General Terms and Conditions
for
Private Banking Bank Accounts Services
《私人銀行賬戶服務的一般條款與細則》

Part A General Provisions
A 部份 一般條文

This Part shall apply to all accounts opened and maintained with, and all services provided by, the Bank.
本部份適用於所有於本行開立及維持的賬戶及提供的服務。

1. Interpretation
   釋義

1.1 The following words and expressions shall have the corresponding meanings wherever appropriate, unless the context otherwise requires:
除非文意另有所指，否則以下文字及詞語將具有下述的相應含意:

"**Account Opening Documentation**" means the Private Banking Account Opening Form of the Bank;
「**開戶文件**」指本行的私人銀行賬戶開戶申請書;

"**Affiliates** " means in relation to the Bank: (a) any entity controlled, directly or indirectly, by the Bank; (b) any entity that directly or indirectly controls the Bank; or (c) any entity directly or indirectly under common control with the Bank. "Control" of any entity means beneficial ownership directly or indirectly, of more than 50% of the issued ordinary or common share capital (or the like) of the entity; or any of such entity shall be treated as being controlled by another if that other entity is able to direct the affairs and/or to control the composition of the board of directors or equivalent body of the first mentioned entity;
「**聯屬公司**」就本行而言，指(a)本行直接或間接控制的任何實體；(b)直接或間接控制本行的任何實體；或(c)與本行直接或間接受同一方控制的任何實體。「控制」任何實體或人士指直接或間接實益擁有該實體或人士的 50%以上已發行普通股本（或類似股本），或任何該實體須被視為受另一實體所控制, 如該實體能管理首先被提到的實體的事務及/或能控制其董事會及等同機關的組成;

"**Agreement**" means the Account Opening Documentation, these Terms and Conditions and all other agreements or documents signed and/or accepted by the Customer or specified by the Bank from time to time, which together constitute the agreement between the Bank and the Customer;
「**協議**」指開戶文件、本條款及細則及客戶不時簽署及 / 或接受或本行不時指明的所有其他協議或文件，並一併構成本行與客戶之間的協議;

"**Applicable Laws**" means all laws, rules, regulations, guidelines, directives, circulars, codes of conduct and disclosure requirements (whether or not having the force of law, but, if not having the force of law, being a type with which any person to which it applies is accustomed to comply) of any relevant jurisdiction, market or regulatory Authority which are applicable to the transactions contemplated hereunder from time to time.
「**適用法律**」指不時適用於此等條款與細則項下擬議的交易之任何相關法域、市場或監管機構之所有法律、規定、規則、指引、指令、通函、守則及披露要求(不論是否具有法律效力，但如果不具有法律效力，則是任何其適用的人士習慣遵守的一類)。

"**Application**" means, with respect to your application for an account or a service, the Account Opening Documentation signed and submitted by you together with all related forms and consents signed by you;

「**申請**」指就閣下申請的賬戶或服務而言, 經閣下簽署及提交至本行的開戶文件，以及所有由閣下簽署與該項申請相關的表格及同意書；

"**Authorized Person**" means any person authorized by you, (either individually or jointly) and approved by us to operate your account(s) and to act for and on your behalf in giving instructions, to perform any other acts under our agreement;
「**獲授權人士**」指獲閣下授權(單獨或共同地)且經本行批准操作閣下的賬戶、並得到本行同意為及代表閣下發出指示及採取任何其他行動之任何人士；

"**Business Day**" means a day (except Saturdays, Sundays and public holidays) on which a bank is open for business in Hong Kong, and, if applicable, in the main financial centre for the currency of the relevant services;
「**營業日**」指在香港及(如適用)相關服務涉及之貨幣的金融中心的銀行開放營業的日子(不包括星期六，星期日以及公眾假期)；

the"**CZ Group**" means China Zheshang Bank Co., Ltd. and its branches, holding company, representative offices, subsidiaries and affiliates (including branches or offices of such subsidiary or affiliate).
「**中國浙商集團**」指浙商銀行股份有限公司及其分行、分支機構、控股公司、代表辦事處、附屬公司及聯屬公司（包括该等附屬公司或聯屬公司的分行或辦事處）。

"**Data Policy Notice**" means the Data Policy Notice set out in Appendix (1) hereto;
「**資料政策通告**」指載列於此等條款與細則附錄一的《資料政策通告》;

"**Event of Default**" shall have the meaning ascribed thereto in Clause 12.2
「**違約事件**」須具有於第 12.2 條所給予意義。

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
「**香港**」指中華人民共和國香港特別行政區；

"**person**" includes any individual, partnership, corporation and association;
「**人士**」包括任何個人、合夥商號、法團及社團；

"**PRC**" means the People's Republic of China and excludes, for the purpose of these Terms and Conditions, Hong Kong, Macau Special Administrative Region and Taiwan;
「**中國**」指中華人民共和國，但基於此等條款與細則之用途, 不包括香港、澳門特別行政區和臺灣;

"**Renminbi**" or "**RMB** " means the lawful currency for the time being of the PRC;
「**人民幣**」或「**RMB**」指中國現行法定貨幣；

"**Services**" means any products, services and facilities from time to time offered by the Bank;
「**服務**」指本行不時提供的任何產品、服務及融資便利；

"**signature**" includes a chop / seal used as and in place of a signature;
「**簽名**」包括用作及代替簽字的印章 / 圖章；

"**Signing Arrangement**" means the signing arrangement of the person(s) with authority to open, operate, maintain and close bank account and/or use or terminate the Services subject to change from time to time and accepted by the Bank;
「**簽署安排**」指本行接納及不時修訂的有權開立、操作、維持及結清銀行賬戶及/或使用或

終止服務的人士的簽署安排;

"**Termination Event**" shall have the meaning ascribed thereto in Clause 12.1;
「**終止事件**」須具有於第 12.1 條所給予意義;

these "**Terms and Conditions**" means the General Terms and Conditions for Private Banking Bank Accounts Services, including any parts hereof, as may be amended or modified from time to time;
「**此等條款與細則**」指可能被不時修訂或修改的《私人銀行賬戶服務的一般條款與細則》，包括本文件的任何部份;

"**Total Liabilities and Obligations**" means all obligations and liabilities (including all interest, charges, commissions etc) now or at any time hereafter due, owing or incurred by you to us, anywhere, whether on your account, in respect of the Services, any Transactions or otherwise in whatsoever manner and actual or contingent, present or future, in whatever currency, whether solely or jointly, in whatsoever name, style or form and whether as principal debtor or as surety;
「**總負債及義務**」指閣下現時或日後在任何地點因閣下本人賬戶、服務、任何交易或其他任何方式，對本行所欠付、應付或產生的所有義務及負債(包括所有利息、費用、佣金等)，無論是實際或或有的、現時或將來的、以任何幣種計算、單獨或共同承擔、以任何名稱、形式或身份、作為主要債務人或擔保人;

"**Transactions** " means any transactions as the Bank may from time to time permit the Customer to carry out pursuant to or in connection with any Accounts and / or Services;
「**交易**」指本行不時准許客戶依據或關乎任何賬戶及 / 或服務所進行的任何交易；

"**We**", "**Bank**" and all references to us mean China Zheshang Bank Co., Ltd., Hong Kong Branch, including our successors in title and assigns;
「我們」、「本行」及所有對本行相關的提述指浙商銀行股份有限公司香港分行，並包括本行的所有權繼承人及承讓人；

"**You**" and/or the "**Customer**" means the person named as the "applicant" in the application. If there is more than one person, "you " or the "Customer" means each person individually as well as every 2 or more of them jointly, and it also refers to an Authorized Person, where applicable。
「**閣下**」及/或「**客戶**」指於申請中被列名為「申請人」的人士。如多於一人，「閣下」或「客戶」指每一人士個別地及所有該等人士共同地，同時指一獲授權人士(如適用)。

1.2 Words importing the singular include the plural and vice versa, and words importing a gender include every gender.
含有單數意思的字詞包括複數，反之亦然，而單一性別之字詞亦包含所有性別。

1.3 The clause headings in these Terms and Conditions are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions and have no legal effect.
在此等條款與細則中條款的標題僅為方便而加添，不影響此等條款與細則的解釋或詮釋，亦沒有法律效力。

1.4 References in these Terms and Conditions to clauses and sub-clauses are, except where the context otherwise requires, to be construed respectively as references to clauses and sub-clauses to these Terms and Conditions. However, the words "herein", "hereof" and "hereunder" and other words of similar import refer to these Terms and Conditions as a whole and not to any particular clause or other subdivision of these Terms and Conditions.
除非另有說明，於此等條款與細則對條款及分條款的援引應被解釋為對此等條款與細則內的條款及分條款的援引。但是，「於此」、「在此」、「在此項下」的詞語及其他具有類似含義的詞語，是指此等條款與細則的整體，而不是此等條款與細則的任何特定條款或其他分部份。

1.5 References in these Terms and Conditions to any party hereto shall be deemed to be references to or to include their respective successors, personal representatives and permitted assigns.
於此等條款與細則對任何一方當事人的援引應被解釋為對及包括其繼承人、遺產代表人及許可受讓人的援引。

1.6 Reference in these Terms and Conditions to any ordinance shall be deemed to include references to such ordinance as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
於此等條款與細則對任何條例的援引應被解釋為對及包括不時修改、延展、重訂的該法例及其規則及規例的援引。

1.7 References in these Terms and Conditions to "these Terms and Conditions" or any other documents shall, except otherwise expressly provided, include references to these Terms and Conditions or such other documents as amended, extended, novated, replaced and/or supplemented in any manner from time to time and/or any document which amends, extends, novates, replaces and/or supplements these Terms and Conditions or any such other documents.
於此等條款與細則中對「此等條款與細則」或其他文件的援引，除非另有規定，應被解釋為對及包括此等條款與細則或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就此等條款與細則及/或其他文件不時進行修訂、延展、代替、取代及/或補充的文件的援引。

1.8 The terms "shall", "will" and "agree" are mandatory, and the term "may" is permissive.
「應」、「須」及「同意」的詞語是強制性的，「可」的詞語是容許性的。

1.9 "amendment" includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and "amended" will be construed accordingly.
「修訂」的名詞包括一項補充、約務更替、延期(不論到期日或其他情況)、重述、重訂或替代(不論是基本的及不論是否更嚴苛的)及「修訂」的動詞應作如是解釋。

1.10 "assets" include present and future properties, revenues and rights of every description.
「資產」包括現在及將來的財產、收入及權利的每種描述。

1.11 A "day" shall mean a calendar day unless utilized in the defined term Business Day.
除非在定義詞語的營業日使用，否則「日期」是指日曆日。

1.12 A "guarantee" includes reference to any indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay an indebtedness, and "to guarantee" (and all conjugations thereof) and "guaranteed" shall be construed accordingly.
一項「擔保」包括對財務損失的任何彌償或其他保証，包括因任何人士未能支付債務而引起購買資產或服務的義務，及「提供擔保」（以及所有詞形變化）及「被擔保」應予以相應解釋。

1.13 The words "include" and "including" are to be construed without limitation.
「包括」應被解釋為「不限於」。

1.14 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.
「債務」包括任何付款或還款責任(無論作為主債務人或擔保人而招致的)，不論是現在或將來的、實際或或然的。

1.15 The word "or" is not exclusive.
「或」此一字詞沒有排他性。

1.16 "repay" (or any derivative form thereof) shall, subject to any contrary indication, be construed to include "prepay" (or, as the case may be, the corresponding derivative form thereof).
「償還」(或其任何的衍生方式) 應，受限於任何相反的指示，予解釋為包括「 提前還款」(或，視情況而定，其相應的衍生字詞)

1.17 "rights" includes rights, authorities, discretions, remedies, liberties, and powers (in each case, of any nature whatsoever).
「權利」包括（在每種情況下為任何性質的）權利、授權、酌情權、濟助、自主權、及權力。

1.18 Unless a contrary indication appears, any obligation of the Customer under the Agreement which is not a payment obligation remains in force for so long as any payment obligation of the Customer is, may be or is capable of becoming outstanding under the Agreement.
除非顯示一項相反的指示，如客戶於協議項下的支付義務仍未償還或可能成為應付未付，客戶於協議項下的付款義務以外的任何義務將繼續維持有效。

1.19 Where the Agreement specifies an amount in a given currency (the "specified currency") "or its equivalent", the "equivalent" is a reference to the amount of any other currency which, when converted into the specified currency utilizing the Bank's spot rate of exchange for the purchase of the specified currency with that other currency at or about 11:00 a.m. on the relevant date, is equal to the relevant amount in the specified currency.
如果協議指明某種貨幣(「指明貨幣」)的款項「或其等值款項」，則「等值款項」是指以本行的即市貨幣兌換率於或大約於相關日期上午 11 時把任何其他貨幣購買指明貨幣時，等於以指明貨幣計值的相關款項的，以任何其他貨幣計值的款項。

1.20 Any payment date which is due to occur, or period which is due to end on a day that is not a Business Day shall occur or end (as applicable) on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
任何到期發生的支付日期、到期完結的期間的日期為非營業日，則該支付日期或完結日期應於同一日曆月(如有)的下一個營業日或(如沒有)前一個營業日發生或結束(如適用)。

1.21 These Terms and Conditions are drafted in simple language and are to be interpreted fairly and liberally. Headings are inserted for ease of reference only and do not affect the interpretation of any provision.
此等條款與細則以淺白文字草擬，詮釋務須公正及公允。此等條款所設之標題只供方便參考，不應對任何條文之詮釋產生任何影響。

2. <u>Application for an Account or a Service</u>
<u>申請開立賬戶或服務</u>

2.1 You are required to complete and sign our Account Opening Documentation and, if requested, provide satisfactory references. You agree to provide us with satisfactory identification proof, registration, occupation and other documents as required by us. We may refuse your application without giving any reason.
閣下須填妥並簽署本行的開戶文件，以及(如被要求)提供令本行滿意的參考證明。閣下同意向本行提供符合本行要求的身份證明、註冊證明、職業證明及我們要求的其他文件。本行可能拒絕接受閣下的申請而不提供任何理由。

2.2 You confirm that all information given to us at any time is, to your best knowledge and belief, true and accurate. You will promptly notify us in writing of any change of your information or any other

details relating to you or your accounts provided to us.
閣下確認就閣下所知及所信，在任何時間向本行提供的資料為真實及準確。任何閣下的資料或與閣下／閣下向本行提供的賬戶有關的其他細節如有更改，閣下將以書面形式立即通知本行。

2.3 You may be requested to place a minimum deposit on opening your account(s), if applicable.
閣下在開立賬戶時或被要求存入最低存款金額(若適用)。

2.4 You may be required, at the time of the application for a Service, to pre-register with us your account(s) which may have access to such Service and/or the account(s) (yours or a third party's) to which funds or other asset may be transferred.
閣下在申請本行服務時，或需向本行預先登記可能使用有關服務的賬戶，及／或用作轉移賬款或其他資產的閣下或第三方的賬戶。

3. <u>Instructions</u>
<u>指示</u>

3.1 You or any Authorized Person shall give instructions to us in writing. We may, at our discretion and without liability, act on your oral instruction, which may be recorded by us. All recordings made as mentioned above, shall be deemed to be conclusive evidence and binding on you.
閣下或任何獲授權人士應以書面形式向本行作出指示。本行可酌情但無責任按閣下的口頭指示(本行可能將其錄音)行事。所有前述的錄音應視為口頭指示的確鑿證據並對閣下具約束力。

3.2 We need not act on a written instruction unless it is signed in accordance with your mandate and specimen signature(s) with us. A change in your mandate or specimen signature is only effective after we have received actual notice of the change in form and substance to our satisfaction. Unless otherwise instructed by you, we are authorized to honour any instruction dated prior to a change in such mandate or specimen signature taking effect.
除非書面指示是按照閣下給予本行的委託書及簽署式樣簽署，否則本行無須按該指示行事。閣下對委託書或簽署式樣的更改只在本行收到以本行認為可信納的格式與內容作出的更改實際通知後方可生效。除非閣下另有指示，本行獲授權執行任何日期早於更改委託書或簽署式樣生效日期的指示。

3.3 We need not act on any instruction if it is not, in our opinion, practicable or reasonable to do so. We may decline to act on your instructions without giving any reason and without any liability. 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, closing of trading) will lapse, unless otherwise agreed.
本行不需按本行認為不可行或不合理的指示行事。本行可以拒絕按閣下的指示行事而不須提供任何原因及不承擔任何法律責任。如指示未能完全執行，則可能會執行部分指示。除另有協議外，指示或其部分若未能在當日營業時間結束前(或(如較早)交易結束前)獲得執行，指示將告失效。

3.4 An instruction once given and accepted cannot be altered or cancelled, except in respect of a Transaction which has not yet been effected. We may regard your instruction which duplicates another instruction as a separate instruction, unless we have actual knowledge that it is a duplicate.
當指示一經作出並獲接納，則不得更改或取消，尚未執行交易的指示除外。本行可將閣下作出的與另一指示相重複的指示，視為另一獨立的指示，除非本行實際已知其為重複的指示。

3.5 If an instruction is received outside our business hours for relevant Transactions, your account may be debited or withdrawn on the same day, but the instruction may not be processed until next business day.
假如指示是在閣下就相關交易的營業時間以外接獲，閣下的賬戶可能在同一日被扣除款項或提取款項，但該指示可能直至本行下一個營業日方可處理。

3.6 We may act upon any instruction which we believe in good faith to be given by you or an Authorized Person, without inquiry as to the identity or authority of the person giving or purporting to give such instruction or the authenticity thereof and notwithstanding that such instruction may conflict with other instruction(s) given by you or the Authorized Person to us, or any error, misunderstanding, error in transmission, fraud, forgery, lack of authority or lack of clarity in the terms of such instruction.
本行可按本行本於真誠認為由閣下或獲授權人士發出的任何指示行事，且不會查詢發出或聲稱發出該等指示人士之身份或權限，或其真確性，儘管該等指示可能與閣下或獲授權人士向本行所發出的其他指示相抵觸，或該等指示出現任何錯誤、誤解、在傳送中出錯、屬於欺詐、偽造、無授權或不明確。

3.7 With respect to your accounts, you may change your authorized signatories or Signing Arrangement after giving us such notice and complying with such requirements and/or procedures as we prescribe from time to time. Changing the authorized signatories and/or Signing Arrangement of one of your accounts will not affect those of the other accounts.
閣下可以在給予本行有關通知及遵守本行不時規定的要求及／或程序後更改閣下所持賬戶的被授權簽字人士或簽署安排。閣下更改多個賬戶中任何一個賬戶的被授權簽字人士及簽署安排，將不會影響其餘賬戶的被授權簽字人士及簽署安排。

3.8 We may, at our sole discretion, accept a chop/seal as your specimen signature. If a chop/seal is used as signature by you, you will bear the risk of the chop/seal being used by any unauthorized person or for unauthorized purposes. Unless due to our negligence or willful default or that of our agents, officers or employees, we will not be liable for any loss or damage resulting from or in connection with a chop/seal being used by any unauthorized person or for unauthorized purposes. We shall not be under any obligation to enquire into the genuineness of the impression of a chop/seal. In the event of loss of a chop/seal used for operating an account, you must immediately notify us of the loss in writing, and we will not be responsible for any payment made before actual receipt of such written notice.
本行可按其全權酌情權接受閣下以印章或圖章為閣下的簽署式樣。若閣下使用印章或圖章簽署，閣下將承擔印章或圖章被其他任何未獲授權人士使用或用於未獲授權事項的風險。除非由於本行、本行之代理人、辦事員或僱員的疏忽或故意違約，本行不就閣下有關或因印章或圖章被其他任何未獲授權人士使用或用於未獲授權事項而產生損失或損害對閣下承擔任何義務和責任。本行無義務調查印章或圖章的印記之真實性。當閣下用於賬戶操作的印章或圖章遺失時，閣下須立即以書面形式通知本行。本行將不須對在實際收到該書面通知之前的作出的任何支付承擔任何法律責任。

3.9 You must ensure your account has sufficient funds or other assets for the purposes of giving instructions to us.
就閣下向本行發出指示的用途，閣下必須確保閣下的賬戶有足夠的資金或其他資產。

3.10 We may honour any cheque or other instrument, or act on any instruction, signed by you or an Authorized Person but presented after your/his/her death, before we have received actual notice of your/his/her death.

本行在實際收悉有關閣下 / 獲授權人士離世的通知前，可兌現任何已由閣下或獲授權人士簽署但於其離世後才提示付款的支票或其他票據，或根據任何已由閣下或獲授權人士簽署但於其離世後才提示的指示行事。

3.11 If we receive actual notice that any holder of your account(s) has become bankrupt, insane or otherwise mentally disabled, we shall be entitled to refuse the relevant instruction(s) or freeze or suspend operations of the account(s) and refuse access to the funds or other asset therein, without liability to you pending:
如本行收悉實際通知指任何閣下的賬戶的任何持有人已宣告破產、精神失常或其他形式的心智殘障，本行應有權等待下列事宜時，拒絕與該(等)賬戶相關的指示，或凍結或暫停該(等) 賬戶的運作，並拒絕該(等)賬戶所存資金或其他資產的動用，而不須對閣下負上任何責任：

(a) in case of bankruptcy of an individual account holder or any one of the joint account holders, the appointment of the bankrupt's trustee; and
(如屬獨名賬戶的持有人或任何一位聯名賬戶持有人被宣告破產的情況)破產人的信託人之委任；及

(b) in case of insanity or mental disability of an individual account holder or any one of the joint account holders, the appointment of a committee of estate of the insane or mentally disabled holder.
(如屬獨名賬戶持有人或任何一位聯名賬戶持有人被宣告精神失常或心智殘障的情況)該精神失常或心智殘障的賬戶持有人的產業受託監管人之委任。

4. Joint Account
聯名賬戶

4.1 If your account has more than one account holder:
如果閣下賬戶有多於一名持有人：

(a) all account holders shall be jointly and severally bound by these Terms and Conditions and to be jointly and severally liable for all agreements, obligations, powers, authorities and liabilities in connection with these Terms and Conditions;
所有賬戶持有人均應受此等條款與細則約束，並共同及各別地為所有與此等條款與細則相關的協議、義務、權力、權限及責任承擔責任；

(b) in the event of death of a joint account holder (except in the case of joint accounts designated as trust or executors' accounts), the credit balance of the joint account shall be held for the benefit and to the order of the survivor(s) (regardless of the terms of the account mandate). This is however subject to our rights in respect of such funds or assets arising out of any lien, charge, pledge, set-off or any other encumbrance or any claim or counterclaim, actual or contingent or otherwise, as well as to take such steps as it deems desirable (including making payment(s) into a court of competent jurisdiction) in relation to the credit balance. Any payment made by us to such survivor(s) or to a court of competent jurisdiction shall constitute complete discharge of our obligations binding on all the account holders and their personal representatives and successors;
倘一位聯名賬戶持有人（聯名賬戶獲指定為信托或遺囑執行人賬戶者除外）身故，聯名賬戶中的貸記餘額須為尚存的聯名賬戶持有人的利益所持有（不論賬戶委託書所載條款為何）。然而，此舉概不影響本行就該等資金或資產因任何實際、或有或其他方面的任何留置權、押記、質押、抵銷或任何其他產權負擔或任何申索或反申索而產生的權利，以及本行就該等貸方餘額採取本行認為適當之步驟（包括向具有司法管轄權的

法院作出付款）的權利。由本行向該等尚存的聯名賬戶持有人或具有司法管轄權的法院所作出的任何付款，即構成本行完全履行其本身責任，且對所有賬戶持有人及其遺產代理人及繼承人具有約束力；

(c) where the account mandate or Signing Arrangement provides for the operation of the account(s) by all the account holders jointly, then if any one of the joint account holders becomes bankrupt, the account(s)can be operated or closed only by the joint signatures of the trustee in bankruptcy of the bankrupt joint account holder and the other joint account holder(s) jointly;
如賬戶委託書或簽署安排規定須由所有賬戶持有人共同操作賬戶，則在任何一名聯名賬戶持有人被宣告破產的情況下，只可由該名破產聯名賬戶持有人之破產管理人與其他聯名賬戶持有人共同簽署，方予操作或結束有關賬戶；

(d) each account holder shall remain a principal debtor for the liabilities or obligations of any account and shall not in any circumstances be construed to be a surety for the liabilities or obligations of any other account holder or account holders;
每一賬戶持有人均是任何賬戶項下法律責任或義務的主債務人，且在任何情況下不得被解釋為任何一個或多個其他賬戶持有人之法律責任或義務的擔保人；

(e) instructions given by the authorized signatory(ies), in accordance with relevant account mandate and Signing Arrangement, bind all account holders. An authorized signatory and the Signing Arrangement may only be changed by all account holders;
由獲授權簽字人士按照有關賬戶委託書及簽署安排所作出的指示對全部賬戶持有人均具約束力。獲授權簽字人士及簽署安排只可由全部賬戶持有人更改；

(f) a notice to any one account holder is deemed effective notice to all account holders;
給予其中一名賬戶持有人的通知被視為給予全部賬戶持有人的有效通知；

(g) we may compromise, discharge or deal with one or more account holders, without affecting the liability of the other holder(s);
本行可與一名或多名賬戶持有人達成妥協、解除其責任或與其達成處理安排而不影響其他持有人的法律負債；

(h) the liabilities of any of the account holders shall not be impaired by (i) any failure of the acceptance of these Terms and Conditions or anything contained in any application form, or any of its terms being illegal, invalid, non-binding or unenforceable in relation to any account holder, (ii) any giving of time, forbearance, indulgence, waiver or discharge in relation to any account holder or any other party to any loan or credit document or (iii) any other matter or event whatsoever which might have the effect of impairing all or any of the liabilities and obligations of any account holder;
任何賬戶持有人所負法律責任不受以下事項影響：(i)任何未能接受此等條款與細則或任何申請表格中所包含的任何內容，或者其任何條款為不合法、無效，對賬戶持有人不具約束力及不可強制執行；(ii)給予任何賬戶持有人或任何貸款或信貸文件的任何其他方時間、推遲行使權利、允許、豁免或免除；(iii)任何其他可能減損任何賬戶持有人所有或任何責任和義務的其他事宜或事件；

(i) we may credit any sum payable to any one account holder to the joint account unless such account holder has given other instructions to us. Payment or delivery of anything to any one account holder discharges our obligations to all the account holders; and
本行可將應付給其中一名賬戶持有人的任何款項貸記於聯名賬戶，除非該賬戶持有人

已對本行另作指示。向任何一位賬戶持有人付款或交付任何東西即解除本行對所有賬戶持有人的義務；及

(j) any one of the account holders may instruct us, and at our sole discretion, to freeze the joint account, and the release of the relevant joint account must be made in writing (duly signed in accordance with the Signing Arrangement).
任一賬戶持有人均可向本行發出指示，並按本行全權酌情權，凍結聯名賬戶，以及須以書面申請(按簽署安排妥為簽署的)解除凍結賬戶。

5. Authorized Person
獲授權人士

5.1 When you appoint the Authorized Person, you are required to notify the Bank in writing and provide the Bank with the Authorized Person's particulars (whether personal or otherwise) and specimen signature(s) together with all other information as prescribed by the Bank. The Authorized Person is authorized to open (where applicable), operate, maintain, close or deal with all other matters in connection with the account and/or the Service in accordance with the Signing Arrangement and the specimen signature(s) for and on behalf of you except for:-
倘若閣下委任獲授權人士，閣下需以書面通知本行及向本行提供銀行要求的獲授權人士的詳細資料(不論是個人資料或其他資料)、簽字式樣及其他本行指定的資料。獲授權人士將根據簽署安排及簽字式樣，全權代表客戶開立(如適用)、操作、維持、結清或處理所有其他與賬戶及/或服務相關的事宜，但下列事項除外：

(a) the application for establishment of new account or new services unless otherwise provided in these Terms and Conditions;
申請開立新賬戶或使用新的服務(於此等條款與細則另有規定者除外)；

(b) any change of the Authorized Person and/or his/her/their specimen signatures and/or the Signing Arrangement;
任何更改獲授權人士及/或其簽字式樣及/或簽署安排；

(c) any change of the correspondence address or contact number of the account holder(s) (corporate Client excepted); and
任何更改銀行賬戶持有人的通訊地址或聯絡電話號碼(公司客戶除外)；及

(d) such other matter which the Bank considers it requiring confirmation of the account holder(s).
銀行認為是需要由銀行賬戶持有人確認的其他事項。

5.2 In respect of any of the Services, if the Signing Arrangement thereof shall consist of two or more levels of authorization, all and any of such levels of authorization shall be equally effective as the Signing Arrangement of such Services.
就任何服務而言，如其簽署安排將以兩種或多種模式的授權組成，所有模式及任何一種模式的授權將同樣作為該等服務的有效簽署安排。

5.3 Unless otherwise agreed between you and the Bank in writing, any change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or the Signing Arrangement shall not be put into operation unless and until the Bank shall have actually received such documents and/or authorizations in the form and substance satisfactory to the Bank and reasonable opportunity to respond to such change, addition or revocation.
除非本行與客戶另有書面協議，任何獲授權人士及/或簽字式樣及/或簽署安排的任何更改、增加或撤銷均不會視作生效，除非及直至本行已實際收到令本行信納的有關於上述更改、

增加或撤銷事項的文件及/或書面授權及本行有合理的機會就上述各項作出回應。

5.4 Any effective change in, addition to or revocation of the Authorized Person and/or the specimen signature(s) and/or Signing Arrangement shall apply to all of the bank account(s) or the Services unless otherwise agreed between you and the Bank in writing.
除非本行與閣下另有書面協議，任何有效的關於獲授權人士及/或簽字式樣及/或簽署安排的更改、增加或撤銷均適用於所有銀行賬戶或服務。

5.5 Notwithstanding anything contained herein, you agree and acknowledge that the Bank shall have the sole discretion at any time, without prior written notice or giving any reason therefor, not to accept any order, request or instruction from all or any of the Authorized Persons.
儘管本文有任何規定，閣下同意及承認銀行具全權酌情權隨時未經事先書面通知或給予任何理由而不予接納所有或任何獲授權人士的任何命令、要求或指示。

5.6 When any one or more or all of the account holders or the users of the Service die(s), any act, thing, deed or matter made or done by the Bank pursuant to the requests, instructions or directions of the Authorized Person or any of them after such death but before the actual receipt of notice in writing thereof by the Bank shall be absolutely and conclusively binding on the account holder or the user of the Service(s), his estate and personal representative and any person claiming through or under the account holder or the user of the Service(s).
倘若任何一名或多名或所有銀行賬戶持有人或銀行服務使用者去世，本行在有關人士去世後及實際收到有關書面通知前，根據獲授權人士或其中任何一位的要求，指示或指令所作出任何作為、事情、行為或事項，將對銀行賬戶持有人或服務使用者、其遺產及遺產代理人及透過銀行賬戶持有人或服務使用者或其中任何人士進行申索的任何人等於任何時候均具絕對及終局性約束力。

5.7 You agree to ratify at all times all acts, things, deeds, directions, orders or instructions given by any or all of the Authorized Person(s) in accordance with the provisions herein if so requested by the Bank and acknowledges that the same shall be at all times be absolutely and conclusively binding on you .
閣下同意於任何時候均會確認或追認由獲授權人士根據此等條款與細則之條文作出的任何或所有行為、作為、行為、指令、命令或指示(倘若本行要求)，並且承認上述各項對閣下具絕對及終局性約束力。

6. <u>Payment/Interest</u>
<u>付款／利息</u>

6.1 Interest accrues on all sums owing and/or payable by you from the due date or the date of advance to the date of actual repayment (before and after judgment) at the rate determined by us. Such interest is calculated on the basis of the actual number of days elapsed over a 360 or 365 day year according to our practice of calculating interest for the relevant currency/account type and is deemed to be compounded monthly or at such other intervals determined by us.
閣下一切欠款及／或應付款由到期應付日期或放款日期至實際還款日期(判決之前或之後)累計利息，其利率由本行決定。利息的計算基準為已過了的實際日數，根據本行計算有關貨幣／賬戶類型之利息的慣例以一年 360 或 365 天計算，並視為按月或按本行決定的相隔時期以複息計算。

6.2 You will on demand repay to us all sums owing and/or payable by you (whether or not due) or the part demanded, with interest thereon.
閣下將在本行提出要求時向本行償還閣下全部或部分欠款及／或應付款(不論到期與否)，

連同利息。

6.3 Payments by you will be made to us without any set-off, counterclaim or condition and free and clear of all present and future taxes, withholdings or deductions. If you are compelled by law to make any withholding or deduction, the sum payable by you will be increased so that the net amount actually received by us is the amount we would have received if there had been no withholding or deduction. You will duly pay the withheld or deducted amount to the appropriate tax authority and provide us with evidence of payment. You shall indemnify us against any losses or costs incurred by us by reason of your failure to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment.
閣下支付予本行的款項應沒有任何抵銷、反索償或附帶條件，並無一切現存及將有的稅項、預扣或扣除。倘若法律強令閣下作出任何預扣或扣除，閣下的應付款項應相應增加至等同於未支付預扣或扣除時本行應收的金額。閣下將向有關稅務機關妥為繳付該預扣或扣除金額，並向本行提供繳付證明。由於閣下的原因而未能扣除或預扣或由於逾期未付款而增加支付款項，造成本行的任何損失及支出，閣下應對本行作出彌償。

6.4 From the time any amount under any agreement between you and us is overdue for payment until it is paid, you must pay interest at the default rate on the overdue amount when we demand.
由閣下不時與本行之間任何協議下的任何金額逾期付款至金額被支付，閣下必須按本行要求以逾期金額的違約利率支付利息。

6.5 Payments by you will be made in the currency of the relevant liability. Any sum received by us in another currency only constitutes a discharge of your liability to the extent of the net amount of the currency of your liability which we are able to purchase with the amount received at the rate determined by us in our sole discretion as soon as it is practicable to do so. You will, as a separate obligation and notwithstanding any judgment, indemnify us against any loss and reasonable expense arising from the settlement using a different currency.
閣下的付款將以有關債務的貨幣作出。倘若本行收到用另一種貨幣支付的任何款項，其對閣下的債務構成的解除，僅以收到款項後切實可行的時間內，本行用該款項可按照本行全權酌情權決定的兌換率購入的閣下債務貨幣的淨額為限。儘管有任何判決，閣下亦有另行責任, 就任何由使用不同貨幣的結算所產生的損失及合理支出，給予本行彌償。

6.6 Any sum received by us may be applied to reduce your liability in the order we deem appropriate, or be placed to a separate or suspense account to preserve our right to prove for your entire liability on such terms and for such periods as we may think fit.
本行收到的任何款項，可運用於以本行認為適當的次序減低閣下的債務，或記入於一個獨立賬戶或暫記賬戶以保留本行以本行認為合適的條款和期限證明閣下全部債務的權利。

6.7 If any amount paid to us in respect of your liabilities is required to be repaid due to any law relating to bankruptcy or for any other reason, we have the right to recover such amount from you as if payment had not been made.
如閣下就債務已支付予本行的任何款項基於任何與破產有關的法律或其他原因而須退還，本行有權向閣下追討有關款項，猶如未曾付款一樣。

6.8 If as a result of any change of any law or regulation or the compliance with any regulatory requirements applicable to us, we incur additional or increased cost for maintaining the accounts or providing the Services, then you will on demand pay us an amount sufficient to compensate us for such increased cost.
如因任何法律或法規的更改或遵守任何適用於本行的監管要求，本行因維持賬戶或提供服務招致額外或增加的成本，則閣下須應要求向本行支付足以補償本行增加的成本之金額。

7. Fees and Charges
費用及收費

7.1 We may levy charges (including deposit charges and dormant/inactive account charges) and fees, and may revise the amount of charges and fees, or their basis of calculation from time to time, upon not less than 30 days' prior written notice (or where a variation is not within our control, upon reasonable notice) to you. The current list of our fees and charges is displayed in our premises and available on request. All fees and charges payable to us shall be payable by you on demand. Paid fees and charges will be shown in your account statement or in a separate advice.
本行可徵收任何收費(包括存款及不活動賬戶收費)及費用，及可在向閣下發出不少於 30 天事先書面通知後(或(若更改非本行控制範圍之內)發出合理通知後)更改收費或費用金額。本行現行的標準收費表展示於本行大堂且可應要求提供。應支付予本行的所有費用及收費須由閣下應要求支付。已付的費用與收費將在閣下賬戶結單顯示或另行通知。

7.2 You agree to be responsible for (a) all charges incurred in accessing the account through or otherwise using any of the Services (including but not limited to any telephone charges and internet service provider's charges); and (b) all administrative charges imposed by us and all costs and expenses (including legal costs) incurred by us for handling garnishee orders, injunctions or other court orders/proceedings relating to any account or money therein.
閣下同意為(a)所有在透過或以其他途徑使用任何服務以登入閣下的賬戶所招致的所有收費(包括但不限於任何電話收費及互聯網服務供應商之收費)負責，及為(b)本行就處理與閣下任何賬戶或當中款項有關的第三債務人的命令、禁制令或其他法庭命令／法律程序，所收取的所有本行實行的行政費用及所蒙受的所有費用和開支(包括法律費用)負責。

7.3 Paid fees and charges are not refundable on early termination of a Service. However, if you terminate a Service as a result of a change of these Terms and Conditions by us, we may refund a prorated portion of any fee expressed to be an annual or periodic fee paid for the Service unless the amount to be refunded is minimal.
如提早終止一項服務，已收取的收費及費用將不會被退還。然而，如閣下因本行更改此等條款與細則而终止一項服務，本行可按比例退還部分已支付的並列明為該服務年費或定期費用的任何費用，除非退還的款項為微不足道。

8. Rebate and Commission
回扣及佣金

8.1 The Bank may receive, either directly or indirectly, remunerations, commissions, retrocession fees, monetary or other non-monetary benefits from third parties (including any entities belonging to the CZ Group) in connection with any account, the provision of Services and/or Transactions. The nature, amount and method of calculating these remunerations, commissions, retrocession fees, monetary or other non-monetary benefits may vary over time, depending on the third parties and/or Transactions.
本行可直接或間接從第三者(包括屬於中國浙商集團的任何實體)收取與賬戶、提供服務及／或交易有關的報酬、佣金、轉分保費用、金錢或其他非金錢利益。該等報酬、佣金、轉分保費用、金錢或其他非金錢利益的性質、數額及計算方法可以隨時改變，視乎第三者及／或有關交易而定。

8.2 You hereby consent to the Bank receiving such remunerations, commissions, retrocession fees, monetary or other non-monetary benefits.
閣下在此同意本行收取此類報酬、佣金、轉分保費用、金錢或其他非金錢利益。

9. Set-off and Lien
抵銷及留置權

9.1 If any sum is payable by you but unpaid, and in addition to all other rights and remedies available to us and without prejudice to any lien, guarantee, mortgage or other security (now existing or established at a later date), we may at any time, without prior notice, liquidate any of your assets and set off, combine, consolidate or merge any credit balances of all or any of your accounts (whether subject to notice or not and whether matured or not) anywhere with us (whether singly or jointly with others) and any other obligation owed to you towards the reduction and/or satisfaction of any of the Total Liabilities and Obligations. Notwithstanding the foregoing, all our credit balances to you shall be deemed to have been automatically set off against the Total Liabilities and Obligations in the case of occurrence of a Termination Event or an Event of Default. For any of the above purposes, we may convert any currency into any other currency, and reasonably estimate the amounts of future, contingent or unquantified liabilities.
如閣下有應支付但未支付任何款項，（附加於本行所有的一切其他權利和補救措施，及在不損害任何留置權、擔保、抵押或其他擔保抵押品（現已存在或在以後訂立）的情況下）本行可於任何時間在不發出事前先通知下，對閣下的任何資產變現，並將閣下在任何地方設於本行的所有或任何賬戶（不論單獨或與他人共同持有的）的任何貸記餘額（不論是否受通知限制及不論是否已到期）及任何本行對閣下的義務進行抵銷、結合、合併或兼併，以減低或償還任何閣下或代表閣下所欠的總負債及義務。儘管有上述規定，若發生任一終止事件或違約事件，本行對閣下的所有貸記餘額應被視為已自動抵銷總負債及義務。為任何以上目的，本行可將任何貨幣兌換為其他貨幣，並合理估計未來的、或有的或未確定的債務金額。

9.2 We may apply any credit balance in your joint account to reduce any liability of one or more of the joint account holders to us.
本行可運用閣下聯名賬戶中的任何貸記餘額，以減低一個或多個聯名賬戶持有人對本行的任何債務。

9.3 We may debit one or more of your accounts with the amounts payable by you.
本行可在閣下的一個或多個賬戶扣除閣下的應付款額。

9.4 If you have any present, future, actual or contingent liability (whether or not quantified) to us, we may retain any property wherever deposited with or otherwise held by us for or in your name (alone or jointly with others) whether for safe custody or otherwise, and sell them or any part thereof at such price and on such terms as we determine whether by public auction, private contract or tender. We may apply the net proceeds to reduce your liability.
如閣下對本行有任何現有、未來、實際或或有的（不論是否能確定的）債務，本行可扣留不論是否作為安全保管或其他用途，不論存放於任何地方或以其他形式由本行為閣下或以閣下名義(獨名或聯名）持有的任何財產，及不論以公開拍賣、私人合約或招標，以由本行決定的價格及條款，將其或其部分出售。本行可運用淨收益減低閣下的債務。

9.5 You shall not, without our prior written consent, assign or create any charge, mortgage, third party interest or encumbrance over any right title or interest in any of the account(s) or any assets held by us or our nominee for the account(s) in favour of any third party.
閣下在未得本行事先書面同意前，不得向任何第三方轉讓或以任何第三方作為受益人設定就任何賬戶或本行 / 本行之代名人為賬戶持有的任何資產之權利、所有權或權益的任何押記、抵押、第三方權益或產權負擔。

10. Conflicts of Interest

利益衝突

10.1 The Bank is part of a large international financial group and acts simultaneously for a large number of clients, as well as for the Bank's own account. As such, conflicts of interest cannot be completely avoided.
本行是大型國際金融集團的一部分，同時為大量客戶及其本身行事。因此，無法完全避免利益衝突。

10.2 Conflicts of interest may arise where:
在以下情況, 可能會發生利益衝突：

(a) the Bank or others in the CZ Group carry on business on behalf of other clients;
本行或中國浙商集團其他成員公司代表其他客戶經營業務；

(b) the Bank gives advice or makes recommendations to you that differ from advice or recommendation given to other clients;
本行給予閣下的意見或建議有別於給予其他客戶的意見或建議；

(c) the Bank deals on your behalf through another member of the CZ Group which receives commission;
本行透過中國浙商集團另一成員公司代閣下進行交易，而該成員公司會就此收取佣金；

(d) the Bank effects, arranges or gives advice on Transactions where the Bank or another member of the CZ Group benefits from a commission, fee, mark-up or markdown payable otherwise than by you or is remunerated by the counterparty to the Transaction;
本行進行或安排交易或就交易給予意見，而本行或中國浙商集團另一成員公司就該交易取得並非來自閣下的佣金、費用、價格調高或調低後的差價，或從交易對手取得報酬；

(e) a deal or recommendation involves investments issued by the Bank, another member of the CZ Group, or one of the Bank or CZ Group's clients;
交易或建議涉及本行、中國浙商集團另一成員公司或本行或中國浙商集團的其中一位客戶發行的投資；

(f) the Bank or another member of the CZ Group deals with you as principal for the Bank or CZ Group’s account or has a long or short position in investments that are held by you or in which the Bank deals on your behalf;
本行或中國浙商集團另一成員公司以本行或中國浙商集團的主事人身份與閣下進行交易或就閣下持有或本行代閣下進行買賣的投資持有好倉或淡倉;

(g) the Bank matches your Transaction with that of another client by acting as agent on its behalf, as well as on your behalf; and
本行以閣下的代理人身份代閣下將閣下的交易與另一客戶的交易進行對盤；及

(h) in advising on or executing a Transaction, the Bank has knowledge of other actual or potential Transactions in the investment concerned.
就交易提供意見或執行交易時，本行知悉其他涉及相關投資的實際或潛在交易。

10.3 The Bank shall take reasonable steps to avoid conflicts of interest, and where such conflicts cannot be reasonably avoided, the Bank will use reasonable steps to ensure that you (and any other clients, if applicable) are treated fairly and that the Transactions are on terms that are not

materially less favourable than if no potential conflict had existed.
本行須採取合理措施避免利益衝突，且若無法合理避免該等衝突，本行將採取合理措施確保閣下(及任何其他客戶(如適用))獲公平地對待，並確保交易的條款實質上不會遜於並無出現潛在衝突的情況下所享有的條款。

10.4 Neither the Bank nor any other member of the CZ Group is obliged to notify and be liable to account to you for any fees, profit, commission, remuneration, rebates, discounts, spreads or other benefits or advantages (whether financial or otherwise) made or received from or by reason of such Transactions and these amounts will not be set off against the Bank's fees unless otherwise required by Applicable Laws.
本行及中國浙商集團任何其他成員公司均無義務通知客戶亦無責任向閣下交代就有關交易支付或收取或因有關交易而產生的任何費用、利潤、佣金、報酬、回扣、折扣、價差或其他利益或好處(不論是財政上或其他方面)，且除非適用法律另有規定，否則該等金額將不會抵銷本行的收費。

10.5 The Bank is under no duty to you to disclose any information which may come to the Bank's notice in the course of its acting in any other capacity as indicated above.
本行對閣下沒有責任披露以上所指的任何其他身份行事時可能得悉的任何資料。

10.6 The Bank and any other member of the CZ Group may make payments or pay on-going commissions or other benefits or advantages (whether financial or otherwise) to any third party or to other members of the CZ Group in connection with any account, the provision of Services and/or the handling of Transactions.
本行及中國浙商集團任何其他成員公司可能就任何賬戶、提供服務及／或處理交易而向任何第三者或向中國浙商集團其他成員公司付款或持續支付佣金或其他利益或好處(不論在財務上或其他方面)。

11. <u>Changes</u>
<u>更改</u>

11.1 We may vary the Services available to you, the manner of operations, the daily cut-off times, the minimum or maximum amount of an instruction, or a maximum limit per day, or suspend or withdraw any Service, without notice or liability. We may change our business hours or the hours during which a Service is available. Services are provided subject to terms and conditions determined by us. Such changes may be made without notice and shall be without liability.
本行可更改提供給閣下的服務、運作形式、每日截數或截止交易時間、指示的最低及最高金額、或每日的最高限額、或终止或取消任何服務，而不作通知及沒有法律責任。本行可更改本行的營業時間或提供服務的時間。服務的提供受本行所決定的條款與細則規限。作出此類修改可能不另行通知且本行不承擔任何責任。

11.2 We may change these Terms and Conditions, any terms, conditions and rules applicable to any Service or an account at any time by notice to you. The notice will take effect, if the changes affect fees, charges, or your liabilities or obligations, and where practicable, after 30 days.
本行可隨時改變此等條款與細則，適用於任何服務或賬戶的任何條款、條件、或規則，並作出通知知會閣下。如果此變更影響費用、收費，或閣下之責任或義務及於可行情況下， 此通知將在 30 日後生效。

11.3 If you decide to terminate the banking service, we would not charge any fees for the termination under the following conditions:
若閣下決定終止有關銀行服務，在下列情況下，本行不會收取任何終止服務費用：

(a) the variation of the terms and conditions is considered key and relevant to the specific banking service;
對該特定銀行服務而言，該條款與細則的修訂是重要和相關的；

(b) the variation in (a) may adversely affect you; and
在(a)項內的修訂可能對閣下有不利影響；及

(c) you indicate the decision to terminate the banking service within the notice period before the variation in (a) takes effect.
閣下在(a)項內的修訂生效前的通知期限內表示決定終止有關銀行服務。

11.4 We shall notify you of any material change to our name, business address, or other changes as required under Applicable Laws and regulations.
如果本行的名稱、營業地址或如有根據適用法律及規例規定的任何其他更改，本行均應通知閣下。

11.5 You agree to notify us of any material change to the information provided by you. In particular, you shall notify us as soon as practicable of any change to your address, telephone number, facsimile number or email address.
閣下同意就閣下所提供資料的任何重大更改通知本行。尤其是如果閣下的地址、電話號碼、傳真號碼或電郵地址有任何更改，閣下應在切實可行的範圍內盡快通知本行。

12. <u>Termination Events and Events of Default</u>
<u>終止事件及違約事件</u>

12.1 The occurrence at any time of any of the following events shall constitute a “Termination Event”:
任何時候一旦發生以下任何事件，即構成「終止事件」：

(a) by reason of an Event of Force Majeure:
因發生不可抗力事件：

(i) occurring after a Transaction is entered into: (A) the Bank is prevented from settling such Transaction; or (B) it becomes impossible to settle such Transaction; and/or
在訂立交易後發生不可抗力事件，以致：(A) 本行不能結算該交易；或(B) 結清該交易變得不可能；及 / 或

(ii) the Bank's performance under these Terms and Conditions is prevented or materially hindered or delayed;
使本行不能履行就此等條款及細則的責任，或在此方面受到重大阻礙或延誤；

(b) after a Transaction is entered into, it becomes unlawful or otherwise prohibited for the Bank or you to settle a Transaction; or
在訂立交易後，本行或閣下結算有關交易成為不合法或因其他原因遭到禁止；或

(c) it becomes impracticable, unlawful or otherwise prohibited for the Bank to perform its obligations under or in respect of the Agreement or any Account or Transaction or to hedge its obligations effectively under the Agreement or any Account or Transaction.
本行根據或就協議或任何賬戶或交易履行責任，或有效地對沖本行就協議或任何賬戶或交易的責任，變得不可行、不合法或因其他原因遭到禁止。

12.2 The occurrence at any time of any of the following events with respect to you shall constitute an "Event of Default":
任何時候閣下發生以下任一事件，即構成一項「違約事件」：

(a) you fail to perform or comply with any provision in the Agreement or any other obligation owed to the Bank;
閣下未能履行或遵守協議的任何條文或對本行負有的任何其他義務；

(b) any representation and/or warranty by you pursuant to the Agreement proves to have been false, incorrect, or misleading in any material respect;
閣下於協議作出的任何陳述及／或保證在任何重大方面被證實為虛假、不正確或誤導；

(c) you become insolvent or unable to pay your debts as they become due, or stop, suspend or threaten to stop or suspend payment of all or a material part of your Indebtedness or begin negotiations or take any other step with a view to the deferral, rescheduling or other readjustment of all or a material part of your Indebtedness (or of any part of such Indebtedness which you will or might otherwise be unable to pay when due);
閣下無力償債或無法償還其到期債項，或停止、暫停或威脅停止或暫停支付其負債的全部或重大部分，或展開談判或採取任何其他措施以押後償還、另定時限償還或重新調整其負債的全部或重大部分(或閣下將會或可能無法在到期時償還有關負債的任何部分)；

(d) you fail to comply with any judgment or order made against you within the stipulated time or if any attachment, sequestration, distress, execution or other legal process is issued or levied against you;
閣下未有在規定時限內遵守被發出的判決或命令，或閣下被發出或施加任何查封、暫時扣押、扣押、執行財產的命令或其他法律程序；

(e) you cease to have capacity in law to manage your affairs (whether because of mental incapacity or for any other reason whatsoever);
閣下在法律上不再具有行為能力處理閣下事務(不論由於精神上無行為能力或任何其他原因)；

(f) any attachment, sequestration, distress, execution or other legal process is issued or levied or an administrator, receiver, judicial manager, trustee-in-bankruptcy, custodian or other similar person has been appointed (or an application for the appointment of any such person has been presented) in respect of you or any of your assets；
就閣下或閣下的任何資產發出或施加任何查封、暫時扣押、扣押、執行財產的命令或其他法律程序，或已委任遺產管理人、接管人、司法接管人、破產受託人、保管人或其他類似人員(或已提交申請委任任何該等人士)；

(g) you become involved in or public allegations are made which suggest that you may be involved in abnormal or irregular activities which are not generally accepted customs and practices of a person in the same position;
閣下涉及或公開被指可能涉及反常或不合常規的活動，而該等活動並非一個在相同處境中的人普遍被接受的慣例及做法；

(h) you become, or become associated with, a person/an entity/a country which is the subject of investigation under applicable anti-money laundering, counter-terrorist

financing, anti-bribery and corruption or sanctions laws whether in Hong Kong or elsewhere, or a person or an entity named in any list (including the Specifically Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control) under any sanctions, freezing, anti-terrorism or other programs enforced and administered by the relevant regulatory authorities or bodies whether in Hong Kong or elsewhere;
閣下成為以下人士或與以下人士／實體／國家有聯繫：在香港或其他地方適用的打擊清洗黑錢、打擊恐怖分子集資、反賄賂貪污或制裁法律之下的受調查人士／實體／國家，或名列香港或其他地方相關監管機構或組織強制執行及施行的制裁、凍結、打擊恐怖分子或其他計劃的任何名單(包括美國海外資產監控辦公室的特別指定國民及封鎖對象名單)的人士或實體；

(i) a default, potential event of default, event of default or termination event (howsoever described) occurs or is declared under any document which forms part of the Agreement;
發生或宣告出現構成協議的任何文件項下的違責情況、潛在違約事件、違約事件或終止事件(不論以何文字描述)；

(j) any other Indebtedness of you (to whomsoever owing) is not paid when due, or is or is declared to be or is capable of being declared due and payable before its normal maturity by reason of any actual or potential default, event of default or the like (howsoever described);
閣下的任何其他負債(不論債權人是誰)在到期時沒有償還，或由於任何實際或潛在 的違責情況、違約事件或類似事件(不論以何文字描述)在正常到期日前到期償還、被宣告或可被宣告到期償還;

(k) any event or series of events occurs which may, in the Bank's opinion: (i) have a material or adverse effect on your financial condition, or (ii) have a material or adverse effect on your ability to perform your obligations under the Agreement;
發生任何事件或連串事件，而本行認為可能會：(i)對閣下的財政狀況有重大或不利影響，或(ii)對閣下能否履行協議項下的義務有重大或不利影響；

(l) any licence, consent or registration which is necessary or desirable under the Agreement is not obtained, granted or perfected, or is revoked, withheld, materially modified or ceases to be in full force and effect;
根據協議屬必需或適宜的任何牌照、同意或註冊並未取得、獲授或完備，或被撤銷、拒絕授予、被重大更改或不再具有十足效力和作用；

(m) you become a resident or national of the United States of America;
閣下成為美國居民或國民；

(n) the Bank concludes that any change of your legal status, tax residency or financial condition or any other event has occurred or circumstance has arisen which in the Bank's opinion (i) may be prejudicial, impractical or may lead to a material increase of cost for the Bank in connection with the provision of Services or for the maintenance of bank account or any Transaction, or (ii) may adversely affect or prejudice your ability to perform, or the actual performance of, your obligations under the Agreement or such that it would be contrary to prudent banking practice to allow any of your obligations to remain outstanding or incur any new obligation to you;
本行斷定閣下的法律地位、稅務常駐國家或財務狀況出現任何變化或發生任何其他事件或出現任何情況，而本行認為：(i) 可能會對本行提供服務或維持銀行賬戶

或任何交易造成損害、成為不可行或導致成本大幅增加；或 (ii) 可能會對閣下能否或實際履行閣下在協議下的義務造成不利影響或損害，或如容許閣下履行任何義務或由閣下承擔任何新義務，將有違銀行業務審慎原則；

(o) you become the subject of any investigation by any governmental authority or regulator (including the Independent Commission Against Corruption, the Inland Revenue Department and the Hong Kong Police Force), whether in Hong Kong or any other jurisdiction;
閣下成為香港或任何其他司法管轄區任何政府機構或監管機構(包括廉政公署、稅務局及香港警務處)的調查對象；

(p) any order or warrant is issued against you or your assets under applicable anti-money laundering or counter-terrorist financing laws or if you become (or become associated with) an individual, entity and/or a comprehensive sanctioned country named in any list under any sanctions, freezing, anti-terrorism or other programs enforced and administered by the relevant regulatory authorities or bodies (including the Specifically Designated Nationals and Blocked Persons List administered by the United States Office of Foreign Assets Control), whether in Hong Kong or elsewhere;
根據適用的打擊清洗黑錢或打擊恐怖分子集資法律，閣下或閣下的資產被發出任何命令或令狀，或閣下成為名列香港或其他地方相關監管機構或組織強制執行及施行的任何制裁、凍結、打擊恐怖分子或其他計劃的任何名單(包括美國海外資產監控辦公室的特別指定國民及封鎖對象名單)的個人及／或實體或與該等個人及／或實體及／或全面制裁的國家有聯繫；

(q) any event which, in the Bank's opinion, is a material adverse change or development which may result in material adverse changes in the monetary, political, financial (including conditions in any of the financial markets) or economic conditions or exchange controls, whether in Hong Kong or elsewhere (including changes in stock, bond, currency, interbank or property market conditions, interest rates or foreign exchange controls);
發生本行認為屬重大不利變動或事態發展的事件，以致香港或其他地方的貨幣、政治、金融(包括任何金融市場的狀況)或經濟狀況或外匯管制可能會出現重大不利變動(包括股票、債券、貨幣、銀行同業或房地產市況、利率或外匯管制的變動)；

(r) any legal proceeding, suit or action of any kind whatsoever (whether criminal or civil) is instituted against you and the Bank is of the opinion that it will or could materially and adversely affect your ability to perform and observe your obligations under the Agreement; or
閣下被提起任何種類的法律程序、訴訟或法律行動(不論是刑事或民事)，令本行認為將會或可能會對閣下能否履行及遵守其在協議項下的義務造成重大不利影響；或

(s) any other matter or event which in the sole opinion of the Bank jeopardises its rights under the Agreement or renders termination necessary or advisable in the interests of the Bank.
發生任何其他事項或事件，而本行可全權酌情認為將有損本行在協議之下的權利， 或為保障本行的利益繼而有需要或適宜作出終止。

13. <u>Closure/Termination of Account and/or Service</u>

結清/終止賬戶及 / 或服務

13.1 You may close your account at any time when your account has a zero balance and no outstanding Transactions and obligations, or terminate a Service, if you have given at least 30 days' prior written notice to us, complied with our requirements and paid all our fees. A shorter notice may be accepted at our discretion. Termination of a Service will not by itself close your account with us.
當閣下賬戶餘額為零及沒有未完成的交易和義務，如閣下給予本行最少 30 日事先書面通知、遵守本行的規定及向本行支付費用，閣下可隨時結清賬戶或終止一項服務。本行可自行決定接受較短的通知期。終止一項服務不會自行結清閣下在本行開立的賬戶。

13.2 We may at any time, by 30 days' prior notice to you and without giving any reason, close your account or terminate a Service. The notice may take effect immediately in exceptional circumstances, for example, where the account is being used or suspected of being used for illegal activities. Without limiting the effect of any provisions hereof, we may hold any credit balance in your account for your collection, credit the relevant amount (less our charges) to your other account, or discharge all our obligations by mailing to you a cashier order for the relevant amount (less our charges) at your risk and cost.
本行可於任何時間給予閣下 30 天事先通知及不給予任何理由結清閣下的賬戶或終止某一項服務。該通知可在特殊情況下(例如該賬戶正在被使用或被懷疑被用於非法活動)即時生效。在不影響在此的任何其他條文下，本行可以持有閣下賬戶的任何貸記餘額以待閣下領取，把有關金額(扣減本行收費)存入閣下的其他賬戶，或把有關金額寄出銀行本票(扣減本行收費)予閣下以履行本行的一切義務，有關之風險及費用由閣下承擔。

13.3 If an account is maintained in joint names, you shall be entitled to close or terminate the account in accordance with the Signing Arrangement kept by us.
如果閣下以聯名名義持有賬戶，閣下有權根據本行記錄的簽署安排終止或結束該賬戶。

13.4 Termination of an account or Service will not affect accrued rights and obligations. We remain authorized to settle any Transaction entered into before termination. Clauses 6 (Payment / Interest), 9 (Set-off and Lien), 17 (Your Indemnity), 18 (Limitation of our liability), 21 (Information) and 23 (Evidence) of Part A of these Terms and Conditions shall survive termination.
終止賬戶或服務不會影響已積累的權利及責任。本行繼續獲授權結算在賬戶或服務終止前已訂立的任何交易。該等條款與細則 A 部份第 6 條(付款 / 利息)、第 9 條(抵銷及留置權)、第 17 條(閣下的彌償保證)、第 18 條(本行法律責任的限制)、第 21 條(資料)及第 23 條(證據)在賬戶或服務終止後將仍然有效。

14. Our role
本行的角色

14.1 Our responsibilities are limited to those expressly set out in these Terms and Conditions and other terms and conditions (if any) applicable for the relevant accounts, Services or Transactions. These Terms and Conditions and other terms and conditions apply, to the extent possible, to Transactions between your Authorized Person and us.
本行的責任限於在此等條款與細則及本行對相關賬戶、服務或交易的條款與細則(如有)中所明確列出的責任。此等條款與細則(在可能範圍內)適用於閣下之獲授權人士與本行進行的交易。

14.2 You authorize us and any person appointed by us to do everything reasonably necessary or desirable for all purposes connected with our Services.

閣下授權本行及本行委任的任何人士作出與本行服務相關的屬合理需要或適宜的一切事務。

14.3 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. The terms and conditions of their services may 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 or a service provider. We will only appoint custodians qualified to act as such under Applicable Law.
本行可使用代理人、經紀、保管人、代名人、代理行、網絡、交易所、結算所及其他人士的服務以持有閣下的財產或履行任何服務。上述各方可能為本行的聯屬公司。其服務條款與細則將適用於閣下的交易。閣下須支付他們的收費，並就他們的合理權利主張向本行作出彌償。本行將採取合理謹慎措施挑選代理人及服務提供方。本行只會根據適用法律以委任合資格人士擔任保管人。

14.4 We do not provide legal, financial or tax advice. You will obtain your own independent advice.
本行不會提供法律、財務或稅務意見。閣下將自行取得相關的獨立意見。

15. <u>Your representations</u>
<u>閣下的聲明</u>

You represent, warrant and undertake to us that:
閣下向本行聲明、保證及承諾：

15.1 you (a) are acting as principal (and is not acting or trading on behalf of any other person unless we have been notified otherwise in writing), (b) have full capacity and authority, and (c) have all authorizations, consents, licences or approvals (whether under any Applicable Laws or otherwise) required, to accept and agree to these Terms and Conditions and other rules, terms, conditions or requirements applicable to your accounts and/or Services, to open and maintain all account(s) from time to time with us, to utilize the Services applied for by you from time to time, and to give us any instruction that may be given from time to time;
閣下(a) 作為主事人行事（除非以書面形式另行通知，否則不代表任何其他人行事或交易），(b)具有全部權利和授權，並且(c)具有所有授權、同意、牌照或許可(無論是否根據任何適用法律或其他情況)，並同意且接受此等條款與細則以及適用於閣下的賬戶和／或服務的 其他規則、條款、條件或要求，與本行不時開設和維護所有賬戶，使用閣下不時申請的服 務，並向本行不時發出的任何指示；

15.2 all information provided in your Application or other supporting documents delivered to us are true, complete and accurate. You consent to promptly provide all documentation or other information so required upon request from us in writing or otherwise, and your failure to comply may result in discontinuance of Services, non-execution of Transactions, delay, additional costs and/or other consequences in relation to the provision of such Services or execution of the Transactions;
閣下的申請中提供的所有信息或其他文件均為真實、完整和準確的。閣下同意根據本行的書面要求或其他要求及時提供所有所需的文件或其他信息，若閣下未能遵照該要求，可能會導致服務不能繼續、交易無法執行、延誤、導致額外費用及／或其他與提供服務或執行交易之相關後果；

15.3 you have made your own independent decision to enter into each Transaction with us 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 each Transaction and will not rely on our advice or recommendation;
閣下是根據閣下本人的獨立決定與本行訂立每項交易，交易就閣下而言是否適當，乃是根據閣下的自行判斷或閣下認為必要的第三方顧問提供的意見。閣下明白及接納每項交易的條款及風險，且不會倚賴本行的意見或建議；

15.4 these Terms and Conditions, and other rules, terms, conditions or requirements applicable to your use of the accounts and/or Services, constitute your legal, valid and binding obligations enforceable against you in accordance with its terms;
此等條款與細則以及適用於閣下使用賬戶及／或服務的其他規則、條款、條件或要求，構成對閣下的合法、有效且具有約束力的義務；

15.5 no action, suit or proceedings at laws or in equity (whether in Hong Kong or elsewhere) before any court, tribunal, arbitral or administrative body or government agency that is likely to affect the legality, validity or enforceability against you of these Terms and Conditions and other rules, terms, conditions or requirements applicable to your use of the accounts and/or Services or of your ability to perform the obligations under the same is pending or, to your knowledge, threatened;
以閣下所知，於任何法院、法庭、仲裁機構或行政機關或政府機構，均沒有根據法律或衡平法(不論在香港或其他地方)，存在或可能有訴訟或法律程序影響閣下適用於此等條款與細則和其他適用於閣下使用賬戶及／或服務的其他規則、條款、條件或要求，或閣下於上述文件下履行義務的合法性，有效性或可執行性；

15.6 no legal or other proceedings have been initiated or threatened, and no meeting has been convened for your bankruptcy have been made or proposed to be made, against you;
沒有提起或脅迫提起針對閣下的任何法律訴訟或其他程序，也未有針對閣下提出或發起針對閣下進行有關破產的會議；

15.7 all assets held under your account(s) are and will continue to be beneficially owned by you free from any lien, charge or other encumbrance and/or restriction other than created in favour of us;
在閣下的賬戶下持有的所有資產均將繼續由閣下實益擁有，沒有任何留置權、押記或其他產權負擔及／或限制(向本行提供者除外)；

15.8 no Event of Default occurs;
沒有發生違約事件;

15.9 you have not been committed or convicted of any serious tax crimes or been subject to any investigation or criminal proceedings, whether in Hong Kong or elsewhere, in relation to tax matters nor do you have knowledge of such investigations or proceedings being taken against you; and
閣下沒有在香港或其他地方因涉嫌稅務嚴重罪行而被定罪或判刑，也未受到任何調查或刑事訴訟，也不知悉是否有正在針對閣下進行此類的調查或訴訟；及

15.10 the purpose of opening of the account(s) and effecting Transaction(s) is not illegitimate and you will not use the account(s) as a platform for illegal tax activities and are aware of our approach against illegal or illicit tax activities.
開戶和進行交易非為不合法的目的，並且閣下不會將賬戶用作非法稅收活動的平台及了解本行針對非法或不正當稅收活動的要求。

16. Your Acknowledgements
閣下確認

16.1 You understand and acknowledge that:
閣下明白及確認如下：

(a) the Bank will only provide the Services when we take into account circumstances relating to you which you have disclosed to the Bank or that the Bank should be aware of through the exercise of reasonable due diligence.
本行只會在考慮閣下已向本行披露或本行進行合理的盡職審查後應知悉的客戶情況才向客戶提供服務；

(b) failure to promptly execute and deliver such documents and perform such acts as the Bank (or its agent) may request from time to time may result in discontinuance of Services or execution of Transactions, delay, additional costs or requirements and/or other consequences in relation to the provision of such Services or execution of Transactions;
若閣下未能從速簽立及交付本行(或其代理人)不時要求的文件及執行本行(或其代理人)不時要求的行動，可能會導致被終止提供服務或執行交易、在提供服務或執行交易方面出現延誤、額外支出或要求及／或其他後果；

(c) the Bank has no obligation to inquire into the purpose or propriety of any instruction or to see to the application of any funds delivered by you in respect of the account; and
本行並無義務查究任何指示的目的或適當性或跟進閣下就賬戶交付的任何資金的運用；及

(d) the Bank is not responsible for the effect of any laws of any relevant country which may be applicable to any account or to the assets, and you accept all the risks of or arising from any such laws.
對於因任何相關國家的任何法律可能適用於任何賬戶或資產而造成的影響，本行無須負責，且閣下須承擔任何該等法律或因任何該等法律而產生的所有風險。

17. Your Indemnity
閣下的彌償保證

17.1 In addition to any other indemnity set out in these Terms and Conditions and to the fullest extent permitted by laws, you shall indemnify us and our agent and employees on demand against any claim, liability, damage or loss, or reasonable expense (including legal fees) howsoever arising from, directly or indirectly:
除此等條款及細則中規定的任何其他彌償外，以及在法律允許的最大範圍內，閣下應按要求彌償本行以及本行的代理人和僱員因下述情況直接或間接引起的任何索賠、法律責任、損害賠償或損失或合理費用(包括法律費用)：

(a) acting on your instruction or not to process your instruction or our delay or failure to act on your instruction in part or in full for any reason;
根據閣下的指示行事或者不處理閣下的指示，或者由於任何原因本行延遲或不部分或全部不執行閣下的指示；

(b) your breach of any of the provisions of these Terms and Conditions or other rules, terms, conditions or requirements applicable to your use of the accounts and/orServices;
閣下違反此等條款與細則之任何條文或適用於閣下使用賬戶和／或服務的其他規則、條款、條件或要求；

(c) the provision of any Services, the maintenance of any account, the execution of any Transaction or the exercise or preservation of our powers and rights under these Terms and Conditions and other rules, terms, conditions or requirements by us;
根據此等條款與細則及本行的其他規則、條款、條件或要求提供任何服務，維護任何賬戶，執行任何交易或行使或保留本行的權力與權利；

except in the case of fraud, negligence or wilful default on our part.
除非本行存在欺詐、疏忽或故意失責行為。

17.2 We are entitled to withhold, retain or deduct such portion from the assets or such amount(s) from your accounts to cover any amount which may be owed by your under the above Clause 17.1.
本行有權從閣下的賬戶中的資產或金額中扣留、保留或扣除相應部分，以支付閣下根據上述第 17.1 條所欠的任何金額。

17.3 We may employ third party agencies to collect overdue sums from you.
本行可僱用第三方代理人向閣下追討逾期款項。

18. Limitation of our liability
本行法律責任的限制

18.1 Without prejudice to the generality of the other clauses herein, we shall not be liable for any loss, damage or expense suffered or incurred by you arising from any cause whatsoever in the absence of negligence or wilful default on our part, including but not limited to the following:
在不影響此等條款與細則其他條款的一般適用性的情況下，除非由於本行的疏忽或故意失責所引起，本行不對因任何原因(包括但不限於以下事項)產生的任何損失、損害或開支承擔責任：

(a) any instruction which is not actually received by us;
本行沒有實際收到任何的指示；

(b) any delay, interruption or inability in accessing an account or Service, or the timely execution of instructions which are not given to us in time;
使用賬戶或服務時產生的任何延遲、干擾或無法使用，或本行及時執行沒有及時向本行發出的指令；

(c) any unauthorized interception, corruption, inadequacy, loss, error or delay of messages sent by us or our correspondent or agents through the internet, on telephone or by any other means, or any unauthorized access to a service or information;
任何由本行、本行往來銀行或代理行通過互聯網、電話或任何其他途徑發出訊息出現未經授權的截取、訛誤、不足、遺失、錯誤或延遲，或任何未經授權獲得服務或資料之行為；

(d) our inability to execute any instruction due to prevailing market conditions or by reason of any cause beyond our control;
本行因市場普遍情況而不能執行任何指示，或本行因無法控制的任何原因而無法執行任何指示；

(e) any malfunctioning, power failure, breakdown, abnormal operating conditions or failure of a service, computer, system, equipment, installation, software or communications

facilities beyond our reasonable control; or
超越本行合理控制範圍內的任何服務、電腦、系統、設備、裝置、軟件或通訊設施的任何故障、停電、失靈、異常運行狀況或運行失敗；或

(f) any computer virus or similar problems in connection with a Service or Transaction.
與一項服務或交易有關的任何電腦病毒或類似問題。

18.2 We are not liable for any loss caused by any act or omission of any correspondent or agent or any government or third party, or any other circumstances beyond our control (including but not limited to flood, storm, fire, strike, riot, civil commotion, natural disaster, act of God, emergency, war (whether declared or not)). However, we are responsible and accountable to you for the actions of our authorized agents and third party service providers (as described in the Code of Banking Practice). To the greatest extent permitted by Applicable Laws, we are not obliged to account to you if our relevant office or any correspondent or agent concerned is prevented from making payment to or for you.
本行對本行的任何代理行或代理人、任何政府或第三方或其他任何非本行所能合理控制的情況(包括但不限於洪水、風暴、火災、罷工、暴動、內亂、自然災害、天災、緊急情況、戰爭(無論是否宣戰))下的任何作為或不作為所導致的任何損失不承擔責任。本行對本行的獲授權代理人及第三方服務提供商的行為(如《銀行營運守則》所述)向閣下承擔責任。在適用法律允許的最大範圍內，若本行的相關辦事處或任何相關的代理行或代理人被阻止向閣下付款或為閣下付款，則本行沒有義務向閣下付款。

18.3 We are in any event not liable for any indirect, special, incidental or consequential damages.
在任何情況下，本行無須就任何間接、特別、附帶或相應而生的損失承擔法律責任。

18.4 Any information or recommendation provided by us is for your reference only. Unless otherwise expressly stated, it is not an offer. We are not responsible for its accuracy, completeness or timeliness, or for any decision made with the information or recommendation. 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.
本行所提供的任何資料或建議只供閣下參考，除非另有說明，並非一項要約。本行對其準確性、完整性或及時性，或就該等資料或建議所作的任何決定並不負責。閣下確認知悉， 本行並無就任何資料或任何投資結果作出任何陳述、擔保或保證。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閣下的要約前無須給予通知而更改。除另有說明外，閣下應付的價格並不包括(而閣下須額外支付)適用的稅項、稅費、交易徵費、合理費用及開支。

18.5 If we are found to be liable for any damages, the limits of our liability operate to the extent permitted by Applicable Law.
如本行須對任何損害賠償承擔責任，本行的責任不應超過適用法律所規定的範圍。

18.6 We shall not be responsible to recover a payment you have made to another person, or to resolve a dispute between you and that person.
本行無須負責追討閣下向另一人士作出的付款，或調解閣下與該名人士之間的爭議。

19. Notifications

通知

19.1 You undertake to promptly notify the Bank in writing:
閣下承諾從速以書面方式通知本行以下事宜：

(a) if any of the representations and warranties in all information provided in your application or other supporting documents delivered to us are no longer accurate or complete;
申請中提供的所有信息或其他文件的任何陳述及保證不再準確或完整；

(b) any change of the information provided to the Bank, including:
提供給本行的資料(包括以下各項)有任何變更：

(i) the beneficial ownership of assets held by the Bank for you;
本行代閣下持有的資產的實益擁有權；

(ii) change in citizenship, residency, tax residency, address(es) on record, telephone, facsimile or mobile number, electronic mail addresses or marital status;
公民身份、居住地或稅務常駐國家、在記錄內的地址、電話、傳真或手提電話號碼、電郵地址或婚姻狀況有變；

(iii) renewal of passport or change in other identity document (such as the Hong Kong identity card), including any change in passport or identity document number or name;
護照更新或其他身份證明文件(例如香港身份證)有任何變更，包括護照或身份證明文件的號碼或姓名有變；

(iv) the Authorized Signatory(ies) or signing requirements in respect of the Account;
賬戶的獲授權簽署人士或簽署規定；

(c) in the event that any order or warrant is issued against you or any of your assets under any Applicable Laws/legislation concerned with anti-money laundering, counter-terrorist financing, financing of proliferation of weapons of mass destruction and financial sanctions, including the Anti-Money Laundering and Counter-Terrorist Financing (Cap. 615 of the Laws of Hong Kong), Drug Trafficking (Recovery of Proceeds) Ordinance (Cap. 405 of the Laws of Hong Kong), Organised and Serious Crimes Ordinance (Cap. 455 of the Laws of Hong Kong), the United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575 of the Laws of Hong Kong), the United Nations Sanctions Ordinance (Cap. 537 of the Laws of Hong Kong), and the Weapons of Mass Destruction (Control of Provision of Services) Ordinance (Cap. 526 of the Laws of Hong Kong); and
如根據任何適用的打擊清洗黑錢、打擊恐怖分子集資、大規模毀滅武器擴散資金籌集及金融制裁有關的法律/法例，包括《打擊洗錢及恐怖分子資金籌集條例》(香港法例第 615 章)、《販毒(追討得益)條例》(香港法例第 405 章)、《有組織及嚴重罪行條例》(香港法例第 455 章)、《聯合國(反恐怖主義措施)條例》(香港法例第 575 章)、《聯合國制裁條例》(香港法例第 537 章)及《大規模毀滅武器(提供服務的管制)條例》(香港法例第 526 章)，閣下或其任何資產被發出任何命令或手令；及

(d) the occurrence of any Event of Default or Termination Event or any event which may potentially constitute an Event of Default or a Termination Event or which with the

passing of time or the giving of notice or both, would constitute an Event of Default or any other event which might affect your ability to perform your obligations under or in connection with the Agreement.
當發生任何違約事件或終止事件，或可能構成違約事件或終止事件的任何事件，或隨時間過去或在發出通知後(或兩者俱備時)會構成違約事件的任何事件，或可能影響客戶能否履行協議之下或相關的義務的任何其他事件。

20. Recording and Document Retention
錄取及文件保存

20.1 Further to the Data Policy Notice included in these Terms and Conditions and available at hk.czbank.com , and subject to any Applicable Law, the Customer consents to the Bank:
除載於此等條款與細則及可於 hk.czbank.com 查閱的資料政策通告外，以及在任何適用法律的規限下，客戶同意本行：

(a) recording all telephone calls, oral Instructions and electronic mail communication from you and any Authorized Person to the Bank; and
錄取閣下及任何獲授權士致電本行的所有電話通話及給予本行的所有口頭指示及電郵通訊；及

(b) videotaping or recording them on camera at terminals or other facilities through which instructions are given.
利用終端機的攝影機或發出指示的其他設施將以上各項進行錄影或錄音。

20.2 The Bank may, but is not required to, inform you or any Authorized Person on each occasion that it makes such a recording. All such recordings are the property of the Bank and are collected for the purpose of being, and are agreed by you to be, conclusive evidence of the instructions, information and/or content. You undertake, represent and warrant that you have notified, and obtained the consent of, the Authorized Person(s) to the recording process described in Clause 20.1 above. All such recordings shall be admissible in evidence in any proceedings and you agree not to challenge or dispute the admissibility, reliability, accuracy or authenticity of the contents merely on the basis that such recordings were incorporated and/or set out in electronic form or are produced or were the output of a computer system.
本行每次進行錄取時，可(但非必須)告知閣下及任何獲授權人士本行作出錄取。所有該等錄製品均屬本行財產，收集的目的是作為有關指示、資料及／或內容的終局性證據，而閣下亦予以同意。閣下承諾、陳述及保證，閣下已就以上第 20.1 條所述的錄取程序通知獲授權人士並取得其同意。所有此類錄製品在任何法律程序中可獲接納為證據，閣下同意不會純粹由於此類錄製品以電子形式收納及／或列載或經電腦系統製作或輸出，而對其內容的可接納性、可靠性、準確性或真確性提出反對或爭議。

20.3 The Bank may set retention periods after which originals may be destroyed. Microfilm or other imaged copies may be taken and retained in place of the original documents and such imaged versions are regarded as of equivalent authenticity and effect as the originals. Consistent with the Data Policy Notice, the Bank will only keep data for as long as is reasonably required for the purpose for which it was collected.
本行可訂定保存期限，並可能在期限過後銷毀正本。正本可能會被製成縮微膠卷或其他影像副本並予以保留及代替正本文件，此類影像版本應被視為與正本具有同等真確性及效力。在符合資料政策通告的原則下，本行僅於收集資料的用途上合理地需要的期間內保存有關資料。

21. Information
資料

21.1 We may disclose any information about your account to: (a) any financial institutions or merchants with which you have or propose to have any dealing or any credit reference agencies, (b) any proposed or actual participant or sub-participant in, or assignee or transferee of, any of our assets or business, (c) any professional advisers, agent, contractor or provider of any service to us, (d) associated companies or Affiliates, (e) any person under a duty of confidentiality to us, (f) any person pursuant to a requirement of law or an order of any government authority or court, (g) any Authorized Person or any security provider, and (h) anyone we consider necessary in order to provide you with our Services; whether any of the abovementioned parties are located in Hong Kong or elsewhere.
本行可將閣下的賬戶任何資料向如下人士披露：(a) 與閣下進行或擬進行任何交易的任何金融機構或商家，或任何信貸資料機構；(b) 本行任何資產或業務的擬參與或實際參與的參與者或次參與者、受讓人或承讓人；(c)任何向本行提供服務的任何專業顧問、代理人、分判商或服務供應者；(d) 聯營公司或聯屬公司；(e) 對本行有保密責任的任何人士；(f) 根據相關法律規定或任何政府機關或法院的命令要求向其作出披露的任何人士，(g) 任何獲授權人士或任何抵押提供者，及(h) 任何本行認為有必要的人士, 以便為閣下提供本行的服務; 無論任何以上述及的各方是在香港或其他地方。

21.2 You confirm that you have received, read and understood our Data Policy Notice and you agree to be bound by them.
閣下確認閣下已收到、閱讀並理解本行的資料政策通告，並同意受其約束。

21.3 You warrant that you will obtain the prior consent of your Authorized Persons before giving their names and other personal data to us.
閣下保證閣下將在取得其獲授權人士的事先同意後，方向本行披露其姓名及其他個人資料。

21.4 You confirm that all information you give us at any time is true and complete in all material respects. You will promptly notify us of any material change to that information. We are authorized to conduct credit and other enquiries to verify the information provided.
閣下確認閣下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。該等資料如有任何重大更改，閣下將迅速通知本行。本行獲授權進行信貸及其他查詢，以核實閣下所提供的資料。

22. Tax Compliance
稅務合規

22.1 You and any person acting on your behalf acknowledge that it is your sole responsibility to understand and comply with your tax obligations in all jurisdictions in which those obligations arise and relating to the opening and use of accounts or Services provided by us. Such tax obligations include but not limited to tax payment or filing of returns or other required documents to relevant tax authorities (which mean any government, government body, government agency or regulator, in or outside of Hong Kong, including, without limitation, the Inland Revenue Department of Hong Kong and the Internal Revenue Service of the United States (“US”)). Certain countries have tax legislation with extraterritorial effect regardless of your place of domicile, residence, citizenship or incorporation. You are advised to seek independent legal and tax advice and neither we nor our agents provide legal and tax advice.
閣下及任何代表閣下行事的人士確認閣下須自行負責了解及遵守閣下在所有司法管轄區

產生並與於本行開立賬戶及使用本行提供的服務的稅務責任。該等稅務責任包括但不限於繳納稅款或向有關稅務機關(即任何在香港境內或境外的政府、政府單位、政府機構或監管機構，包括香港稅務局及美國國稅局)提交報稅表或其他所需文件。某些國家訂立了具治外效力的稅務法例，不論閣下的居籍、居留地、公民身份或註冊成立地點。閣下務須尋求獨立法律及稅務意見，本行或本行代理人概不會提供法律及稅務意見。

22.2 You undertake to provide us with information, documents and certificates as reasonably required by us in order to meet our obligations imposed by applicable Inter-jurisdictional Tax Compliance Rules. You acknowledge and agree that this may include information, documents or certifications in connection with you, your Authorized Persons, other representatives or your beneficial owners and agree to promptly notify us of any changes to these details. "Inter-jurisdictional Tax Compliance Rules" includes but without limitation to:
閣下承諾向本行提供本行合理地要求的資料、文件及證明書，以履行適用的司法管轄區之間的稅務合規規則對本行施加的責任。閣下確認及同意此可包括閣下本人、獲授權人士、其他代表或閣下的實益擁有人的資料、文件及證明書，並同意儘快通知本行此等資料的任何變動。「司法管轄區之間的稅務合規規則」包括但不限於：

(a) Foreign Account Tax Compliance Act ("*FATCA*"), which means:
「外國賬戶稅務合規法案」，乃指:

(i) sections 1471 to 1474 of the US Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
《1986 年美國國內稅收法（經修訂）》第 1471 至 1474 條，或其任何經修訂或繼後版本；

(ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with Clause 22.1 above, as entered into by the government of Hong Kong;
香港政府訂立的關於上述第 22.1 條的政府與監管機構的任何政府間協議、諒解備忘錄、承諾書及其他安排；

(iii) agreements between us and the Internal Revenue Service of the US or other regulator or government agency pursuant to or in connection with Clause 22.1 above; and
本行與美國國稅局或其他監管機構或政府機構根據或就上述第 22.1 條所訂立的協議；

(iv) any laws, rules, regulations, interpretations or practices adopted in the US, Hong Kong or elsewhere pursuant to any of the foregoing; and
任何根據前述在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或慣例；及

(b) "Tax Information Sharing Arrangements", which means any local or foreign laws, regulations and rules including, without limitation to, the obligations under FATCA and associated rules and regulations and other international exchange arrangements affecting us.
「稅務資料分享安排」，乃指任何本地或外國法律、規例及規則，包括但不限於外國賬戶稅務合規法案下的責任、相關規則及規例，以及其他影響本行的國際交換安排下的責任。

22.3 You acknowledge and agree that we may report and disclose any information (including but not limited to your identification details), document, certification or account details (including but not limited to the relevant account balances, gross amounts of relevant interest incomes, dividend incomes and withdrawals) given by or relating to you, any beneficial owners, any Authorized Persons or other representatives, any account with us or any Transaction to the tax authorities, as required under the applicable local or foreign laws, regulations and rules and as determined by us. You also acknowledge and understand that our obligations imposed by applicable local or foreign laws are continuous.
閣下確認及同意，本行可根據適用的本地或外國法律、規例及規則，由本行決定向稅務當局報告及披露閣下、任何實益擁有人、任何獲授權人士或其他代表所提供或有關閣下、任何實益擁有人、任何獲授權人士或其他代表的任何資料(包括但不限於閣下的身份資料)、文件、證明或賬戶資料(包括但不限於有關的賬戶結餘、有關利息收入、股息收入及提款總額)。閣下亦確認及明白適用的本地或外國法律對本行施加的責任是連續性的。

22.4 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 our Services. Failure to supply the information may result in us being unable to effect a Transaction, provide the Services or operate or maintain any account with us. It may also result in us having to withhold or deduct amounts as required under the local or foreign laws, regulations and rules.
閣下在本行設立或延續任何賬戶或本行提供服務，需不時向本行提供身份資料及個人資料。未能提供資料可導致無法完成交易、提供服務或操作或維持在本行的任何賬戶，亦可能導致本行須根據本地或外國法律、規例及規則預扣或扣除款項。

22.5 Without limiting any other indemnity provided by you, you will indemnify us, our Affiliates or agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from your instructions, account or provision of Services to you, including as a result of any of your failure to comply with these Terms and Conditions or any other undertakings given by you or your agent providing misleading or false information in respect of yourself or any other person or matter in connection with these Terms and Conditions, unless we are grossly negligent or guilty of wilful misconduct.
在不影響閣下提供的任何其他彌償保證下，閣下須按要求就因閣下指示、賬戶或向閣下提供的服務所產生的任何法律責任、合理損失或開支(包括稅項及徵費)向本行、本行之聯屬公司或代理人作出彌償，包括因閣下未能遵守此等條款與細則或閣下給予的任何其他承諾或閣下的代理人就閣下本人或任何其他人士或事項提供有關此等條款與細則具誤導性或虛假的資料，除非本行疏忽或本行的故意不當行為有罪。

23. <u>Evidence</u>
<u>證據</u>

23.1 Subject to the Applicable Laws and regulations, and in addition to our Data Policy Notice, you consent and authorize us to record all telephone calls, oral instructions and electronic mail communications from you and/or any Authorized Persons to us. We may inform you or any Authorized Persons on each occasion that we make such a recording. You undertake, represent and warrant that you have notified and obtained the consent of your Authorized Persons to the recording process described above.
根據適用法律和規定，及除了本行的資料政策通告之外，閣下同意並授權本行將一切閣下及／或任何閣下的獲授權人士與本行的電話通話、口頭指示和電子郵件記錄或錄音。本行可在上述的每次情況下將錄音或記錄之事告知閣下或任何獲授權人士。閣下承諾、聲明及保證已通知並獲得獲授權人士對上述記錄或錄音事宜的同意。

23.2 Our records (whether in paper, microfilm, electronic or any other form) of Transactions with you and the statements, notices and messages sent to or received from you are, save to the extent of manifest error, conclusive and binding on you. You agree that all recordings in Clauses 20.1 and 20.2 shall be admissible in the courts as evidence of the existence of the Transactions and messages, and of the facts contained in them, to the extent permitted by Applicable Law.
本行對與閣下進行交易的記錄(不論以紙張、縮微膠卷、電子或任何其他方式)及發給閣下及收到來自閣下的訊息，是終局性的並對閣下具有約束力，但有明顯的錯誤除外。閣下同意所有第 20.1 條與 20.2 條項下有關的所有記錄可在適用法律下，被法庭接納為證明該等交易及訊息確實存在及其中記錄的所載事實的證據。

23.3 We may set retention periods after which originals may be destroyed. Microfilm or other imaged copies may be taken and retained in place of the original documents and such imaged versions are regarded as of equivalent authenticity and effect as the originals. We will only keep data for as long as is reasonably required for the purpose for which it was collected.
本行可設置記錄的保留期限，並在此之後銷毀記錄的原件。記錄原件的縮微膠卷或其他圖像副本可代替原件予以保存，且該些圖像副本被視為與原件在真實性和效力上具有同等效力。本行僅會在符合記錄收集目的所需的合理時間內保存該等記錄。

24. Financial Crime Prevention Compliance
防止金融犯罪合規

24.1 We are required to act in accordance with Applicable Laws, regulations, policies (including our policies) and request of statutory and regulatory authorities operating in various jurisdictions. These relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other Services to any persons which may be subject to sanctions. We may in our sole discretion take any action as we consider appropriate to comply with all such laws, regulations, policies and requests. Such action may include but is not limited to:
本行須根據不同司法管轄區內的法定及監管機構的適用法律、規例、政策(包括本行政策)及要求行事。其中包括關於防止洗黑錢、恐怖分子資金籌集、賄賂、貪污、實際或試圖逃稅、欺詐及向任何可能受到制裁的人士提供金融或其他服務。本行具有全權酌情權決定採取本行認為適當的任何行動，以遵守所有有關法律、規例、政策及要求。有關行動可能包括但不限於：

(a) screening, intercepting and investigating any instruction, drawdown request, application for Services, payment or communication sent to or by you (or on your behalf) and to or from your account;
審查、截取及調查任何向閣下發出或由閣下(或代表閣下)發出，向或從閣下賬戶的任何指示、用款要求、服務申請、付款或通訊；

(b) investigating and making further enquiries as to the source of fund or intended recipient of funds, the status and identity of a person or entity, whether they are subject to a sanction regime, and whether a name which might refer to a sanctioned person /entity actually refers to that person/entity;
資金的來源或預定收款人、個別人士或實體的狀況及身份進行調查及作進一步查詢，不論他們是否受制裁制度限制，及被指稱被制裁人士／實體的名稱是否確實指稱該名人士／實體；

(c) combining and using information about you, your personal data, beneficial owners, authorized Persons and other representatives, accounts, Transactions, use of our

Services with other related information possessed by us or our Affiliates;
將有關閣下、閣下的個人資料、實益擁有人、獲授權人士及其他代表、賬戶、交易、使用本行服務的資料與本行或本行聯屬公司管有的其他相關資料合併及使用；

(d) delaying, blocking, suspending or refusing to process any payment or instruction to you or by you in our sole discretion;
按本行全權酌情權決定，延遲、阻截、暫停或拒絕處理給予閣下或由閣下發出的任何付款或指示；

(e) refusing to enter or conclude Transactions involving certain persons or entities;
拒絕訂立或完成涉及若干人士或實體的交易；

(f) terminating our relationship with you;
終止本行與閣下的關係；

(g) reporting suspicious Transactions to any authority; and
向任何機關匯報可疑交易；及

(h) taking any other actions necessary for us or our Affiliates to meet any legal, regulatory or compliance obligations.
採取本行或本行聯屬公司認為必要的任何其他行動，以履行任何法律、規管或合規責任。

24.2 To the extent permissible by law, neither we nor any of our agents shall be liable for any loss (whether direct or consequential and including without limitation, loss of profit or interest) or damage suffered by you or any third party, caused in whole or in part in connection with Financial Crime Prevention Compliance. For the purpose of this Clause 24, *"Financial Crime Prevention Compliance"* means any action to meet the compliance obligations relating to detection or prevention of financial crime that we may take.
在法律容許的情況下，本行或本行的任何代理人概不就閣下或任何第三方所蒙受，全部或部分因防止金融犯罪合規事項而導致的任何損失(不論直接或相應產生，並包括但不限於利潤或利息的損失)或損害承擔法律責任。本第 24 條「防止金融犯罪合規」指本行可就偵測或防止金融犯罪以履行合規責任所採取的任何行動。

25. Debt Collection
債務催收

The Bank is entitled to retain debt collection agent(s) to collect any sum due to be paid to the Bank but remains unpaid by you under the Agreement and these Terms and Conditions. You agree and acknowledge that you have been warned that you shall indemnify and keep the Bank indemnified on a full indemnity basis from and against all cost, fees and expenses which the Bank may reasonably incur in employing debt collection agent(s).
本行有權聘用催收代理人以催收閣下在協議及此等條款與細則項下到期未付的任何款項。閣下同意並確認已被忠告，閣下須以全額賠償基準賠償本行在聘用催收代理人時所合理地產生的全部收費、費用開支。

26. Amendment
修訂

26.1 You agree and accept that subject to the Applicable Laws, the Bank may unilaterally amend the

provisions or schedules contained in the Agreement and/or these Terms and Conditions at any time in such manner and to such extent as the Bank may from time to time in its sole discretion consider fit and such amendment shall be effective and binding on you upon the Bank's giving you written notice or by way of displaying the amendment in a prominent position of the Bank's office premises or in such other manner as the Bank shall in its sole discretion consider fit, of not less than 30 days (or such longer period as prescribed by the Applicable Laws) in advance.
閣下同意及接受於適用法律規管的前提下，本行可給予閣下書面通知的情況下或通過張貼有關書面通知於銀行營業地點的顯眼處或其他本行酌情認為合適的方式(而該等通知須提前不少於 30 天或適用法律規定的較長時間致送閣下)，不時按本行的獨有酌情權認為合適的方式及範圍，於任何時候單方面修訂協議及/或該等條款與細則的條文及附表，而該修訂便會生效及對客戶有約束力。

26.2 Where you refuse to accept the amendment and choose to terminate the relevant bank account or (as the case may be) the relevant Service(s) to which the amendment relates within a reasonable period, the Bank shall, on your application, repay any annual or other periodic fee (if any), which can be separately distinguished, paid in advance in relation to such bank account or (as the case may be) Service(s) on a pro rata basis unless the amount involved is minimal.
若在一段合理時間內，閣下拒絕接納有關修訂並選擇終止受修訂影響的有關銀行賬戶或(視情況而定)有關服務，本行可在閣下申請下，按比例退還閣下已預先就有關賬戶或(視情況而定)有關服務繳付的可獨立區分的任何年費或定期收費(若有)，除非涉及的款額很小。

27. No Waiver
不構成棄權

27.1 No failure or delay by the Bank in exercising or enforcing any right or remedy shall constitute a waiver of such right or remedy or limit, prejudice or impair the Bank's right to take any action or to exercise any right or remedy against you without notice or demand, or render the Bank responsible for any losses arising therefrom nor shall any single or partial exercise by the Bank of its rights preclude any other or further exercise thereof or the exercise of any other rights or remedies. The Rights of the Bank are cumulative and not exclusive of any other rights, power, privilege, claim or remedy available at law or otherwise.
若本行未有或延遲行使或強制執行任何權利或濟助，均不構成本行放棄該權利或濟助，及不會限制、損害或妨礙本行可無須作出通知或要求而對閣下採取任何行動或行使任何權利或濟助的權利，也不會使本行須負責因而引致的任何損失，而本行單一次或部分行使權利亦不妨礙本行下次或進一步行使該權利或行使任何其他權利或濟助。本行的權利是可累積的，而且不排除根據法律或其他原因享有的任何其他權利、權力、優先權、權利主張或濟助。

27.2 Without limiting the foregoing, no waiver by the Bank of any breach of the Agreement shall be deemed to be waiver of any subsequent breach by you.
在不限制上述的原則下，本行單一次放棄追究客戶違反協議，不得視為本行放棄追究閣下其後的任何違反行為。

27.3 Time shall be of the essence but the Bank may grant time or other indulgence to you or any other person, without in any way impairing or affecting any of the Bank's rights as against you or any such other person.
時間是重要因素，但本行可向閣下或任何其他人士給予時間或其他寬限，而不會以任何方式損害或影響本行對閣下或該等其他人士享有的權利。

27.4 The Bank may accept late or partial payment of amounts due to the Bank or as settlement of

any matters in dispute, without prejudice to any of the Bank's rights under the Agreement or at law, and it shall not be treated as an amendment to the Agreement nor waiver thereof.
本行可接納延遲或部分支付本行的應收款項或任何爭議事項的和解付款，但無損本行在協議或法律下的權利，且不應視為對協議作出修訂或放棄有關權利。

28. Change in Status
狀況變動

28.1 Your obligations and liability under the Agreement shall continue to be in full force and effect and be binding on you notwithstanding
即使出現以下情況，閣下在協議之下的義務及法律責任仍具有十足效力和作用並對閣下有約束力：

(a) your death, incapacity (whether mental incapacity or otherwise), bankruptcy or other legal disability; or
閣下身故、無行為能力(不論是精神上無行為能力或其他情況)、破產或在法律上無行為能力；或

(b) any change by amalgamation, reconstruction or otherwise which may be made to the constitution of the Bank and any sale of all or any part of the Bank's undertaking and assets to another person.
本行的組成因合併、重組或其他原因而出現任何變動，及本行向他人出售其全部或任何部分業務及資產。

28.2 Upon the death of you, all rights in and to the account and assets shall automatically pass and be vested in your personal representatives who shall be liable to the Bank for all charges, obligations and liabilities of all accounts and assets. Subject to any applicable legal obligations, the Bank shall hold any assets for your personal representative(s) and may release the same (without any liability or obligations on our part) in accordance with the written instructions of any such personal representative(s).
在閣下身故後，賬戶及資產的所有權益將自動轉移及歸於閣下的遺產代理人名下，而遺產代理人須向本行承擔所有賬戶及資產的所有收費、義務及法律責任。在任何適用法律義務的規限下，本行將為閣下的遺產代理人持有任何資產，並且在不承擔任何法律責任或義務的情況下，根據任何該等遺產代理人的書面指示，釋放該等資產。

28.3 The Agreement shall be binding on and enforceable against the heirs, personal representatives and successors in title of you and binding on and enforceable by the successors in title and assigns of the Bank.
協議對閣下的繼承人、遺產代理人及所有權繼承人有約束力及可對其強制執行，並對本行的所有權繼承人及受讓人有約束力及可由其強制執行。

29. Rights of Third Parties
第三者權利

Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any provision of these Terms and Conditions. Notwithstanding any provision of these Terms and Conditions, the consent of any third person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions at any time.

除非在此等條款與細則中有另有相反的明文規定，不是此等條款與細則一方的第三者在《合約（第三者權利）條例》(香港法律第 623 章)下沒有權利強制執行此等條款與細則的任何條款或享有此等條款與細則的任何條款的利益。盡管此等條款與細則的任何規定，在任何時候撤銷或更改此等條款與細則不需要非此等條款與細則一方的第三者的同意。

30. Miscellaneous
其他事項

30.1 These Terms and Conditions shall apply in addition to other rules, terms, conditions and requirements applicable to the use of the accounts and/or Services (as may be amended or modified by the Bank from time to time). In case of any inconsistency or discrepancy between the rules, terms, conditions and requirements applicable to the use of the accounts and/or Services and these Terms and Conditions, the former shall prevail, unless otherwise specified.
此等條款與細則與其他可能由本行不時修訂或修改並適用於賬戶及／或服務之使用的規則、條款、條件及要求一併適用，但如前述規則、條款、條件或要求與此等條款與細則之間有任何不一致之處或歧義，除非另有述明，否則應以前者為準。

30.2 You agree to comply with the rules, terms, conditions and requirements applicable to your use of accounts and/or Services, as may be amended or modified by us from time to time with notice to you. Your use of the accounts and/or Services is also subject to the rules of the Hong Kong Association of Banks, and of any organization providing clearing, settlement or similar services to us. We may do or refrain from doing anything that we believe is required in order to comply with any laws, regulations, rules and practices, 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.
閣下同意遵守適用於閣下使用本行賬戶及／或服務的規則、條款、條件及要求，本行會不時修改或修訂此些規則、條款、條件及要求，並通知閣下。閣下使用本行的賬戶及服務亦受香港銀行公會及向本行提供交收、結算或類似的服務的任何組織的規則限制。本行可作出或不作出本行相信所需的任何事宜，以遵守任何法律、規則、規定或常規(包括監管機構、香港銀行公會、交易所及結算所的規定、守則、指引及慣例)。以上所有行動及不作為均對閣下具約束力。

30.3 You will only use our accounts and Services for lawful purpose.
閣下只會使用本行的賬戶及服務作合法用途。

30.4 You will, where necessary, obtain and maintain at your own cost, suitable equipment, facilities and connections (including computer, software and communications connections) to access a Service. You are responsible for all telecommunication, internet service and other charges incurred in using a Service.
閣下將(如有需要)取得及維護合適的設備、設施及連接(包括電腦、軟件及通訊連接)以使用服務，費用由閣下承擔。閣下負責使用服務產生的一切電話、互聯網服務及其他的收費。

30.5 We may at any time recover from you any erroneous payment.
本行可於任何時間向閣下追討任何錯誤支付的款項。

30.6 We may, at any time, assign, novate or transfer any of our rights and/or obligations under these Terms and Conditions and deliver all or any of the assets held by us to the successor, assignee or transferee, who shall then be vested with all the rights and/or obligations formerly vested in us and we shall thereafter be relieved and fully discharged from any liability or responsibility thereto. These Terms and Conditions shall be binding on you and your successors and personal

representatives. You may not assign, transfer or encumber your account or any Transaction with us to any third party without our prior written consent.
本行可以隨時轉讓、更替或出讓本行在此等條款與細則下的任何權利及 / 或義務，並將本行持有的全部或任何資產移交給繼承人、受讓人或承讓人，此前由本行承擔所有權利及 / 或義務將被解除，並完全免除本行在此些權利及 / 或義務下所承擔的任何責任。此等條款與細則應當對閣下及閣下的繼承人和個人代表具有約束力。未經本行事先書面同意，閣下不得將閣下的賬戶或與本行的任何交易轉讓、出讓或抵押給任何第三方。

30.7 Our rights are not affected by your death, legal incapacity, bankruptcy or liquidation. After receipt notice of your death or incapacity, your account(s) can only be operated by your personal or other legal representative upon production of such evidence as required by us.
本行的權利不因閣下的身故、法律上無能力、破產或清盤而受影響。在本行收到閣下身故或失去法定能力的通知後，閣下的賬戶只可由閣下的個人或其他法定代表於出示本行要求的證明下才可操作。

30.8 A failure or delay in exercising our right will not operate as a waiver, and a single or partial exercise of our right will not preclude any further exercise of that right or the exercise of any other right. Our rights are cumulative and not exclusive of any other rights, power, privilege, claim or remedy available at law or otherwise.
未能行使或延遲行使本行的權利將不會構成本行放棄權利，並且僅單次或部分行使本行的權利也不會妨礙本行對該權利的任何進一步行使或任何其他權利的行使。本行的權利是累積的，並不排除本行在法律或其他方面所適用的任何其他權利、權力、特權、權利主張或濟助。

30.9 These Terms and Conditions constitute the entire agreement and understanding of you and us with respect to the subject matters and supersede all oral communication and prior writings with respect thereto.
此等條款與細則構成閣下與本行對於主旨事項的全部協議及共識，並取代所有有關的口頭通訊及以往的書面記錄。

30.10 If at any time any provisions or any part of any provisions of these Terms and Conditions become illegal, invalid or unenforceable in any respect under the laws of Hong Kong, the legality, validity or enforceability of the remaining provisions are not affected or impaired thereby.
若在任何時候根據香港法律，此等條款與細則項下的任何規定或任何規定中的任何部分成為在任何方面非法的、無效的或不可執行的，則其餘條文的合法性、有效性或可執行性不會因此受到影響或損害。

30.11 Without affecting other methods of communications under these Terms and Conditions, communications are deemed to be received by you:
在不影響此等條款與細則項下的其他通訊方式的情況下，閣下將在下列情況下被視為已收悉通訊：

(a) on posting for 3 Business Days in one or more of our banking halls in Hong Kong;
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) when posted on our website;
當通訊在本行網站刊登；

(c) 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 outside Hong Kong; or

當通訊遞交至閣下在本行記錄中的任何地址，或郵寄予該地址 48 小時後(或如屬香港境外地址則為 7 日後)；或

(d) when sent by electronic mail or facsimile to any of your email address or facsimile number on our record,
當通訊以電子郵件或圖文傳真發送往本行記錄中的電郵地址或圖文傳真號碼，

notwithstanding return through the post (in the case of a mailing), or your death or incapacity.
即使郵件被退還(如屬郵寄)，或閣下已身故或喪失能力。

30.12 We will endeavour to notify you in advance of any activities in your accounts. You acknowledge that we reserve the right in relation to take any necessary or appropriate action with respect to the accounts permitted by and/or required by laws or regulations without prior notice to you in advance of any such action.
本行將盡力提前通知閣下賬戶的任何活動。閣下確認本行有權根據法律或法規允許及 / 或要求就賬戶採取任何必要或適當的行動，而不需提前通知閣下任何該等行動。

30.13 For the avoidance of doubt, it is hereby expressly declared that these Terms and Conditions shall continue to apply and have effect irrespective whether or not any notice of change in your name has in fact been sent to and received by us.
為免生疑義，特此明確聲明，不論閣下名稱變更通知是否已實際向本行發出及為本行所收到，此等條款與細則將繼續適用且具有效力。

30.14 Unless otherwise provided herein, we may at any time and without giving any reason therefor, block or suspend any account (and later remove the block or suspension) or withhold any amounts in any account, in each case for such duration as we deem fit. We will give reasonable prior notice to you, to the extent practicable and permitted by Applicable Laws. Notwithstanding the foregoing, under exceptional circumstances, no prior notice to you is required. Such exceptional circumstances may include, without limitation, where the account or Service is being used for criminal activities or is not maintained in a manner satisfactory to us or if we are required by Applicable Laws to do so, or if we need to comply with internal policies (which will be notified to you in advance) or with any applicable order or sanction of an authority or court or regulatory body of the competent jurisdiction. You shall not hold us responsible for any loss or damage suffered thereby.
除非於此另行訂明，否則本行可以隨時及不出示任何理由的情況下，在本行認為適當的期限內凍結或暫停任何賬戶(及隨後撤消凍結或暫停)或扣留任何賬戶中的任何資金。在適用法律允許的範圍內，本行會給予閣下提前合理通知。儘管有上述規定，但在特殊情況下， 亦無須事先通知閣下。此類特殊情況可能包括但不限於以下情況：賬戶或服務被用於犯罪活動，或賬戶或服務的操作未為本行信納或本行需遵守適用法律的規定，或本行需要遵循內部政策(將事先將該政策通知閣下), 或需要遵循本行所受司法管轄區的有權機構、法院或監管機構的任何適用的命令或制裁。閣下不得為由此而蒙受的任何損失或損害要求本行負責。

30.15 We have the right to restrict the access to an account or impose conditions and service charges thereof if such account has been inactive for a period as determined by us.
如果賬戶在本行確定的一段時間內處於無活動狀態，本行有權限制使用該賬戶，並施加條件及服務費用。

30.16 The ownership and all copyright and other intellectual property rights of any nature in or relating to our Services, website, materials, software or documentation vested 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. 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.
對於或有關本行的服務、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。閣下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。閣下不可複製、散播、利用或更改本行所提供的任何資料(包括軟件)，或使用該等資料作供閣下本身參考以外的任何用途。

30.17 The English version of these Terms and Conditions shall prevail over the Chinese version.
此等條款與細則之英文版本均凌駕其中文版本。

31. Governing Law and Jurisdiction
管轄法律及司法管轄權

31.1 These Terms and Conditions applicable to each bank account, Service, and all Transactions with you are, unless otherwise expressly agreed, governed by the laws of Hong Kong. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
除另行明示議定外，適用於每一銀行賬戶、各項服務及與閣下進行的所有交易的此等條款與細則均須受香港特別行政區的法律管轄。雙方均接受香港法院的非專屬性司法管轄權管轄。

31.2 You shall be aware of the laws in your country or jurisdiction with regards to your banking accounts and Services with us in Hong Kong and we shall not be liable for any loss as a result of your non-compliance with any regulations, laws or legal process of your country or jurisdiction.
有關在香港閣下與本行開立銀行賬戶及使用服務，閣下須知悉其國家或司法管轄區之相關法律，而且本行不須就任何閣下不遵循閣下國家或司法管轄區之任何規則、法律、法律程序所引致之損失負責。

Part B Bank Accounts Services
B 部 銀行賬戶及服務

This Part B will only apply if you choose to open and/or use any of our bank accounts services below. The provisions in this Part B should be read in conjunction with the General Provisions in Part A of these Terms and Conditions. In the event of any inconsistency between the provisions in Part A and Part B, the provisions in Part B shall prevail.
B 部只於閣下開立及／或選用以下銀行賬戶服務時適用。B 部的條文須與 A 部的一般條文一併閱讀。如 A 部與 B 部的條文有任何歧義，應以B 部的條文作準。

Section (I) Deposits
第(I)段 存款

1. This provision shall apply to deposits placed with us by any means as may be made available by us from time to time. Deposits may only be placed with us in such manner as may be determined by us from time to time. All deposits are subject to verification.
本條文適用於本行不時提供的任何方式向本行存入之存款。存款只能以本行可能不時決定的方式存入。所有存款均須進行核查。

2. We may require a minimum deposit balance to be maintained in each of your account(s) over

such periods as determined by us. Deposit balances below our prescribed minimum amount may not earn interest, and may be subject to a charge in the amount determined by us. We may limit the amount that may be deposited.
本行可能要求閣下的賬戶在本行所決定的一段時期內維持最低的結餘。低於本行所訂的最低結餘的存款可不計算利息，並可能須支付費用，費用金額由本行決定。本行可以限制可存入的存款金額。

3. Deposits not made in cleared funds, including but not limited to cheques drawn on a bank in Hong Kong, may not be available to be drawn or used and do not become effective, until the proceeds have been unconditionally received by us. Such deposits are accepted at our discretion and only for collection. Our and third parties' charges will be debited from the collection proceeds. Acting reasonably, we are not liable for any loss or destruction in the process of collection or otherwise or for any loss arising from any failure or delay to present an item.
以尚未結算資金作出的存款(包括但不限於由香港銀行付款的支票)，在本行無條件地收到相應款項前均不可提取或使用，且不屬於有效存款。是否接受該等存款由本行酌情決定，若接受亦僅為託收之目的。本行及第三方的收費將從託收所得的款項中扣除。在本行合理地行事的情況下，本行對在託收或其他過程中的任何損失或毀壞，或因沒有或延遲支付某項目而導致的任何損失，概不負責。

4. Items drawn on overseas drawees may be given immediate value on the date of deposit subject to a charge in the amount determined by us (which includes interest to cover the period until cleared funds are received). Deposits funded by overseas items may not be withdrawn once deposited until after a period determined by us.
本行可就向海外付款人收款的支付工具於存入日期即時計值，但閣下須支付由本行決定的費用(其中包括涵蓋直至收到已結算款項為止的期間內的利息)。以海外票據提供資金的存款，在存款後可能不能夠即時提取，而須在本行決定的一段時期後方可提取。

5. Cheques drawn on foreign banks will be accepted for deposit at our discretion.
由國外銀行開具的支票，本行將酌情處理是否接受為存款。

6. We may at any time without giving any reason refuse to accept any cheque or financial instrument in any currency for deposit (including without limitation in cases where the payee's name is not identical to your name). If any cheque or financial instrument is deposited after our daily cut-off time, it may not be processed until the following Business Day.
本行可隨時拒絕接受任何幣別的支票或金融工具作為存款(包括但不限於支票收款人姓名與閣下姓名不符的情況)，而不給予任何原因。如果支票和其他金融工具在本行每日截止時間之後存入，則可能直至本行下一個營業日方可處理。

7. We may recover from you any loss arising from the non-payment of an item including any drawing against the item. We may reverse any credit entry and levy a charge. We may, at your risk, return an unpaid item by post to you.
本行可就因支付工具沒有付款(包括就該支付工具的任何提款)而引起的任何損失向閣下追討。本行可沖銷任何存款記賬並徵收費用。本行可以將未付款的支付工具郵寄回閣下，風險由閣下承擔。

8. We may give you details of any cheque deposited into an account which is dishonoured as soon as practicable.
本行可在實際可行的情況下盡快向閣下提供任何存入賬戶而不兌現支票的詳細資料。

Section(II) Withdrawals/Funds Transfers

第(II)段 提款／款項轉賬

1. Withdrawals from each type of account may only be made in such manner and on such terms and conditions as may be prescribed by us from time to time upon notice to you. Only cleared funds may be withdrawn.
各類賬戶的提款僅可按本行不時規定並通知閣下的方式、條款及細則進行。只有已結算的款項才能被提款。

2. Withdrawals from each account may be made only upon receipt by us of withdrawal instructions satisfactory to us, and you shall be liable for all such instructions irrespective of whether the relevant account is in credit or otherwise. However, in the absence of any express agreement to the contrary, we are not bound to honour any withdrawal instruction if there are insufficient funds in the account and charges may apply.
各類賬戶的提款僅在本行收到其信納的提款指示後方可進行，而閣下須對所有該等指示承擔責任，無論有關賬戶是否有貸方結餘或其他情況。然而，在沒有任何相反的明確約定的情況下，如賬戶內並無充足資金，本行並不受約束履行任何提款指示，並可能收取費用。

3. In the event that we receive more than one instruction for the withdrawal of funds which in aggregate would exceed the amount standing to the credit balance of the your account, we shall be entitled at our sole discretion to select which instructions shall be executed, without reference to the date of dispatch or time of receipt of such instructions.
倘本行收到一項以上提款指示，而該等提款總額超過閣下賬戶內的貸記餘額，則本行可按其全權酌情權決定執行該等任一指示，而無須考慮該等指示發出的日期或收到該等指示的時間。

4. If an instruction to transfer funds is received after our daily cut-off time, your account may be debited at the time the instruction is received, but the instruction may not be processed until the next Business Day.
對於在本行每日截數時間後收到的轉賬指示，有關款項將於收到指示時從閣下的賬戶扣除，而轉賬指示將於下一個營業日處理。

5. Payment of a draft or cashier order may be refused if it has in any way been altered or mutilated. 有任何更改或破損匯票或本票可被拒付。

6. You agree that in respect of a transfer of funds, such funds are sent entirely at your sole risk in every respect and we shall not, in the absence of negligence or wilful default on our part, be liable for any mutilation, interruption, omission, error, neglect, default, mistake or delay which may occur in the transmission of any message or arise from misinterpretation by any mail, telegram, cablegram, wireless, telegraphy or telex company, internet service provider or by us, our correspondent, agent or sub-agent or any employee of the aforesaid or through any other cause beyond our control.
閣下同意在資金轉賬的過程中，閣下須在各方面單獨承擔所有該等資金轉送之風險，而在本行並無疏忽或故意失責的情況下，本行無須對任何訊息傳送過程中可能發生、或對因任何郵件、電報、電纜電報、無線通訊、電報或電傳公司、互聯網服務供應商或本行、本行的代理行、代理人或分代理人或上述一方的任何僱員或任何其他超出本行控制範圍之外的原因所產生之誤解，而可能產生的任何損毀、中斷、遺漏、錯誤、疏忽、失責、失誤或延遲承擔責任。

7. We are authorized (but are not obliged) to arrange currency conversions of amounts in any of your accounts in order to settle any liability incurred or to be incurred in connection with

Transactions effected or to be effected for you or any of our obligations to you and you shall bear the cost of such conversion.
本行獲授權(但無義務)安排任何閣下賬戶內的金額進行貨幣兌換，以清償與為閣下進行或擬進行交易或與本行對閣下的任何義務有關而產生或將產生的任何支付責任，而閣下須承擔該等兌換所需的費用。

8. Requests to stop or vary a payment or for a refund will only be processed after production of satisfactory document of identity and authorisation including evidence of loss (where applicable) and an indemnity satisfactory to us. We are not responsible if the payment cannot be stopped or varied.
止付或更改支付或退款的要求只會在出示令本行信納的身份證明及授權文件包括損失證明(如適用)及作出令本行信納的賠償保證後才作處理。如不能止付或更改付款，本行無須負責。

9. You hereby declare that all payments and transfers of funds will not be related to any terrorist, money laundering activities and/or any illegal / financial crime activities. In order to comply with relevant regulatory and international standards for combating money laundering and terrorist financing activities as well as other legal and regulatory requirements, you agree and authorize us to make disclosure of your data and the details of the payments and transfer of funds. You understand that such information will be made available to law enforcement authorities, financial intelligence units, government agencies and receiving financial institutions for identifying, reporting and investigation of suspicious Transactions.
閣下在此聲明所有款項的支付和轉賬都不會涉及任何恐怖主義及／或洗錢活動及／或非法／金融犯罪活動。為符合打擊洗錢和恐怖分子資金籌集活動的相關監管和國際標準要求以及其他法律法規的要求，閣下同意並授權本行披露閣下款項支付和轉賬之資訊及詳情。閣下理解此類資訊將供執法機構、金融情報機構、政府機關及收款金融機構以確定、報告及調查可疑交易。

Section (III) Statements of Account
第（III）段 賬戶結單

1. We will send you a statement of your current and savings accounts by ordinary post at regular intervals or at such intervals as determined by us. We may from time to time issue interim statements. No statement will be sent for a period when there has been no Transaction on your account since the last statement of account or there is no outstanding balance on the account since the last statement of account.
本行會定期或於本行決定的期間以普通郵遞方式向閣下寄出閣下的往來及儲蓄賬戶的結單。本行可發出中期結單。如果自上次賬戶結單以來閣下的賬戶中沒有任何交易或沒有任何結餘，則本行不會就該段期間寄出結單。

2. We may provide you with any document contemplated under Clause 1 above by posting it at a secure location on our website accessible by your password or other security devices approved by us. You will read them without delay. Records will only be retained in our system or website for the period determined by us. You are regarded as having received a communication when it is dispatched by our system or posted on our website. You can request for mailed statement copies.
本行可以通過將上述第1條中規定的任何文件發布在本行的網站上的安全位置來向閣下提供, 閣下可以使用閣下密碼或本行准許的其他保安裝置獲取。閣下應立即閱讀這些文件。紀錄將僅在本行系統或網站中保留本行確定的期限。當本行的系統發送通信或發佈在本行的網站上時，閣下將被視為已收到通信。閣下可以申請郵寄的結單副本。

3. You agree to examine each statement of your account carefully on receipt. You will promptly notify us any irregularities, discrepancies, omission, incorrect entries, errors, unauthorized Transactions or inaccuracies in the contents therein.
閣下同意於每次收到賬戶結單時均會仔細查看結單。如閣下發現任何不正常之處、差異、遺漏、不正確記賬、錯誤、未經授權的交易，或內容不準確時，將在合理切實可行情況下盡快通知本行。

4. You are under a duty to promptly, within such time as we may prescribe from time to time, notify us in writing if you do not receive any statement of account that is due to be sent to you.
如閣下在賬戶結單理應到期送達之時尚未收到結單，閣下有責任在本行不時規定的時間內，以書面形式盡快通知本行。

5. If we do not receive from you a written objection within ninety (90) days of the date of such statement of account:
倘本行在有關賬戶結單之日期後九十(90)天內，並未收到閣下的書面異議：

   (a) you shall be deemed conclusively to have accepted, and shall be bound by, the validity, correctness and accuracy of the Transaction(s) or entries and the balance set out in the statement of account, and to have ratified or confirmed each and every one of the Transactions represented by the entries set out therein;
   閣下須被終局性視為接納並受有關結單所載交易／記賬及結餘的有效性、正確性及準確性約束，及已批准或確認所載記賬表示之各項交易；

   (b) the statement of account shall as against you be deemed conclusive evidence of your authorization to us to effect the Transaction(s) set out therein against you; and
   結單須視為閣下授權本行為其實施其中所載交易的終局性證據；及

   (c) you shall have no claim against us however arising from, in connection with or as a result of any Transaction referred to therein.
   閣下概不能就或因任何交易對本行作出任何申索，不論該申索是否因其中所載任何交

易所產生、與之相關或由此而引致的。

However, you are not responsible for unauthorized Transactions arising from forgery or fraud of a third party in relation to which we have failed to exercise reasonable care or forgery, fraud, default or negligence of our employees or agents.
然而，閣下將不須對由第三方作出的偽冒或詐騙，而本行未有就其採取合理謹慎的措施或本行僱員或代理人偽冒、詐騙、失責或疏忽而引起的，未經授權交易負責。

6. We may at any time rectify errors or omissions in any statement of account and any statement of account so rectified shall be binding on you.
本行可隨時對任何賬戶結單中的錯誤或遺漏作出更正，且任何經更正的賬戶結單應對閣下具約束力。

7. No passbook will be issued by us in relation to any account you maintain with us.
本行不會就閣下於本行開立的任何賬戶提供存摺。

Section(IV) Multi-currency Savings Account
第(IV)段 多種貨幣儲蓄賬戶

1. A multi-currency savings account may be opened in more than one currency with us with an initial deposit as to be determined by us from time to time. We shall be entitled to prescribe the foreign currency in which an account may be denominated and the method of deposit or payment in respect of an account denominated in any currency. A statement of account relating to all currencies under your multi-currency savings account may be sent to you every month or at such intervals as determined by us. Overdrafts in a multi-currency savings account are not allowed.
本行可以開立以多於一種貨幣記賬的多種貨幣儲蓄賬戶，並需存入本行不時規定的初始開戶存款。本行有權規定賬戶可供存入的外幣種類，以及有關賬戶中任何貨幣的存款和支付方式。閣下的多種貨幣儲蓄賬戶的所有貨幣的賬戶結單將於每月或本行所訂定的時期寄發予閣下。多種貨幣儲蓄賬戶不允許透支。

2. Interest shall accrue on the daily credit balance of the multi-currency savings account (per each currency) and be credited to the account at such interval as we may decide and notify to you from time to time. Interest accrues at such rate, if any, as determined by us. We are entitled to prescribe the minimum balance for each currency required before interest becomes payable on the account(s).
利息應根據多種貨幣儲蓄賬戶的每日貸記餘額(以每種貨幣計算)累計利息，並在本行可不時決定並通知閣下的期間貸記入此賬戶。利息按本行確定的利率(如有)累計。本行有權在支付利息至賬戶前，規定每種貨幣的最低存款結餘。

3. Where a negative interest rate applies to any currency, we have the right to impose negative interest on credit balances on the multi-currency savings account that are denominated in such currency. Where such interest becomes payable by you to us, we are entitled to debit your account for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds in the multi-currency savings account. Negative interest (if any) on a multi-currency savings account accrues on a daily basis, on the credit balance of the relevant currency, and at the interest rate specified by us at our discretion.
當負利率適用於任何貨幣，本行有權對多種貨幣儲蓄賬戶中的貸方餘額收取以該種貨幣計價的負利息。當閣下需向本行支付負利息，無論多種貨幣儲蓄賬戶中是否有足夠的可用資金，本行都有權從閣下的賬戶中扣除此負利息。綜合貨幣儲蓄賬戶中的負利息（如有）每日根據相關貨幣的貸方結餘和由本行酌情指定的利率累計。

4. Interest rate applicable from time to time will be displayed at our premises or published on our website.

不時適用的利率將公佈於本行的銀行網點或發佈於本行的網站上。

5. Notwithstanding that the deposit has been made or is expressed to be in any foreign currency, we shall have the right and sole discretion to repay you in full satisfaction of your deposit or any part thereof together with any accrued interest thereon in the multi-currency savings account in any of the following manners, either in the same foreign currency or different foreign currency or in Hong Kong dollars or in any combination of currencies, and you shall have no right to object thereto:
儘管此賬戶存款為或載明為任何外幣，本行有權並擁有全權酌情權通過以下方式對閣下全部或部分存款(連同在多種貨幣儲蓄賬戶中的應計利息)以下列方式(使用同種外幣或不同的外幣，或港幣或任何貨幣組合)進行支付，且閣下對此無權提出反對意見：

   (a) by issuing to you a cheque / draft to be drawn by us on any bank in the country or jurisdiction payable in the required currency; or
   向閣下發出由本行發出的於應付貨幣的國家或司法權管轄區的任一銀行付款的支票或匯票；或

   (b) by cash or cashier's order in Hong Kong dollars after converting the amount equivalent at our prevailing spot rate at the relevant time; or
   向閣下發出按本行於相關時間以即市匯率兌換為相等金額的港幣現金或本行的港幣本票；或

   (c) by applying more than one of the above manners; or
   運用上述多個方式；或

   (d) in any other manner which we at our sole discretion think fit.
   本行獨有酌情權認為合適的任何其他方式。

   We are entitled to debit your account the amount of our charges and service fees if we perform the above Transactions. In case of Clause 5(a) above, we shall have sole discretion in the choice of correspondent(s).
   如本行執行上述交易，本行有權在閣下的賬戶中收取本行的費用及服務費。在上述第 5(a)條的情況下，本行對於選擇代理行擁有全權酌情權。

Section(V) <u>Time Deposits</u>
第(V)段 <u>定期存款</u>

1. A time deposit may be made in such currencies and minimum/maximum amounts and for such tenors as may be offered by us from time to time and selected by you. We shall be entitled to prescribe the method of deposit or payment in respect of a time deposit denominated in any currency. Time deposits in Hong Kong dollars may be made for same day value. Time deposits in any other currencies may require two (2) business days' advance notice.
定期存款可按由本行不時提供的以及閣下確定選擇的最低／最高款額及幣種及存款期間而訂立的。就任何貨幣的定期存款，本行有權訂明存款及提款方法。港幣存款可以即日開始計息。以任何其他貨幣作出的定期存款可能須預先在兩個營業日前通知。

2. A deposit confirmation will be issued by us after placing a time deposit, and a new deposit confirmation will be issued for each renewal. You should examine the deposit confirmations carefully and notify us immediately of any error. We may require surrender of the confirmation in order to withdraw the deposit. A deposit confirmation is merely an advice of placement of a time deposit and is not a document of title or receipt.
在訂立定期存款後，本行將發出的存款確認書作為證明。閣下應小心細閱存款確認書，如有任何錯誤，請立即通知本行。本行可能會要求交出確認書以提取存款。存款確認書僅為存入定期存款的通知書，而非擁有權證明文件或收據。

3. Interest rates from time to time will be displayed at our banking hall(s) or published on our website, which will serve as notice to you. We will advise you the applicable interest rate at the time you place or renew a time deposit. Interest on a time deposit is calculated on the principal amount at the agreed interest rate for the number of days from the effective date of the deposit up to but excluding the maturity date.
利率資訊將不時於本行銀行大堂或本行網頁上公佈，作為對閣下的通知。本行將在閣下訂立或續存定期存款時通知閣下適用的利率。定期存款的利息根據本金款額及按照議定利率由存款生效日至到期日(但不包括到期日當日)的日數計算。

4. A time deposit and interest thereon are repayable at the end of the fixed period. You should give instruction (including any amending instruction) on how to handle the principal amount and interest of a time deposit at maturity at least one (1) business day before its maturity date. If we have not received the above instruction (either to make a payment or otherwise) from you before the maturity date, we may renew the total amount of such time deposit (including principal and interest) for a tenor as determined by us and at our then prevailing interest rate.
定期存款及其利息於期滿時支付。閣下應在到期日至少一個營業日前給予本行有關定期存款到期時本金及利息的安排之指示(包括任何修改指示)。如在存款到期前未有收到閣下的上述指示(不論支付或其他)，本行可將存款全額(包括本金和利息)按照本行決定的存款期續存，並以本行當時現行存款利率計息。

5. If the maturity date of a time deposit falls on a day other than a Business Day in Hong Kong or in the jurisdiction of the foreign currency in which the time deposit is denominated, the time deposit is repayable on the next Business Day.
如果定期存款的到期日為香港或相關定期存款貨幣之法域的非營業日，定期存款將在下一個營業日支付。

6. At your request, we may, but is not obliged to, allow a premature withdrawal of a time deposit on such terms determined by us. We may not pay interest on time deposit withdrawn before its maturity date. The premature withdrawal may be subject to a service fee or charge in the amount determined by us, and you shall pay to us and be responsible for other costs and charges suffered by us in respect of your premature withdrawal. We may deduct the service fee or charge or other costs from the principal and repay the balance to you.
本行可按照閣下的要求，但並無義務，允許閣下根據本行決定的條款提取未到期的定期存款。本行將無須就提取未到期的定期存款計付利息。提取未到期的定期存款可能須收取服務費或費用，金額由本行決定，而且閣下須承擔及支付本行就閣下提取未到期的定期存款而令本行蒙受的其他成本費用及收費。本行可於自定期存款的本金中扣除相關服務費或費用或其他成本費用後支付餘額予閣下。

7. We have the right to close or terminate a time deposit at any time if a negative interest rate applies to the currency of the time deposits. Charges may apply.
如定期存款的貨幣為負利率，本行有權在任何時間結束或終止該定期存款，並可能收取費用。

8. We have the right to charge and vary the service fees and charges for maintaining a time deposit or for providing time deposit accounts or Services, including fees for premature withdrawal and terminating a time deposit.
本行有權收取及修訂服務費用及收費，以維持定期存款或為提拱定期存款賬戶或服務，包括提取未到期的定期存款之費用，及終止定期存款的費用。

Section(VI) Current Account
第(VI) 段 往來賬戶

1. This Section is applicable to your Hong Kong Dollar, US Dollar and Renminbi Current Account. With respect to Renminbi Current Account, the provisions in the Section (IX) of Part B under these Terms and Conditions shall also apply. In case of any inconsistency or discrepancy between the provisions in this Section and the provisions in the Section (IX) of Part B, the latter shall prevail.
本段適用於閣下的港幣、美元及人民幣往來賬戶。有關人民幣往來賬戶，此等條款與細則之 B 部分下第(IX)段中的條文應同時適用，如本段之條文和 B 部分下第(IX)段中的條文有任何不一致或歧義時，以B 部分下第(IX)段中的條文為準。

2. A cheque book will be issued to you on opening a Current Account. You shall handle cheques with care, including but not limited to:
在閣下開立往來賬戶後，本行將發給閣下支票簿。閣下應小心處理支票，包括但不限於：

(a) you should draw cheques in non-erasible ink or ball-point pen in Chinese or English, and do not pre-sign a cheque in blank. You should sign a cheque so that your signature matches the specimen signature on our record;
閣下應以中文或英文且不能擦除的墨水筆或原子筆填寫支票，並不要在空白的支票上預先簽名。閣下應以本行記錄的簽署式樣簽發支票；

(b) you should exercise due care in drawing cheques and not draw cheques by a means or in a manner which may facilitate alteration, fraud or forgery. You should write the amount, in words and figures, as close to each other and to the left-hand margin as possible so as to leave no space for insertions. You should also add “only” after the amount in words and use only arabic numerals for figures;
閣下應小心妥當地填寫支票，更勿以可易於更改、欺騙或偽冒的方式或方法填寫支票。在填寫金額時，將大寫及數字每個字盡量緊密及靠左邊填寫，勿留有空間可作加插。在大寫金額後加上「正」字。數字只能用阿拉伯数字填寫；

(c) you should confirm any alteration on a cheque by your full signature. You agree that we shall not under any circumstances be held liable for losses arising from unauthorized alterations to cheques. You also agree that we shall be entitled to honour cheques even though they are so altered and to debit your account accordingly provided that the alterations are not reasonably apparent or readily detectable:
閣下應以閣下的全名簽署確認支票上的任何更改。閣下同意本行在任何情況下不須對未獲閣下授權而更改的支票所造成的損失承擔法律責任。閣下亦同意，如支票被更改，而該更改並非合理地明顯或容易被發現的，本行有權兌現支票以及相應地從閣下賬戶扣款；

(d) you should delete “or bearer” on and cross all cheques not delivered by you in person;
所有非閣下親自送遞的支票上應刪除「或持票人」並在支票上劃線；

(e) you should safe keep the cheque books and cheques from loss, theft or unauthorized use. You should take appropriate security measures including lock and key;
閣下應安全保管支票簿及支票，以避免遺失、被盜或未經授權的使用。閣下應採取適當保安措施包括將支票簿放置於可上鎖的安全地方；

(f) you should immediately report to us the loss, stolen or unauthorised use of any cheque (signed, blank or cheque books) to us in writing;

如發現支票遺失、被盜或未經授權的使用(不論支票是否屬已經簽署、空白或支票簿)，閣下應立即通知本行；

(g) you should comply with the terms and conditions printed on the inside cover of a cheque book and any other conditions in force.
閣下應遵守支票簿封面內頁的條款及細則以及任何其他現行的條款。

3. You may apply for a new cheque book by presenting a duly completed and signed relevant application form to us. We may, in our discretion, refuse to issue a cheque book. You may choose to collect the cheque book(s) in our bank branch, or at your request, we may send you the cheque book(s) by mail to your correspondence address recorded by us at your own risk and debit the postage and/or handling fees from any of your accounts maintained with us. If you fail to collect the cheque book(s) in our bank branch within the period we decide from time to time, we are authorized to send you the uncollected cheque book(s) by mail to your correspondence address recorded by us at your own risk and debit the postage and handling fees from any of your accounts maintained with us. Your Authorized Person(s) may collect your cheque book(s) if you have made such request in writing and has been accepted by us. If you do not inform us of any non-receipt within a reasonable period from the date of application, we will assume that the cheque book has been received by you.
閣下可把填妥及簽妥的支票簿申請表格遞交本行以申請新支票簿。本行可酌情決定拒絕發出支票簿。閣下可於本行分行領取支票簿，或如閣下要求, 按照閣下於本行記錄中的通訊地址郵寄給閣下，所涉風險由閣下承擔，一切郵寄費及手續費將於閣下在本行的任何賬戶中扣除。若閣下於本行不時決定的期限內未能前來領取支票簿，本行獲閣下授權可將未領取之支票簿根據本行記錄中的通訊地址郵寄給閣下，所涉風險由閣下承擔，一切郵寄費及手續費將於閣下在本行的任何賬戶中扣除。如閣下向本行提交書面申請由閣下的獲授權人士領取支票簿，並獲本行接納該申請，閣下的獲授權人士可領取閣下的支票簿。如閣下在申請日期起計的合理時間內未有通知本行任何未收取支票簿的情況，本行將視為閣下已收取支票簿。

4. After receiving a cheque book or before use, you should check the cheque serial numbers, account number and your name printed on the cheques and the total number of the cheques. You should promptly report any irregularities to us.
收到新支票簿後，閣下應檢查支票序號、賬戶號碼、列印在支票上的閣下姓名及支票數目。如有任何不妥當情況，閣下應盡快通知本行。

5. You agree that:
閣下同意：

(a) cheques drawn by you which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or Hong Kong Interbank Clearing Limited (“HKICL”) for such period as is stated in the rules relating to the operation of the clearing house for the related currency, and to be destroyed by the collecting bank or HKICL as the case may be; and
由閣下所開出並且已兌付的支票，在以電子形式記錄後，可以由代收銀行或香港銀行同業結算有限公司(「同業結算公司」)在與結算所運作有關的規則所載明的期間內予以保留，而在此期間後，有關支票可以被代收銀行或同業結算公司(視屬何情況而定)銷毀； 及

(b) you authorize us to contact the collecting banks, HKICL and other persons in relation to the matters as set out in the Clause 5(a) of this Section.

本行獲授權根據本段第 5(a)條所載列事項與代收銀行、同業結算公司及其他方接洽。

6. Cheques are accepted subject to verification and collection. We reserve our right, in our opinions, to dishonour and/or return any cheque with technical error, including but not limited to incorrectly completed, altered without authorization, post-dated and out-of-date, or with other irregularities or when there are insufficient funds (or overdraft facility) in your current account and we shall not be responsible for any loss arising therefrom and may impose a service charge in respect of dishonoured and/or returned cheques. Prior advice may not be given.
支票之接納受限於驗證和代收安排。本行保留權利, 按本行的意見拒付及／或退回任何本行認為有技術性錯誤(包括但不限於未正確填寫、未授權塗改、未到期或過期)或存在其他不正常情況，或支票賬戶存款(或透支額)不足的支票, 而且本行無須對因此而引致的任何損失負責，並可就拒付及／或退回的支票收取服務費。本行可不作事前通知。

7. If you wish to stop payment on a cheque, you should give us a clear instruction and the full details of the relevant cheque. In any case, we are not liable and you will be bound by your instruction to stop payment if we act on it even if it is incomplete or unclear or conflicting. We may impose a service charge for the instruction to stop payment.
如果閣下擬停止對支票付款，閣下應向本行提交清楚的指示，並提供該支票的詳細資料。在任何情況下，如本行按閣下的支票停止支付指示行事(儘管該指示不完整或不清晰或存有差誤)，本行概不承擔任何責任，並閣下將受該指示約束。本行可就支票停止支付指示收取服務費用。

8. We may, at your request but at our discretion, grant an overdraft facility to your current account either secured against any asset or otherwise. Any secured overdraft may be adjusted at our discretion upon changes in the value of the relevant security and shall be subject to our overriding right of repayment on demand. Without our prior agreement, any overdraft in your current account or exceeding an agreed overdraft limit (the “Unauthorized Overdraft") is not allowed. Without prejudice to the foregoing, we may honour a cheque although your current account will be overdrawn or an overdraft limit will be exceeded. We may impose interest at such rate, as determined by us at our sole discretion on the amount of any Unauthorized Overdraft, and such interest is calculated on a daily basis or such other methods as revised by us from time to time by giving you 30 days' prior notice.
本行可酌情根據閣下要求，在有任何資產擔保或其他情況下給予透支額度。任何有擔保透支額度將根據相關擔保品的價值變化可由本行酌情調整。對於任何透支額度，本行擁有隨時要求還款的凌駕性權利。未經本行事先同意的賬戶透支或超過透支限額（「未授權透支」） 是不允許的。在不損害前述條文下，即使閣下的賬戶將出現透支或超過透支額，本行仍可兌現支票。本行可對未授權透支的數額逐日徵收利息，利率由本行按其全權酌情權決定, 或以其他方法計收利息。本行有權不時在給予閣下提前 30 日的通知後，修改計算利息方法。

9. Deposits and withdrawals from current accounts may not be made by means of bank-notes.
往來賬戶不允許現鈔存款及提款。

10. You acknowledge and agree to the following:
閣下確認及同意：

    (a) We shall not be liable for loss suffered by you as a result of any loss or destruction of cheques or delay in presentment thereof in the absence of fraud or negligence on our part, our employees acting in the course of their employment or agents acting within their apparent authority.
    在本行或本行僱員在受僱員工作期間或代理人在其表面權限範圍內行事時沒有欺詐或

疏忽情況下，本行無須為閣下因任何支票遺失或毀壞或延遲提付所遭受的損失負上法律責任。

(b) Unless otherwise specified by us, no interest (whether at a rate above or below zero) accrues on the credit balance of current account.
除非本行另有訂明，往來賬戶的貸記餘額不支付利息(不論利率是零以上或以下)。

(c) If several cheques are presented for payment simultaneously, we may determine the order for payment at our discretion and without liability.
如果多張支票同時兌付，本行可酌情決定兌付次序而無須承擔法律責任。

(d) We may at our discretion determine the maximum amount for which a cheque may be drawn.
本行可酌情決定每張支票最高可提取的金額。

(e) You should return all unused cheques to us without delay on closure or termination of your Current Account.
閣下在往來賬戶結清或終止時應即時將所有未用的支票退回本行。

Section (VII) <u>US Dollar Clearing</u>
第(VII)段 <u>美元結算</u>

1. With respect to a Transaction in US dollars that is cleared or settled through the US Dollar clearing system established in Hong Kong, you acknowledge and agree that the operation of the US Dollar clearing system in Hong Kong will be subject to the US Dollar Clearing House Rules and the Operating Procedures referred to therein (as the same may be modified from time to time).
有關在香港透過美元結算系統進行的美元銀行交易的清算或結算，閣下確認及同意，香港的美元結算系統的操作將(可不時予以修改)「美元結算所規則」及當中提到的操作程序規限。

2. You agree to the provisions of Rule 2.3.5 of the US Dollar Clearing House Rules to the extent that such Rule is applicable or refers to you or other persons or to your or other persons' Transactions.
閣下同意「美元結算所規則」第 2.3.5 條的條文，且該規則適用於或關於閣下或其他人士、或閣下或其他人士的交易。

3. You agree that, without prejudice to the above provisions in this Section, the Hong Kong Monetary Authority shall not owe any duty or incur any liability to you or any other persons in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature whatsoever arising in whatever manner directly or indirectly, even if the Hong Kong Monetary Authority knows or ought reasonably to have known of their possible existence, 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 referred to therein (as the same may be modified from time to time).
在不影響本段的條文的情況下，閣下同意，對於因香港金融管理局按照或根據「美元結算所規則」及「美元操作程序」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、特別或間接或繼起的損失)，香港金融管理局對閣下並無任何責任，或招致任何法律責任，即使香港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。

Section (VIII) Foreign Currency(ies)

第(VIII)段 外幣

1. "Foreign currencies" means currencies other than Hong Kong dollar which we agree are available for the purposes of our bank accounts or Services.
   「*外幣*」指就本行的銀行賬戶或服務之目的而言，本行同意可用的（除港幣以外的）貨幣。

2. Exchange rates of foreign currency(ies) can be volatile. You may experience a loss when you convert foreign currency back to Hong Kong dollars and vice versa. You should therefore determine whether any foreign currency deposit is suitable for you in light of your investment objectives, financial means and risk profile.
   外幣匯率會波動。閣下將外幣兌換港幣時可能會虧損，反之亦然。因此閣下應根據閣下的投資目標、財政方案和風險狀況判斷某項外幣存款是否適合閣下。

3. Where conversion of one currency into another currency is required or appropriate under any account(s), Service(s) or Transaction(s), such conversion will be effected at our prevailing exchange rate at the time of conversion, unless otherwise specified or agreed by us. Any exchange rate provided by us at any other time may differ from the rate at which we effect the conversion and is for reference only. We may require you to provide information or documentation to prove that the currency conversion transaction is in compliance with all Applicable Laws and regulations, and we have the right to refuse to carry out such transaction if we are not satisfied with the information or documentation provided by you.
   如於任何賬戶、服務或交易下，將某貨幣兌換為另一貨幣為有需要或適當，則除另有訂明或本行已另行同意，此等兌換將按本行於兌換時的現行匯率進行。由本行於任何其他時間提供的任何匯率只供參考之用，且可能與本行進行兌換時所用匯率不同。本行或要求閣下提供資料或文件以證明有關貨幣兌換交易為合符所有適用法律及法規，且若本行不信納閣下所提供的資料或文件，則有權拒絕進行有關交易。

4. You will bear all risks in exchanging your deposit from/to any foreign currency(ies). You shall accept all risks in relation to deposits in foreign currencies which are subject to exchange controls of any relevant jurisdiction or any other circumstance beyond our control.
   閣下將承擔將存款兌換成任何外幣或由任何外幣兌換為存款所用貨幣的所有風險。閣下應接受所有與任何相關司法管轄區的外匯管制或任何在本行可控範圍之外的情形的外幣存款相關的風險。

5. You must comply with all exchange control laws in connection with any accounts, facilities and Services provided by us. If a country or jurisdiction restricts the availability or transfer of its currency, we need not make any payment to your account in that currency. We may make the payment in any currency we consider appropriate at our spot rate.
   閣下必須遵守所有與本行提供的任何賬戶、便利和服務相關的外匯管制法律。如果一個國家或法域限制其貨幣的提供或轉賬，本行不需要以該貨幣支付至閣下的賬戶。本行可以用本行認為合適的任何貨幣進行支付。

Section (IX) Provisions Relating to Renminbi Accounts and Services

第(IX)段 人民幣賬戶及服務相關條文

1. You may apply to us to open a Renminbi savings and/or current accounts (collectively, "*Renminbi Accounts"*and each a *"Renminbi Account').* Renminbi Services such as currency conversion services (between Renminbi and other currencies) and time deposits are provided by us at our sole discretion.
   閣下可向本行申請開立人民幣儲蓄賬戶及／或往來賬戶（「人民幣賬戶」）。本行全權酌情提

供如(人民幣與其他幣種)貨幣兌換服務及定期存款等的人民幣服務。

2. You undertake that you will:
閣下承諾閣下將：

(a) comply with all laws of Hong Kong and the PRC, and all limits, restrictions, regulations and/or requirements imposed by any regulator or other authority in Hong Kong and the PRC, which are from time to time applicable to Renminbi Account and/or Renminbi Services for individual customers *(“Applicable RMB Requirements”);*
須遵守不時適用於有關個人客戶的人民幣服務的香港或中國法律，以及由香港及中國的任何監管機構或其他當局的一切限額、限制、規則及／或其他規定（「適用的人民幣規定」）；

(b) operate Renminbi Accounts in accordance with the Applicable RMB Requirements, and shall not contravene any Applicable Laws, regulations or rules in Hong Kong and the PRC. In particular, you will ensure that remittances to and from the PRC through your Renminbi Accounts are in compliance with Applicable Laws, regulations and rules in the PRC;
須根據適用的人民幣規定操作人民幣賬戶，且不可違反中國及香港任何適用法律、規則或規定。尤其是閣下應確保通過閣下的人民幣賬戶匯出至中國或從中國匯出的匯款符合中國的適用法律、規則和規定；

(c) within the time required by us, provide all such information and documents in connection with your Renminbi Accounts and Transactions as may be required by us; and
在本行規定的時間內，提供本行可能需要的與閣下人民幣賬戶及交易相關的一切資料及文件；以及

(d) comply with all rules, conditions and requirements from time to time applied by us (including but not limited to the provisions hereof and our "Service Guide for Private Banking Bank Accounts Services") for the purposes of Renminbi Accounts and Services for individual customers.
遵守本行就個人客戶的人民幣賬戶及服務而不時實行的一切規定、細則及要求(包括但不限於此等條款與細則之條文，以及本行的《私人銀行賬戶服務的服務指南》)。

3. We may:
本行可：

(a) 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 the PRC through which we conduct Renminbi clearing and settlement services, or any regulator or other authority in Hong Kong or the PRC;
在通知或無須通知閣下的情況下，採取任何行動以遵守有關香港人民幣交換及結算服務的交換／結算機構、本行通過其經營人民幣交換及結算服務的位於中國的任何代理銀行，或香港或中國任何監管機構或其他政府機關作出的任何規定；

(b) make changes to these provisions which apply to any Renminbi Account or Service at any time and in line with the then current Renminbi rules, Renminbi clearing agreements and other requirements which then apply in the Hong Kong market;
本行可隨時按照屆時的人民幣規定、人民幣結算協議和適用於屆時香港市場的其他要求，對適用於任何人民幣賬戶或服務的此等條文進行修改；

(c) without prejudice to Clause 3(a) of this Section, provide any information about you, your Renminbi Accounts and Transactions to any entity referred to in Clause 3(a)above;
在不損害本段第 3(a)條的規定下，向上文第 3(a)條提及的任何機構提供有關閣下、閣下人民幣賬戶及交易的任何資料；

(d) delay or decline, without giving reason and without liability, to execute any of your instructions or to accept any Renminbi deposits; and
在無須說明理由及無須承擔責任的情況下，延遲或拒絕執行閣下的任何指示或接受任何人民幣存款；及

(e) 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 our any other customers.
隨時以任何方式更改、暫停、撤銷或終止全部或任何部分的人民幣服務，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的任何其他客戶。

4. For the Renminbi Account(s) you opened with us:
對於閣下於本行開立的人民幣賬戶：

(a) notwithstanding that an account is a Renminbi Account, we shall nevertheless have the right and sole discretion to make payment to or on behalf of you in respect of our obligation to you in relation to such account in full satisfaction of your deposit or any part thereof in such account in any of the following manners and you shall have no right to object thereto:
儘管該賬戶為人民幣賬戶，基於本行對閣下相關全部存款賬戶或部分賬戶所負責任，本行仍然有權及全權酌情決定就本行對閣下相關該賬戶所負責任以下述任何方式向閣下支付閣下的存款，且閣下無權對此提出反對意見：

(i) by cashier's order in Renminbi; or
向閣下發出人民幣的銀行本票；或

(ii) by issuing to you a cheque / draft to be drawn by us on any bank in the PRC payable in Renminbi; or
向閣下發出由本行發出於位於中國的任何銀行付款的支票或匯票；或

(iii) by cash or cashier's order in Hong Kong dollars after converting the amount equivalent at our prevailing spot rate at the relevant time; or
向閣下發出按本行於相關時間以當時買入價兌換為相等金額的港幣現金或本行的港幣本票；或

(iv) by applying more than one of the above manners; or
使用上述一個或多個方式；或

(v) in any other manner which we at our sole discretion think fit,
本行全權酌情認為合適的任何其他方式，

in case of (ii) above, we shall have sole discretion in the choice of correspondence(s). We are entitled to debit from such Renminbi Account of the amount of our charges and expenses and, as appropriate, those of our correspondents;
在上述(ii)的情況下，本行對於選擇代理行擁有全權酌情權。本行有權在閣下人民幣賬戶扣除本行及代理行的費用和支出;

(b) our prevailing spot rate will be applied to all currency conversion transactions under Renminbi Accounts. We reserve the right to levy handling fee in lieu of exchange, at a rate to be determined by us, on payment/receipt of funds in Renminbi and other currency cheques.
本行當時即期匯率將適用於所有人民幣賬戶下的兌換交易。本行保留在以人民幣和其他貨幣支票支付收取無兌換手續費的權利，費率由本行決定。

5. Overdrafts in Renminbi savings and current accounts are not allowed.
本行不允許人民幣儲蓄及往來賬戶透支。

6. Without prejudice to the foregoing, any Renminbi Account maintained by you with us will be subject to the Applicable RMB Requirements. These Applicable RMB Requirements shall prevail to the extent of any inconsistency between them and the provisions in this Section. If you fail to comply with any Applicable RMB Requirements or if your instruction relating to your Renminbi Accounts violates any Applicable RMB Requirements, we have the right to terminate your Renminbi Accounts or reject such instruction (or to do both). We are not liable for any loss or damage which you may suffer or incur in these cases.
在不影響上述條文下，閣下於本行持有的任何人民幣賬戶將受到適用的人民幣規定約束。當本段條文與適用的人民幣規定有任何不一致，概以適用的人民幣規定為準。如閣下未能遵守任何適用的人民幣規定或有關閣下的人民幣賬戶之指示違反任何適用的人民幣規定，本行有權終止閣下的人民幣賬戶或拒絕該指示(或同時採取上述做法)。本行在所有情況下不會對閣下因此而蒙受的損失或損害負責。

7. Without affecting Clause 22 (Tax Compliance) of Part A, you agree that Renminbi Transactions involve extra currency risk as a result of currency convertibility and other controls which are or may be imposed under applicable rules and which may affect the availability or convertibility of Renminbi, the availability of Renminbi Transactions or gains or losses arising from Renminbi Transactions.
在不影響 A 部份第 22 條(稅務合規)的情況下，閣下同意人民幣交易會因貨幣可兌換性及人民幣規定項下施加或可能施加的，及可能會影響人民幣的提供或可兌換性、人民幣交易的提供或人民幣交易所產生的損益的其他管制而涉及額外的貨幣風險。

8. We may report all or any Transactions and information relating to you, any Renminbi Account or Services to the relevant authorities, clearing banks or domestic agent banks as necessary under rules or the Renminbi clearing agreements which apply. Unless such rules or clearing agreements provide otherwise, we may do so without giving you notice and without giving reasons.
本行可在必要的情況下根據適用的規則或人民幣結算協議向相關政府機關、結算銀行或中國本地代理行報告所有或任何與閣下、任何人民幣賬戶或人民幣服務相關的交易和資料。除非該等規則或結算協議另行規定，本行可在不通知閣下及在不給予理由的情況下如此行事。

9. We may not act on any instruction as a result of which the balance of an Renminbi Account may (in our opinion) fall below any minimum limit or go over any maximum limit we have set. If any Renminbi Account no longer keeps to any limit which may apply, we may (but do not have to) transfer funds from any of your other accounts to the relevant Renminbi Account or transfer funds from the relevant Renminbi Account to any of your other accounts (where necessary, converted at our then current exchange rate) so the relevant Renminbi Account stays within the limit.
若任何指示會造成人民幣賬戶的餘額(依本行的意見)低於本行所設定的任何最低限額或高於本行所設定的任何最高限額，則本行可不依該等指示行事。若任何人民幣賬戶未能遵守適用的任何限額，本行可(但不必)將資金從閣下的任何其他賬戶轉入相關人民幣賬戶或將

資金從相關人民幣賬戶轉入閣下的任何其他賬戶(在必要的情況下，按照本行屆時的匯率進行兌換)以使人民幣賬戶保持在限額範圍之內。

10. With respect to your Renminbi current account, you should ensure that the total amount drawn on the cheques presented to us for payment under such account on a day does not exceed (a) the maximum amount set by us or (b) the available credit balance in such account on that day (whichever is the lower). If the applicable amount is exceeded on any day, we have the right to take the following steps (or any of them) without prior notice to you:
就閣下的人民幣往來賬戶，閣下應確保本行在任何一日收到向本行提示閣下開出的支票總付款額不超過(a)本行指定的最高金額或(b)人民幣往來賬戶當日結餘(兩者中較低)。如在任何日子付款總額超過適用限額，本行有權採取下列步驟(或其中任何一項)而無須事先通知閣下：

    (i) pay any one or more of the cheques presented for payment on that day in any order as we consider appropriate to keep the total amount paid by us on the cheques on that days within the applicable limit; and
    按本行認為適合的任何次序，支付當日本行收到的一張或多張支票，從而將當日的付款總額控制在適用限額之內；及

    (ii) return any one or more of the cheques presented unpaid.
    將任何一張或多張提示的支票退回並不予付款。

11. You agree that you shall only open one (1) Renminbi current account at any time and you authorize us to take all such actions as we shall deem fit in the event that you shall open more than one (1) Renminbi current account, including, without limitation, terminate or suspend or consolidate any one or more of such additional accounts.
閣下同意閣下在任何時間下只應開立一個人民幣往來賬戶，閣下並授權本行，在閣下開立多於一個人民幣往來賬戶時，採取所有本行認為合適的行動，包括但不限於終止或暫停或合併任何一個或多個該等額外賬戶。

12. Renminbi time deposits must be linked to a Renminbi savings account or Renminbi current account. You can only make a Renminbi time deposit by fund transfer from and to your Renminbi savings account or Renminbi current account (instead of in cash, by cheques or in any other manner) unless we shall specify otherwise.
人民幣定期存款須聯繫至人民幣儲蓄賬戶或人民幣往來賬戶。除非本行另有訂明外，閣下只能透過閣下的人民幣儲蓄賬戶或人民幣往來賬戶的資金轉賬（不能以現金、支票或任何其他方式）設定人民幣定期存款。

13. Renminbi-denominated cheques issued by non-Hong Kong residents are for use in Hong Kong only and are NOT for use in the PRC. Cross-border remittances to or from the PRC or other places outside Hong Kong instructed by non-Hong Kong residents are subject to the rules and requirements of the jurisdiction of the originating or receiving markets. You undertake that you will notify us immediately for any change of your Hong Kong resident status.
由非香港居民發出的人民幣支票只能於香港使用，概不能於中國使用。非香港居民指示的跨境匯款(中國或任何香港以外的地方)均受到匯出或接收匯款的司法權管轄區之規則及規定約束。閣下承諾，如閣下的香港居民身份狀況有任何變更，閣下將立即通知本行。

Section(X) Remittance
第(X)段 匯款

1. Outward Remittance
匯出匯款

(a) You may conduct an outward remittance transaction by presenting a duly completed and signed relevant application form to us. The application / instruction shall be subject to our acceptance, at our sole discretion, and we reserve the right not to process any remittance if we are of the opinion that the information given is incomplete or in not sufficientlyclear.
閣下可向本行提交已填妥及簽妥的相關申請表格，以進行匯出匯款交易。閣下的匯款申請 / 指示應受限於本行(按其全權酌情權)的接受，且如本行認為閣下提供的資料為不完整或不夠清晰，本行保留不處理任何匯款的權利。

(b) We may send any message in explicit language, code or cipher and at your sole risk. Unless caused by our willful misconduct, we, or our correspondent banks or agents shall not be liable for any delay, misunderstanding, misinterpretation, errors, neglect or default which may occur in the transmission of the message or otherwise.
本行可用明確之語言、代碼或密碼發出信息，所涉風險須由閣下獨自承擔。除非由本行故意的不當行為引起，對該信息或其他情況之傳訊倘若發生任何延誤、誤會、誤解、錯誤、疏忽或違約事件，本行、本行的代理行或代理人概不負上法律責任。

(c) If an application/ instruction is received after our daily cut-off time, your account may be debited at the time the application / instruction is received, but the Transaction may not be processed until the next Business Day. A payment for same day value is also subject to applicable cut-off time at the destination of such payment. Date of value is dependent on the geographical location of the destination and is subject to our discretion.
如本行於每日截數時間後收到匯款申請 / 指示，有關款項將於收到匯款申請 / 指示時從閣下的賬戶扣除，惟該交易或於下一個營業日方獲處理。付款是否同日完成須受限於付款目的地適用的截數時間。付款交收日則取決於目的地的地理位置而定，且本行可酌情決定。

(d) Without prejudice to any provision hereof, we are not liable for any loss caused by any act or omission of our correspondents or agents (provided we have used reasonable efforts to appoint a reputable correspondent or agent) or any government or third party, or any circumstances beyond our reasonable control. We are not obliged to account for you if our relevant office or any correspondent or agent concerned is prevented from making payment to or for you.
在不損害在此的任何條文下，本行無須對任何由本行代理行或代理人(本行盡合理努力委任的有信譽的代理行或代理人)、政府機關或第三方的行為或遺漏，或任何超出本行合理控制範圍內的情況而造成的任何損失負上法律責任。如果本行有關辦事處或任何有關代理行或代理人被阻止而不能向或為閣下支付款項，本行無義務向閣下作出解釋。

(e) You should comply with the terms and conditions attached to an outward remittance application/instruction form and any other conditions in force.
閣下應遵守附載於匯出匯款申請 / 指示表格的條款與細則，以及任何其他生效的條件。

2. Inward Remittance
匯入匯款

(a) An inward remittance may be in Hong Kong dollars or any other currency. We accept each

inward remittance for deposit into your account subject to final payment or clearing. We may not make the proceeds available for use until receipt of unconditional payment. We reserve the right to debit your account with payment sum and relevant charges if the unconditional payment of an inward remittance is not actually received by us for any reason.
匯入匯款可以是港幣或任何其他貨幣。本行接受每筆存入閣下賬戶的匯入匯款，惟受限於最終付款或清算。本行於收訖無條件付款前可能不會把款項作為可供使用的資金。如本行因任何原因未有實際收到匯入匯款的無條件付款，本行保留從閣下賬戶中扣除付款額和相關費用的權利。

(b) We have the right to require you to provide details of an inward remittance when depositing it, and verify such details provided by you in processing the deposit. If there is any discrepancy between such details and the outcome of our verification, the outcome of our verification is final and binding on you. For incoming cross-border payments, unless otherwise instructed by the remitting bank, we will promptly credit the remitted funds to your account 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.
本行有權要求閣下於存入匯入匯款時提供其詳細資料，並有權於處理存款時核證該等由閣下提供的詳細資料。如該等詳細資料與本行的核證結果有歧異，本行的核證結果為最終且對閣下有約束力。至於匯入的跨境付款，除匯款銀行另有指示外，本行會在確認收到資金及完成任何必要的檢查後將匯款貸記至閣下的賬戶。假如本行未能如此行事，本行將通知閣下並提供解釋，除非本行有足夠理據不作通知及解釋。

(c) The proceeds of an inward remittance may not be credited to your account on the same day if we do not receive it before the cut-off time set by us. 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.
如本行未有於本行所訂的截數時間前收到匯入匯款的所得款項，該等款項可能不會在同日貸記至閣下的賬戶。利息只會在匯入匯款貸記至閣下的賬戶後累計。本行將在收到付款後的一段合理時間內通知閣下。

Section(XI) Banking Services Relating To Faster Payment System
第(XI)段 有關快速支付系統的銀行服務

1. Introduction
簡介

(a) We provide the FPS Services to you to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Section governs our provision to you and your use of the FPS Services. The FPS Services form part of our banking Services. This Section supplements and forms part of our General Terms and Conditions for Private Banking Bank Accounts Services (*"Existing Terms*"). The provisions of the Existing Terms continue to apply to the FPS Services to the extent that they are relevant and not inconsistent with the provisions in this Section. Unless otherwise specified, the provisions of this section prevail if there is any inconsistency between them and the provisions of the Existing Terms with respect to the FPS Services.
本行向閣下提供快速支付系統服務讓閣下使用快速支付系統進行付款及資金轉賬。快速支付系統由結算公司提供及運作。因此，快速支付系統服務受結算公司不時就快速

支付系統施加的規定、指引及程序規限。本段規管本行為閣下提供快速支付系統服務及閣下使用快速支付系統服務。快速支付系統服務構成本行提供的整體銀行服務的一部份。本段補充及構成本行的《私人銀行賬戶服務的一般條款與細則》的一部份（「現有條款」）。凡與快速支付系統服務相關並與本段的條文無不一致的現有條款將繼續適用於快速支付系統服務。就快速支付系統服務而言，除非另有指定，若本段的條文跟現有條款的條文出現不一致，均以本段的條文為準。

(b) By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of this Section. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of this Section.
當閣下要求本行代閣下於結算公司快速支付系統中登記任何識別代號，或代閣下使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系統進行付款或資金轉賬，閣下即被視為已接受本段的條文並受其約束。除非閣下接受本段的條文，閣下不應要求本行代閣下登記任何識別代號或設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉賬。

(c) We may provide the FPS Services at our own discretion to you who initiate any payment or fund transfer instructions. For the avoidance of doubt, we reserve the right to determine effecting any payment or fund transfer instructions by Clearing House Automated Transfer System (CHATS) or by telegraphic transfer. You will be informed that the payment or fund transfer will be made using the HKICL FPS before you confirm the instruction. By confirming the instruction, you will be regarded as having accepted and will be bound by the provisions of this Section. If you do not accept the provisions of this Section, you should cancel the instruction.
本行有權自行決定向發出任何付款或資金轉賬指示的客戶提供快速支付系統服務。為避免疑慮，本行保留權利選擇以同業撥賬方式或以電匯方式處理所發出的付款或資金轉賬指示。在閣下確認指示前，閣下將被通知付款或資金轉賬會經結算公司快速支付系統處理。閣下確認指示將被視為已經接受和受本段的條文約束。如閣下不接受本段的條文，閣下應該取消指示。

(d) In this Section, the following terms have the following meanings:
在本段中，下列的詞語具下列定義：

"*Addressing Service*" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.
「*賬戶綁定服務*」指由結算公司提供作為結算公司快速支付系統一部份的服務，讓參與者的客戶使用預設的識別代號(而非賬戶號碼)識別一項付款或資金轉賬指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

"Default Account" means the account maintained by you with us or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.
「*預設賬戶*」指閣下於本行或任何其他參與者維持的賬戶，並設置該賬戶為預設賬戶，以使用結算公司快速支付系統收取付款或資金，或(如結算公司的規定、指引及程序指

明或許可並在指明或許可的範圍內)支付付款或資金。

"*eDDA*" means a direct debit authorisation set up by electronic means using HKICL FPS.
「*電子直接付款授權*」指使用結算公司快速支付系統以電子方式設置的直接付款授權。

"eDDA Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorization.
「*電子直接付款授權服務*」指由結算公司提供作為結算公司快速支付系統一部份的服 務,讓參與者的客戶設置直接付款授權。

"FPS Identifier" means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.
「*快速支付系統識別碼*」指由結算公司快速支付系統產生的並與參與者的客戶賬戶關 聯的獨有隨機號碼。

"*FPS Services*" means the Services (including the QR Code Services) provided by us to you from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other Services and facilities provided by HKICL in connection with the Faster Payment System from time to time.
「*快速支付系統服務*」指本行向閣下不時提供的服務(包括二維碼服務),讓閣下使用結 算公司快速支付系統及結算公司就快速支付系統不時提供的賬戶綁定服務、電子直接付款授權服務及任何其他服務及設施,進行付款及資金轉賬。

"*HKICL*" means Hong Kong Interbank Clearing Limited and its successors and assigns.
「*結算公司*」指香港銀行同業結算有限公司及其繼承人及受讓人。

"HKICL FPS"' or "Faster Payment System" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.
「*結算公司快速支付系統*」或「*快速支付系統*」指由結算公司不時提供、管理及運作的 快速支付系統及其相關設施及服務,用作(i)處理直接付款及存款、資金轉賬及其他付款交易;及(ii)就電子直接付款授權服務及賬戶綁定服務交換及處理指示。

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
「*香港*」指中華人民共和國香港特別行政區。

"Participant" means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.
「*參與者*」指結算公司快速支付系統的參與者,該參與者可以是銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與者的人士。

"*Proxy ID"* means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.
「*識別代號*」指結算公司接納用作賬戶綁定服務登記的識別資料,以識別參與者的客戶賬戶,包括客戶的流動電話號碼或電郵地址,或快速支付系統識別碼。

"QR *Code Services"* means the QR code and the associated payment and funds transfer services provided by us to you from time to time.
「*二維碼服務*」指由本行不時向客戶提供的二維碼及相關聯的付款及資金轉賬服務。

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or their respective Affiliates or group companies, or you are subject or are expected to comply with from time to time.
「*監管規定*」指結算公司、本行、任何其他參與者、彼等各自的聯屬公司或集團公司或閣下不時受規限或被期望遵守的任何法律、規則或法庭判令，或由任何監管機構、政府機關(包括稅務機關)、結算或交收銀行．交易所、業界或自律監管團體(不論於香港境內或境外)發出的任何規定、指示、指引、守則、通知或限制(不論是否具有法律效力)。

"*you*" and "*your*" means each customer to whom we provide FPS Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to us in connection with the use of the FPS Services.
「*閣下*」及「*閣下的*」指本行提供快速支付系統服務的每位客戶，及如文義允許，包括 任何獲客戶授權向本行發出有關使用快速支付系統服務的指示或要求的任何人士。

"*we*", "*us*" and "our" means China Zheshang Co., Ltd., Hong Kong Branch and its successors and assigns.
「*本行*」及「*本行的*」指浙商銀行股份有限公司香港分行及其繼承人及受讓人。

2. Scope of FPS Services and conditions for use
快速支付系統服務的範圍及使用條款

(a) We provide the FPS Services to you to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the FPS Services and the conditions and procedures for using the FPS Services. In order to use the FPS Services, you have to accept and follow these conditions and procedures.
本行向閣下提供快速支付系統服務，讓閣下使用快速支付系統及結算公司就快速支付系統不時提供的賬戶綁定服務、電子直接付款授權服務及任何其他服務及設施進行付款及資金轉賬。本行有權不時制定或更改快速支付系統服務的範圍及使用快速支付系統服務的條款及程序。閣下須接受及遵守此等條款及程序方可使用快速支付系統服務。

(b) We may provide the FPS Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
本行可提供快速支付系統服務，以本行不時指定的幣種(包括港幣及人民幣)進行付款及資金轉賬。

(c) In order to enable us to handle an instruction for you in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.
閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理使用結算公司快速支付系統進行付款或資金轉賬的指示。

(d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
所有使用結算公司快速支付系統進行的付款或資金轉賬交易將按照銀行同業結算及交收安排(包括但不限於參與者及結算公司不時協議有關快速支付系統的安排)處理、結算及交收。

(e) We reserve the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.
本行保留權利，隨時暫停或終止部份或全部快速支付系統服務，而無須給予通知或理由。

3. Addressing Service - registration and amendment of Proxy ID and related records
賬戶綁定服務 - 登記及更改識別代號及相關紀錄

(a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
閣下須於結算公司快速支付系統登記閣下的識別代號，方可經結算公司快速支付系統使用賬戶綁定服務收取付款或資金轉賬。本行有酌情權是否向閣下提供快速支付系統識別碼作為識別代號。

(b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規定、指引及程序。閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成登記程序，方可讓本行代閣下登記或更改識別代號或任何相關紀錄。

(c) At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorize us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.
倘閣下在任何時間為多個賬戶(不論該等賬戶於本行或於其他參與者維持)登記相同的識別代號，閣下必須將其中一個賬戶設置為預設賬戶。當閣下指示本行代閣下設置或更改預設賬戶，閣下即同意並授權本行代閣下向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設賬戶。

4. eDDA Service
電子直接付款授權服務

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification

numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.
閣下須以本行不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓本行代閣下處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的賬戶號碼或客戶識別號碼或代碼, 以設置電子直接付款授權。為免生疑問，識別代號並非為設置電子直接付款授權而設，設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。

5. Your responsibility
閣下的責任

(a) Present genuine owner or authorised user of Proxy ID and accounts
識別代號及賬戶現時真正的持有人或授權使用人

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.
閣下只可為自己的賬戶登記閣下自己的識別代號，亦只可為自己的賬戶設置電子直接付款授權。閣下必須是每項識別代號及每個提供予本行登記使用賬戶綁定服務及電子直接付款授權服務的賬戶現時真正的持有人或授權使用人。當閣下指示本行代閣下登記任何有關快速支付系統的識別代號 或賬戶，即確認閣下為相關識別代號或賬戶之現時真正的持有人或授權使用人。這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。

(b) Proxy ID
識別代號

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time. You understand and agree that we, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without your consent.
任何閣下用作登記賬戶綁定服務的識別代號必須符合結算公司不時施加的適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與閣下於相關時間在本行紀錄上登記的聯絡資料相同。閣下明白並同意，本行、其他參與者及結算公司有權及可酌情無須通知及閣下同意，取消任何根據可用資料屬不正確或非最新的識別代號的登記。

(c) Correct information
正確資料

(i) You will be solely responsible for the accuracy and completeness of all information (including any beneficiary account information) provided and that we shall not be

responsible for checking or verifying the same and we shall not be liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by you.
閣下須對其所提供的全部資料(包括任何收款人賬戶資料)之準確性及完整性負全責，本行無責任檢查或覆核該等資料，本行並不對因閣下提供的資料的任何錯誤、遺漏或不完整而引起之任何損失或損害負任何責任。

(ii) Without prejudice to the generality of sub-Clause (i), you have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.
在不影響上述(i)條文下，閣下須確保所有閣下就登記或更改識別代號(或任何相關紀錄)或就設置電子直接付款授權提供的資料均為正確、完整、最新的且並無誤導。閣下須於合理切實可行情況下盡快以本行指定的形式或方法通知本行任何對資料的更改或更新。

(iii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.
在發出每項付款或資金轉賬指示時，閣下須對使用正確及最新的識別代號及相關紀錄負全責。閣下須就不正確或過時的識別代號或相關紀錄導致本行及結算公司快速支付系統作出任何不正確的付款或轉賬負全責並確保本行不致有損失。

(d) Timely updates
適時更新

You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.
閣下有完全責任向本行適時發出指示及提供資料變動或更新，以更改閣下的識別代號(或相關紀錄)或任何電子直接付款授權設置，包括但不限於更改閣下的預設賬戶，或終止任何識別代號或電子直接付款授權。閣下承認，為確保有效地執行付款及資金轉賬指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉賬，備存閣下最新的識別代號、電子直接付款授權及所有相關紀錄至為重要。

(e) Change of Default Account
更改預設賬戶

If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

倘閣下或相關參與者因任何原因終止作為預設賬戶的賬戶(包括該賬戶被暫停或終止)，結算公司的系統會自動按賬戶綁定服務下與相同識別代號相聯的最新登記紀錄指派預設賬戶。閣下如欲設置另一賬戶作為預設賬戶，閣下須透過維持該賬戶的參與者更改登記。

(f) Transactions binding on you
閣下受交易約束

(i) For any payment or funds transfer, once you confirm the details of a Transaction and submit instruction to us, such instruction and any resulting Transaction is final, irrevocable and binding on you.
就任何付款或資金轉賬，當閣下向本行發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對閣下具有約束力。

(ii) For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.
就登記識別代號或設置電子直接付款授權而言，當閣下向本行發出指示，該指示即屬不可撤銷，並對閣下具有約束力。閣下可按照本行不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

(g) Use FPS Services responsibly
負責任地使用快速支付系統服務

You must use the FPS Services in a responsible manner. In particular, you have to comply with the following obligations:
閣下必須以負責任的方式使用快速支付系統服務，尤其需要遵守下列責任：

(i) You must comply with all Regulatory Requirements that govern your use of the FPS Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the FPS Services for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.
閣下必須遵守所有規管閣下使用快速支付系統服務的監管規定，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。閣下不得使用快速支付系統服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途。

(ii) In sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.
凡向使用結算公司快速支付系統收取閣下付款或資金轉賬的收款人或電子直接付款授權的交易對方發出會被顯示的備註或訊息，閣下須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露。

(iii) If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to

generate a number or value that you desire.
倘本行向閣下提供快速支付系統識別碼作為識別代號，閣下不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及重發申請。

(h) Other obligations regarding payments and funds transfers
其他有關付款及資金轉賬的責任

(i) In giving instructions to make payments or effect Transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible to check whether the payment recipient and the Transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.
在發出付款或交易的指示時，閣下同意採取合理可行的步驟以保障閣下自身的利益、資金及資產免受欺詐或其他非法活動的損害。閣下每次均有責任查證 收款人實屬可靠並且交易實屬真確，以及作出明智的判斷。為協助閣下對欺詐、詐騙和欺騙活動保持警惕，本行將根據從快速支付系統或香港警務處不時接 收到的風險警告、訊息及指標發出風險警示。

(ii) Any instruction given by you in relation to the FPS Services will be handled by us in accordance with this Section and the applicable provisions in the Existing Terms. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorizations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
本行將按本段及現有條款下的適用條款處理閣下就快速支付系統服務的任何指示。閣下須遵守其他有關付款、資金轉賬及直接付款授權的責任，包括但不限於在相關賬戶存有足夠資金用作不時結清付款及資金轉賬指示。

(i) You are responsible for your Authorized Persons
閣下須就閣下的獲授權人士負責

Where you authorize any other person to give instructions or requests to us in connection with the use of the FPS Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
當閣下授權其他人士向本行發出有關使用快速支付系統服務的指示或要求(不論閣下為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織)：

(i) you are responsible for all the acts and omissions of each person authorized by you;
閣下須為每名獲閣下授權的人士的所有作為及不作為負責；

(ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorized by you, will be irrevocable and binding on you; and
任何本行收到並真誠相信乃由閣下或任何獲閣下授權的人士發出的指示或要求，均屬不可撤銷並對閣下具有約束力；及

(iii) you are also responsible for ensuring that each person authorized by you will comply with the provisions of this Section that are applicable to him/her when acting on your

behalf.
閣下有責任確保每名獲閣下授權的人士均會遵守本段就其代閣下行事適用的條款。

(j) You are responsible for all charges
閣下需要承擔所有費用

The FPS Services are subject to the charges and at the rates as prescribed by us or any other Participants from time to time and you are fully responsible for the same.
閣下有责任支付本行或其他參與者就快速支付系統服務不時釐訂之價格及費用。

6. Our responsibility and limitation of liability
本行的責任及責任限制

(a) We will process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.
本行會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交閣下的指示及要求。結算公司快速支付系統有權按其認為適當的次序或方法處理及執行閣下的指示及要求。本行無法控制結算公司快速支付系統的運作或其執行閣下的指示或要求的時間。當本行從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及閣下任何的識別代號(或相關紀錄)或電子直接付款授權設置或其他有關快速支付系統事項的狀況更新通知，本行會以其認為適當的方式及時間通知閣下。

(b) Without reducing the effect of Clause 6(a) above or the provisions of the Existing Terms:
在不減低上文第 6(a)條或現有條款的效力下：

(i) 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 FPS Services or the processing or execution of instructions or requests given by you in relation to the FPS Services or HKICL FPS, 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;
本行無須負責閣下或任何其他人士有關或因使用快速支付系統服務，或有關或因處理或執行閣下就有關快速支付系統服務或結算公司快速支付系統的指示或要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開 支屬直接及可合理預見並直接且完全由於本行或本行人員、僱員或代理的疏忽或 故意失責引致；

(ii) 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 one or more of the following:
為求清晰，本行無須負責閣下或任何其他人士因或有關下列一項或多項事宜，而可能引致或蒙受的任何種類的損失、損害或開支：

(A) your failure to comply with your obligations relating to the FPS Services; and

閣下未遵守有關快速支付系統服務的責任；及

(B) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and
結算公司快速支付系統或快速支付系統的任何功能產生或引致的，或本行可合理控制以外的情況引致的延誤、無法使用、中斷、故障或錯誤，包括本行從快速支付系統或香港警務處接收到有關懷疑欺詐、詐騙或欺騙的風險警告、訊息及指示的任何延誤或錯誤；及

(iii) in no event will we, our Affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
在任何情況下，就任何收益損失或任何特別、間接、附帶、繼起或懲罰性損失或損害賠償(不論是否可預見或可能發生)，本行、本行的聯屬公司或集團公司、本行的特許人、及上述彼等各自的人員、僱員或代理均無須向閣下或任何其他人士負責。

(c) Without prejudice to any provisions of this Section, we reserve the right not to accept or otherwise reject any instruction given by you in relation to the FPS Services with or without giving any reason. We further reserve the right to delay or not to process any instruction given by you in relation to the FPS Services with or without notice for any reason, including but not limited to:
在不損害本段其他條文下，無論有否向閣下解釋有關原因，本行有權利拒絕或不接受閣下就快速支付系統服務所作出的指示。無論有否向閣下解釋有關原因，本行亦保留延遲或拒絕處理閣下就快速支付系統服務所作出的指示，當中包括但不限於：

(i) if we are of the opinion that:
當本行認為：

(A) the relevant information is not complete or has not been accurately or properly provided or is not sufficiently clear; or
有關資料並不完整、不準確或不清晰；或

(B) there are not sufficient available funds in the relevant account for settling the relevant payment or funds transfer instructions from time to time; or
相關賬戶並沒有足夠資金去完成有關付款或轉賬指示；或

(C) the processing of the relevant payment or funds transfer instructions may breach any Applicable Laws or regulations; or
處理有關付款或轉賬指示會違反任何適用法律或規則；或

(ii) for security reasons (including but not limited to where our fraud prevention or risk control measures or procedures which we deem appropriate to adopt cannot be completed, fulfilled or satisfied).
基於任何保安理由(包括但不限於當本行並未能完成、履行或滿足本行認為應該要採取與防犯欺詐或風險管理相關的措施或程序)。

We shall not be liable for any loss or damage incurred or suffered by any person caused by any non-acceptance, rejection, delay or non-processing of any instruction given by you in relation to the FPS Services for any reason.
本行不會對任何人士因閣下就快速支付系統服務發出指示但因該指示不被接受、被拒絕、延遲或不被執行而招致的任何損失或損害負上任何責任。

(d) Your confirmation and indemnity
閣下的確認及彌償

(i) 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 FPS Services or your use of the FPS Services.
在不減低閣下在現有條款下提供的任何彌償或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)有關或因本行提供快速支付系統服務或閣下使用快速支付系統服務而可能引致或蒙受任何種類的法律責任、申索、索付、損失、損害賠償、成本、費用及開支(包括以全額彌償基準彌償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每名人員、僱員及代理免受損失。

(ii) 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. The above indemnity shall continue to have effect after the termination of the FPS Services.
如任何法律責任、申索、索付、損失、損害賠償、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且直接及完全因本行或本行人員、僱員或代理的疏忽或故意失責引致，上述彌償即不適用。上述彌償在快速支付系統服務終止後繼續有效。

7. Collection and use of customer information
收集及使用客戶資料

(a) For the purposes of using the FPS Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
為了使用快速支付系統服務，閣下可能需要不時向本行提供有關下列一名或多名人士的個人資料及其他資料：

(i) yourself;
閣下；

(ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
閣下付款或資金轉賬的收款人，或閣下設置電子直接付款授權的交易對方；及

(iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, Authorized Persons and representatives.
如閣下為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，閣下的任何董事、人員、僱員、獲授權人士及代表。

All personal data and information provided to us or compiled by us from time to time in connection with the FPS Services are collectively referred to as "*Customer Information*".
本行不時就有關快速支付系統服務獲提供或由本行編制的個人資料及資訊統稱為「*客戶資料*」。

(b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, Authorized Persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
閣下同意(及如適用，閣下代表閣下的每名董事、人員、僱員、獲授權人士及代表同意) 本行可為快速支付系統服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或多項：

(i) providing the FPS Services to you, maintaining and operating the FPS Services;
向閣下提供快速支付系統服務，維持及運作快速支付系統服務；

(ii) processing and executing your instructions and requests in relation to the FPS Services from time to time;
處理及執行閣下不時有關快速支付系統服務的指示及要求；

(iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
披露或轉移客戶資料予結算公司及其他參與者，供彼等就結算公司快速支付系統的運作使用；

(iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
按需遵守的監管規定而作出披露；及

(v) purposes relating to any of the above.
任何與上述有關的用途。

(c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
閣下明白及同意客戶資料可能被結算公司、本行或其他參與者再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三者，作為提供及運作賬戶绑定服務及電子直接付款授權服務之用。

(d) If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in Clauses 7(a)(ii) or 7(a)(iii) above), you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this provision.

倘客戶資料包括閣下以外其他人士的個人資料(包括任何於上述第 7(a)(ii)條或第 7(a)(iii)條指明的人士)，閣下確認閣下會取得並已取得該人士同意，就結算公司、本行及其他參與者按本條款指明的用途使用(包括披露或轉移)其個人資料及其他資料。

8. QR Code Services
二維碼服務

(a) This Clause 8 applies to the use of the QR Code Services, together with the Existing Terms and any other terms and conditions that apply to the mobile application (“App”) through which you access the QR Code Services.
本第 8 條，連同現有條款及適用於閣下透過其使用二維碼服務的流動應用程式（「二維碼應用程式」）的任何其他條款及細則，均適用於二維碼服務的使用。

(b) Using the QR Code Services and your responsibility
使用二維碼服務及閣下的責任

(i) The QR Code Services allow you to scan a QR code provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.
二維碼服務讓閣下掃描由本行或其他人士提供的二維碼，從而自動收集付款或資金轉賬資料，而無須人手輸入資料。由其他人士提供的二維碼，必須符合結算公司指定的规格及標準方能獲接納。在確認任何付款或資金轉賬指示之前，閣下須負全責確保收集得來的資料是準確及完整。就該等付款或資金轉賬資料所含的任何錯誤，本行概不負責。

(ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.
二維碼服務可在本行不時支援及指定的操作系統的流動裝置上使用。

(iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.
二維碼服務的更新版本可透過提供二維碼應用程式的應用程式商店定期推出。某些裝置會自動下載更新版本。如使用其他裝置，閣下須自行下載更新版本。視乎更新版本，閣下可能在下載更新版本前無法使用二維碼服務。閣下須負全責確保已於閣下的流動裝置下載最新版本，以使用二维碼服務。

(iv) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the App and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.
本行只向本行客戶提供二維碼服務。倘本行發現閣下不符合使用二维碼服務的資格，本行有權取消二維碼應用程式內閣下的賬戶及／或禁止閣下取用二維碼服務。

(v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where we are not licensed or authorized to provide the QR Code Services.
本行無意於其法律或規則不容許使用二維碼服務的司法管轄區內提供二維碼服務，亦無意於本行未獲發牌或授權在其境內提供二維碼服務的司法管轄區內提供二維碼服務。

(vi) You must comply with all Applicable Laws and regulations that govern your download of the App, or access or use of the App or the QR Code Services.
閣下必須遵守規管閣下下載二維碼應用程式，或存取或使用二維碼應用程式或二維碼服務的所有適用法律及規則。

(c) Security
保安

(i) You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been “jail-broken” or “rooted”. A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.
閣下不得在流動裝置或操作系統供應商支援或保修的配置範圍以外或經修改的任何裝置或操作系統上使用二維碼服務。該等裝置包括已被破解(越獄)或已被破解(超級用戶權限)的裝置。已被破解(越獄)或已被破解(超級用戶權限)的裝置是指未經閣下的流動服務供應商及電話製造商批准而自行解除其所設限制的裝置。在已被破解(越獄)或已被破解(超級用戶權限)的裝置上使用二維碼服務，可能導致保安受損及欺詐交易。在已被破解(越獄)或已被破解(超級用戶權限)的裝置上使用二維碼服務，閣下須自行承擔全部風險，就閣下因而蒙受或招致的任何損失或任何其他後果，本行概不負責。

(ii) You are fully responsible for all instructions or requests given by you or any other person authorized by you during the use of the QR Code Services.
閣下須就在使用二維碼服務過程中由閣下或獲閣下授權的任何人士發出的指示或要求負全責。

(iii) You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.
閣下須負全責確保閣下的流動裝置所顯示或儲存的資料受妥善保管。

(iv) If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.
如閣下知道或懷疑有任何其他人士知悉閣下的保安資料，或曾使用或企圖使用閣下的保安資料，或如閣下的流動裝置遺失或被竊，閣下必須在合理切實可行情況下盡快通知本行。

(d) Our responsibility and limitation of liability

本行的責任及責任限制

(i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.
本行會用商業上合理努力提供二維碼服務，但如未能提供二維碼服務，本行概不負責。

(ii) The QR Code Services are provided on an "as is" basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.
二維碼服務是以「現在既有狀態」提供，而且不就其功能作出任何種類的陳述、保證或協議。本行不能保證在使用二維碼服務時病毒或其他污染或破壞性數據不被傳送，或閣下的流動裝置不被損害。本行對閣下使用二維碼服務而引致任何損失概不負責。

(iii) You understand and agree that:
閣下明白及同意：

(A) You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.
閣下自行承擔使用二維碼服務的風險。在法律容許的最大範圍內，本行明確聲明拒絕承擔所有不論種類的明示或暗示保證及條件。

(B) You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
閣下透過使用二維碼服務下載或獲取任何材料或資料屬個人決定並須自行承擔風險。任何因下載、獲取或使用該等材料或資料而對閣下的電腦或其他裝置造成任何損害或造成資料損失，概由閣下負責。

(iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.
為免生疑問，上文無意排除或限制任何不能合法地排除或限制的條件、保證、權利或責任。

Section (XII) e-Cheque Deposit Services
第(XII)段 電子支票存入服務

1. Applicability and definitions
適用性及定義

(a) The provisions in this Section apply to our Services relating to e-Cheques. The other provisions of these Terms and Conditions 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 Section. The provisions of this Section prevail if there is any inconsistency between them and other provisions of

these Terms and Conditions with respect to the e-Cheques Deposit Services.
本段以下的條文適用於本行有關電子支票的服務。此等條款與細則中適用於實物支票或適用於本行一般服務的其他條文，凡內容相關的且不與本段條文不一致的，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，若本段的條文跟此等條款與細則的其他條文出現不一致，均以本段的條文為準。

(b) For the purpose of the e-Cheques Deposit Services, the following terms have the following meanings:
就電子支票服務為目的，下列詞語具下列定義：

(i) "Bills of Exchange Ordinance" means the Bills of Exchange Ordinance (Cap. 19, Laws of Hong Kong), as may be amended from time to time.
「匯票條例」指可被不時修訂的香港法例第 19 章《匯票條例》，。

(ii) "Clearing House" means Hong Kong Interbank Clearing Limited and its successors and assigns.
「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。

(iii) "Deposit Channel" means any channel offered by us from time to time for presentment of e-Cheques for deposit.
「存入途徑」指本行不時提供用作提示電子支票以求存入的任何途徑。

(iv) "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.
「電子支票」指以電子記錄(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。

(v) "e-Cheques Deposit Services" mean the Services offered by us to you from time to time for depositing e-Cheques.
「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。

(vi) "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.
「電子支票存票」或「電子支票存票服務」指由結算所提供接受提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賬戶，方可提示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。

(vii) "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.

「電子支票存票服務賬戶」指電子支票存票服務的使用者賬戶，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賬戶方可使用電子支票存票服務提示電子支票以存入受款人賬戶，本定義可根據電子支票存票服務條款不時修訂。

(viii) "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.
「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及其使用。

(ix) "Industry Rules and Procedures" means the rules and operating procedures governing the handling of e-Cheques adopted by the Clearing House and the banking industry from time to time.
「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採用的規則及運作程序。

(x) "Payee Bank" means the bank at which a Payee Bank Account is held.
「受款人銀行」指受款人賬戶所在的銀行。

(xi) "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.
「受款人賬戶」就每張使用電子支票存入服務提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賬戶，而該賬戶可以是受款人的個人名義賬戶或受款人的聯名賬戶。

(xii) "Payer Bank" means the bank which digitally signed an e-Cheque created by its customer.
「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。

(xiii) "you" means each customer to whom we provide e-Cheques Deposit Services.
「閣下」指本行向其提供電子支票存入服務的每位客戶。

2. Nature and scope of e-Cheques Deposit Services
電子支票存入服務的性質及範圍

(a) 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.
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。

(b) 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 Drop Box Service offered by the Clearing House or using our Deposit Channels, in accordance with Clause 3 below in this Section.
電子支票存入服務讓閣下及其他人士可按本段下列第 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提示電子支票(不論向閣下及 / 或受款人賬戶的任何其他持有人支付)以存入本行(作為受款人銀行)。

(c) 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.
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。

(d) 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):
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)：

(i) the service hours of the e-Cheques Deposit Services (including cut-off times for issuing, countermanding or presenting e-Cheques);
電子支票存入服務的服務時間(包括提示電子支票發出、止付或提示的截數時間)；及

(ii) any fees and charges payable by you for the e-Cheques Deposit Services.
閣下須就電子支票存入服務支付的任何費用。

3. e-Cheques Deposit Services
電子支票存入服務

(a) The e-Cheques Deposit Services may allow presentment of e-Cheques for deposit with us (as Payee Bank) using the Drop Box Service provided by the Clearing House or using our Deposit Channels.
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，提示電子支票以存入本行(作為受款人銀行)。

(b) e-Cheque Drop Box Service
電子支票存票服務

(i) 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.
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。

(ii) In order to use the e-Cheque Drop Box Service, you are required by the e-Cheque Drop Box Terms to register a 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 a 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).
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賬戶連同一個或多個受款人賬戶，以供提示電子支票。電子支票存票服務條款容許閣下以閣下同名賬戶或閣下同名賬戶以外的其他賬戶作為受款人賬戶登記電子支票存票服務賬戶。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賬戶出示的所有電子支票負責(包括任何向閣下同名賬戶以外的受款人賬戶提示電子支票)。

(iii) Any issue relating to the use of the e-Cheque Drop Box Service should be handled in accordance with the e-Cheque Drop Box Terms. We may (but have no obligation to) provide 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.
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記錄或影像，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賬戶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。

(iv) 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.
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。除非電子支票存票服務條款另有指明，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。

(c) Our Deposit Channels
本行的存入途徑

We may specify or vary from time to time without notice (i) the available Deposit Channels; and (ii) the terms governing the use of any Deposit Channel. You are responsible for the presentment of all e-Cheques by you or any other person via your Payee Bank Account by using our Deposit Channels.
本行可不時指定或更改(i)可用的存入途徑；及(ii)任何存入途徑的條款而無須通知。閣下須就閣下或任何其他人士使用本行的存入途徑透過閣下的受款人賬戶提示的所有電子支票負責。

4. Handling of e-Cheques, associated risks and our liabilities
電子支票的處理、相關風險及本行的責任

(a) Handling of e-Cheques

電子支票的處理

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.
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、提示、支付、代收、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提示的方式，或可能指定其他的支票提示方式，本行有權按業界規則及程序，向付款人銀行提示任何付款予閣下的電子支票，以收取款項。

(b) Limitation of our liability
本行責任的限制

Without reducing the effect of the other provisions of these Terms and Conditions:
在不減低於此等條款與細則中其他條款效力的情況下：

(i) 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;
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、提示、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；

(ii) 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):
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：

(A) use of the e-Cheque Drop Box Service by you or any other person, or the e-Cheque Drop Box Terms;
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；

(B) your failure to comply with your obligations relating to the e-Cheques Deposit Services,
閣下未遵守有關電子支票存入服務的責任；

(C) 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
按業界規則及程序提示付款予閣下的電子支票，雖然匯票條例的條文有所規

定；及

(D) 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
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

(iii) 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.
在任何情況下，就任何收益的損失或任何特別、間接、繼起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。

(c) Your confirmation and indemnity
閣下的確認及彌償

(i) You accept the limitation 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 issuing and depositing e-Cheques.
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，承擔簽發及存入電子支票的風險及責任。

(ii) Without reducing the effect of any indemnity given by you under other provisions of these Terms and Conditions 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.
在不減低閣下在於此等條款與細則中其他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(或其任何一人)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法律責任、申索、索付、損失、損害、成本、費用及開支(包括以全額彌償方式彌償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(或其任何一人)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(及其任何一人)免受損失。

(iii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents.
如任何法律責任、申索、索付、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，上述彌償不適用。

(iv) The above indemnity shall continue to have effect after the termination of the e-Cheques Deposit Services.
上述彌償在電子支票存入服務終止後繼續有效。

Appendix (1)
附錄(1)

CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)

(a joint-stock company incorporated in the People's Republic of China with limited liability)

Data Policy Notice (the "Notice")

This Notice sets how CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH) (the "**Bank**", which expression shall include its successors and assigns) in the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") collects, holds, processes and uses personal data. This Notice forms part of the standard terms and conditions for banking facilities, account terms and conditions and/or other agreements or arrangements that a data subject or the relevant customer linked to the data subject enters into with the Bank. If any inconsistency is found, the provisions of this Notice shall prevail.

For the purposes of this Notice, "**Zheshang Group**" means the Bank and its branches, holding company, representative offices, subsidiaries and affiliates (including branches or offices of such subsidiary or affiliate).

References to "**data subjects**" in this Notice means the customers of the Bank and various other persons, including without limitation, applicants for banking/financial services and facilities, security providers, sureties, guarantors, shareholders, directors, controlling persons, beneficial owners, corporate officers and managers, sole proprietors, partners of a partnership, trustee, settlor or protector of a trust, representative, agent or nominee of a customer, suppliers, contractors, service providers and other contractual counterparties supplying data (including personal data as defined in the Personal Data (Privacy) Ordinance (the "**Ordinance**") and personal information as defined in the Personal Information Protection Law of the People's Republic of China and its subordinate laws and regulations (the "**PIPL**")) to the Bank, including their representatives, agents and employees, and the term "**data subjects**" shall have the same or equivalent meaning of "individuals" as described in the PIPL.

(a) From time to time, it is necessary for data subjects to supply the Bank with data in connection with various matters such as opening or continuation of accounts, establishment or continuation of banking facilities, provision of banking services and other financial services, provision of supplies or services to the Bank and/or data subjects or compliance with any laws, regulations, guidelines or requests issued by Authorities (as defined below).

(b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services or accept or continue with the provision of supplies or services.

(c) It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the relationships with them (e.g. when data subjects write cheques, deposit money, apply for facilities or services or give instructions); (ii) a person(s) acting on behalf of the data subjects whose data are provided; (iii) data subjects' use of the Bank's website, including in accordance with the Bank's Cookies Policy and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the Zheshang Group.

(d) The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject's relationship with the Bank. Broadly, they may comprise any or all of the following purposes:

(i) processing of applications for banking/financial services and facilities;

(ii) operation of services and credit facilities provided by the Bank to a data subject or the relevant customer linked to the data subject;

(iii) provision of reference (status enquiries);

(iv) conducting credit and other status checks (including upon an application for consumer credit (including mortgage loans) and when we review credit);

(v) conducting credit checks and collecting debts, and assisting other financial institutions to conduct credit checks and collect debts;

(vi) ensuring ongoing credit-worthiness of data subjects or the relevant customer linked to the data subject;

(vii) researching and/or designing financial services or related products for use by the data subject or the relevant customer linked to the data subject;

(viii) marketing services, products and other subjects (see further details in paragraph (h) below);

(ix) operating internal controls including determining the amount of indebtedness owed to or by a data subject or the relevant customer linked to the data subject;

(x) performing treasury functions;

(xi) provision of investment services, dealing and advisory services, custody services and other services under the terms and conditions of the accounts a data subject holds with the Bank;

(xii) enforcement of data subjects' obligations or those of the relevant customer linked to the data subjects, including without limitation the collection of amounts outstanding from data subjects or the relevant customer linked to the data subjects and those providing security for data subjects' obligations;

(xiii) for operational purposes, credit assessment, credit scoring models or statistical analysis, whether on the data subjects or otherwise;

(xiv) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of any member of Zheshang Group to comply with, or in connection with:

(1) any law regulation, judgment, court order, voluntary code, sanctions regime, within or outside Hong Kong existing currently and in the future;

(2) any guidelines, guidance or requests given or issued by any legal, judicial, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, and any of their delegates, appointees, auditors or agents, whether within or outside Hong Kong existing currently and in the future (the "**Authorities**") and any international guidance, internal policies or procedures;

(3) any present or future contractual or other commitment with local and foreign Authorities that is assumed by or imposed on or applicable to any member of Zheshang Group; by reason of its financial, commercial, business or other interest or activities in or related to the jurisdiction of the relevant local or foreign Authorities;

(xv) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information with Zheshang Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

(xvi) creating and maintaining the Bank's credit scoring models;

(xvii) enabling an actual or proposed assignee of the Bank or participant or sub-participant of the Bank's rights in respect of the data subject, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;

(xviii) purposes specifically provided for in any particular service or facility offered by the Bank. Such procedures include matching procedures (as defined in the Ordinance, but broadly includes comparison of two or more sets of the data subject's data, for purposes of taking actions adverse to the interests of the data subject, such as declining an application);

(xix) meeting any obligations of the Bank or any member of the Zheshang Group to comply with any demand or request from the Authorities, such as exchange of information, withholding or deduction;

(xx) providing data subjects of appropriate access to the Bank's products and services, such as the Bank's mobile banking platform;

(xxi) collaborating and interacting with third party service partners or intermediary to provide the data subject with access to relevant third-party service or products, such as insurance products;

(xxii) evaluation of staff performance;

(xxiii) customer and service eligibility analytics; and

(xxiv) all other incidental and associated purposes relating to any of the above, including seeking professional advice.

The Bank keeps data only for as long as is reasonably required for the above purposes or as required by applicable laws. This includes keeping, for as long as reasonably required, such data as required for handling enquiries relating to any of the above purposes. Data will be deleted or anonymized when the applicable retention period expires.

Personal data processed by the Bank usually includes identification data, biometric data, assets data, contact data, device data, geo-location data and other data relating to the data subject's accounts and transactions. Some of the data collected by the Bank may constitute sensitive personal data under the PIPL. In this case, the Bank will only process sensitive personal data with sufficient necessity to justify the purpose of such processing, strict protection measures in place, and if required by the PIPL, the data subject's separate consent. The Bank will also notify the data subject of the necessity of processing his/her sensitive personal data and the impact it has on his/her rights and interests. Data subject may refer to paragraphs (a) and (b) above for the necessity of the Bank's processing of sensitive personal data.

(e) Data held by the Bank relating to a data subject will be kept confidential but, subject to the data subject's separate consent (insofar as required by the PIPL), the Bank may provide such information to the following parties (whether within or outside Hong Kong) for any of the purposes set out in paragraph (d) above:

(i) any member of Zheshang Group, agent, contractor, sub-contractor, service provider or associate of Zheshang Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);

(ii) any third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);

(iii) subject to the competent authority's approval (insofar as required by the PIPL), any Authorities;

(iv) any person which has undertaken expressly or impliedly to any member of Zheshang Group to keep such information confidential;

(v) any authorised institution (as such term is defined in the Banking Ordinance) or other authorised or regulated entity of similar nature in another jurisdiction with which the data subject has or proposes to have dealings;

(vi) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

(vii) credit reference agencies (including, if applicable, the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;

(viii) any insurers, insurance broker companies, insurance agents with which the data subjects have or propose to have dealings;

(ix) any person to whom any member of Zheshang Group is under an obligation or required or expected to make disclosure under the requirements of any law binding on or applying to any member of Zheshang Group or any disclosure under and for the purposes set out in, or in connection with, paragraphs (d)(xiv), d(xv) or (d)(xix) above;

(x) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject or the relevant customer linked to the data subject; and

(xi) (1) any member of Zheshang Group;

(2) third party financial institutions, insurers, card companies, securities and investment services providers;

(3) third party reward, loyalty and privilege programme providers;

(4) co-branding partners of any member of Zheshang Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);

(5) charitable and non-profit making organisations; and

(6) external service providers (including but not limited to professional advisers, mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies, information technology companies and market research firms),

that the Bank engages for the purposes set out in paragraph (d)(viii).

Where the PIPL applies, prior to providing information to any third-party recipients, the Bank will also notify the data subject of the name and contact information of the recipients, the purposes and methods of the processing and provision of his/her personal data, and the types of personal data to be provided.

(f) Without prejudice to the generality of paragraph (l) below, the Bank may from time to time access and obtain consumer credit data of the data subject from a credit reference agency for reviewing any of the following matters in relation to existing credit facilities granted:

(i) an increase in the credit amount;

(ii) the curtailing of credit (including the termination of credit or a decrease in the facility amount); or

(iii) the putting in place or the implementation of a scheme of arrangement with the data subject.

When the Bank accesses consumer credit data about a data subject held with a credit reference agency, it must comply with the Code of Practice on Consumer Credit Data approved and issued under the Ordinance (the "**Code**") and other relevant regulatory requirements.

(g) Of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the mortgage account general data (described below) relating to data subjects (including any updated data thereof) may, subject to the data subject's separate consent (insofar as required by the PIPL), be provided by the Bank to a credit reference agency.

Such mortgage account general data means the following data of the data subject: full name, capacity in respect of each mortgage (as borrower, mortgagor or guarantor), Hong Kong Identity Card or travel document number, date of birth or date of incorporation, address, mortgage account number in respect of each mortgage, type of facility in respect of each mortgage, mortgage account status in respect of each mortgage (e.g. active, closed, write-off) and mortgage account closed date in respect of each mortgage, if any.

The credit reference agency will use the mortgage account general data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by a data subject (as borrower, mortgagor or guarantor respectively, whether in sole name or joint names with others) for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code).

(h) Use Of Data In Direct Marketing

The Bank intends to use the data subject's data in direct marketing and the Bank requires the data subject's consent (which, to the extent allowed under applicable laws, includes an indication of no objection) for that purpose. In this connection, please note that:

(i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Bank from time to time may be used by the Bank in direct marketing;

(ii) the following classes of services, products and subjects may be marketed:

(1) financial, insurance, credit cards, debit cards, banking and related services and products;

(2) reward, loyalty, co-branding or privilege programmes and related services and products;

(3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and

(4) donations and contributions for charitable and/or non-profit making purposes;

(iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:

(1) any other member of Zheshang Group;

(2) third party financial institutions, insurers, insurance broker companies, insurance agents, card companies, securities and investment services providers;

(3) third party reward, loyalty or privilege programme providers;

(4) co-branding partners of any member of Zheshang Group; and

(5) charitable or non-profit making organisations;

(iv) in addition to marketing the above services, products and subjects themselves, the Bank also intends to provide the data described in paragraph (h)(i) above to all or any of the persons described in paragraph (h)(iii) above for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes separate consent and, to the extent allowed under applicable laws, an indication of no objection) for that purpose; and

(v) the Bank may receive money or other property in return for providing the data to the other persons in paragraph (h)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (h)(iv) above, the Bank will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Bank at any time and without charge.

(i) Under and in accordance with the terms of the Ordinance, the Code and/or the PIPL, any data subject has the right:

(i) to check whether the Bank holds data about him/her and, except where the Bank is obligated to keep such data confidential (insofar as required by the PIPL), to access such data;

(ii) to require the Bank to correct any data relating to him/her which is inaccurate;

(iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;

(iv) to request to be informed of which items of data are routinely disclosed to credit reference agencies or debt collection agencies;

(v) to be provided with further information to enable an access and correction request to be made to the relevant credit reference agency or debt collection agency;

(vi) in relation to consumer credit data (including data relating to mortgages) which has been provided by the Bank to a credit reference agency, upon termination of the account by full payment, to instruct the Bank to request a credit reference agency to delete any such data from its database, so long as the instruction is given within 5 years of termination and there has been no payment default in excess of 60 days in the 5 years immediately before account termination;

(vii) to require the Bank to delete his/her personal data;

(viii) to restrict or object to the processing of his/her personal data;

(ix) to request an explanation of the rules governing the processing of his/her personal data;

(x) to request that the Bank provides the portal for transferring his/her personal data to a third party, provided that the Bank may only provide the third party with the means to access and obtain the relevant personal data under circumstances as provided under applicable laws;

(xi) to withdraw his/her consent to the processing of his/her personal data (the data subject should note that the withdrawal of consent shall not affect the effectiveness of the Bank's processing of personal data which had already been undertaken before such withdrawal of consent); and

(xii) where a decision that may have a significant impact on his/her rights and interests is made through automated decision making ("**ADM**"), to request an explanation of the matter and to refuse the Bank for making the decision only through ADM.

(j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (described below) may be retained by the credit reference agency until expiry of 5 years from the date of final settlement of the amount in default. Account repayment data includes amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to a credit reference agency), remaining available credit or outstanding balance, and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

(k) In the event any amount in an account is written off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph (j) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveals any default of payment lasting in excess of 60 days, until expiry of 5 years from the date of final settlement of the amount in default or expiry of 5 years from the date of discharge from bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.

(l) The Bank may obtain a credit report on or access the database of the data subject from a credit reference agency in considering any application for credit (including the renewal of existing credit facilities granted) or conducting credit reviews from time to time. In the event the data subject wishes to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.

(m) Data of a data subject may be processed, kept, transferred or disclosed in and to any jurisdiction (whether inside or outside of Hong Kong) as the Bank or any person who has obtained such data from the Bank referred to in paragraph (e) above considers appropriate and, with the data subject's separate consent (insofar as required by the PIPL). Such data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such jurisdiction.

(n) The Bank may outsource the processing and storage of personal data relating to a data subject to the head office of the Bank, which is located outside Hong Kong, in the Mainland of the People's Republic of China. Accordingly, personal data may be transferred by the Bank to, accessed from or processed in, the head office of the Bank outside Hong Kong. Where personal data is processed outside Hong Kong, non-Hong Kong Authorities may have a right to request access to such personal data pursuant to applicable laws and regulations in the relevant jurisdiction. The data subject acknowledges that, where the Bank outsources (among other things) the processing and storage of personal data to the head office of the Bank in the Mainland of the People's Republic of China, the head office of the Bank may, upon receipt of a valid request from competent Authorities in the Mainland of the People's Republic of China or where otherwise required under applicable laws and regulations of the Mainland of the People's Republic of China, disclose information relating to the data subject's accounts and transactions with the Bank, including their personal data, to such Authorities to enable them to perform their statutory, supervisory, law enforcement or regulatory functions.

(o) The Bank may charge a reasonable fee for the processing of any data access request.

(p) Nothing in this Notice shall limit the rights of data subjects under the Ordinance, the PIPL and other applicable laws.

(q) In accordance with the Ordinance, data subjects may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such requests should be addressed to:

The Data Protection Officer
CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)
15th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong
Facsimile: (852) 2320 3089

(r) In case of discrepancies between the English and Chinese versions, the English version shall prevail.

February 2026

浙商銀行股份有限公司(香港分行)

(於中華人民共和國註册成立的股份有限公司)

資料政策通告 ("通告")

本通告列載浙商銀行股份有限公司（「**本銀行**」，包括不論位於任何地方的所有分行及辦事處及其繼承人及承讓人）如何在中華人民共和國香港特別行政區（「**香港**」）收集、持有、處理和使用個人資料。本通告構成資料當事人或與資料當事人有聯繫的相關客戶與本銀行訂立的銀行授信標準條款、銀行帳戶的條款及細則及 / 或資料當事人與本銀行訂立的其他協議或安排的一部分。如有任何歧義，概以本通告的條文為準。

就本通告的目的而言，「**浙商集團**」指浙商銀行股份有限公司及其分行、控股公司、代表辦事處、附屬公司及聯屬機構（包括該等附屬公司或聯屬機構的分行或辦事處）。

本通告內對「**資料當事人**」的提述指本銀行客戶及向本銀行提供資料（包括《個人資料（私隱）條例》（「**該條例**」）所界定的個人資料以及《中華人民共和國個人信息保護法》及其下位法律法規（「**個保法**」））所界定的個人信息）的其他類型人士（包括其代表、代理及僱員），包括但不限於銀行 / 金融服務及授信申請人、提供抵押品的人士、保證人及擔保人、股東、董事、控制人、實益擁有人、公司職員及經理、獨資經營者、合夥的合夥人、信托的受托人、財產授予人或保護人、客戶的代表、代理或代名人、供應商、承包商、服務供應商及其他合約方，並且「**資料當事人**」一詞應與個保法提述的「個人」具備相同或同等的含義。

(a) 資料當事人在各項事情上如開立或延續帳戶、設立或延續銀行授信、要求提供銀行服務或其他金融服務，或向本銀行及/或資料當事人提供資源或服務或遵守任何法律、法規、指引或機關（定義見下文）出具的要求時，需要不時向本銀行提供有關的資料。

(b) 若未能提供有關資料，可能導致本銀行無法開立或延續帳戶、提供或延續銀行授信、提供銀行服務，接納或延續資源或服務供應。

(c) 本銀行亦會從以下各方收集資料：(i)資料當事人與本銀行正常業務往來期間，例如資料當事人簽發支票、存款、申請授信或服務或發出指示；(ii)代表資料當事人行事的人士提供資料當事人的資料；(iii)資料當事人使用本銀行網站，包括按照本銀行Cookies私隱政策收集及；(iv)其他來源（例如信貸資料服務機構）。資料也可能產生或與本銀行或浙商集團任何成員所掌握的其他資料組合。

(d) 資料當事人的資料的用途將視乎其與本銀行的關係性質而有所不同；大致而言，可包括下列任何用途：

- (i) 處理銀行/金融服務及授信的申請；
- (ii) 由本銀行向資料當事人或與資料當事人有聯繫的相關客戶提供的服務及借貸授信的運作；
- (iii) 提供信用查詢參考（狀況查詢）；
- (iv) 進行信貸及其他狀況審查(包括在申請消費信貸（包括按揭貸款）時，以及於本銀行進行審查信貸時）；
- (v) 進行信貸審查及追收債務，及協助其他金融機構進行信貸審查及追收債務；
- (vi) 確保資料當事人或與資料當事人有聯繫的相關客戶的信用維持良好；
- (vii) 研發及 / 或設計供資料當事人或與資料當事人有聯繫的相關客戶使用的金融服務或有關產品；
- (viii) 推廣服務、產品及其他項目（詳情請參閱下方（h）段）；
- (ix) 執行內部監控措施，包括確定本銀行與資料當事人或與資料當事人有聯繫的相關客戶相互間的債務；
- (x) 履行財資管理職能；
- (xi) 根據資料當事人在本銀行開立帳戶的條款及細則提供投資、交易、咨詢、託管及其他服務；
- (xii) 執行資料當事人或與資料當事人有聯繫的相關客戶向銀行所負的責任，包括但不限於向資料當事人或與資料當事人有聯繫的相關客戶及為資料當事人提供抵押品的人士追收欠款的責任；
- (xiii) 為資料當事人或非資料當事人作營運用途、信貸評估、信貸評分模式或統計分析；
- (xiv) 履行下列適用於浙商集團就披露及使用資料的義務、規定或安排（不論是強制或自願遵守的）：
  - (1) 任何香港境內或境外、目前或將來存在的任何法律、法規、判決、法庭命令、自律守則、制裁；
  - (2) 任何香港境內或境外、目前或將來存在的任何法律、司法、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會及其任何委派人、委任人、核數師或代理人「**機關**」作出或發出的任何指引或指導或要求，與及任何國際指引、內部政策或程序；
  - (3) 任何浙商集團成員與本地或外地機關的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地機關承擔或被施加的任何合約或其他承諾（包括目前及未來的合約或承諾）；
- (xv) 為遵守浙商集團為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何義務、規定、政策、程序、措施或安排，浙商集團將共用資料及資訊；
- (xvi) 為訂立和保持銀行的信用評分模式；

(xvii) 讓本銀行的實際或建議承讓人或本銀行對資料當事人的權利的參與人或附屬參與人可評估涉及有關該轉讓、參與或附屬參與的交易；

(xviii) 本銀行在提供指定服務或授信時特別設立的用途。有關程序包括配對程序（如該條例所界定，但大致包括比較資料當事人的兩組或更多資料，以決定採取不符合資料當事人利益的行動，例如否決申請）；

(xix) 履行本銀行或任何浙商集團成員遵守機關的任何要求和請求的義務，如資料交換、扣減或預扣；

(xx) 提供資料當事人取得本銀行產品及服務的適當途徑，例如本銀行的手機銀行平台；

(xxi) 與第三方服務合作夥伴或中介機構進行合作或互動，以向資料當事人提供取得第三方服務或產品（例如保險產品）的途徑；

(xxii) 僱員績效評估；

(xxiii) 客戶準入及服務準入分析；及

(xxiv) 一切與上述有聯繫及有關的用途，包括尋求專業意見。

對於資料的保存時限，本銀行不會超出上述用途的合理需要或適用法律的規定。包括在處理與上述用途有關查詢的合理需要。當適用的保存時限到期時，資料將被刪除或匿名化。

本銀行處理的個人資料通常包括身份識別資料、生物特徵資料、財產資料、聯絡資料、設備資料、地理位置資料以及與資料當事人帳戶和交易相關的其他資料。本銀行收集的部分資料可能構成個保法下的敏感個人資料。在此情況下，本銀行只有在該處理之目的具備充分的必要性、已採取嚴格的保護措施並且（如個保法要求）獲得資料當事人的單獨同意後方會處理敏感個人資料。本銀行亦將向資料當事人告知處理敏感個人資料的必要性以及對個人權益的影響。資料當事人可參閱以上第（a）及（b）段以瞭解本銀行處理敏感個人資料的必要性。

(e) 本銀行對資料當事人的資料將會保密，但本銀行可以（如個保法要求，則僅在獲得資料當事人的單獨同意的前提下）因上述（d）段所列的用途而把有關資料提供予下列人士（不論是否在香港境內或境外）：

(i) 任何浙商集團成員、代理人、承包商、分包商、服務供應商、浙商集團關聯公司（包括他們的僱員、董事、人員、代理人、承包商、服務供應商和專業顧問）；

(ii) 向本銀行提供與本銀行業務運作上有關的行政、電訊、電腦、支付、證券結算或其他服務的第三方服務供應商（包括其僱員、董事或人員）；

(iii) （如個保法要求，則僅在獲得有權審批的主管機關批准的前提下）任何機關；

(iv) 曾向浙商集團成員明示或默示地承諾將有關資料保密的任何人士；

(v) 任何認可機構（定義見《銀行業條例》）或於另一司法管轄區與資料當事人進行或擬進行交易的其他類似性質的認可或受規管機構；

(vi) 向支票開票人提供已付款支票副本（當中可能載有支票收款人的資料）的付款銀行；

(vii) 信貸資料服務機構（包括，如適用，信貸資料服務機構所使用的任何中央資料庫之經營者）；而在資料當事人拖欠款項的情況下，則可將該等資料提供給收數公司；

(viii) 任何與資料當事人已經或將會存在交易往來的承保人、保險經紀公司及保險代理機構；

(ix) 任何浙商集團成員根據對任何浙商集團成員具約束力或適用的法律規定，或根據上述（d）（xiv）、（d）（xv）及（d）（xix）段所列的目的，而有義務或被要求或被期望向其披露該等資料的任何人士；

(x) 本銀行對資料當事人或與資料當事人有聯繫的相關客戶的權利的任何實際或建議承讓人、參與人或附屬參與人或承讓人；及

(xi) 獲本銀行聘用作（d）（viii）段所列用途的：

(1) 任何浙商集團成員；

(2) 第三方金融機構、承保人、卡公司、證券及投資服務供應商；

(3) 第三方獎賞、客戶年資獎賞及優惠計劃供應商；

(4) 本銀行及任何其他浙商集團成員的聯營品牌合作夥伴（該等聯營品牌合作夥伴的名稱有可能列印於有關服務與產品（視屬何情況而定）的申請表內）；

(5) 慈善或非牟利機構；及

(6) 外聘服務供應商（包括但不限於專業顧問、寄件服務公司、電訊公司、電話推廣及直銷服務代理、電話服務中心、數據處理公司、資訊科技公司及市場調查公司）。

於個保法適用之情況下，在向第三方提供資料前，本銀行將向資料當事人告知接收方的名稱和聯繫方式、處理和提供其個人資料的目的和方式，以及將要提供的個人資料的種類。

(f) 在不影響下文第(l)段的一般性的情況下，本銀行可不時向信貸資料服務機構查閱及提取資料當事人的個人信貸資料，以檢討任何與現有信貸安排有關的下列事項：

(i) 增加信貸額；

(ii) 縮減信貸額（包括終止信貸或降低信貸額）；或

(iii) 與資料當事人制訂或實行債務重組計劃。

本銀行向信貸資料服務機構查閱資料當事人的個人信貸資料時，必須符合根據該條例核准和發出的《個人信貸資料實務守則》（「**該守則**」）及其他相關的監管規定。

(g) 本銀行不時就按揭收集或持有的所有資料當中，本銀行可（如個保法要求，則僅在獲得資料當事人的單獨同意的前提下）向信貸資料服務機構提供關於資料當事人的按揭帳戶一般資料（詳見下文）（包括其可能不時更新的任何資料）。

該等按揭帳戶一般資料指資料當事人的下列資料：全名、就每宗按揭的身份（即作為借款人、按揭人或擔保人）、香港身份證或旅遊證件號碼、出生日期或公司註冊日期、地址、每宗按揭的按揭帳戶號碼、每宗按揭的信貸種類、每宗按揭的按揭帳戶狀況（如生效、已結束、已撇帳）及每宗按揭的按揭帳戶結束日期（如適用）。

信貸資料服務機構會使用由本銀行提供的按揭帳戶一般資料統計個別資料當事人（不論是單名或與他人聯名，分別以借款人、按揭人或擔保人身份）不時持有的按揭宗數，於信貸資料服務機構的個人信貸資料庫內讓信貸提供者共用（須受該守則的規定所約束）。

(h) 在直銷推廣中使用資料

本銀行擬把資料當事人的資料用於直銷推廣，而本銀行爲該用途須獲得資料當事人同意（在適用法律允許的前提下，包括表示不反對）。就此，請注意：

(i) 本銀行或會將本銀行不時持有的資料當事人姓名、聯絡資料、產品及服務組合資料、交易模式及行爲、財務背景及人口統計數據用於直銷推廣；

(ii) 可用作促銷下列類別的服務、產品及項目：

(1) 財務、保險、信用卡、扣帳卡、銀行及相關服務與產品；

(2) 獎賞、客戶年資獎賞聯營品牌或優惠計劃及相關服務與產品；

(3) 本銀行的聯營品牌合作夥伴提供的服務及產品（該等聯營品牌合作夥伴的名稱可能列印於相關服務與產品（視屬何情況而定）的申請表內）；及

(4) 爲慈善及/或非牟利用途的捐款及捐贈；

(iii) 上述服務、產品及項目或會由本銀行及/或以下各方提供或（就捐款及捐贈而言）徵求：

(1) 任何其他浙商集團成員；

(2) 第三方金融機構、承保人、保險經紀公司、保險代理機構、卡公司、證券及投資服務供應商；

(3) 第三方獎賞、客戶年資獎賞或優惠計劃供應商；

(4) 任何浙商集團成員之聯營品牌合作夥伴；及

(5) 慈善或非牟利機構；

(iv) 除促銷上述服務、產品及項目之外，本銀行亦擬將以上（h）（i）段所述的資料提供予以上（h）（iii）段所述的全部或任何人士，以供該等人士用以促銷該等服務、產品及項目，而本銀行爲此用途須獲得資料當事人書面同意（包括單獨同意以及，在適用法律允許的前提下，表示不反對）；及

(v) 本銀行如以上（h）（iv）段所述將資料提供予其他人士可能會獲得金錢或其他財產的回報。如本銀行會因提供資料予其他人士而獲得任何金錢或其他財產的回報，本銀行會於以上（h）（iv）段所述通知資料當事人，並徵求資料當事人同意或不反對。

如資料當事人不希望本銀行將其資料用於或提供予其他人士作上述的直銷推廣用途，資料當事人可隨時通知本銀行以行使其拒絶直銷推廣的權利，此安排並不收取任何費用。

(i) 根據及按照該條例、該守則及/或個保法的條款，任何資料當事人有權：

(i) 查核本銀行是否持有其資料及查閱該等資料，但（如個保法要求）本銀行有義務對該等資料進行保密除外；

(ii) 要求本銀行更正有關其不準確的資料；

(iii) 查明本銀行對於資料的政策及慣例，並獲告知本銀行持有的個人資料類別；

(iv) 要求獲告知會慣常地披露予信貸資料服務機構或收數公司的資料項目；

(v) 要求獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司查閱及更正資料要求；

(vi) 就本銀行已向信貸資料服務機構提供的個人信貸資料（包括關於按揭的資料）方面，於悉數清償欠款以終止帳戶時，指示本銀行要求有關信貸資料服務機構從其資料庫中刪除與該已結束的帳戶有關的任何資料，惟是項指示必須於帳戶終止後五年內發出，且該帳戶在緊接帳戶終止之前五年內，並無超過60天的拖欠還款紀錄；

(vii) 要求本銀行刪除其個人資料；

(viii) 限制或者拒絕對其個人資料進行處理；

(ix) 要求對其個人資料處理規則進行解釋說明；

(x) 要求本銀行提供將資料當事人的個人資料轉移至其指定的第三方的途徑，但本銀行僅在適用法律規定的情況下方會向該第三方提供訪問及獲取相關個人資料的途徑；

(xi) 撤回其對處理其個人資料的同意（資料當事人應注意，資料當事人撤回其同意不影響撤回前基於其同意已進行的個人資料處理活動的效力）；及

(xii) 在通過自動化決策方式作出對其權益有重大影響的決定的情況下，要求對該等事項進行解釋以及拒絕本銀行僅通過自動化決策的方式作出決定。

(j) 如戶口出現拖欠還款情況，除非拖欠金額在由出現拖欠日期起計60天屆滿前全數清還或撇帳（因破產令導致者除外），否則由信貸資料機構所持有的帳戶還款資料（詳見下文）可在該拖欠款項全數清還後繼續保留五年。帳戶還款資料包括上次到期的還款額、上次報告期間（即緊接本銀行最近一次向信貸資料機構提供帳戶資料之前不超過31天的期間）所支付的還款額、剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額、逾期還款日數、清還過期欠款的日期及全數清還超過60天的欠帳的日期（如有的話））。

(k) 如資料當事人因被頒布破產令而導致戶口任何金額被撇帳，不論其帳戶還款資料（定義見以上（j）段）是否顯示有超過60天的欠帳，由信貸資料機構所持有的帳戶還款資料可在該拖欠款項全數清還後繼續保留五年，或由資料當事人獲解除破產令（其須提出證據將此事通知信貸資料機構）的日期起計保留五年（以較先出現的情況計算）。

(l) 本銀行考慮任何信貸申請（包括續批現有信貸額度）或不時進行信貸審查時，可向信貸資料服務機構提取有關資料當事人的信貸報告或查閱資料當事人的資料庫。假如資料當事人希望查閱該信貸報告，本銀行會提供有關信貸資料服務機構的聯絡詳情。

(m) 本銀行或前文（e）段所指從本銀行取得有關資料的任何人士，可按其認為合適的方式（以及，如個保法要求，則僅在獲得資料當事人的單獨同意的前提下）處理、保存、轉移或披露資料當事人的資料到任何司法管轄區（無論在香港境內或境外）。該等資料亦可根據該司法管轄區當地的慣例和法律、規則和規例（包括任何政府措施和指令）而處理、保存、轉移或披露。

(n) 本銀行可將有關資料當事人的個人資料處理及儲存工作，外判予位於香港境外、即中國內地的本行總行。因此，個人資料可能由本銀行轉移至香港境外的本銀行總行，並被該處查閱或處理。當個人資料於香港境外處理時，非香港機關可能根據相關司法管轄區的適用法律及法規，有權要求查閱該等個人資料。資料當事人確認，倘本銀行將個人資料（包括但不限於）處理及儲存外判予位於中國內地的本銀行總行， 本銀行總行在收到中國內地機關的有效要求時，或根據中國內地適用法律法規的其他規定，可向該等機關披露與資料當事人於本銀行的帳戶及交易有關的資料（包括其個人資料），以協助該等機關履行其法定、監督、執法或監管職能。

(o) 本銀行有權就處理任何查閱資料的要求收取合理費用。

(p) 本通告並不限制資料當事人根據該條例、個保法以及其他適用法律所享有的權利。

(q) 根據該條例，資料當事人可要求查閱或更正資料，或索取資料以了解本銀行的資料政策和慣例及所持有的資料種類。此等要求應向下列人士提出：

浙商銀行股份有限公司(香港分行)
香港中環康樂廣場8 號
交易廣場三期15樓
資料保護主任
傳真：（852）2320 3089

(r) 如中英文版本有任何歧義，概以英文版本為準。

二 0 二六年二月

CZBANK 浙商银行

PBD/2026/02

Opt-out Request Form

Date: ___________________

To: Opt-out Request Processing Team
CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)
15th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong

Facsimile: 2320 3089

Instruction: To opt-out from **CHINA ZHESHANG BANK CO., LTD. (HONG KONG BRANCH)** (the "**Bank**") using or providing your data to other persons for use in direct marketing, please complete this form and return it to us.

Customer Name	
Identification Document /Business Registration No. (Please provide first 5 letters/numbers (e.g. A2468)	
Contact Phone No.	
Effective Date	
Type of Direct Marketing Opt-out Request	☐Direct Marketing ☐ Electronic Direct Marketing

This serves as my / our instruction to the Bank to opt out of receiving product promotions or direct marketing materials from the Bank by the type(s) of direct marketing mentioned above.

I / We confirm that the information given above is correct and complete and agree to be bound by the applicable terms and conditions of the Bank.

The above options represent my / our present choice of whether or not to receive direct marketing contact or information. This replaces any choice previously communicated to the Bank.

CUSTOMER'S SIGNATURE: ______________________

Note:

1. The request is applicable to your personal accounts only. For the joint account, each account holder will fill in "Opt-out Request Form" separately.

2. This request will be processed within 14 business days after the Bank receives this application form and this request applies to all accounts maintained by you at the Bank.

3. Signature(s) must match the specimen records of any relevant personal accounts with the Bank.

4. Please note that the above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Bank's Data Policy Notice, as amended from time to time. Please refer to the Data Policy Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

CZBANK 浙商银行

PBD/2026/02

拒收直銷推廣申請表

日期：____________________________

致： 處理拒收直銷推廣申請部門
浙商銀行股份有限公司(香港分行)
香港中環康樂廣場8 號
交易廣場三期15樓

傳真： 2320 3089

指示：若閣下不希望**浙商銀行股份有限公司(香港分行)**（「**銀行**」）將閣下的資料用於或提供予其他人士作直銷推廣用途，請填妥並交回本表格。

客戶名稱	
身份證明文件 / 商業登記證號碼（請提供頭5位字母/號碼（例如: A2468）	
聯絡電話號碼：	
生效日期：	
拒收之直銷推廣類別：	☐直接直銷推廣 ☐電子直銷推廣

現通知銀行本人 / 吾等不欲收取銀行經上述直銷推廣類別所發出之產品宣傳或直銷推廣。

本人/吾等確認以上資料均屬正確及完整，並同意接受銀行的戶口及有關服務條款及細則所約束。

以上是本人/吾等目前就是否接收直銷推廣聯繫或資訊所作出的選擇，並將取代本人/吾等以往曾向銀行表明的選擇。

客戶簽署： ____________________

註：

(4) 上述申請只適用於閣下之個人戶口，如聯名戶口欲同時申請拒收直銷推廣，每一戶口持有人需分別填妥「拒收直銷推廣申請表」。

(5) 此項申請於銀行收取此表格後 14 個工作天內處理完成，並適用於本人/吾等於銀行之所有戶口。

(6) 簽署式樣須與銀行之任何一個相關個人戶口記錄相符。

(7) 請注意，閣下以上選擇適用於銀行不時修訂的資料政策通告內列明的各類產品、服務及/或項目的直銷推廣。此外，請留意該通告所述可能會被用於直銷推廣的個人資料類別，以及可能會獲提供閣下的個人資料作直銷推廣用途的人士。

Appendix(2)
附錄（2）

Disclosure Statements
披露通告

Risk Disclosure of Foreign Currency Conversion
外幣買賣的風險聲明

Foreign currency deposit is subject to exchange rate fluctuations which may involve risks. If a customer chooses to convert the foreign currency into Hong Kong dollar or other foreign currencies, the customer may make gain or suffer loss as the result of the fluctuation in the exchange rate of foreign currency.
外幣存款受匯率波動而產生風險。客戶如將外幣兌換為港元或其他外幣時，可能受外幣匯率變動而獲利或虧損。

Risk Disclosure of Renminbi (“RMB") Conversion
人民幣兌換風險披露

RMB is subject to exchange rate risk and currently not freely convertible. Conversion of RMB via or by, and provision of RMB Services by banks in Hong Kong is subject to relevant RMB rules and regulations, other restrictions, and regulatory requirements in Hong Kong, which might be changed from time to time without notice.
人民幣乃受制於匯率風險，以及人民幣現時並非自由兌換貨幣。透過或由香港銀行進行的人民幣兌換或提供的人民幣服務，須受限於若干人民幣相關法規或其他限制及香港監管要求，該等規定及要求將不時更改而不作另行通知。

Disclosure relating to Deposit Protection
有關存款保障的披露

Subject to the exceptions as set out in the Deposit Protection Scheme Ordinance (Chapter 581 of the Laws of Hong Kong), the deposits in current accounts, savings accounts and time deposits accounts are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong (“Scheme"). Some products, including but not limited to time deposits with a maturity exceeding 5 years, currency-linked deposits, structured investment deposits, bearer instruments, offshore deposits as well as financial products such as bonds, stocks, mutual funds, unit trusts and insurance policies, will not be protected under the Scheme.
除載於《存款保障計劃條例》（香港法例第 581 章）的例外情況，往來賬戶及儲蓄賬戶的存款及定期存款是符合香港的存款保障計劃（“計劃”）資格的存款。某些產品，包括但不限於超過 5 年期存款、外幣掛鈎存款、結構性投資存款、不記名證書、離岸存款以及金融產品如債券、股票、互惠基金、單位信託基金及保險單等皆將不受該計劃保障。