不再提供本服務，你不得向本行索償，並將會使用其他方式以取得透過本服務另行提供的資料。
6. **收費**
- 6.1 若干種類的工銀信使（「收費電子訊息」），須按本行不時釐定的收費而提供。在發出不少於 30 日的通知後，本行可不時收取新收費及更改任何收費。本行現行的收費表可供索閱。務請定期查閱任何新收費及收費變動。
- 6.2 你將指定一個你名下的賬戶以支付收費，並授權本行按月從該賬戶扣除收費。你將確保該賬戶內有足夠資金／信用額以支付所有應計收費。
- 6.3 所有發送給你的收費電子訊息均會收費，不論你是否收到有關訊息，除非發送訊息是本行的疏忽或故意不當的行為所致。
- 6.4 各個收費電子訊息均會收費。倘接收相同電子訊息兩次，就收費而言，將會算作兩個電子訊息。
- 6.5 你務請向你的服務供應商查詢，會否就接收工銀信使而收取任何費用、收費或其他款項。你須自行負責一切有關收費。
7. **暫停或終止**
- 7.1 倘你並無履行或遵守任何此等條款及條件，包括未能支付任何收費，本行可在毋須通知的情況下暫停或終止你使用本服務。
- 7.2 倘與本服務相關的本行或本行的服務供應商的任何設施故障、維修、修改或改良，本行可在毋須通知及毋須承擔任何責任的情況下，暫停或終止你使用本服務。

## 附件 10：外國法規定

### 1. 釋義

#### 1.1 定義

除另有界定者外，本附件所用詞彙，具有中國工商銀行（亞洲）有限公司綜合條款及條件－銀行服務（「條款及條件」）項下所賦予的相同涵義。於本附件內：

「**《海外戶口稅收合規法案》（FATCA）」**指：

- 《1986 年美國國內收入法》（U.S. Internal Revenue Code of 1986）（經修訂）第 1471 條至 1474 條，或其任何修訂或繼任版本；
- 政府與政府規管機構之間就(a)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(a)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、規則、法規、詮釋或慣例。

「**外國法規定**」指根據任何今後或現時的以下各項，向本行施加的任何義務：

- 外國法律（包括本行認為本行受約束的外國法律，並包括中國的法律及法規）；
- 落實香港在與外國政府（包括中國政府）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(a)至(c)項頒佈的指引或準則。

為免疑問，這個定義包含適用於本行的任何義務或規定（經不時修訂或頒佈，並包括根據 FATCA 的義務或規定）。

「**政府機關**」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**」指中國香港特別行政區。

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

「**中國**」指中華人民共和國（不包括香港、澳門及台灣）。

「**相關資料**」指由你給予，或與你、任何最終擁有人、在本行的任何賬戶或任何交易相關的任何資料、文件或證明文件，並將包括（如文義允許）身份證明資料及個人資料。

「**最終擁有人**」指在本行的任何賬戶的任何最終實益擁有人、最終負責給予任何交易的指示的人士、代表你收取款項的任何人士，或本行按其全權及絕對酌情權識別為與你相關的任何其他人士。

「**美國**」指美利堅合眾國。

#### 1.2 條款之間的抵觸

若本附件的中、英文本之間有任何抵觸或不相符，概以英文本為準。

#### 1.3 與條款及條件之間的相互作用

本附件概不會以任何方式嘗試限制本行在條款及條件下的任何權利，並應據此作詮釋。

### 2. 提供資料的承諾

- 2.1 你同意本行可按本行釐定為在任何外國法規定下所需，向任何人士或政府機關（不論是否在香港法律下設立）披露相關資料。
- 2.2 你承諾向本行提供本行合理要求的資料、文件及證明文件，以履行本行在任何外國法規定下的義務。你確認及同意，這可包括關於你（或你當中的任何一方）、你的授權代表或最終擁有人的資料、文件或證明文件。
- 2.3 你將不時向本行提供關於在本行設立或繼續維持任何賬戶或提供服務的身份證明資料及個人資料。未能提供相關資料可導致本行不能執行某項交易，或在本行操作或維持任何賬戶。這亦可導致本行需要按照外國法規定下所需扣起或扣減款項。
- 2.4 你必須在 30 天內適時以書面方式通知本行有關任何相關資料的任何更改。

### 3. 彌償

在沒有限制你提供的任何其他彌償下，除非本行疏忽或犯下故意失當行為，否則你將就本行及本行的董事及僱員因你的指示、你的賬戶或向你提供服務（包括因你未能遵守條款及條件（包括本附件）、你或你的其他代理提供關於你自身或與條款及條件相關的任何其他人士或事宜的含誤導成分或錯誤的資料而產生的任何責任、合理損失或開支（包括稅項或徵費）向本行及本行的董事及僱員作出彌償。

### 4. 同意扣減和扣起款項及暫停交易

- 4.1 你確認及同意，即使條款及條件有任何其他規定：
- 本行根據條款及條件支付的任何款項，將須按在外國法規定下所需而被扣起及扣減；
  - 根據(i)被扣起的任何款項可於本行所釐定的賬戶或方式持有；
  - 本行將毋須對因本行行使其於本第 4.1 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。
- 4.2 你確認及同意，為履行本行的義務（包括本行釐定在任何外國法規定項下的該等義務）所需，本行可延遲、暫停、轉讓或終止在條款及條件下的任何交易、付款或指示。
5. **終止**
- 本行在條款及條件下終止你的賬戶的權利，包括如你未能遵守本附件關於外國法規定的任何規定（包括未能提供本行要求的資料、文件及證明材料），或就遵守外國法規定而言，終止屬必須或適宜，則即時終止賬戶的權利。

## 附件 11：電子支票存入服務條文

### 1. 適用性及釋義

- 1.1 本附件條文適用於本行有關電子支票的服務。綜合條款及條件－銀行服務（「現有條款」）中適用於實物支票或適用於本行一般服務的條文，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本行的電子支票存入服務。就電子支票存入服務而言，若本附件的條文跟現有條文的條文出現不一致，均以本附件的條文為準。

## 1.2 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**」指本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**」指由本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及／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本行持有的銀行戶口，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。

「**閣下**」指本行向其提供電子支票存入服務的每位客戶。

## 2. 電子支票存入服務的性質及範圍

2.1 本行可選擇提供電子支票存入服務。如本行向閣下提供電子支票存入服務，閣下可以存入電子支票。為使用電子支票存入服務，閣下須提供本行及結算所分別不時要求或指定的資料及文件，並須接受本行及結算所分別不時要求或指定的條款及細則。閣下亦可能需要簽署本行不時指定的表格及文件。

2.2 電子支票存入服務讓閣下及其他人士可按本附件第 3 條使用結算所提供的電子支票存票服務或使用本行的存入途徑出示電子支票（不論向閣下及／或受款人戶口的任何其他持有人支付）以存入本行（作為受款人銀行）。

2.3 本行可為本行不時指定的貨幣（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。

2.4 電子支票存入服務僅適用於儲蓄戶口及往來戶口（按本行所釐定）。本行可不時指定或更改可使用電子支票存入服務的戶口。

2.5 本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）：

(a) 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

(b) 閣下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

3.1 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本行的存入途徑，出示電子支票以存入本行（作為受款人銀行）。

### 3.2 電子支票存票服務

(a) 電子支票存票服務由結算所提供。就閣下使用電子支票存票服務，閣下受電子支票存票服務條款約束。閣下須自行負責履行電子支票存票服務條款下的責任。

(b) 為使用電子支票存票服務，電子支票存票服務條款要求閣下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閣下以閣下同名戶口或閣下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。閣下須就閣下或任何其他人士使用閣下的電子支票存票服務戶口出示的所有電子支票負責（包括任何向閣下同名戶口以外的受款人戶口出示的電子支票）。

(c) 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。本行可以（但無責任）向閣下提供合理協助。因本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，如閣下要求，本行可以（但無責任）提供使用閣下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本行同意提供有關該電子支票的資料。

(d) 本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，閣下須承擔有關使用電子支票存票服務的責任及風險。閣下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，本行無須負責。

### 3.3 本行的存入途徑

(a) 存入途徑將為本行的網上銀行服務（以不時修訂者為準）。本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。

(b) 就閣下使用電子支票存票服務，閣下受所使用的相關存入途徑的條款約束，而閣下須自行負責履行閣下於該等條款下的義務。

(c) 為使用相關存款途徑，閣下可能需向本行提供本行不時要求或規定的有關資料及文件，簽署有關表格及文件，並接納有關條款及條件。

## 4. 電子支票的處理

4.1 閣下須明白本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、交收及結算向閣下簽發的電子支票。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，本行有權按業界規則及程序，向付款人銀行出示任何向閣下簽發的電子支票，以收取電子支票的款項。

## 5. 本行責任的限制

5.1 在不減低現有條款效果的情況下：

(a) 閣下或任何其他人士因使用電子支票存入服務，或閣下或任何其他人士通過本行向閣下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，本行無須負責，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本行或本行人員、僱員或代理的疏忽或故意失責導致；

(b) 為求清晰，現明確如下，閣下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，本行無須負責：

(i) 閣下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；

(ii) 閣下未遵守有關電子支票存入服務的責任；

(iii) 按業界規則及程序出示向閣下簽發的電子支票，而無須顧及匯票條例的條文；及

(iv) 任何由於或歸因於本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

(c) 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，本行均無須向閣下或任何其他人士負責。

## 6. 閣下的確認及彌償

6.1 閣下須接受本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。閣下須接受及同意，承擔存入電子支票的風險及責任。

6.2 在不減低閣下在現有條款提供的任何彌償或於本行享有的任何其他權利或補償的情況下，本行及本行人員、僱員及代理（或任何一人）有關或因本行提供電子支票存入服務或閣下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），以及本行及本行人員、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，閣下須作出彌償並使本行及本行人員、僱員及代理（或任何一人）免受損失。

6.3 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本行或本行人員、僱員或代理的疏忽或故意失責導致，上述彌償即不適用。

6.4 上述彌償在電子支票存入服務終止後繼續有效。

**Industrial and Commercial Bank of China (Asia) Limited**  
**Master Terms and Conditions - Banking Services**

**1. Application**

- 1.1 These Terms and Conditions including the Schedules apply to all your accounts with and all services provided to **you** (the customer) by **us** (Industrial and Commercial Bank of China (Asia) Limited).
- 1.2 The Schedules form part of these Terms and Conditions. If there is inconsistency, the provisions for a particular service will prevail over general provisions.
- 1.3 In the terms or conditions applicable to a service, unless the context otherwise requires, "we" and all references to us include our successors and assigns. "You" includes your estates, heirs, successors and personal representatives. Words importing the singular include the plural and vice versa. Words importing a gender include every gender. "Business day" means a day on which we are open for business in Hong Kong excluding Saturday afternoon. "Including" is not a word of limitation. A "person" includes an individual, corporation, association, sole proprietorships, partnerships, clubs and societies. Headings are for ease of reference only and do not affect interpretation. Our terms and conditions are drafted in simple language, and are to be interpreted fairly and liberally. The rule of interpretation against the maker will not apply.
- 1.4 **Please read these Terms and Conditions carefully, particularly Clause 2 (Information), Clauses 6 (Password), 8 (Charges and overdue interest), 10 (Limit of our liability), 11 (Your indemnity), and 13 (Set-off and lien).**

**2. Information**

- 2.1 You confirm you have read our notice to customers (as amended from time to time) relating to the Personal Data (Privacy) Ordinance on display in our branches or otherwise made available to you. You authorize us to use your information for the purposes and to disclose them to the persons referred to in that notice (as from time to time amended).
- 2.2 Without prejudice to the generality of the foregoing, you authorise us (a) to use, store, disclose, transfer (whether within or outside Hong Kong) or exchange any information in connection with these Terms and Conditions or other information in respect of your accounts, business, service, product, credit facility and/or accommodation provided or to be provided by us to you ("Customer Information") to our branches and offices and to any of our subsidiaries or associated companies or holding company or any subsidiary or associated company of that holding company, any financial institutions, debt collection agencies, agents, credit providing companies, charge or credit card issuing companies, credit reference agencies, service providers or contractors; and (b) to disclose any Customer Information to any person or government authority or regulatory body if required by any law, rule, regulation, court order, codes or guidelines in any jurisdiction. Subject to the aforesaid, we shall keep Customer Information confidential and shall not disclose the same to any third party without prior written consent from you.
- 2.3 You confirm and warrant that, in respect of any information provided to us that relates to a third party (including any of your authorized signatory(ies), authorized user(s), shareholder, director, associate or partner), you have obtained the consent of such third party to the provision of such information to us for the purposes set out in this Clause 2 and for disclosure to such persons as stipulated in this Clause 2.
- 2.4 You further authorize us to contact any of his/her/their employers (if applicable), other banks, referees or any other sources for the purpose of obtaining or exchanging any information and to compare the information provided by you with other information collected by us for checking purposes. We are entitled to use the result of such comparison to take any action which may be adverse to the interest of or against you or any of you (if you are more than one person).
- 2.5 You expressly authorize us to record by tape or other devices all communications between you and/or any of our authorized person(s) by telephone from time to time, including any communication through our telephone hotline, and further agree that if a dispute arises at any time in relation to the contents of any such communication, the recording of such communication, or a transcript thereof certified as a true transcript by our staff and officer, shall be conclusive evidence between you and us as to the contents and nature of such communication unless and until the contrary is established, and may be used as evidence in such dispute.
- 2.6 You shall immediately inform us in writing of any change in your personal particulars, address, telephone number, facsimile number or e-mail address, or any change in the name, identification number or address of any of your authorized signatory(ies), authorized user(s), shareholder(s) or director(s) (if you are a limited company) or partners (if you are a partnership firm).
- 2.7 You will provide any further materials or information, as may be reasonably requested by us from time to time, to enable us to perform our duties and obligations under these Terms and Conditions, or to ensure compliance with the applicable laws and regulations.
- 2.8 You confirm that all information you give to us at any time is true and complete in all material respects. You will promptly notify us of any material change to that information.
- 2.9 The ownership and all copyright and other intellectual property rights of any nature in or relating to our services, website, materials, software or documentation vest in us or, if provided by a third party, in that party. No right, licence or interest is granted to you except a licence to access solely for the purposes of our services.
- 2.10 You will not copy, disseminate, exploit or change any information (including software) provided by us or use them for any purposes other than for your own reference.

**3. Our services**

- 3.1 Before using a service or opening an account, you will comply with our reasonable requirements. Each service is only available during the times and subject to the procedure and conditions reasonably determined by us. We may refuse access without liability.
- 3.2 Each service and account is also subject to our terms and conditions applicable from time to time to such service or account. Those terms and conditions prevail, if they conflict with these Terms and Conditions.
- 3.3 You will do everything reasonably required by us (at the time of or after accepting your instruction) in relation to your account or instructions. You will not operate an account or use a service until all such actions have been taken.
- 3.4 We need not act until we have received all necessary instructions, funds, property and documents, but may do so. If we do so, we may charge reasonable interest and fees, and may terminate or close out any transaction (including a deposit) at your reasonable cost. We may on receipt of your instruction debit funds from your accounts, or put a "hold" in your accounts on funds and property, in the amounts reasonably estimated by us to be required to carry out your instruction. Our rights are not affected if we do not do so or by anything done or omitted by us in good faith.
- 3.5 You will only use our services for a lawful purpose.

**4. Our role**

- 4.1 We will use reasonable care in carrying out your instructions on your behalf. Our responsibilities are limited to those expressly set out in these Terms and Conditions and our terms and conditions (if any) for the relevant service. These Terms and Conditions apply, to the extent possible, to transactions on your behalf as well as with us.
- 4.2 You authorize us and any person appointed by us to do everything reasonably necessary or desirable for all purposes connected with our services.
- 4.3 We may do or refrain from doing anything that we believe in good faith is required in order to comply with any law, regulation, rule or practice, including the rules, codes, guidelines and practices of regulatory authorities, the Hong Kong Association of Banks, exchanges and clearing houses. All such actions and omissions bind you.
- 4.4 We may use the services of agents, brokers, custodians, nominees, correspondents, networks, exchanges, clearing houses and other persons to hold your property or to perform any services. They may be our affiliates. Their terms and conditions of service will apply to your transactions. You will pay their charges, and indemnify us against their reasonable claims. We will use reasonable care in selecting an agent. We will only appoint custodians qualified to act as such under applicable law.
- 4.5 We do not provide legal or tax advice. You will obtain your own advice.

**5. Your instructions**

- 5.1 You will only give instructions to us through a means we have notified (acting reasonably), in accordance with the signing arrangement in your mandate (if applicable), and in accordance with our reasonable requirements. We may reject or act on an instruction not so given. Different services may use different means for giving instructions.
- 5.2 Your authorized signatories have the authority set out in your written authorization provided by you to us.
- 5.3 You may change your authorized signatories or signing arrangement by complying with our reasonable procedures.
- 5.4 An authority will not be revoked until we have received written notice revoking it, or written notice of your death or incapacity. It remains in force notwithstanding any change in your constitution.
- 5.5 We may (acting reasonably) regard your instructions as received by us as being what you intended to send. Any instruction that we reasonably believe is given by you or with your authority will be valid and binding on you, whether or not it is in fact authorized. We may require evidence of identity or authority. We may regard your instruction (which duplicates another instruction) as a separate instruction, unless we actually knew before execution that it was a duplicate.

- 5.6 You will ensure that your instructions are complete and correct. You authorize us to act in any way we consider reasonable if your instruction is ambiguous. An instruction once accepted cannot be altered or cancelled, unless we agree (acting reasonably). If an instruction is not executed, reasonable charges and expenses may still be payable.
- 5.7 If an instruction is received outside our business hours for relevant transactions, your account may in accordance with market practice be debited on the same day, but the instruction may not be processed until our next business day.
- 5.8 An instruction may be partially executed if it cannot be fully executed. An instruction or part not executed by the day's close of business (or, if earlier, close of trading) will lapse, unless otherwise agreed.
- 6. Password**
- 6.1 "**Password**" refers to one or more means accepted by us to authenticate a user and to gain access to an account or service through one or more channels or means advised by us, and may include identification or number, letter, code, digital signature, debit card or other card, token, chop, seal, anything. Different passwords may be used by different users or for different channels.
- 6.2 Any instruction given with the use of your password is binding on you. This is so notwithstanding different requirements in your mandate or other arrangements. Changes in your authorized signatories or signing arrangement will not affect operation by your password. If the option is provided by us, a password for one channel may be used to apply for other services or channels, and any application is binding on you.
- 6.3 You will use all reasonable care to keep your password secret and secure. If not collected in person, your password will be sent to you at your risk. If permitted, you will immediately change a password assigned by us.
- 6.4 You will notify us as soon as reasonably practicable at the telephone number or by another method notified by us if you find or believe that your password has been compromised, lost or stolen or that any unauthorized transactions have occurred. We may without liability take any action following receipt of a report reasonably believed by us to be genuine.
- 6.5 You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed a third party to use your password, or failed to comply with your obligations under Clause 6.3 or 6.4. You would not otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through your account. This Clause does not apply (a) unless the unauthorized instruction was given electronically, (b) to you unless you are a private individual (excluding sole traders, partnerships, clubs and societies), or (c) to unauthorized transactions conducted through plastic cards which may be used to pay for goods and services or to withdraw cash.
- 7. Payment / delivery**
- 7.1 Payments will in ordinary course be debited to the account designated by you for the purpose (including a sub account maintained under an account) which is denominated in the same currency. This also applies to "holds" on funds in your accounts. We will determine whether you have a sufficient balance or overdraft by reference to your designated account (or sub account) in the payment currency. However we may put a "hold" on amounts in other currencies. If necessary, we may (but are not obliged to) convert an amount received or to be paid from one currency into another at our spot rate. We may, for the purpose of a calculation, notionally convert an amount from one currency into another at our spot rate.
- 7.2 Payments will be made to you subject to applicable laws and regulations and any required deduction or withholding.
- 7.3 You will pay us in freely transferable and cleared funds and in the manner reasonably notified by us. Deliveries of any property by either party will be made in the manner reasonably notified by us.
- 7.4 If on any date amounts would be payable in the same currency under 2 or more transactions by each party, then on such date, each party's obligation to pay such amounts will, at our option, be discharged, and the party by whom the larger amount would otherwise be payable will pay to the other party the excess of such amount over the smaller amount.
- 7.5 You will on demand repay to us all sums owing by you if no due date has been agreed.
- 7.6 Your payments will be made without condition and free of all taxes, withholdings or deductions. If any withholding or deduction is required by law, you will pay an increased amount so that we receive a net amount equal to what we would have received had there been no withholding or deduction. You will duly pay the tax authority and send us the evidence.
- 7.7 Your payments will be made in the currency of the liability. A sum received by us in another currency only constitutes a discharge to you to the extent of the net amount of the currency of your liability which we would be able to purchase with the amount received when it is practicable to do so. You will, as a separate obligation and notwithstanding any judgment, indemnify us against any reasonable loss and expense. It will be sufficient to show that we would have suffered a loss had an actual exchange or purchase been made.
- 7.8 We may apply any sum received to reduce your liability in the order we reasonably select, or place it in a suspense account to preserve our right to prove for your entire liability.
- 7.9 A sum or an item received for your account may not be drawn against or used and does not earn interest until we have unconditionally received cleared funds. We may debit your account with all reasonable losses and expenses, if the sum or item or part thereof is not actually received. You will bear the loss arising from any difference in exchange rates between the date of crediting your account and the date (if we act reasonably) of the subsequent debit.
- 7.10 If not collected in person, your property and documents will be sent to you at your risk.
- 7.11 We may recover from you any erroneous payment.
- 7.12 In accordance with market practice, we may retain interest on amounts to be paid to you pending credit to your account, and on amounts to be paid on your behalf pending payment.
- 7.13 Any payment, delivery or determination, which would otherwise fall to be made on a non-business day, will instead be made on our next business day, unless otherwise agreed.
- 7.14 Cash will be paid to you after rounding down to the nearest ten cents (or, for Japanese yen or other foreign currency, to the nearest yen or unit in accordance with market practice). This constitutes full payment.
- 7.15 Unless otherwise agreed, any amount or item to be paid or delivered by us will only be paid or delivered in Hong Kong at our office at which the account is kept.
- 8. Charges and overdue interest**
- 8.1 We may levy reasonable fees and charges, and (acting reasonably) change them from time to time after reasonable notice to you. We may debit your account to settle such fees and charges payable by you on the payment date which may fall on a non-business day. The current list of our fees and charges is available on request.
- 8.2 You will, at the agreed time or on demand, pay our fees and charges, and all reasonable out-of-pocket expenses including sums payable in respect of your securities, amounts we paid on your behalf together with interest thereon at our interest rate for unarranged overdraft, our agents' fees and expenses, the fees and levies of exchanges, clearing houses, registrars and regulatory authorities, and taxes.
- 8.3 Paid fees and charges are not refundable. However if you terminate a service as a result of a change of these Terms and Conditions, we will refund a prorated portion of any annual or periodic fee paid for the service unless the amount is minimal.
- 8.4 Interest accrues on all sums payable by you from the due date or, if earlier, the date we paid the sum on your behalf or to you to the date of actual repayment (before and after judgment) which may fall on a non-business day. Interest is payable on demand, and is calculated at our interest rate for unarranged overdraft, for the actual number of days divided by 360 or 365 according to our practice for the relevant currency, and will be compounded in the manner reasonably determined by us.
- 9. Statements of account / confirmations**
- 9.1 We will provide you with monthly or other periodic statements of your account, if so agreed or if it is a securities account, unless a statement is not required under applicable regulation, such as, if there is no transaction in your account and the account balance is nil. You will notify us if you do not receive a statement.
- 9.2 You undertake to examine each statement of account or confirmation of a transaction carefully following receipt. If you discover any error or unauthorized transaction, you will notify us within 90 days of receipt of the statement or within the period agreed or reasonably specified in the confirmation. In the absence of your notification within that period, all entries in the statement or confirmation will become conclusive and binding on you, except for manifest error.
- 9.3 You will not however be liable as a result of non-notification within the 90-day period for unauthorized transactions arising from forgery or fraud (a) by any third party in relation to which we have failed to exercise reasonable care and skill, or (b) by our employee or agent, or other unauthorized transactions arising from our default or negligence. This Clause does not apply unless you are a private individual (excluding sole traders, partnerships, clubs and societies).
- 9.4 Any document may be sent to any of your last known addresses.
- 10. Limit of our liability**
- 10.1 Unless caused by our negligence or wilful misconduct, we are not liable for:**

- (a) any delay or interruption in your having access to an account or service, or any inability to use an account or service;
  - (b) any loss, error, delay, misdirection, corruption or unauthorized alteration or interception of a message sent through the internet, telephone or any other means, or any unauthorized access to a service, account or information;
  - (c) any failure to execute or error in executing your instructions;
  - (d) any error, malfunctioning, interruption, suspension, inadequacy or failure of any software, equipment or system;
  - (e) anything including any computer virus which may impair the functions of computer hardware or software; or
  - (f) any loss or damage arising from termination of your account or any service provided to you.
- 10.2 We are not liable for any loss caused by a third party, government, market disruption or any event beyond our control. In respect of our act or omission, we are only liable for negligence or fraud. We are not obliged to account to you if our relevant office is prevented from acting.
- 10.3 Subject to clause 10.6 below, we are not liable for any indirect, special, incidental or consequential damages.
- 10.4 Any information provided by us is for your reference only. Unless otherwise expressly stated, it is not an offer. You acknowledge that we do not give any representation, guarantee or assurance as to any information or the outcome of any investment. Any price, rate or other quotation provided is only indicative, unless otherwise expressly stated, and may be changed without notice until we have confirmed acceptance of your offer. Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable taxes, duties, levies, reasonable fees and expenses.
- 10.5 We need not verify the validity or genuineness of any documents which we reasonably believe to be genuine.
- 10.6 Clauses 10 and 11 operate to the extent permitted by applicable law. For example, in a case where the Control of Exemption Clauses Ordinance applies, Clauses 10 and 11 will apply only in so far as they satisfy the requirement of reasonableness within the meaning of that Ordinance.
- 11. Your indemnity**
- 11.1 You will indemnify us and our directors and employees against any liability, reasonable loss or expense (including tax or levy) arising from your instructions, your account or the provision of a service to you, unless we are negligent or guilty of wilful misconduct.
- 11.2 You will indemnify us against any act or omission by you or your employees or agents including any breach of these Terms and Conditions or the terms or conditions applicable to an account, service or transaction. You will pay us all expenses (including legal fees and our administrative expenses) in reasonable amounts and reasonably incurred in the exercise or enforcement of our rights including in recovering any sum from you or in obtaining any advice we consider necessary in relation to your account.
- 11.3 We may at your reasonable costs employ third party agencies to collect overdue sums from you.
- 12. Your representations**
- 12.1 You represent to us that:
- (a) unless you have notified us otherwise in writing, you are the sole beneficial owner of your accounts, free from third party claims or interests and will enter into each transaction as principal and not as agent for any other person;
  - (b) all documents and information (including but not limited to identity documents proving your true and full identity) you deliver to us are valid, true, complete and accurate;
  - (c) you have made your own independent decision to enter into each transaction and as to whether the transaction is appropriate for you based upon your own judgment or upon advice from such third party adviser as you consider necessary; you understand and accept the terms and risks of the transaction and will not rely on our advice or recommendation;
  - (d) you have full capacity and authority to perform your obligations under these Terms and Conditions and each transaction;
  - (e) the performance and enforcement of your obligations will not violate any law or regulation; and
  - (f) your obligations are legal, valid and enforceable in accordance with their terms.
- 12.2 If you hold a client account, you represent and undertake to us that:
- (a) you have put in place reliable systems to verify client identity;
  - (b) you have proper systems and controls to allocate funds in the pooled account to the individual underlying clients;
  - (c) we may make reasonable enquiries about transactions passing through the accounts; and
  - (d) you are satisfied as to the source of the funds used to open the account or passing through the account.
- 12.3 These representations are deemed repeated on the day each transaction is entered into and will survive termination of our services.
- 13. Set-off and lien**
- 13.1 If any sum is payable by you but unpaid or if any claim is made by a third party, we may, without prior notice, combine all or any of your accounts anywhere with us whether held singly or jointly with others and all your liabilities (whether actual or contingent, primary or collateral, future or existing, alone or jointly with others, matured or not). For such purpose, we may convert any currency into another currency at our spot rate, treat future liabilities as presently due after a discount by us to present value in a commercially reasonable manner, and reasonably estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest.
- 13.2 We may debit one or more of your accounts with any amounts (or part thereof) payable by you.
- 13.3 Your property (of any nature, wherever situate, and whether held by us for safe custody or otherwise) is subject to a lien in our favour. If you do not perform any of your material obligations owed to us or any of our affiliates, we may sell any of your property or part thereof at such price, on such terms and by such method as we may reasonably determine. We may apply the net proceeds to reduce your liability (whether or not arising from these Terms and Conditions).
- 14. Changes**
- 14.1 Subject to Clause 14.2, we may change our services, the manner of operation, any requirements, time limits or monetary amounts, or impose restrictions, or suspend or withdraw any services (for all or any account or accounts). We may vary the name of a service. We may change our business hours or the hours during which a service is available. Such changes may be made without notice or liability.
- 14.2 We may change any terms and conditions applicable to any service or account at any time by notice to you. The notice will take effect, if the changes affect fees, charges, or your rights or obligations, and where practicable, after 30 days.
- 14.3 When it is necessary in our view to protect our interests, we may (but is not obliged to) immediately suspend or freeze any accounts or services. We may freeze your accounts if we have notice that a petition has been presented for your bankruptcy or liquidation, or that a meeting has been called to consider a resolution for your liquidation, or that your partnership has been dissolved, or of any analogous process under any law, or of any third party claim or of your death or mental incapacity, or if there appears in our opinion in good faith to be any irregularity in connection with your account.
- 15. Evidence**
- 15.1 Our accounts and records (in any form) are conclusive of the matters or facts therein stated and are binding on you, except for manifest error. You agree that they will be admissible in any court or tribunal as evidence of the facts and matters recorded in them. We may record conversations with you without warning.
- 15.2 We reserve the right to regard all calculations, estimates and determinations by us as conclusive and binding on you, except for manifest error.
- 15.3 We may destroy any document relating to your account after recording it in a manner reasonably determined by us. Records will only be retained for the period determined by us.
- 15.4 We may correct any error in any document or record without prior notice.
- 16. Communications**
- Without affecting other methods of communication, you agree to receive communications sent by one or more of the following means, and such communications are deemed to be received by you:
- (a) on posting for 3 business days in one or more of our banking halls in Hong Kong,
  - (b) 3 business days after publication as an advertisement in a Hong Kong newspaper,
  - (c) when posted on our website,
  - (d) when left at any of your address on our record, or 48 hours after mailing to such address or 7 days if the address is overseas,
  - (e) when sent by electronic mail or message or facsimile to any of your email address or equipment or facsimile number on our record, or
  - (f) when communicated including by leaving a voice message, if by telephone to any number on our record or other oral communication, notwithstanding return through the post (in the case of a mailing), or your death or incapacity.
- 17. Termination**

- 17.1 You may terminate an account or service after you have given 30 days' prior written notice to us or a shorter notice accepted by us, and complied with our reasonable requirements and paid our reasonable fees.
- 17.2 We may close your account(s) by providing you no less than 30 days' prior notice. Under exceptional circumstances (including but not limited to where the account(s) is/are being used or is/are suspected of being used for illegal activities), we may close your account(s) with immediate effect without prior notice.
- 17.3 Within 14 days (or such longer period as we agree) after the termination of your account, you will give us instructions for the delivery (at your risk and subject to our rights) of your property (if any), and pay all reasonable fees and expenses. If you have not done so, we will continue to hold the property at your risk and subject to our rights, but without the obligations, under these Terms and Conditions. No interest will be payable on any credit balance as from the date of termination.
- 17.4 Termination of an account or a service will not affect accrued rights or subsisting transactions. We may cancel, close out or complete any outstanding instruction or contract. Clauses 2 (Information), 7 (Payments / delivery), 8.4 (overdue interest), 10 (Limit of our liability), 11 (Your indemnity), 13 (Set-off and lien) and 15 (Evidence) will survive termination.

## 18. Miscellaneous

- 18.1 If you are 2 or more persons:
- (a) your obligations are joint and several; references to you include any one of you;
  - (b) any of you has full authority to bind all of you in all matters, unless otherwise agreed. In the event of conflicting instructions, we may refuse to act. The signing arrangement may only be changed by all of you;
  - (c) payment or delivery of anything to any one of you discharges our obligations to all of you; sums payable to any one of you may be credited into your joint account;
  - (d) a communication to any one of you is effective communication to all of you;
  - (e) we may compromise, discharge or deal with one or more of you, without affecting the liability of the others;
  - (f) we may apply the balance in your joint account to reduce any liability of one or more of you;
  - (g) (unless you are a partnership or the account is held for a third party) upon the death of any of you, the cash or other property in the account will belong to the survivor;
  - (h) if any one of you become mentally incapacitated, we may freeze the account until there is a legally valid arrangement with respect to the interest of the affected account holder;
  - (i) any one of you may, by written notice to us freeze the account. You will notify the others of your decision. The account can only be reactivated by all of you and
  - (j) an account may only be closed in accordance with the signing arrangement in your mandate.
- 18.2 If you are a partnership:
- (a) no restrictions in your partnership agreement will bind us, and your account will be governed by these Terms and Conditions; all partners, whether general, special or limited, will be jointly and severally responsible;
  - (b) unless otherwise agreed by us, you will give us a new mandate and open a new account on admission of any new partner;
  - (c) notwithstanding notice of any change in your constitution or dissolution, the remaining partners will have full powers to deal with your accounts in any way. We may open accounts for the new firm in the same name and collect for the new firm any payments designated for the old firm without enquiries; and
  - (d) upon the death of any of you, the firm continues to own the cash or other property in the account.
- 18.3 If you hold your account for another person, you accept joint and several, personal responsibility in relation to your account, in addition to the responsibility of that other person. You confirm that you are fully authorized to open, operate and close the account. You will indemnify us against any liability, reasonable loss or expense arising from any transaction involving the account.
- 18.4 Our rights are not affected by your death, incapacity, reorganization, change in constitution, insolvency, bankruptcy or liquidation.
- 18.5 The terms and conditions applicable to an account or a service apply to all outstanding and future transactions.
- 18.6 You will be responsible for filing tax and other returns and reports on the transactions we handle for you.
- 18.7 You will, where necessary, obtain and maintain at your own cost suitable equipment, facilities and connections (including computer, software and communications connections) to use a service. You are responsible for all telephone, internet service and other charges incurred.
- 18.8 You may not without our prior consent (acting reasonably) assign, transfer or encumber your account or any transaction with us. We may assign or transfer all or any of our rights and obligations.
- 18.9 Rights are cumulative, may be exercised many times and are not exclusive of the rights and remedies provided by law. If any provision or part thereof is invalid, all other provisions remain in full force and effect.
- 18.10 A failure or delay in exercising any right will not operate as a waiver, and a single or partial exercise of any right will not preclude any further exercise of that right or the exercise of any other right.
- 18.11 Our terms and conditions and all transactions with you are, unless otherwise agreed, governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
- ## 19. No third party rights
- 19.1 Any person or entity that is not a party to these Terms and Conditions (or the relevant terms and conditions, as the case may be) shall have no rights under any applicable laws and regulations, including but not limited to the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong), giving rise to or conferring on third parties contractual or other rights to enforce any part of these Terms and Conditions (or the relevant terms and conditions, as the case may be).

## Schedule 1 : Banking services

### 1. Collections / payments in

- 1.1 We may decline (without giving reason) or accept (subject to conditions) an item for collection. You will pay our reasonable collection expenses, including our charges and those of the paying bank and any correspondents. We may clarify any ambiguity before crediting your account. In the absence of negligence or wilful misconduct, we are not liable for any failure, delay, loss or damage in the process of collection. Unless specifically agreed, we will not arrange for protest or similar actions to be taken.
- 1.2 We may at our discretion decline to collect a cheque if the account name is different from the payee's name even though the cheque bears an endorsement.
- 1.3 If not collected in person, we may return any document or item by post to you at your risk.
- 1.4 You confirm that you are the sole owner of all items you ask us to collect or discount for you. You authorize us (acting reasonably) to give any guarantees in respect of items collected for you. We may at our discretion select which items to purchase and which to collect.
- 1.5 Items including cash deposited after our daily cut-off time are treated as received on our following business day. On a cheque drawn on a bank in Hong Kong and deposited for collection before the cut-off time, interest will be credited on that day. If it is deposited after the cut-off time, interest will accrue on our next business day. If the cheque is dishonoured, the interest will be reversed, and reasonable charges will apply.
- 1.6 Interest will only accrue after the funds of an inward remittance are credited to your account. We will notify you within a reasonable time after receipt of the payment. For incoming cross-border payments, you may use the remitted funds only after receipt of the funds is confirmed and any necessary checking is completed. If we are unable to do so, we will notify you and provide an explanation, unless there are strong justifications not to do so.
- 1.7 Acting reasonably, we may, on request by our correspondent or the paying bank, and without liability, refund any amount collected that has not been paid out to you.
- 1.8 Our count of anything deposited by you is binding on you, except for manifest error.

### 2. Payments out / remittances

- 2.1 A payment instruction may only be acted on if there are sufficient cleared funds in the relevant currency in your account for a full payment, and if our requirements have been complied with. Such requirements may include amount limits, and restrictions on the office from which a withdrawal may be made. In particular, withdrawals in cash or by electronic means may be subject to limits.
- 2.2 If we make a payment to you or on your behalf including paying a cheque, without sufficient cleared funds in your account or beyond an overdraft limit, you will repay to us the resulting debit together with interest and our reasonable charges.

- 2.3 We are authorized to pay the bearer of a withdrawal instruction which we believe is signed by you, but may require your personal attendance.
- 2.4 A request to stop or alter a payment may be subject to satisfactory evidence, indemnity and, in the case of a draft issued by us, return of the original draft. We are not responsible if payment cannot be stopped or altered; charges will not be refunded. A refund may only be made after we have confirmed, for example, with a correspondent or the receiving bank that the payment order has been cancelled, and after receiving cleared funds and deducting all reasonable expenses and, if applicable, converting the payment currency into Hong Kong dollars at our spot rate. In the absence of negligence or wilful misconduct, we will not be responsible for any delay or loss (from exchange rate movements, of interest or otherwise).
- 2.5 In the absence of negligence or wilful misconduct, we are not responsible for any delay or failure in effecting a payment or remittance or delivering any item. We are not responsible as to when the receiving bank pays your payee or if it fails to do so, or to recover any payment from it. Our correspondents and we may do or refrain from doing anything that they or we believe is required in order to comply with any applicable foreign law, regulation or custom. All such actions and omissions bind you.
- 2.6 Funds sent out of Hong Kong may be subject to currency conversions in Hong Kong or at the destination. Unless otherwise agreed, a remittance will be made in the currency of the country in which the payment is to be made, and reasonable charges (including those of our correspondents) will be deducted before payment to the payee.
- 2.7 We are not responsible to advise you on the requirements of any local or foreign law, regulation or custom including exchange control. You are advised to make your own enquiries.
- 2.8 We may remit an amount to, or draw a draft payable at, a place different from that required by you if we reasonably believe that it is necessary to do so.
- 2.9 If a provisional exchange rate is used in your application for a remittance or draft, we may debit any deficit or credit any gain to your account without prior notice after we have reasonably determined the applicable exchange rate.
- 2.10 We will take reasonable steps to comply with your value date for a remittance, but do not guarantee that your request can be met. Local and overseas cut-off times and other procedures may apply before the payee or its banker will receive payment.
- 2.11 You authorize us to disclose your personal information and information relating to your remittances to the banks and other entities involved and to the authorities.
- 2.12 *A service that permits payment to third party accounts involves risks, for example, an unauthorized person obtaining access to your account may pay funds to third party accounts.*

### **3. Accounts**

- 3.1 For certain accounts, we will pay interest on your credit balance. Interest will be calculated at the rate, and be credited to your account at the time, determined by us from time to time, which may fall on a non-business day. Different currencies may have different rates. Interest will be calculated for each day over a 360 or 365 day year according to our practice for the relevant currency. If an account is closed before a date for crediting interest, we may pay interest up to the preceding month or up to any date reasonably chosen by us in accordance with our practice.
- 3.2 If a passbook is issued for your account:
- the passbook should be presented for every counter transaction. You should examine the passbook after each transaction to ensure that proper entries have been made, and promptly inform us of any error;
  - the passbook is for your reference only and may not show the correct balance, for example, a transaction may have been made without an entry in the passbook. The balance as shown in our records is the correct balance, except for manifest error.
- 3.3 If an account card is issued for your account, the card should be presented for every counter transaction.
- 3.4 Acting reasonably, we may without liability dispense with production of a passbook or account card.
- 3.5 You should keep your passbook and account card under lock. You should promptly report any loss to us. We are not responsible for any payment made before we have a reasonable time to act on your report. A new passbook, account card and account number may be issued subject to satisfactory indemnity, explanation, and payment of our reasonable charges.
- 3.6 Passbooks and account cards are our property. They are not transferable. You should not tamper with them in any way.
- 3.7 We may charge reasonable fees or the interest rate applicable may be zero if your account balance is less than the minimum required by us, or if your account is inactive for such time as we reasonably specify. Restrictions may apply to an inactive account.
- 3.8 In accordance with market practice, we may levy charges on credit balance. If an account is closed within 3 months, we may charge a reasonable fee.

### **Planned savings**

- 3.9 You will make the agreed periodic deposits on the agreed dates into the specified account. If a deposit date falls on a Saturday or a non-business day, it will be deferred to the next business day. Early deposit may not earn interest until the agreed deposit date.
- 3.10 Principals and interests at the agreed rate will only be paid to you at the end of the agreed term. If you fail to deposit the agreed sum on any deposit date, no interest will be payable, and we may terminate the deposit and return the principals after deducting our reasonable charges and funding loss. If you request an early uplift, we reserve the right not to pay interest and to impose a reasonable charge.

### **4. Cheques**

- 4.1 Cheques should only be drawn on the form provided by us, and should only be used for the accounts permitted by us.
- 4.2 You will be responsible for all losses and reasonable expenses if you fail to exercise reasonable care in drawing cheques or if you draw them by a means or in a manner that may facilitate alteration, fraud or forgery.
- 4.3 We may deliver a cheque book to you in person or, at your risk, to the bearer of your instruction or by ordinary mail or registered mail to your correspondence address and debit your account for the postage.
- 4.4 On receiving a new cheque book, you should check the serial numbers, account number, your printed name and the number of the cheques. You should promptly report any irregularities to us.
- 4.5 You will keep your cheque books under lock. You should promptly report the loss of any cheque to us. We are not responsible for any payment made before we have a reasonable time to act on your request to stop payment or on your report of lost cheque.
- 4.6 We may return a cheque unpaid if it is not signed in accordance with your specimen signature on our record, or is incorrectly completed, altered without your full signature, mutilated, post-dated or out-of-date. Reasonable charges will apply. Change of your specimen signature will become effective only after we have recorded it.
- 4.7 We are not responsible for any alteration of a cheque or instrument that cannot be detected with reasonable care.
- 4.8 If several cheques are presented for payment simultaneously, we may in good faith without liability determine the order for payment.
- 4.9 After closing your account we may without liability return unpaid any cheque subsequently presented.
- 4.10 You will return all unused cheques to us on closing your account.
- 4.11 Cheques drawn by you may, after payment and recording in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited ("HKICL") for the period stated in the rules relating to the cheque clearing system operated by HKICL and after this, they may be destroyed. You authorize us to contract with collecting banks and HKICL accordingly.
- 4.12 Overdrafts are granted at our discretion. Interest and fees will be charged at the rate and in the manner we determine from time to time. We may at any time reduce, cancel, suspend or increase an overdraft facility, or demand immediate repayment of all outstanding amounts and interests.
- 4.13 A "cheque" includes, to the extent applicable, a bill, draft, order and other payment instrument.

### **5. Deposits**

- 5.1 Fixed, call and other deposits may only be made in the currency and minimum amount, for the period and at the rate accepted by us and as stated in a deposit confirmation issued by us. Any other rates and information provided by us are not binding.
- 5.2 You should examine each deposit confirmation carefully, and notify us promptly of any error. We may require surrender of the original confirmation in good order to withdraw the deposit. A new deposit confirmation or an auto renewal notice will be issued on renewal.
- 5.3 Deposits may not be uplifted before maturity. For a call deposit, maturity refers to the expiry of your notice of the agreed period to us. We may permit an early uplift subject to payment of our losses, reasonable expenses and charges. We reserve the right not to pay interest on the deposit if an early uplift is permitted, and you may be required to repay any interest paid.
- 5.4 Interest on a deposit is only payable at maturity. Interest is calculated on the principal amount of the deposit at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date. For call deposits, interest will be calculated on a daily basis at the fluctuating rates quoted by us for deposits of comparable amount and term.
- 5.5 A deposit, which would otherwise mature on a non-business day, matures on our next business day.

- 5.6 We may (but are not obliged to) pay interest on a matured deposit that is not renewed or withdrawn at our savings account rate or any other rate determined by us or renew the deposit for the same period at the rate for similar deposits quoted by us at close of business on the renewal date. A deposit to be automatically renewed will carry interest at the rate for similar deposits quoted by us at close of business on the renewal date.
- 6. Foreign currencies**
- 6.1 "Foreign currencies" means currencies other than Hong Kong dollars and accounting units accepted internationally as equivalent to currency, which we agree are available for the purposes of our services.
- 6.2 We may settle foreign currency transactions in Hong Kong dollars or the foreign currency, and may convert any currency into another currency at our spot rate.
- 6.3 Deposits of foreign currency into a foreign currency account may be subject to restrictions. If accepted, a reasonable commission for exchange and our reasonable charges will be payable.
- 6.4 We may pay withdrawals after deducting a reasonable commission in lieu of exchange and our reasonable charges, by one or more of the following methods, without liability for any loss thus incurred:
- (a) by telegraphic or other transfer in the relevant currency;
  - (b) by issuing a draft in the relevant currency on such bank at such place as we reasonably determine;
  - (c) subject to availability at the relevant branch, in cash in the relevant currency;
  - (d) by payment in Hong Kong dollars at our T/T or bank notes rate (at our choice) for buying Hong Kong dollars.
- 6.5 We will transact as principal when we enter into any foreign currencies and/or foreign exchange transactions with you.
- 7. US Dollar/Euro clearing**
- It is an additional requirement of US dollar and Euro clearing in Hong Kong that:
- 7.1 You acknowledge that the operation of the US Dollar and Euro clearing systems in Hong Kong is subject to the US Dollar Clearing House Rules and the US Dollar Operating Procedures, and the Euro Clearing House Rules and the Euro Dollar Operating Procedures respectively (in each case as modified from time to time).
- 7.2 You agree that the Hong Kong Monetary Authority shall not be liable to any person in respect of any claim, loss, damage or expense (including, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of anything done or omitted to be done by Hong Kong Monetary Authority bona fide or by the settlement institution, Hong Kong Interbank Clearing Limited or any member of the US Dollar or Euro Clearing House, or any other person in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the Clearing Facilities or any member) of the Clearing House or the Clearing Facilities or any part of any of them.
- 7.3 You agree that, without prejudice to 7.2 in this Schedule, the Monetary Authority shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (including loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if the Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly by the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules and the US Dollar Operating Procedures, and the Euro Clearing House Rules and the Euro Dollar Operating Procedures.
- 8. Debit Cards (ATM Cards)**
- 8.1 A card and password may be issued (or in some cases, allow you to select the password) to you to access through such ATMs (automatic teller machines), point of sale terminals and other devices such accounts and services as are provided by us on the relevant channel from time to time.
- 8.2 Cheques and cash (but not coins) in the currency notified by us may be deposited into an ATM but are subject to our final verification, which will be binding on you, except for manifest error. If we are aware of a discrepancy, we reserve the right to debit the deposit account with the value of the deposited note(s) which is subsequently verified as invalid. Verification may not take place on the day of deposit. Cheque deposits are accepted for collection only and the proceeds will not be available for withdrawal until the cheques have been cleared.
- 8.3 Your card may only be used by you and is not transferable. Cards are our property. You will surrender your card to us on request. You will remain responsible for all transactions on your card before its return to us.
- 8.4 A replacement card may be issued subject to conditions and reasonable charges. A lost card that is subsequently found may not be used without our prior agreement.
- 8.5 You authorize us to debit your account with the amount of any transaction involving the use of your card or password or both. However, you will not be responsible for any amounts wrongly charged to your accounts and any interest thereon:
- (a) in the event of misuse when the card has not been received by you;
  - (b) for all transactions not authorized by you after we have been given adequate notification that the card or PIN has been lost or stolen or that someone else knows the PIN (unless you have acted fraudulently or with gross negligence, or allowed a third party to use your password, or failed to comply with your obligations under Clause 6.3 or 6.4 of these Terms and Conditions relating to password);
  - (c) when faults have occurred in the terminals, or other systems used, which cause cardholders to suffer direct loss unless the fault was obvious or advised by a message or notice on display; and
  - (d) when transactions are made through the use of counterfeit cards.
- 8.6 A card does not entitle you to credit.
- 8.7 In the absence of negligence or wilful misconduct, we are not responsible if you are not able to use your card or password or for the malfunctioning of any card, ATM or other device. We are not responsible for any goods or services bought by you with the use of a card or password. You will make any claim only against the supplier of the goods or service.
- 8.8 Cancelling a card does not cancel the account.
- 8.9 If we are a party to a shared electronic system, we will not avoid liability to you in respect of any loss arising from the use of the card either caused or contributed by another party to the system.
- 9. Auto Sweeping Service (for Elite Club Account or e-Age Banking Account only)**
- 9.1 You may utilize the Auto Sweeping Service to transfer funds automatically from a Savings Account to a Current Account of the same currency if the day end balance of such Current Account is overdrawn or the credit limit of any overdraft facility attached to such Current Account is exceeded. For the avoidance of doubt, this service does not extend to transfer of funds in Renminbi.
- 9.2 Any such transfer will be processed on the next business day subject to there being a sufficient balance on the applicable Savings Account. A transfer of funds from a Savings Account will not occur if the amount of the funds to be transferred does not cover the overdrawn amount of the Current Account or the amount by which the credit limit of any overdraft facility attached to the Current Account is exceeded (by reason of insufficient funds in the relevant Savings Account or the agreed overdraft limit has been or will be exceeded or otherwise).
- 9.3 The daily maximum limit of automatic transfer of funds from the Hong Kong Dollar Savings Account and from the US Dollar Savings Account shall be set by us and may be changed by us from time to time, as notified to you. Any transfer shall not exceed daily maximum limit and we will only implement the transfer of funds up to the daily maximum limit.
- 9.4 If we are unable to transfer funds or remit funds from or to the Current Account due to system failure or other reasons beyond our control, we shall not be required to transfer or remit such funds unless and until such time as it is reasonably able to do so. Our obligations under this service shall at all times be subject to our limitation of liabilities as set out in Clause 10 (Limit of our liability) of these Terms and Conditions.
- 9.5 Overdraft interest at our prevailing rates will be applied to the overdrawn amount of the Current Account or the amount by which the credit limit of any overdraft facility attached to the Current Account is exceeded, until it is settled.
- 9.6 We may charge such fees and charges for the Auto Sweeping Service as we shall, at our discretion from time to time determine. We are hereby authorized by you to debit the fees, charges, expenses and interest, if applicable, from your designated account as well as any other amount representing actual or contingent liabilities incurred by us as a consequence of performing your instruction.
- 10. No Bounced Cheques and Auto-Pay Protection Services (for Elite Club Account or e-Age Banking Account only)**
- 10.1 Subject to our agreement, an eligible Account customer who satisfies certain criteria prescribed by us from time to time may elect to use the No Bounced Cheques and Auto-Pay Protection Services which are applicable to Hong Kong Dollar Current Account only.
- 10.2 By utilizing the No Bounced Cheques and Auto-Pay Protection Services, we will settle (a) any cheques to avoid any bounced cheques and/or (b) any auto-pay instructions if there are insufficient funds for such cheque and/or auto-payment(s) in your Hong Kong Dollar Current Account.
- 10.3 The maximum limit of amounts that can be transferred on each transfer shall be agreed by you with us from time to time.



- 10.4 We shall set the maximum amount applicable for settlement of cheques and/or auto-pay instructions under the No Bounced Cheques and Auto-Pay Protection Services.
- 10.5 Subject to our agreement, you may set the maximum limit for the No Bounced Cheques and Auto-Pay Protection Services, but this amount may not exceed the maximum amount for these services determined by us from time to time. If no maximum amount for the services is set by you, we shall at our discretion determine the maximum amount applicable.
- 10.6 Interest will be charged by us on the amounts paid by us in settlement of any cheques and/or auto-pay payments at the rates specified by us and notified to you from time to time.
- 10.7 If the maximum limit set by you or us in respect of the No Bounced Cheques and Auto-Pay Protection Services would be exceeded after payment to settle a cheque/auto-pay instruction, we reserve the right to return such cheque and/or not pay any part of the auto-pay instruction.
- 10.8 We may (acting reasonably) at any time by notice to you change these services and the requirements under these services.
- 10.9 Fees and charges for using the No Bounced Cheques and Auto-Pay Protection Services will be charged at the rates and in the manner we determine from time to time, of which we will notify you.
- 10.10 We may debit interest rate charges, other charges and fees payable by you for the No Bounced Cheques and Auto-Pay Protection Services from the Hong Kong Dollar Current Account applicable to which the No Bounced Cheques and Auto-Pay Protection Services are attached (or such other account as agreed between you and us) at any time.

#### **Schedule 2 : Electronic services**

1. Electronic services (on the Internet, telephone, or other electronic network or devices as advised by us) allow you to access such services as are provided by us on the relevant channel from time to time. Your instructions may be processed automatically by computers without oversight.
2. You understand and acknowledge that electronic services are provided as an additional service or channel to receive instructions from you, and shall not be considered as a substitute for other accepted methods of giving instructions. You will use other methods or channels to give instructions to us if electronic services are not available.
3. You acknowledge that if internet banking service is used to purchase securities, such service is offered only in jurisdictions where and when it may be lawfully offered. Such service and information relating to such service are not intended for access or use by persons in other jurisdictions. You are aware of and will observe any applicable laws and regulations.
4. By subscribing to an electronic service, you confirm that you have appropriate equipment and facilities to, and agree to, receive our electronic communications, which may be sent in lieu of paper or other communications.
5. You will not access our electronic services except with an equipment (and software) and in a communications format permitted by us, or for any purpose or in any way other than to access an available service in a reasonable manner. You will ensure that the contents of a message sent by or on your behalf are not inconsistent with applicable law.
6. As between the parties, a contract concluded by electronic messages is concluded in Hong Kong and at the time when our final confirmation of your instructions is dispatched. If you do not receive a confirmation, you must check with us.
7. Electronic messages are treated as a writing signed by the sender. Neither party will contest the validity of a contract concluded by electronic messages on the grounds that it was so concluded.
8. If a re-confirmation has been requested from you, your instructions are not effective unless re-confirmed within time.
9. If your instruction has not been accepted by our system for any reason (for example, after a cut-off time), you should try again. Our system will not reprocess your instruction automatically. Our system may process your instruction without checking even if it conflicts with other information.
10. Your statements of account may be sent to you by posting at a secure location on our website accessible by your password. You will read them without delay.
11. We may accept or reject an instruction received by our system that is not related to an available service on the relevant channel.
12. You will communicate with us in relation to a transaction through the same communication channel. You will, when required, quote the transaction number assigned by us. Acting reasonably, we may use any available channel.
13. You acknowledge that an accepted instruction may be rejected by reason of computer operations. You will check whether your instructions have been executed. We will not notify execution or non-execution.
14. You acknowledge that electronic instructions given by your password may be used to register any accounts for the purposes of an electronic service, so that such accounts may become accessible by electronic instructions.
15. You will not alter, circumvent or interfere with the operation of our services or website. You will not alter any form downloaded by you without our consent.
16. Transactions and messages shown on or printed out from your computer or other equipment are for your reference only.
17. We may download information including identification data to your computer or equipment.
18. You are regarded as having received a communication when it is dispatched by our system or posted on our website.
19. Records (including the statements of account) will only be retained in our system or website for the period reasonably determined by us.
20. Hyperlinks to other sites are provided for your convenience only. They are not our recommendation or endorsement of the other sites. We are not responsible for the contents of the other sites, and have not verified them.
21. Our website is hosted by us and is connected to the Internet via an independent service provider, who is not our agent. While we have selected a reputable service provider, we are not responsible for their act or omission.
22. To the extent applicable, this Schedule also applies to plastic cards issued by us.
23. You are obliged to observe in a timely manner the relevant security measures specified from time to time by us for the use of electronic services.

#### **Schedule 2A: White Form eIPO Online Payment Services**

##### **Disclaimer**

1. **You (the customer), an applicant to subscribe for certain offer of securities, as defined in the Securities and Futures Ordinance (Cap. 571), which may or may not be listed on The Stock Exchange of Hong Kong Limited (the "Offer"), agree to assume the risks associated with conducting on-line bill payment transactions of white form application(s) for electronic initial public offering of securities ("eIPO"), through our electronic services from time to time as more particularly described below ("White Form eIPO Online Payment Services") on an internet website (the "Website") operated and/or maintained by or on behalf of us, Industrial and Commercial Bank of China (Asia) Limited ("ICBC (Asia)", "we", "us" or "our", as applicable, and through the internet, including (i) leakage of data (including but not limited to personal data), loss of data, incorrect data transmission, bugs and virus attack due to the public nature of the internet; and (ii) unauthorized use, system failure, unavailability of services, interception, interruption, transmission blackout or delayed transmission.**
2. **In providing the White Form eIPO Online Payment Services to you, we are not acting as your investment adviser and shall not be responsible for any loss which you may suffer as a result of your investment using the White Form eIPO Online Payment Services. You shall seek independent professional advice on legal, tax, and other issues in connection with the use of White Form eIPO Online Payment Services, these Terms and Conditions, the Master Terms and Conditions – Banking Services, the relevant information or any offering documentation issued by the issuer or offer or of the securities (the "Issuer") in relation to the applicable offer (the "Offer Documentation") and the online application instruction in respect of each Offer and any transactions and dealings which may affect you under all applicable law.**
3. **Subject to any applicable laws and regulations, unless caused by our negligence or wilful default, we shall not be liable for any loss, damage or expense suffered by you by virtue of any delay in acting on any instruction or any partial completion of or failure or inability to act on any of your instruction for whatever reason (including, without limitation, any failure or error of any computer or electronic system of equipment).**
4. **We are authorized, at our discretion, to take such steps as we may consider expedient to enable us to provide the White Form eIPO Online Payment Services including the right to comply with any law, regulation, order, directive, notice or request from any government or regulatory authority (whether or not having the force of law), or rules and regulations of any system providing central clearing and settlement facilities.**
5. **We shall not have any liability (i) in respect of, (ii) are not responsible for, (iii) have not authorized and (iv) shall not be deemed to have authorized the contents of the Offer Documentation and, where applicable, the application form(s) relating thereto unless we are also the Issuer.**

#### **1. White Form eIPO Online Payment Services**

- 1.1 Subject to these Terms and Conditions and the Master Terms and Conditions – Banking Services, as revised from time to time, we provide the White Form eIPO Online Payment Services through the Website for you to make on-line payment for your eIPO application.
- 1.2 These Terms and Conditions form part of the Master Terms and Conditions – Banking Services. If there is inconsistency between the provisions of these Terms and Conditions and the general provisions of the Master Terms and Conditions – Banking Services, these Terms and Conditions shall prevail to the extent of inconsistency in relation to the provision of White Form eIPO Online Payment Services.
- 1.3 By accepting these Terms and Conditions, you appoint and authorize us to transfer fund from your designated account(s) with us to the relevant account(s) of the payee(s), from time to time, on behalf of you and in accordance with your instructions. We reserve the right to refuse acting on your instructions if there is insufficient funds in your designated account at the relevant time for settling the application money and related expenses or if, in our opinion, there are reasonable grounds for such refusal. We act as your agent for the purpose of White Form eIPO Online Payment Services and are not the agent of the parties involved in the eIPO.
- 1.4 **You must satisfy the following requirements before the White Form eIPO Online Payment Services will be offered to you:**
- 1.4.1 you are qualified to apply for the IPO securities on the terms and conditions set out in the Offer Documentation;
- 1.4.2 you are over 18 years of age; and
- 1.4.3 you have satisfied other requirements which are specified by the Issuer and/or us, if any.
- 1.5 From time to time, at our absolute discretion and without prior notice, designate the maximum amount of payment that may be made through the White Form eIPO Online Payment Services, including but not limited to for each transaction or for each day or otherwise. Further, for the purpose of calculating such maximum amount of payment, we will take into account the other White Form eIPO Online Payment Services transaction(s) which you may have made on the relevant day.
- 1.6 Your payment instruction(s), once given under the White Form eIPO Online Payment Services, is irrevocable and may not be withdrawn by you without our prior consent.
- 1.7 We will assign a reference number, which will be displayed on screen, for the purpose of acknowledging receipt of an instruction to make on-line payment or transfer of funds to the payee through the White Form eIPO Online Payment Services (which for the avoidance of doubt does not constitute an acceptance by the Issuer of an offer by you to subscribe for such securities). You will be deemed to have received the reference number immediately upon such display on screen. We shall not be responsible for separately notifying you your assigned reference number and the amount payable by you for your White Form eIPO Online Payment Services.
- 1.8 All instructions which have been confirmed and acknowledged by or on behalf of us in the manner described in Clause 1.7 in this Schedule shall be irrevocable and binding on you, whether given by you or by any other person purporting to be you. We shall be under no duty to verify the authority or authenticity of any such instruction.
- 1.9 We are hereby authorized by you, as per your payment instruction, to:
- 1.9.1 at our discretion, debit or overdraw the amount of application money (together with any premium, if applicable) from your designated account as well as any other amount representing actual or contingent liabilities incurred by us as a consequence of performing your instruction;
- 1.9.2 convert any subscription money at our spot rate of exchange if its currency is different from that of the securities. You shall be liable for any exchange rate loss arising from such exchange.
- 1.10 You shall ensure that sufficient clear funds have been credited into the designated account to cover the payment instructions and the related expenses to be incurred in connection with your instruction when you deliver your payment instruction under the White Form eIPO Online Payment Services.
- 1.11 When using the White Form eIPO Online Payment Services, you will be required to confirm and verify certain information in respect of the intended payment instruction(s) and designate your account from which the subscription monies and related charges should be debited. You should key in or otherwise input such information and verify its accuracy carefully. We shall not be responsible for any wrongful payment which is caused by any errors or mistakes in the information given by you.
- 2. Your Responsibilities**
- You :
- 2.1 represent, warrant and agree to use the White Form eIPO Online Payment Services in strict compliance with these Terms and Conditions and all provisions set out in the Offer Documentation, the online application instruction, the instruction pages for payment and other instructions set out in the Website;
- 2.2 authorise us to disclose and transfer to any person in connection with the Offer, or any other person if required by any law, regulation, court order or any government or regulatory authority all information relating to you or if such disclosure and transfer is, in our opinion (acting reasonably), necessary for the provision of the White Form eIPO Online Payment Services or if such disclosure is requested or required in connection with the Offer;
- 2.3 authorise us to transmit information relating to you to or through and to store that information anywhere in each case as we reasonably think necessary or desirable for the provision of White Form eIPO Online Payment Services;
- 2.4 represent and undertake that you have all authorizations and consents necessary for the transfer, use, control or processing of personal data and other information furnished to or received by us in connection with or pursuant to the use of the White Form eIPO Online Payment Services;
- 2.5 shall indemnify us against any losses or liabilities arising out of or in connection with any claims against us that the transfer, use, control or processing of personal data and other information pursuant to our services under the White Form eIPO Online Payment Services infringes any individual's rights or violates any law or regulations.
- 3. Governing Conditions**
- 3.1 The use of and all transactions and dealings effected by using the White Form eIPO Online Payment Services are subject to these Terms and Conditions, the Master Terms and Conditions – Banking Services, the Master Terms and Conditions – Investment Products, the terms and conditions of the Banking Services & Accounts Application Form, the terms and conditions of the Personal Internet Banking/Phone Banking Services Application/Amendment Form and the Privacy Statement & Disclaimer and other terms and conditions of ICBC (Asia) applicable from time to time including those set out in the online application instruction or elsewhere on the Website. Such disclaimer and other terms and conditions shall apply as if they were expressly extended to the use of the White Form eIPO Online Payment Services.
- 3.2 Each payment instruction shall also be subject to the terms and conditions of the relevant Offer which are contained in the Offer Documentation relating thereto.
- 3.3 These Terms and Conditions only set out the specific provisions governing the provision of White Form eIPO Online Payment Services, we shall not be of any concern or liability whatsoever arising from or in connection with the underlying transaction, including application of new shares, between you and the relevant payee to whose account you have effected, or intended to effect payment through the White Form eIPO Online Payment Services.
- 4. Miscellaneous**
- 4.1 These Terms and Conditions may be amended, modified and varied from time to time. Any amendments to these Terms and Conditions shall become effective subject to our notice provided in any manner as we think appropriate. By continuing to maintain or use the White Form eIPO Online Banking Services on or after the effective date of amendments, you shall be deemed to have agreed to such amendments.
- 4.2 No failure to exercise, nor any delay in exercising, on our part, any right or remedy under these Terms and Conditions shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further exercise or the exercise of any other right or remedy. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive any rights or remedies provided by law.
- 4.3 If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 4.4 We will take reasonable precautions to maintain the confidentiality of information relating to you furnished by you to us in connection with the use of White Form eIPO Online Payment Services.
- 4.5 We shall determine from time to time the type of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.

### Schedule 3: RMB Account

1. "Renminbi" or "RMB" means the lawful currency for the time being of the People's Republic of China ("PRC").
2. "RMB Account" means the RMB Savings Account or any RMB Time Deposit Account with us in your name opened, operated and maintained.
3. Unless otherwise agreed by us, you may only open one RMB Savings Account and/or one RMB Current Account with us (whether in your own name or jointly with another person) subject to the requirement that you hold a valid Hong Kong Identity Card and we may at any time, by 14 days' prior notice to you, close any other RMB Savings Account(s) and/or RMB Current Account(s) maintained by you with us. The notice may, if necessary under the circumstances, take effect immediately.
4. You may, subject to our discretion, open any number of RMB Time Deposit Account(s) (in your own name or, if the RMB Savings Account is opened jointly with another person, jointly with that person) if you have already opened a RMB Savings Account with us.

5. Deposit into the RMB Savings Account may only be made by depositing Renminbi in cash (in a denomination acceptable to us), by converting HK Dollars (whether in cash or being HK Dollars in a HK Dollar account maintained by you with us) at the prevailing exchange rate determined by us at the time we process your instruction, by transfer from another Renminbi savings account with us maintained by another person in Hong Kong or by such other method as we may from time to time stipulate at our discretion. The method of deposit will be stated in the passbook or statement in respect of the RMB Savings Account against the relevant entry.
6. Except as provided in Clause 7, 8 and 9 in this Schedule and except where we stipulate otherwise, no transfer shall be made from or to the RMB Savings Account.
7. You may transfer funds from the RMB Savings Account to another RMB Savings Account with us maintained by another person in Hong Kong.
8. Transfer of funds may be made between your RMB Savings Account, your RMB Time Deposit Account(s) and your RMB Current Account (if any) as mentioned in Schedule 6 hereto, all under the same name.
9. You may transfer funds from the RMB Savings Account to an account of you under the same name with a financial institution in the PRC designated by you acceptable to us (the "PRC Account"). The aggregate amount of funds transferred by you from the RMB Savings Account under this clause and all other RMB accounts (including RMB Time Deposit Account and RMB Current Account) shall not exceed RMB80,000 (or such other amount as may be determined by regulatory institutions, for example, The People's Bank of China, from time to time) in a day. You may, subject to applicable laws and regulations in the PRC and in accordance with withdrawal arrangements in the PRC, transfer from the PRC Account the funds transferred under this clause which have not been withdrawn from the PRC Account to the RMB Savings Account.
10. If we are unable to deposit funds into or transfer or remit funds from or to any RMB Account(s) due to system failure or other reasons beyond our control, we shall not be required to deposit, transfer or remit such funds unless and until such time as we are reasonably able to do so.
11. Except where we stipulate otherwise, no withdrawal may be made from, no deposit may be made into and no transfer shall be made from or to the RMB Time Deposit Account(s) unless by way of transfer to and from the RMB Savings Account as stipulated in Clause 6 in this Schedule.
12. Withdrawal from the RMB Savings Account may only be made by withdrawing Renminbi in cash, by withdrawing HK Dollars in cash (by converting RMB in the RMB Savings Account into HK Dollars at the prevailing exchange rate determined by us at the time we process your instruction) or by such other method as we may from time to time stipulate at our discretion.
13. Where you request a withdrawal in Renminbi from the RMB Savings Account, we shall be entitled to make payments, subject to the availability of bank notes in us, by cash payment in Renminbi or such other methods as we may decide at our discretion.
14. The method of withdrawal will be stated in the passbook or statement in respect of the RMB Savings Account against the relevant entry.
15. If payments are delayed or cannot be made in time due to system failure or other reasons beyond our control, we may at our discretion decide not to make such payments unless and until such time as we are reasonably able to do so.
16. Renminbi is currently not freely convertible and the conversion of Renminbi may be subject to certain policies, regulatory requirements and/or other restrictions (which may be subject to changes from time to time without notice) as determined by the relevant regulatory institutions, for example, The People's Bank of China. The actual arrangements provided by us may depend on the policies, regulatory requirements and/or other restrictions prevailing at the relevant time.
17. We may levy a service charge on withdrawals from or deposits into the RMB Savings Account at such rate as we may from time to time reasonably determine. The charge shall be payable by you by such means as may be reasonably determined by us and we shall be entitled to deduct the charge from the RMB Savings Account.
18. We may (but are not obliged to) require you to provide such documents or information as we reasonably think fit to ensure that applicable laws and regulations in the PRC in relation to the RMB Account(s) (including those promulgated by State Administration of Foreign Exchange of the PRC) have been complied with.
19. All transactions in respect of the RMB Account(s) shall be completed at the counters at our principal place of business or our branches in Hong Kong or such other places or through other channels such as the telephone, the internet or an automated teller machine as we may from time to time stipulate at our discretion. Where we so stipulate, instructions given over the telephone, via the internet or at an automated teller machine shall be given in accordance with the respective terms and conditions in respect of those services.
20. Use of Renminbi cheques in Hong Kong should comply with the usual banking practices in Hong Kong.
21. You acknowledge and agree that the operation of the RMB Account(s) shall be subject to any restrictions which may from time to time be imposed on the Bank (which restrictions may have immediate effect if so required by any regulator or other authority in Hong Kong or mainland China or by the clearing institution for Renminbi clearing and settlement services in Hong Kong).
22. You shall comply with all laws of Hong Kong and mainland China, and all rules, conditions, regulations and other requirements from time to time of any regulator or other authority in Hong Kong or mainland China which are applicable to Renminbi services.
23. We may:
  - 23.1 take any action, with or without notice to you, to comply with any requirements of the clearing institution for Renminbi clearing and settlement services in Hong Kong, any agent bank in mainland China through which we conduct Renminbi clearing and settlement services, or any regulator or other authority in Hong Kong or mainland China;
  - 23.2 without prejudice to Sub-clause 23.1 above, provide any information about you, your accounts and transactions to any entity referred to in Sub-clause 23.1 above;
  - 23.3 delay or decline, without giving reason and without liability, to execute any instructions from you or to accept any Renminbi deposit; and
  - 23.4 at any time in any way vary, suspend, withdraw or terminate all or any part of the Renminbi services, or impose any conditions or restrictions, whether or not any such action applies to any of our other customers.

#### **Schedule 4: Integrated Account**

1. Eligible applicant may, subject to our discretion and such terms and conditions as specified from time to time, apply to open and maintain an Integrated Account which comprises several sub-accounts as listed in the Schedule of Integrated Account Services.
2. As an Integrated Account customer, you will be entitled to certain services and privileges offered by us and/or open any one or more accounts at any time by issuing an instruction in such form as may be acceptable to us.
3. Where services and privileges of Integrated Account are provided to you, you agree to be bound by these Terms and Conditions governing the Integrated Account and any specific terms and conditions for particular services and accounts. If there is any inconsistency, the provisions for particular services and/or account(s) will prevail over these provisions.
4. The use of and all transactions and dealings effected by using the Integrated Account are subject to these Terms and Conditions, the Master Terms and Conditions – Banking Services, the terms and conditions of the Banking Services & Accounts Application Form, the Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and all other terms and conditions of our Bank applicable from time to time. Such terms and conditions shall apply as if they were expressly extended to the Integrated Account.
5. A monthly fee shall be paid by all Integrated Account customers. We may adjust the Integrated Account services fee payable by Integrated Account customers periodically.
6. Unless we notify you to the contrary, if your average daily total liquid assets including all deposit balances, investment portfolio held with us (in the Integrated Account or other accounts you have with us) and any other assets as from time to time determined by us shall in the previous three consecutive months or other period specified by us reach HKD10,000 or above (or such amount as we determine), the monthly fee payable by you for the following month shall be waived.
7. We may debit any fees and charges payable by you for the Integrated Account services from your designated account held with us or any sub-accounts of the Integrated Account.
8. If your total liquid assets fall below limits as determined by us from time to time and you fail to pay the fees and charges referred to in Clause 6 above, or you have insufficient funds in the designated account or any sub-accounts to cover such fees and charges payable by you, then we may at our discretion, terminate or suspend any or all of the Integrated Account services and privileges which you are entitled to as an Integrated Account customer. We will give you prior written notification of such termination or suspension.
9. All debit cards and cheque books (if applicable) must be returned to us upon termination of the Integrated Account by you or us.
10. We may (acting reasonably) at any time by notice to you, add new banking services for Integrated Account customer, or replace, suspend, vary or terminate any services as appropriate.
11. Subject to any applicable laws and regulations, unless caused by our negligence or wilful default, we shall not be liable for any loss, damage or expense suffered by you by virtue of any delay in acting on any instruction or any partial completion of or failure or inability to act on any of your instructions for whatever reason (including, without limitation, any failure or error of any computer or electronic system or equipment).
12. A monthly consolidated statement shall be provided to you in respect of the various sub-accounts under the Integrated Account.

#### Schedule of Integrated Account Services

1. HKD Statement Savings Account (“**Integrated Hong Kong Dollar Savings Account**”)
2. HKD Current Account (“**Integrated Hong Kong Dollar Current Account**”)
3. Multi-currency Statement Savings Account
4. Time Deposit Account (“**Integrated Time Deposit Account**”)
5. USD Current Account
6. RMB Current Account (only available for holders of a Hong Kong Identity Card)
7. RMB Savings Account (only available for holders of a Hong Kong Identity Card)
8. ATM services
9. Electronic services

Unless we notify you otherwise, accounts referred to in items 1 to 7 above are collectively referred to as the “**Integrated Sub-Accounts**” and each an “**Integrated Sub-Account**”, accounts referred to in items 1, 3 and 7 above are collectively referred to as the “**Integrated Savings Accounts**” and each an “**Integrated Savings Account**” and the accounts referred to in items 2, 5 and 6 above are collectively referred to as the “**Integrated Current Accounts**” and each an “**Integrated Current Account**”.

#### Schedule 5 : RMB Company Account

1. “**Renminbi**” or “**RMB**” means the lawful currency for the time being of the People’s Republic of China (“PRC”).
2. “**RMB Company Account**” means the RMB Savings Account or any RMB Time Deposit Account opened by a customer with us who must be HK commercial establishments that provide retail, catering, accommodation, transportation services, communications services, medical services and educational services (or such other business as may be determined by us from time to time).
3. We shall at our discretion open and maintain a RMB Company Account for you and may (but are not obliged to) require you to provide such documents or information as we think fit to prove that you have been engaged in any of the services mentioned in Clause 2 in this Schedule.
4. Unless otherwise agreed by us, you may only open one RMB Savings Account with us and we may at any time, by 14 days’ prior notice to you, close any other RMB Savings Account(s) maintained by you with us. The notice may, if necessary under the circumstances, take effect immediately.
5. You may, subject to our discretion, open any number of RMB Time Deposit Account(s) if you have already opened a RMB Savings Account with us.
6. Deposit into the RMB Savings Account may only be made by depositing Renminbi in cash (in a denomination acceptable to us) or by such other method as we may from time to time stipulate at our discretion. The method of deposit will be stated in the passbook or statement in respect of the RMB Savings Account against the relevant entry.
7. Except as provided in Clause 8 in this Schedule and except where we stipulate otherwise, no transfer shall be made from or to the RMB Savings Account. Except where we stipulate otherwise, no cheque shall be deposited or drawn in respect of any RMB Account.
8. Transfer of funds may be made between your RMB Savings Account and your RMB Time Deposit Account(s) under the same name.
9. Except where we stipulate otherwise, no withdrawal may be made from, no deposit may be made into and no transfer shall be made from or to the RMB Time Deposit Account(s) unless by way of transfer to and from the RMB Savings Account as stipulated in Clause 8 in this Schedule.
10. Withdrawal from the RMB Savings Account may only be made by withdrawing Renminbi in cash, by withdrawing HK Dollars in cash (by converting RMB in the RMB Savings Account into HK Dollars at the prevailing exchange rate determined by us at the time we process your instruction) or by such other method as we may from time to time stipulate at our discretion.
11. Where you request a withdrawal in Renminbi from the RMB Savings Account, we shall be entitled to make payments, subject to the availability of bank notes in us, by cash payment in Renminbi or such other methods as we may decide at our discretion.
12. The method of withdrawal will be stated in the passbook or statement in respect of the RMB Savings Account against the relevant entry.
13. If payments are delayed or cannot be made in time due to system failure or other reasons beyond our control, we may at our discretion decide not to make such payments unless and until such time as we are reasonably able to do so.
14. We may levy a service charge on withdrawals from or deposits into the RMB Savings Account at such rate as we may from time to time reasonably determine. The charge shall be payable by you by such means as may be reasonably determined by us and we shall be entitled to deduct the charge from the RMB Savings Account.
15. We may (but are not obliged to) require you to provide such documents or information as we reasonably think fit to ensure that applicable laws and regulations in the PRC in relation to the RMB Account(s) (including those promulgated by State Administration of Foreign Exchange of the PRC) have been complied with.
16. All transactions in respect of the RMB Account(s) shall be completed at the counters at our principal place of business or our branches in Hong Kong or such other places or through other channels such as the telephone, the internet or an automated teller machine as we may from time to time stipulate at our discretion. Where we so stipulate, instructions given over the telephone, via the internet or at an automated teller machine shall be given in accordance with the respective terms and conditions in respect of those services.

#### Schedule 6: RMB Current Account

1. “**Renminbi**” or “**RMB**” means the lawful currency for the time being of the People’s Republic of China (“PRC”).
2. “**RMB Current Account**” means the RMB Current Account with us in your name opened, operated and maintained.

3. "PBOC" means The People's Bank of China.
4. Unless otherwise agreed by us, you may only open one RMB Current Account with us (whether in your own name or jointly with another person) subject to the requirement that you hold a valid Hong Kong Identity Card and we may at any time, by 14 days' prior notice to you, close any other RMB Current Account(s) maintained by you with us (whether in your own name or jointly with another person). The notice may, if necessary under the circumstances, take effect immediately.
5. Deposit into the RMB Current Account may be made by depositing Renminbi in cash (in a denomination acceptable to us), by converting HK Dollars (whether in cash or being HK Dollars in a HK Dollar account maintained by you with us) at the prevailing exchange rate determined by us at the time we process your instruction, by transfer from any Renminbi savings account with us maintained by you or another person in Hong Kong or by such other method as we may from time to time stipulate at our discretion. The method of deposit will be stated in the statement in respect of the RMB Current Account against the relevant entry.
6. We may from time to time set restrictions that apply to RMB transactions in the RMB Current Account and may take all actions necessary to comply with the rules and regulations of the PBOC, the State Administration of Foreign Exchange of the PRC, the Hong Kong Monetary Authority, the clearing institution and any other authorities.
7. Without prejudice to Clause 6 in this Schedule and irrespective of whether the RMB Current Account has sufficient funds, we have the right to deal with the operation of the RMB Current Account and any cheque drawn on it in the manner as follows without liability:
  - (a) Any one cheque exceeding RMB 80,000 (or such other amount as may be determined by the regulatory institution, for example, PBOC, from time to time) drawn on the RMB Current Account shall be bounced.
  - (b) The aggregate payments in respect of cheques drawn on the RMB Current Account shall not exceed RMB 80,000 (or such other amount as may be determined by the regulatory institution, for example, PBOC, from time to time) per day. If the aggregate payments in respect of cheques drawn on the RMB Current Account in aggregate per day exceed RMB 80,000, we shall bounce any one or more of such cheques at our absolute discretion.
  - (c) We shall put in place a cap of RMB80,000 (or such other amount as may be determined by the regulatory institution, for example, PBOC, from time to time) on the day-end balance of the RMB Current Account. We are entitled to transfer any excess amount to another account under the same name which is designated by you and maintained with us. We are also entitled at our discretion not to process the deposit/transfer transaction or process such transaction on the next business day if the day-end balance of the RMB Current Account exceeds RMB80,000 (or such other amount as may be determined by the regulatory institution, for example, PBOC, from time to time).
  - (d) No overdraft of the RMB Current Account shall be allowed and you shall maintain sufficient balance in the RMB Current Account at all times. If there is insufficient balance in the RMB Current Account, we are entitled (but not obliged) to transfer funds from your other accounts with us to cover the shortfall subject to your prior consent and this fund transfer must be completed within the next business day. We are entitled to charge a handling fee for such fund transfer at such rate as we may stipulate from time to time. We may by 14 days' prior notice to you close the RMB Current Account at our discretion in case such fund transfer arrangements are requested by you to cover the insufficient balance in the RMB Current Account in such frequency as we may determine to be excessive under the circumstances.
  - (e) Unless otherwise agreed by us, you are not allowed to effect any transfer of funds from or to the RMB Current Account.
  - (f) Renminbi is currently not freely convertible and the conversion of Renminbi may be subject to certain policies, regulatory requirements and/or other restrictions (which may be subject to changes from time to time without notice) as determined by the relevant regulatory institutions, for example, PBOC. The actual arrangements provided by us may depend on the policies, regulatory requirements and/or other restrictions prevailing at the relevant time. Exchange transactions shall only be effected through the methods as mentioned in Clause 13 of this Schedule.
  - (g) Subject to obtaining our prior consent, you may transfer funds from the RMB Current Account to an account of you under the same name with a financial institution in the PRC designated by you acceptable to us (the "PRC Account"). The aggregate amount of funds transferred by you from the RMB Current Account and all other RMB accounts (including RMB Savings Account and RMB Time Deposit Account) shall not exceed RMB80,000 (or such other amount as may be determined by the regulatory institution, for example, PBOC, from time to time) in a day. Such transaction for transfer of funds shall only be effected through the methods as mentioned in Clause 13 of this Schedule. You may, subject to applicable laws and regulations in the PRC and in accordance with the withdrawal arrangements in the PRC, transfer from the PRC Account the funds transferred under this clause which have not been withdrawn from the PRC Account to the RMB Current Account.
  - (h) Unless otherwise agreed by us, no cash withdrawal from the RMB Current Account is allowed. Where your request for a withdrawal of cash in Renminbi from the RMB Current Account is allowed by us, we shall be entitled to make payments, subject to the availability of bank notes in us, by cash payment in Renminbi or such other methods as we may decide at our discretion.
  - (i) The method of withdrawal will be stated in the statement in respect of the RMB Current Account against the relevant entry.
8. If we are unable to deposit funds into or transfer or remit funds from or to the RMB Current Account due to system failure or other reasons beyond our control, we shall not be required to deposit, transfer or remit such funds unless and until such time as we are reasonably able to do so.
9. Except where we stipulate otherwise in this Schedule, no withdrawal may be made from, no deposit may be made into and no transfer shall be made from or to the RMB Current Account.
10. If payments are delayed or cannot be made in time due to system failure or other reasons beyond our control, we may at our discretion decide not to make such payments unless and until such time as we are reasonably able to do so.
11. We may levy a service charge on any transactions through the RMB Current Account at such rate as we may from time to time reasonably determine. The charge shall be payable by you by such means as may be reasonably determined by us and we shall be entitled to deduct the charge from the RMB Current Account.
12. We may (but are not obliged to) require you to provide such documents or information as we reasonably think fit to ensure that applicable laws and regulations in the PRC in relation to the RMB Current Account (including those promulgated by State Administration of Foreign Exchange of the PRC) have been complied with.
13. All transactions for transfer of funds, exchange and remittances in respect of the RMB Current Account shall be completed at the counters at our principal place of business or our branches in Hong Kong or such other places or through other channels such as the telephone, the internet or an automated teller machine as we may from time to time stipulate at our discretion. Where we so stipulate, instructions given over the telephone, via the internet or at an automated teller machine shall be given in accordance with the respective terms and conditions in respect of those services.
14. Without prejudice to Clause 6 of this Schedule, cheques drawn on the RMB Current Account will be subject to the rules from time to time in force for the RMB Settlement System established by the Hong Kong Interbank Clearing Limited.
15. The terms and provisions relating to "Cheques" in Clause 4 of Schedule 1 to these Master Terms and Conditions shall apply to this Schedule for operation of the RMB Current Account, save and except Clause 4.11 thereof. If there is inconsistency, the provisions in this Schedule will prevail over those terms and provisions for "Cheques" as aforesaid.

#### **Schedule 7: Elite Club Banking Services and e-Age Banking Account Services**

1. Elite Club banking services and e-Age Banking Account services are integrated banking services provided by us to eligible customers on such terms and conditions as specified from time to time.
2. As an Elite Club banking services customer or e-Age Banking Account services customer, you will be entitled to certain services and privileges offered by us and/or open any one or more accounts at any time by issuing an instruction in such form as may be acceptable to us. Certain services and/or privileges are only available to Elite Club banking services customers who open an Elite Club Account or e-Age Banking Account customers respectively.
3. Where services and privileges of Elite Club banking services or e-Age Banking Account services are provided to you, you agree to be bound by these Terms and Conditions governing the Elite Club banking services or e-Age Banking Account services respectively and any specific terms and conditions for particular services and accounts. If there is any inconsistency, the provisions for particular services and/or account(s) will prevail over these provisions.
4. The use of and all transactions and dealings effected by using the Elite Club banking services or e-Age Banking Account services are subject to these Terms and Conditions, the Master Terms and Conditions – Banking Services, the terms and conditions of the Banking Services & Accounts Application Form, the Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and all other terms and conditions of our Bank applicable from time to time. Such terms and conditions shall apply as if they were expressly extended to the Elite Club banking services or e-Age Banking Account services.

5. Subject to these Terms and Conditions and compliance with the necessary procedures, you may enroll for Elite Club banking services or e-Age Banking Account services if you satisfy the following requirements:
  - 5.1 You have satisfied the total liquid assets requirement and other requirements which are specified by us for Elite Club banking services and e-Age Banking Account services respectively, if any; and
  - 5.2 (for Elite Club banking services only) You are an individual and not a trust. Subject to our approval, a company, a partnership, a sole proprietorship, an association or a union can only enroll for certain Elite Club banking services but is not eligible to open an Elite Club Account.
6. A monthly fee shall be paid by all Elite Club banking services customers and e-Age Banking Account customers. We may adjust the Elite Club banking services fee and e-Age Banking Account services fee payable by Elite Club banking services customers and e-Age Banking Account services customers periodically.
7. Unless we notify you to the contrary, (for Elite Club banking services) if your average daily total liquid assets including all deposit balances, investment portfolio held with us (in the Elite Club Account (if applicable) or other accounts you have with us) and any other assets as from time to time determined by us shall in the previous three consecutive months or other period specified by us reach HKD800,000 or above (or such amount as we determine), the monthly fee payable by you for the following month shall be waived; and (for e-Age Banking Account services) if your average daily total liquid assets including all deposit balances, investment portfolio held with us (in the e-Age Banking Account (if applicable) or other accounts you have with us) and any other assets as from time to time determined by us shall in the previous three consecutive months or other period specified by us reach HKD100,000 or above (or such amount as we determine), the monthly fee payable by you for the following month shall be waived.
8. We may debit any fees and charges payable by you for the Elite Club banking services and e-Age Banking Account services from your designated account held with us.
9. If your total liquid assets fall below limits as determined by us from time to time and you fail to pay the fees and charges referred to in Clause 7 in this Schedule, or you have insufficient funds in the designated account to cover such fees and charges payable by you, then we may at our discretion, terminate or suspend any or all of the Elite Club banking services or e-Age Banking Account services and privileges which you are entitled to as an Elite Club banking services customer or e-Age Banking Account services customer. We will give you prior written notification of such termination or suspension.
10. As an Elite Club banking services customer, you will be issued (a) an Elite Club VIP Card, which shall be used for identification purposes only, or (b) if you choose to open an Elite Club Account, an Elite Club Account Debit Card. As an e-Age Banking Account services customer, you will be issued an e-Age Banking Account Debit Card. Our records shall, except for manifest error, be conclusive evidence as to whether you are an Elite Club banking services customer or e-Age Banking Account services customer.
11. An Elite Club VIP Card and an Elite Club Account Debit Card may only be used by the applicable Elite Club banking services customer and is not transferable. An e-Age Banking Account Debit Card may only be used by the applicable e-Age Banking Account services customer and is not transferable. All card(s) issued to you must be returned to us upon termination of the Elite Club banking services or e-Age Banking Account services.
12. We may (acting reasonably) at any time by notice to you, add new banking services to the Elite Club banking services or e-Age Banking Account services, or replace, suspend, vary or terminate any Elite Club banking services or e-Age Banking Account services as appropriate.
13. Subject to any applicable laws and regulations, unless caused by our negligence or wilful default, we shall not be liable for any loss, damage or expense suffered by you by virtue of any delay in acting on any instruction or any partial completion of or failure or inability to act on any of your instructions for whatever reason (including, without limitation, any failure or error of any computer or electronic system or equipment).

#### **Schedule 8: Elite Club Account and e-Age Banking Account**

1. An individual applicant may, subject to our discretion, apply to open and maintain an Elite Club Account and/or e-Age Banking Account with us. A customer who has opened an Elite Club Account and/or e-Age Banking Account will become an Elite Club Account services customer and/or e-Age Banking Account services customer automatically. As an Elite Club Account customer and/or e-Age Banking Account customer, you will be issued with an Elite Club Account Debit Card and/or e-Age Banking Account Debit Card.
2. You agree that each of the core banking services as listed in the Schedule of Elite Club Account Services and e-Age Banking Account Services below and any other banking services which we may from time to time include under an Elite Club Account (the "**Elite Club Account**") and e-Age Banking Account (the "**e-Age Banking Account**") are made available by us subject to our terms and conditions applicable from time to time to such service or account (including the relevant account mandates and customer user guides) and you agree to be bound by such terms and conditions.
3. You shall be deemed to have (a) closed all sub-accounts under your Elite Club Account or e-Age Banking Account and (b) terminated your entitlement to the Elite Club Account services or e-Age Banking Account services upon the termination of your Elite Club Account or e-Age Banking Account.
4. **Fund Sweeping Service**
- 4.1 You may utilize the Fund Sweeping Service to give instructions for the purchasing of currencies selected by you by transferring funds from an Elite Club Sub-account to another Elite Club Sub-account or from an e-Age Banking Sub-Account to another e-Age Banking Sub-Account or vice versa, when certain pre-set criteria with us are met.
- 4.2 The criteria that can be pre-set are:
  - (a) Exchange Rate Criteria  
Subject to our agreement, funds in a fixed or variable amount will be transferred at regular intervals if a target exchange rate set by you in respect of an approved currency matches that quoted by us.
  - (b) Balance Criteria  
Subject to our agreement, a fixed or variable amount may be transferred at regular intervals, provided that a minimum amount (the "**Minimum Balance**") is maintained in the account to be debited.  
You must meet the Minimum Balance to utilize this service.
  - (c) Frequency Criteria  
Funds may be transferred at regular intervals agreed by us.
- 4.3 We may prescribe or vary at our discretion from time to time (of which we shall notify you):
  - (a) the currencies available under the Fund Sweeping Service;
  - (b) the minimum and maximum transfer amounts of each currency;
  - (c) the timing and frequencies at which transfers may be made by you;
  - (d) the minimum or maximum number of transfer instructions which may be set up by you.
- 4.4 You may determine the maximum number of transfer instructions for the Exchange Rate Criteria and/or the Balance Criteria for a specific period. Once we have performed transfers up to the maximum number as instructed by you (a "**Standing Instruction**"), such Standing Instructions shall be deemed to be automatically terminated and thereafter we will only act on other transfer instructions from you.
- 4.5 Your instruction for any Fund Sweeping Service will not be effective until after we have processed such instruction. Such instruction shall constitute an application for transferring funds pursuant to these Terms and Conditions, any other applicable terms and conditions and all applicable laws and regulations. If there is any inconsistency, the provisions for particular services and/or account(s) will prevail over these general provisions.
- 4.6 The availability of this service will be determined by us from time to time and it may be suspended for market or other reasons at our discretion. The service may also not be available due to the volume of transactions or market or other conditions.
- 4.7 You shall ensure that sufficient funds are in the relevant accounts to allow your instructions to be processed (together with any fees, charges and interest, if applicable) and the related expenses to be paid in connection with your instructions under the Fund Sweeping Service.
- 4.8 Transfers will not be made if:
  - (a) there are insufficient funds in the relevant account to be debited; or
  - (b) there are any irregularities concerning the relevant account; or
  - (c) there are technical or other operation reasons for not making such transfers.
- 4.9 We will determine whether the amount of funds in an Elite Club Sub-Account or e-Age Banking Sub-Account as appropriate will be sufficient for the proposed transfer based on:
  - (a) the balance at the time of actual transfer on the execution date if the transfer involves exchange; or

- (b) the day-end balance one business day before the execution date if the transfer does not involve any exchange.
- 4.10 We shall at our absolute discretion, determine from time to time, the timing and frequencies to monitor the Exchange Rate Criteria against our prevailing buying rate or selling rate. We shall be under no obligation to monitor the Exchange Rate Criteria elected by you against the rates prevailing in the relevant foreign market on a real time basis nor to effect any currency transfer at such rates.
- 4.11 If any date of transfer falls on a non-business day, we shall perform your instructions on the next business day.
- 4.12 If on any date, the criteria elected by you have been fulfilled more than once, we will only be obliged (unless you instruct us otherwise) to transfer funds only once per day.
- 4.13 You shall be liable for any fees, charges, expenses and interest, if any, resulting from an instruction when there are insufficient fund in your account to cover the transfer instruction or for whatever reason other than our negligence or wilful default. We are hereby authorized by you to debit the fees, charges, expenses and interest, if applicable, from your designated account as well as any other amount representing actual or contingent liabilities incurred by us as a consequence of performing your instruction.

**5. Auto Pledged Overdraft Line (for Elite Club Account only)**

A credit line ("**Auto Pledged Overdraft Line**") is available under the Elite Club Account subject to such terms specified by us from time to time by notification and to these Terms and Conditions. You agree that:

- (a) we reserve the right to grant, cancel, review and/or revise the Auto Pledged Overdraft Line at any time in our absolute discretion;
- (b) the Auto Pledged Overdraft Line shall be made available under the Hong Kong Dollar Current Account under the Elite Club Account only;
- (c) the pre-defined limit of the Auto Pledged Overdraft Line shall be subject to variation from time to time at our discretion. You may choose to reduce such limit;
- (d) any of your assets held with us (as agreed between you and us) shall not be released whilst the Auto Pledged Overdraft Line is in debit balance;
- (e) interest on the Auto Pledged Overdraft Line shall accrue at the rate or rates determined and be subject to variation from time to time by us in our absolute discretion for Elite Club Account customers. We will as soon as practicable, notify you of such variation to the interest rate(s). We may debit any interest payable under the Auto Pledged Overdraft Line from the Elite Club Hong Kong Dollar Current Account (or such other account as agreed between you and us) at any time;
- (f) the consolidated statement on the Elite Club Account will detail the total amount outstanding on the Hong Kong Dollar Current Account on the statement date (the "**Outstanding Debit Balance**"). Payment of the Outstanding Debit Balance effected by cheque or other means will be accepted on and subject to these Terms and Conditions;
- (g) we reserve the overriding right to suspend the Auto Pledged Overdraft Line or to demand immediate repayment of the Auto Pledged Overdraft Line outstanding together with interest accrued and fees and other amounts payable in respect of the Auto Pledged Overdraft Line outstanding at any time in our absolute discretion;
- (h) you will notify us in writing of any change of address and employment.

**6. Miscellaneous**

- 6.1 A monthly consolidated statement shall be provided to you in respect of the various sub-accounts under the Elite Club Account or e-Age Banking Account.
- 6.2 We may debit any fees and charges payable by an Elite Club Account customer and e-Age Banking Account customer from any sub accounts of the Elite Club Account or e-Age Banking Account.
- 6.3 Subject to any applicable laws and regulations, unless caused by our negligence or wilful default, we shall not be liable for any loss, damage or expense suffered by you by virtue of any delay in acting on any instruction or any partial completion of or failure or inability to act on any of your instruction for whatever reason (including, without limitation, any failure or error of any computer or electronic system or equipment).
- 6.4 If the Elite Club Account customer or e-Age Banking Account customer has insufficient funds in your account or insufficient credit with us to cover fees and charges payable by you, we may terminate or suspend all privileges which you are entitled as an Elite Club Account customer or e-Age Banking Account customer.
- 6.5 All debit cards and cheque books must be returned to us upon termination of the Elite Club Account or e-Age Banking Account by you or us.
- 6.6 All privileges and benefits offered by us and any of our designated merchants to you and your subscribed services will cease automatically upon termination of the Elite Club Account or e-Age Banking Account.

**Schedule of Elite Club Account Services**

1. HKD Statement Savings Account ("**Elite Club Hong Kong Dollar Savings Account**")
2. HKD Current Account ("**Elite Club Hong Kong Dollar Current Account**")
3. Multi-currency Statement Savings Account
4. Time Deposit Account ("**Elite Club Time Deposit Account**")
5. USD Current Account
6. RMB Current Account (only available for holders of a Hong Kong Identity Card)
7. RMB Savings Account (only available for holders of a Hong Kong Identity Card)
8. ATM services
9. Electronic services

Unless we notify you otherwise, accounts referred to in items 1 to 7 above are collectively referred to as the "**Elite Club Sub-Accounts**" and each an "**Elite Club Sub-Account**", accounts referred to in items 1, 3 and 7 above are collectively referred to as the "**Elite Club Savings Accounts**" and each an "**Elite Club Savings Account**" and the accounts referred to in items 2, 5 and 6 above are collectively referred to as the "**Elite Club Current Accounts**" and each an "**Elite Club Current Account**".

**Schedule of e-Age Banking Services**

1. HKD Statement Savings Account ("**e-Age Banking Hong Kong Dollar Savings Account**")
2. HKD Current Account ("**e-Age Banking Hong Kong Dollar Current Account**")
3. Multi-currency Statement Savings Account
4. Time Deposit Account ("**e-Age Banking Time Deposit Account**")
5. USD Current Account
6. RMB Current Account (only available for holders of a Hong Kong Identity Card)
7. RMB Savings Account (only available for holders of a Hong Kong Identity Card)
8. ATM services
9. Electronic services

Unless we notify you otherwise, accounts referred to in items 1 to 7 above are collectively referred to as the "**e-Age Banking Sub-Accounts**" and each an "**e-Age Banking Sub-Account**", accounts referred to in items 1, 3 and 7 above are collectively referred to as the "**e-Age Banking Savings Accounts**" and each an "**e-Age Banking Savings Account**" and the accounts referred to in items 2, 5 and 6 above are collectively referred to as the "**e-Age Banking Current Accounts**" and each an "**e-Age Banking Current Account**".

**Schedule 9: ICBC(Asia) Messaging**

**1. Definitions**

"Communications Service" means a telecommunications, connections, network or other service used by you to receive ICBC(Asia) messaging.  
"e-address" means a mobile telephone number, an email address or any other destination to which to send an ICBC(Asia) messaging to you.

"ICBC(Asia) messaging" means an electronic message, including in the form of a SMS or short text message, an email or another form of electronic message, as we may determine from time to time, to be used for the purposes of this Service.

"Equipment" means a mobile telephone, a computer of any type, a personal digital assistant or any device, media or equipment capable of and used to receive an ICBC(Asia) messaging.

"Service Provider" means a provider of Communications Service.

## **2. Scope of this Service**

2.1 This Service consists of the despatch of ICBC(Asia) messaging to your e-address. Part of this Service may consist of notifications in relation to the operation of your account(s) with us, which you may, in the manner determined by us, select to use from time to time.

2.2 By subscribing for this Service, you will also agree to receive ICBC(Asia) messaging which promote our products or services, or those of a third party selected by us. You may notify us by an appropriate means if you do not wish to receive promotional ICBC(Asia) messaging.

2.3 We may from time to time set, vary, modify, expand or reduce any conditions, operations, requirements, availability, scope or features of this Service or any aspects thereof, or impose any restrictions, or suspend, withdraw or cancel this Service or any part of it, without notice and without liability.

2.4 This Service is not intended for use by persons located or resident in a place where the despatch of ICBC(Asia) messaging may be restricted or prohibited by law. You will observe any applicable restrictions and conditions in using this Service.

2.5 ICBC(Asia) messaging should not be regarded as an offer, solicitation or recommendation to buy, subscribe for or sell any product or service (including investment, deposit, insurance and loan).

2.6 Any ICBC(Asia) messaging is for your reference only. It is not evidence of any transaction to which it relates. You should verify the information in each ICBC(Asia) messaging before relying or acting on it.

## **3. Use of this Service**

3.1 By subscribing to this Service, you confirm that you have and will, at your own cost, maintain appropriate Equipment and Communications Service (including sufficient capacity) to, and agree to, receive ICBC(Asia) messaging at all times.

3.2 We may specify the type or capacity of Equipment and Communications Service which may be used for the purposes of this Service.

3.3 For the purposes of this Service, you will register one or, if we request, more e-addresses with us. ICBC(Asia) messaging may be sent to your registered e-address, until we have received your effective notification of change. You will notify us without delay, if there is any change to any of your registered e-addresses, if your Equipment is lost or stolen, or if your Communications Service is changed, suspended or disconnected.

3.4 We will send you a welcome letter to your registered correspondence address and e-address to confirm your registration for this Service. You must contact your branch if you do not receive this letter.

3.5 All ICBC(Asia) messaging sent to your e-address registered with us will be deemed to be delivered to you at the time when the ICBC(Asia) messaging was sent by us. If in our opinion ICBC(Asia) messaging sent to your e-address registered with us might not reach you, we may at our discretion stop sending further ICBC(Asia) messaging to you.

3.6 An ICBC(Asia) messaging will only be sent once unless we determine otherwise. If you delete an ICBC(Asia) messaging, it will not be sent again. If for any reason, you do not receive an ICBC(Asia) messaging, we will not be responsible to re-send it to you.

3.7 All ICBC(Asia) messaging are one-way communications and you should not reply to them. If you are requested to reply to us, you should send your reply to our designated e-address.

3.8 If you do not suspend this Service when you are outside Hong Kong, ICBC(Asia) messaging will continue to be sent to you, and all related fees, charges and expenses will be borne by you (including those of your Service Provider).

## **4. Security**

4.1 You will safeguard your Equipment and take all reasonable precautions to prevent unauthorised persons accessing ICBC(Asia) messaging.

4.2 You should never respond to a request purportedly from us to provide your personal, account or security details such as a password. Any such purported request or other irregularity must be reported to us immediately.

## **5. Limit of liability**

5.1 You acknowledge that there are risks associated with sending of ICBC(Asia) messaging over open or third party networks or services, including the risks of ICBC(Asia) messaging being read, intercepted, altered, corrupted or misused by unauthorised persons, and malfunctioning, inadequacy, suspension or failure of software, equipment, system, network or service, and agree to accept all risks in connection with this Service.

5.2 We will not be responsible for any act or omission of your Service Provider, or for any fee, charge or other amount charged by them in connection with your use of this Service.

5.3 We will not be responsible for any loss or damage to your data, software, Equipment or other property resulting from your use of this Service unless such loss or damage is directly and solely caused by our negligence or wilful misconduct.

5.4 This Service is an additional service provided by us and if it is not available at any time for any reason, you will have no claim against us and will use other means to obtain the information which would otherwise be provided through this Service.

## **6. Charges**

6.1 Certain type(s) of ICBC(Asia) messaging ("Chargeable e-messages") will be provided subject to a charge at a rate determined by us from time to time. We may levy new charges and change any charge from time to time by not less than 30 days' notice to you. The current list of our charges is available on request. Please check regularly for any new charges and changes.

6.2 You will nominate an account of yours to pay the charges and authorise us to debit the charges on a monthly basis from the account. You will ensure that there will be sufficient funds/credit in your account to cover all accrued charges.

6.3 All Chargeable e-messages sent to you will be charged whether or not you receive them, unless caused by our negligence or wilful misconduct.

6.4 Each Chargeable e-message will be charged. If the same e-message is received twice, this will count as two e-messages for the purpose of charging.

6.5 You are advised to enquire with your Service Provider whether any fee, charge or other amount will be charged for receiving ICBC(Asia) messaging. You are solely responsible for all such charges.

## **7. Suspension and termination**

7.1 We may without notice suspend or terminate your use of this Service if you have not performed or observed any of these Terms and Conditions including failure to pay for any charges.

7.2 We may without notice and without liability suspend or terminate your use of this Service by reason of any breakdown, maintenance, modification or enhancement to any of our or our service provider's facilities in connection with this Service.

## **Schedule 10: Foreign Law Requirements**

### **1. Interpretation**

#### **1.1 Definitions**

Terms defined in the Industrial and Commercial Bank of China (Asia) Limited Master Terms and Conditions - Banking Services (the "Terms and Conditions") have the same meaning in this Schedule, unless otherwise defined.

In this Schedule:

"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 us 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 Requirements" means any obligation imposed on us pursuant to any future or present:

- (a) foreign laws (including foreign laws in respect of which we consider ourselves bound and including laws and regulations of the PRC);
- (b) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- (c) agreements entered into between us and a foreign government (including the government of the PRC) 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 us 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 PRC.

**"IRS"** means the U.S. Internal Revenue Service.

**"PRC"** means the People's Republic of China (excluding Hong Kong, Macau, and Taiwan).

**"Relevant Information"** means any information, document or certification given by or relating to you, any Ultimate Owner, any account with us or any transaction and shall include where the context permits identity information and personal data.

**"Ultimate owner"** means any ultimate beneficial owner of any account with us, the person ultimately responsible for giving of instructions of any transaction, any person who act on your behalf in receiving payment or any other person identified by us in its sole and absolute discretion as being connected with you.

**"U.S."** means the United States of America.

## 1.2 **Conflict between terms**

In case of any conflict or inconsistency between the English and the Chinese versions of this Schedule, the English version shall prevail.

## 1.3 **Interaction with the Terms and Conditions**

This Schedule in no way seeks to limit any of our rights under the Terms and Conditions and should be interpreted accordingly.

## 2. **UNDERTAKING TO PROVIDE INFORMATION**

2.1 You agree that we may disclose Relevant Information to any person or Government Authority, whether or not established under Hong Kong law, as required under any Foreign Law Requirements as determined by us.

2.2 You undertake to provide us information, documents and certifications as reasonably required by us in order to meet our obligations under any Foreign Law Requirements. You acknowledge and agree that this may include information, documents or certifications in connection with you (or any of you), your authorized representatives, or the Ultimate Owner.

2.3 You will, from time to time, supply us with identity information and personal data in connection with the establishment or continuation of any account with us or provision of services. Failure to supply Relevant Information may result in us being unable to effect a transaction or operate or maintain any account with us. It may also result us having to withhold or deduct amounts as required under Foreign Law Requirements.

2.4 You must promptly notify us in writing of any change in any Relevant Information within 30 days.

## 3. **INDEMNITY**

Without limiting any other indemnity provided by you, you will indemnify us and our directors and employees against any liability, reasonable loss or expense (including tax or levy) arising from your instructions, your account or the provision of a service to you, including as a result of any failure by you to comply with the Terms and Conditions, including this Schedule, you or other agent of yours providing misleading or false information in respect of yourself or any other person or matter in connection with the Terms and Conditions, unless we are negligent or guilty of wilful misconduct.

## 4. **CONSENT TO DEDUCT, WITHHOLD AND BLOCK**

4.1 You acknowledge and agree that notwithstanding any other provisions of the Terms and Conditions:

- (i) any payments by us under the 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 us; and
- (iii) we are not liable for any gross up, loss or damage suffered as a result of the exercising of our rights under this Clause 4.1.

4.2 You acknowledge and agree that any transaction, payment or instruction under the Terms and Conditions may be delayed, blocked, transferred or terminated as required for us to meet its obligations including those under any Foreign Law Requirements as determined by us.

## 5. **TERMINATION**

Our right to close your account under the Terms and Conditions, includes a right to immediately close the account if you fail to comply with any requirement of this Schedule in respect of a Foreign Law Requirements, including failing to provide information, documents and supporting materials as required by us or closure is otherwise necessary or convenient for compliance with a Foreign Law Requirements.

## **Schedule 11: e-Cheques Deposit Services provisions**

### 1. **Applicability and interpretation**

1.1 The provisions in this Schedule apply to our services relating to e-Cheques. The provisions of the Master Terms and Conditions – Banking Services (**"Existing Terms"**) which apply to paper cheques or generally to our services continue to apply to e-Cheques and our e-Cheques Deposit Services to the extent that they are relevant and not inconsistent with the provisions in this Schedule. The provisions of this Schedule prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the e-Cheques Deposit Services.

### 1.2 **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 us from time to time for presentment of e-Cheques for deposit.

**"e-Cheque"** means a cheque (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 us 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 presentment 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 and/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 us 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.

**"you"** means each customer to whom we provide e-Cheques Deposit Services.

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

2.1 We may provide e-Cheques Deposit Services at our discretion. If we provide e-Cheques Deposit Services to you, you may deposit e-Cheques. In order to use the e-Cheques Deposit Services, you have to provide such information and documents and accept such terms and conditions which may be required or prescribed by us and the Clearing House respectively from time to time. You may also be required to sign forms and documents prescribed by us from time to time.

- 2.2 The e-Cheques Deposit Services allow you and other persons to present e-Cheques (whether payable to you and/or any other holder of the Payee Bank Account) for deposit with us (as Payee Bank), using the e-Cheque Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 3 in this Schedule.
- 2.3 We may provide e-Cheques Deposit Services relating to e-Cheques that are issued in any currency specified by us from time to time, including Hong Kong dollars, US dollars or Renminbi.
- 2.4 The e-Cheques Deposit Services can only be used with savings accounts and current accounts, as determined by us. We may specify or vary from time to time the accounts which the e-Cheques Deposit Services can be used with.
- 2.5 We have 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):
- (a) the service hours of the e-Cheques Deposit Services (including cut-off times for presenting e-Cheques); and
  - (b) any fees and charges payable by you for the e-Cheques Deposit Services.

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

- 3.1 The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the e-Cheque Drop Box Service provided by the Clearing House or using our Deposit Channels.
- 3.2 **e-Cheque Drop Box Service**
- (a) The e-Cheque Drop Box Service is provided by the Clearing House. You are bound by the e-Cheque Drop Box Terms in relation to your use of the e-Cheque Drop Box Service. You are solely responsible for performing your obligations under the e-Cheque Drop Box Terms.
  - (b) In order to use the e-Cheque Drop Box Service, you are 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. You are allowed by the e-Cheque Drop Box Terms to register an e-Cheque Drop Box Account with a Payee Bank Account that is your same-name account or an account other than your same-name account. You are responsible for the presentment of all e-Cheques by you or any other person using your e-Cheque Drop Box Account (including presentment of any e-Cheques to a Payee Bank Account other than your same-name account).
  - (c) 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. We may (but have no obligation to) provide reasonable assistance to you. In particular, we do not have the electronic record or image of any e-Cheque deposited using the e-Cheque Drop Box Service. On your request, we may (but have no obligation to) provide the date, e-Cheque amount, e-Cheque number, payee name and any other information agreed by us relating to an e-Cheque deposited using your e-Cheque Drop Box Account.
  - (d) We give 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, you bear the responsibilities and risks relating to the use of the e-Cheque Drop Box Service. We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the e-Cheque Drop Box Service.
- 3.3 **Our Deposit Channel(s)**
- (a) The Deposit Channel will be our internet banking service (as amended from time to time). We may specify or vary from time to time (i) the available Deposit Channel(s) without notice; and (ii) the terms governing the use of any Deposit Channel.
  - (b) You are bound by the terms governing the use of the relevant Deposit Channel(s) in relation to your use of the e-Cheques Deposit Services and you are solely responsible for performing your obligations under such terms.
  - (c) To use the relevant Deposit Channel(s), you may be required to provide us with such information and documents, to sign such forms and documents, and to accept such terms and conditions which may be required or prescribed by us from time to time.

### **4. Handling of e-Cheques**

- 4.1 You understand that we 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 you. Accordingly, we are entitled to collect any e-Cheque payable to you 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 cheques.

### **5. Restriction of our liability**

- 5.1 Without reducing the effect of the provisions of the Existing Terms:
- (a) we are not liable for loss, damage or expense of any kind which you 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 you or any other person using the Deposit Channels provided by us to you, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
  - (b) in particular and for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
    - (i) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
    - (ii) your failure to comply with your obligations relating to the e-Cheques Deposit Services;
    - (iii) presentment of any e-Cheque payable to you in accordance with the Industry Rules and Procedures despite the provisions of the Bills of Exchange Ordinance; and
    - (iv) 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 our reasonable control; and
  - (c) in no event will we be liable to you or any other person for any loss of profit or any special, indirect, consequential or punitive loss or damages.

### **6. Your confirmation and indemnity**

- 6.1 You accept the restriction of liabilities and disclaimers imposed by us and the Clearing House in relation to the e-Cheques Deposit Services and the services provided by the Clearing House respectively. You accept and agree to bear the risks and the liabilities for depositing e-Cheques.
- 6.2 Without reducing the effect of any indemnity given by you under the Existing Terms or any other rights or remedies that we may have, you will indemnify us and our 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 us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the e-Cheques Deposit Services or your use of the e-Cheques Deposit Services.
- 6.3 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 our negligence or wilful default or that of our officers, employees or agents.
- 6.4 The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.