

## APPLICATION FOR CASHIER'S ORDER AND REMITTANCE 銀行本票及匯款申請書

Please	"✓" where applicable i	請在適當空格內加"V	" Please complete ir	1 BLOCK LETTER	S 請用正楷填寫				
Ref. No	o. 諮詢編號 :				Date 日期:				
	hier's Order 銀行本票		nsfer 本地匯款	□ T/T 電匯	☐ Transfer to C	CEBHK Accoun	t 轉賬至光大銀行香;	港分行賬戶	
	ner's Information 客戶了 ner's Name 客戶名稱	<del>食料</del> 			Т	Tel. No.電話			
Debit A	A/C No. 支付賬戶號碼								
Paymen	nt Currency & Amount	貨幣及金額							
Charge	es Debit A/C No.支付費	用之賬戶號碼			С	Currency 貨幣			
Benefic	ciary's Information 收款	大資料 (For Cashier's C	L Order /Loacl Transfer/TT/Transfer to	CEBHK Account 供銀行本	票/本地匯款/電匯/轉賬至光;	大銀行香港分行賬戶填	寫)		
59	Beneficiary	Name 名稱							
	收款人	Address (optional for local Transfer) 地址 (本地匯款可選填)							
		Country 國家							
□ C€	ertification of the purcha	ser(s) at the back of t	he Cashier's Order requi	red 請於銀行本票責	·頁証實該票的購買>	者			
			Transfer to CEBHK Account 供本記	也匯款/電匯/轉賬至光大銀行	香港分行賬戶填寫)				
59	Beneficiary Account								
32A	收款人賬戶號碼 / 國際銀行賬戶號 Why Data (if any) 原 熱 は 執 日 (ba 左)								
32A	value Date (II any)	e (if any) 匯款付款日 (如有)							
57	Beneficiary's Bank 收款人之銀行	Name 名稱							
		Address 地址址							
		Country 國家	SWIFT / Ban	k Code 國際銀行代	瑪/銀行代碼	CNAPS Cod	e.內地銀行代碼		
56A	Intermediary Bank (if any) 中轉銀行 (如有)	Name 名稱							
		Address 地址							
		Country 國家	SWIFT / Ban	k Code 國際銀行代	馬/銀行代碼	CNAPS Cod	e.內地銀行代碼		
70	Message to Beneficiary 給收款人的附言 (Max. 105 English characters or 21 Chinese words only 最多可 105 個英文字母或 21 個中文字)								
70									
71	Remittance Charges	匯款費用							
/1	□ I/We pay local bank charges and the beneficiary pays beneficiary bank charges 本地銀行費用由本人/吾等支付,收款銀行費用由收款人支付□ I/We pay local bank charges and beneficiary bank charges (Please refer to Conditon 7 printed overleaf) 本地銀行和收款銀行費用由本人/吾等支付 (請參閱背頁所載條款第7條)								
	Local bank and l	beneficiary bank charg B Remittance ONLY*	ges are to be deducted fro '如屬人民幣跨境匯款	om the amount remit 至國內,必須提供	ed 本地銀行和收款: Category of Remittan	.銀行費用從匯素 nce*(choose ON	饮金額中扣除 E only) 匯款類別*(只	(選一項)	
72	For Cross-border RMB Remittance ONLY* 如屬人民幣跨境匯款至國內,必須提供 Category of Remittance*(choose ONE only) 匯款類別*(只選一項) □ Cross-border Payment (Individual) 個人客戶匯款 □ Cross-border Trade 貨物貿易 □ Cross-border Service Trade 服務貿易 □ Cross-border Capital Transfer 資本項下跨境支付 □ Charity Donation 慈善捐款 □ Other Current Account Transaction 其他經常項目								
<u>C                                    </u>				arity Donation 慈善	捐款 □ Oti	ther Current Acc	ount Transaction 其他	心經常項目 	
I/We do form, e regulat: (the "A a copy contave been du	excluding the Hong Kon ions or rules in the Mai Applicable Rules"). I/W of such approvals as ne ene the Applicable Rule	that my/our instruction g Special Administrate nland China and the refurther confirm that cessary. The Bank is s or (ii) if any approv	ns herein involve cross bive Region, the Macao Sequirements as designate all approvals required (if fully authorised and has al is required for carryin event, I/we will hold the	pecial Administrative of by Hong Kong Mo any) for carrying ou the absolute right to g out such instructio	e Region and Taiwan), onetary Authority or the t such instructions have refuse to carry out my n, I/we fail to present	), such remittance the relevant clear we been duly obt y/our instruction t such document	es will not contravene ring bank in Hong Kon ained and I/we shall properties (i) which in the opin s showing that the rele	any applicable laws, ng from time to time rovide the Bank with tion of the Bank may evant approvals have	
本人/甚 反准(如有 足) 足) 足) 足) 足)	5.等聲明,本人/吾等於 1內地任何適用法律、 有)已妥爲獲得且本人有 1用法律,或(ii)在執行 1.行前述情况而産生或9	去規或規則及香港金 「需要時向貴行遞交言 該指示時需取得任何 與前述有關的任何損	華人民共和國(" <b>中國內</b> 地 融管理局或相關清算行 该等批准的複印件。本 [批准,而本人/吾等未] 失、成本或費用的損害	不時制定的要求(以 人/吾等授權貴行及 是供顯示該等批准已 。	下統稱" <b>適用規則"</b> ) 貴行擁有絕對權利拒 安爲取得的證據(且	。本人/吾等進- 互絕執行本人/吾 該等證據需爲了	一步確認,執行該等 等的指示,若該指示 責行所接受)。本人/吾	指示所需的一切批 法(i)在貴行看來可能 多等將確保貴行不	
instruct 本人/吾	tions have been clearly, 各等授權貴行扣除以上	accurately and compl	or the lawful purpose det etely set out in this form 市用途並同意受背頁所載	before signing it.	•	•		•	
作實。 Authorised Signatory(ies) 授權簽字人簽署:									
								S.V.	
For Ba	nnk Use Only 銀行専用	1							
Prepare	•	Checked By		Approved By		Remarks			



### Renminbi Remittance 人民幣匯款須知

Cross-border remittances to or from the mainland or other places outside Hong Kong are subject to the rules and requirements of the jurisdiction of the originating end and the receiving end.

往來內地或其他香港以外地區的跨境匯款,受限於收款及付款方所在地的相關規則和要求。

#### Personal Customer Remittance to the mainland 個人客戶匯款到內地

Renminbi remittance to the mainland is only available to Hong Kong residents, under the condition that the Renminbi funds are remitted to the remitter's own account (same name personal account on the mainland). Please note that the RMB remittance to the mainland may be rejected if it does not meet the relevant rules and requirements on the mainland. Please check with the receiving bank in the mainland whether the account can be used to deposit cross border Renminbi funds. The upper limit of the daily aggregate amount remitted to the mainland per person is CNY 80,000.

只接受香港居民申請人民幣匯款到內地的同名人民幣戶口。請注意,如匯往內地的人民幣匯款不符合內地的相關規則和要求,有關匯款或會被退回。請自行向收款銀行查證擬收匯戶口是否具備存入境外人民幣匯款的條件。現時每人每天匯往內地的匯款上限為人民幣 80,000 元。

For non-residents and remittance outside Hong Kong are subject to the rules and requirements of the jurisdiction of the originating end and the receiving end. For enquiry of arrangements, please call the relationship manager.

非香港居民往來內地或其他香港以外地區的跨境匯款,受限於收款及付款方所在地的相關規則及要求。如有查詢,請致電本行客戶經理。

#### Corporate Customer/Company Account Remittance to the mainland 企業/公司客戶匯款到內地

Remittance to the mainland is allowed for settlement of trade (including goods and services) and such other purposes as allowed by the mainland authorities. Corporate customers are required to indicate the purpose of payment on each Renminbi remittance to the mainland (Cross-Border Renminbi Remittance). If no indication of purpose is given, the remittance may be delayed or rejected.

匯款到內地限於貿易結算(包括貨物貿易與服務貿易)及其獲他得內地當局批准的匯款用途。未有提供匯款用途的匯款可能會延遲處理或被退匯。

On each Cross-Border Renminbi Remittance instruction, corporate customers please provide the corresponding Payment Purpose of the related Transaction or Business by referring to below Table.

在申請辦理跨境人民幣匯款時,企業客戶請按下表的交易/業務種類提供符合該筆匯款的匯款用途。

# Relationship of Payment Purpose and Transaction & Business Category for Cross border Renminbi remittance of corporate and business accounts 企業/公司客戶人民幣匯款到內地的「匯款用途」與交易/業務種類參照表

Payment Purpose	Transaction & Business Category					
匯款用途	交易/業務種類					
Cross-Border Goods Trade 貨物貿易	Cross-border settlement conducted for trade in goods, including individual retail consumptions, general merchandise, goods for processing, goods required for repairing, goods procured in ports by carriers, transactions to be settled by letter of credit, bills for collection, payment of import equipment and advanced payment, etc. 包括個人購物、一般貨物、用於加工的貨物、修理所需的貨物、運輸工具在港口購買的貨物,以及信用證、進口代收、進口設備付款、預付貨款等					
Cross-Border Service Trade 服務貿易	Cross-border settlement conducted for trade in services, including individual bill payments, services or fees relating to transportation; travel; communications; construction services; installation projects and their subcontract services; insurance; financial services; computer and information services; royalties and license fees; sports and entertainment; water, electricity and gas bills to be paid by corporations or financial institutions; rent; audit fees; hotel accommodation fees; legal fees; 包括個人賬單支付、與運輸有關的服務、旅遊、通信服務、建築安裝及勞務承包服務、保險、金融服務、電腦和資訊服務、專有權利使用費和特許費、體育文化和娛樂服務、企業或金融機構支付水電煤費用、租金、審計費、酒店房費、律師費、宣傳費、廣告費、版權費、設計費、調研費用、公司註册費、醫療費用、前面未有提及的政府服務、其他商業服務等					
Cross-Border Capital Transfer 資本項下跨境支付	Capital account transactions, (capital transfers and acquisition/disposal of nonproductive or non-financial assets), capital injection, capital reduction, capital payment, direct investments, securities investments, other investments, shareholder's loan/repayment, other capital payments as approved by relevant regulatory authorities, fund transfers for foreign direct investment ("FDI") by enterprises and RMB Qualified Foreign Institutional Investor ("RQFII") projects by enterprises, bonds, fund transfer between enterprises, individual investments, etc. 包括資本賬戶(資本轉移和非生產、非金融資產的收買/放棄)、增資、減資、資本金投入、直接投資、證券投資、其他投資、股東貸款/還款、特批資本項目、境外對內地直接投資(「FDI」)資金匯劃(公司)、人民幣合資格境外機構 投資者(「RQFII」)(公司)、債券、公司之間的資金調撥、個人投資等					
Charity Donation 慈善捐款	Donation to charities (non-profit making organizations) 捐款(非牟利機構)					
Other Current Account Transactions 其他經常項目	Income and current transfers, remittance of profits, bonus, dividend payment, tax payment and scholarships, etc. 包括收益和經常轉移、利潤匯出、分紅、股息、交稅、獎學金等					

#### Conditions

Please read and understand these Condtions:

- 1. China Everbright Bank Co., Ltd., Hong Kong Branch ("the **Bank**") shall not be liable for any loss or damage due to omission or delay in sending any message relating to this remittance or in payment or in giving advice of payment; loss of any items or any messages or signals in transit or transmission or otherwise; mutilation, error, omission, interruption or delay in transmission or delivery of any item, message, signals, letter, telegram or cable; or any action or omission of correspondents, sub-agent, other agency or any other party involved in The Clearing House Automated Transfer System (if applicable); or declared or undeclared war; censorship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction or other act of a domestic or foreign government or other group or groups exercising governmental powers, whether de jure or de facto; or breakdown or mal-function in or of any computer, mechanical or electronic instruments, apparatus or device; or any act or event beyond the Bank's control.
- 2. The Bank may send message(s) relating to the remittance either in words or in cipher and shall not be liable for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for any misrepresentation of the message, or any part thereof, by any of the Bank's correspondents, or any delay, error caused by the payment or remittance system of the correspondents' country. In any event and to the greatest extent permitted by applicable laws, the Bank shall not be liable for any loss of profit or loss under any contract or any special, indirect or subsequent loss.
- 3. The Bank may, under circumstances determined by the Bank, require the remitter or any of the authorised persons to confirm the application by means of telephone before acting on the same. The Bank may refuse to act on the application in the absence of such confirmation (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant application), without responsibility or liability on the Bank's part for any such refusal or delay in acting as a result.
- 4. This application shall be subject to acceptance by the Bank at its absolute discretion and the Bank reserves the right not to process any remittance if the Bank is of the opinion that the information given is incomplete or is not sufficiently clear. The Bank shall not be liable for any delay in processing any remittance or for its decision in not processing the same where any information given is, in the opinion of the Bank, incomplete or is not sufficiently clear.
- 5. The application for remittance, once accepted by the Bank, may not be cancelled without the Bank's written consent. In considering whether to accept any request by the remitter for cancellation of remittance the Bank may take into account, inter alia, whether it has received satisfactory confirmation from its correspondents that the remittance has been duly withheld and cancelled. If the Bank agrees to cancel the remittance, such agreement will always be subject to the applicable conditions as the Bank may impose from time to time.
- 6. Subject to Condition 3 above, in the absence of specific instructions, the remittance will be effected in the currency of the country to which the payment is to be made.
- 7. All charges/commission outside Hong Kong are for the beneficiary's account and deducted from the proceeds of the remittance unless specified otherwise. If so specified for the remitter's account, such charges/commission shall be charged in accordance with the Bank's prevailing charge tariff schedule but whether the beneficiary can receive the full amount of remittance will depend on the practice adopted by the Bank's correspondent and/or beneficiary bank involved. The Bank is entitled to reimbusement from the remitter for the expenses of the Bank, its correspondents and agents. Additional charges (including charges levied by the beneficiary bank and or the Bank's correspondent) may be imposed by some beneficiary banks. These charges may be deducted from the remittance amount depending on the practice of such banks and the beneficiary may as a result not be able to receive the full amount of remittance, regardless of the remitter's payment instruction stated overleaf or otherwise.
- 8. The Bank reserves the right to send a remittance from a different place (other than the one specified by the remitter) if operational circumstances so require.
- 9. The Bank is not responsible to advise the remitter of (i) any exchange control or other restriction which may be imposed by the laws or regulations of the country where payment of the remittance is to be effected (the Bank shall not be liable for any loss or delay arising from or in connection with such exchange control or restriction. The remitter is advised to make his/her own enquiries about any exchange control or restriction); or (ii) any charges which may be imposed by the Bank's correspondents.
- 10. Subject to Condition 3 above, the Bank will use reasonable endeavours to process applications received by the Bank on or before the next working day (a day (other than a Saturday or Sunday) on which banks are opened for general business in Hong Kong).
- 11. If payment of remittance is to be completed on a particular date, the remitter shall state such date as the value date on this application form overleaf, provided always that the Bank shall have the sole and unfettered discretion whether to accept any application with a stated value date and if it so accepts, the Bank shall not be liable for any loss or damage incurred by the remitter and / or beneficiary and /or any other party if the payment is not received by the beneficiary or the beneficiary's bank on the stated value date by reason of any event or cause beyond the control of the Bank or any to the Bank's correspondents nor shall the Bank be responsible as to when the beneficiary's bank pays the beneficiary, or if it fails to do so, to recover payment from it. In particular, if the value date is stated as the same day on which the application is accepted or deemed to be accepted, the Bank will not warrant that the beneficiary's bank or the beneficiary will receive the remittance on the same day of the date of acceptance or deemed acceptance of the application as the remittance will be subject to, inter alia, the cut-off time relating to the geographical location of destination of the remittance.
- 12. If a refund of the remittance amount is desired from the Bank by the remitter, the Bank shall, at its discretion, make the payment to the remitter at the prevailing buying rate for the relevant currency less all charges and expenses.
- 13. The Bank is entitled to collect from the remitter all remittance charges and other charges including those collected or to be collected by the Bank's correspondent(s), agent(s) or sub-agent(s) in connection with carrying out the instructions in accordance with the Bank's prevailing charge tariff schedule.
- 14. The Bank reserves the right to revise all remittance charges and these conditions from time to time without any notice.
- 15. The remitter must ensure each of his/her instructions which involve cross border remittances to the Mainland of China must not contravene any applicable laws, regulations or rules in the Mainland of China and the requirements as designated by Hong Kong Monetary Authority or the relevant clearing bank in Hong Kong from time to time (the "Applicable Rules"). The remitter shall also ensure that all approvals required (if any) for carrying out his/her instructions under the Applicable Rules have been duly obtained and shall provide the Bank with a copy of such approvals as necessary. The Bank has the absolute right to refuse to carry out any instruction (i) which in the opinion of the Bank may contavene the Applicable Rules or (ii) if any approval is required for carrying out such instruction, but the remitter fails to present such documents showing the relevant approval has been duly obtained to the Bank's satisfaction. In any event, the remitter shall hold the Bank harmless against any loss, cost or expense the Bank may suffer or incur in connection therewith or arising therefrom.
- 16. The Bank will not be liable for any loss, cost or expense incurred or suffered by the remitter by reason of the Bank's failure to carry out any instruction(s) of the remitter if such instruction(s) is/are not carried out due to (i) the Bank's suspicion that the relevant monies are the proceeds of money laundering and / or terrorist financing; and/or (ii) an injunction or order restricting the Bank from carrying out the relevant instruction(s) has/have been given or issued by any public authority of any competent jurisdiction; and/or (iii) any of the Bank's correspondents (including, if applicable, correspondent banks in the Mainland of China) act or refuse to act, in such a manner that prevents the carrying out of any such instruction(s).
- 17. The conditions herein contained shall be in addition to and shall not prejudice any other agreement(s) or terms and conditions between the Bank and the remitter. If any provision or part of these conditions shall be invalid, all other provisions shall remain in full force and effect.
- 18. Remitter may not include conditions to be satisfied before payment can be released to the beneficiary as neither the Bank nor the beneficiary banks can accept responsibility for policing such conditions.
- 19. The remitter agrees and authorises the Bank to disclose any personal data relating to the remitter collected by the Bank from time to time for such purposes and to such person (whether the recipient is located in Hong Kong or another country, or in a country that does not offer the same level of data protection as Hong Kong) in accordance with the Bank's policies on use and disclosure of personal data. Such policies are set out in statements, circulars, terms and conditions or notice made available by the Bank to its customers from time to time. The remitter also agrees and authorises the Bank to (i) use the collected data for the purpose of meeting the requirements to make disclosure under the requirements of any law, regulation, code or guideline, court order or any regulatory authority in any jurisdiction, and (ii) disclose to any person to whom the Bank is required or permitted to do so by any law, regulation, code and guideline, court order or any regulatory authority in any jurisdiction.
- 20. No person other than the Customer or the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of the Conditions.
- 21. The conditions of the General Conditions for Accounts (except to the extent expressly inconsistent therewith) shall be applicable to the services that the remitter applies for under this Application for Cashier's Order and Remittance with same effect.
- 22. In the event of there being any difference between the English and Chinese versions of these conditions, the English version shall prevail.



#### 請細閱及明瞭下列條款:

- 1. 倘因下列情況而引致之任何損失或損害,包括:是次匯款之任何相關信息寄發、付款或付款通知的遺漏或延誤;任何物件或訊息或訊號在寄發或傳送途中或其它情況下的遺失;傳送或交付任何文件、訊息、訊號、書信、電報或越洋電報的損毀、錯誤、遺漏、中斷或延誤;中國光大銀行股份有限公司香港分行("本行")的代理行、分代理人、其他代理人或清算所自動轉帳系統(如適用)的任何其他涉及方的任何行為或疏忽;已宣佈或沒有宣佈的戰爭;審查制度;封鎖;叛變;騷亂;本地或外地政府或其他事實上或法律上行使政府權力的一個團體或者多個團體的任何法律、制令、規則、管制、限制或其他行為;或任何電腦、機械或電子儀器、設備或裝置之故障或失靈;或其它本行不能控制之事故,本行概不負責。
- 2. 本行可將匯款之一切相關訊息以文字或密碼發出,而本行不對訊息傳輸過程中可能發生的任何遺失、延誤、錯誤、遺漏或毀壞或本行的任何代理行錯誤陳述該訊息或其任何部份,或本行代理行所在國家的支付或匯款系統導致的任何延誤或錯誤承擔責任。在任何情況下及在適用法律允許的最大程度內,本行均不需對利潤的任何損失、任何合約項下的損失,或特別、間接、或繼起之損失負上任何責任。
- 3. 本行在按此匯款申請行事前,可自行決定有需要時要求匯款人或其獲授權人士的任何一人以電話確認此匯款申請。如本行未能獲得上述的確認,本行可拒絕按此匯款申請行事(在此情況下本行有絕對酌情權決定如何處置有關的匯款申請);本行無須為因此作出的拒絕或延遲行事而負上任何責任。
- 4. 本行可自行決定是否接受此申請。如本行認爲匯款申請書中的資料不完整或不清晰,本行保留不處理有關匯款的權利,且對延遲處理有關匯款或者對作出不處理有關匯款的決定毋須承擔任何責任。
- 5. 匯款的申請為本行接納後,未經本行的書面同意不可取消。於考慮是否接受匯款人取消匯款的要求時,本行可考慮的 其中一項因素是本行是否已經接獲代理行關於已停止及取消有關匯款的令本行滿意的確認。假若本行同意取消匯款, 匯款人將受本行不時適用的條款所約束。
- 6. 在上述條款(3)之規限下,除非另有特別指示,匯款將以收款國家之貨幣作出。
- 7. 如沒有特別指示,在香港以外的一切收費/佣金,由收款人支付並從匯款金額中扣除。如註明該等收費/佣金由匯款人支付,該等收費/佣金根據本行當時釐定之收費收取,但收款人能否收取匯款全數,則受有關本行的代理行及/或收款銀行的所採用之慣例的約束。本行有權就本行、本行的代理行及代理人的開支獲得匯款人的補償。部份收款銀行可能會徵收額外收款手續費(包括收款銀行及本行的代理行的收費),不論匯款人於背頁或其他地方的付款指示如何説明,視乎該等銀行的慣例,該等收費或會從匯款金額中扣除,收款人會因此不能收到匯款金額的全數。
- 8. 如因操作情况所需,本行得保留權利於匯款人指定地點以外的不同地點發出匯款
- 9. 本行並無責任就下列各項告知匯款人: (i) 收款國當地法律或法規所施加之外匯管制或其他限制 (本行亦毋須就該等管制及限制引致的或與之有關的任何損失或延誤承擔任何責任, 匯款人應自行查詢有關之外匯管制或限制);及(ii) 本行的代理行可能收取之任何費用。
- 10. 受限於上述條款(3),本行會盡合理努力於收到匯款申請的當天或下一個工作天處理申請。在此而言,工作天指香港的銀行通常營業日(星期六及星期日除外)。
- 11. 如匯款需要在某個指定日期支付,匯款人需要在背頁匯款申請書指明該日期為匯款的付款日,惟本行具有單方面的且不受限制的酌情權決定是否接受具有任何指定匯款付款日的匯款申請,但如本行接受該申請,本行對由於任何本行或任何本行的代理行所不能控制的事件或原因而令致收款人或收款銀行未能在指定之日收取匯款而引致匯款人及/或收款人及/或任何其他人士的損失不承擔任何責任,本行亦毋須對收款銀行何時對收款人作出支付負責,在收款銀行未能支付的情況下本行亦毋須負責向其追討任何款項。如付款日與匯款申請獲接受或被視為獲接受之日期為同一日,由於匯款可能受收款地區的截數時間及其它因素所限制,故本行並不保證收款銀行或收款人可以在匯款申請獲接受或被視為獲接受之同一日收到匯款。
- 12. 若匯款人需要本行退還匯款,本行可自行酌定以有關貨幣適用買入價折算,並於扣除所需之收費及其它費用後退款予 匯款人。
- 13. 本行有權向匯款人收取所有有關匯款收費及其它費用,包括本行之一個或多個的代理行、代理人或分代理人執行匯款 指示有關之收費,費率則根據本行當時釐定之收費計算。
- 14. 本行可不時調整匯款之收費及本條款而不作通知。
- 15. 匯款人必須確保其作出的任何涉及向中國內地的跨境匯款的指示不會違反中國內地任何適用法律、法規或規則及香港金融管理局或相關清算行不時制定的要求(以下統稱"適用規則")。匯款人應同時確保在適用規則項下執行其指示所需的一切批准(如有)已妥爲獲得且匯款人有需要時向本行遞交該等批准的複印件。本行擁有絕對權利拒絕執行匯款人的指示,若該指示 (i) 在本行看來可能違反適用規則,或 (ii) 在執行該指示時需取得任何批准,而匯款人未提供顯示該等批准已妥爲取得的證據(且該等證據需爲本行所接受)。在任何情形下,本行若遭受或引致與任何前述情况相關的或由之産生的任何損失、成本或費用,匯款人應確保本行得到相應補償。
- 16. 若本行因以下理由無法執行匯款人的指示 (i) 本行懷疑相關款項為洗錢及/或資助恐怖份子的款項;及/或 (ii) 任何擁有司法管轄權的公共機關下發出的禁令或命令,限制本行執行相關指示;及/或 (iii) 任何本行的代理行 (包括,如適用,在中國內地的代理行)採取或拒絕採取任何行動而導致相關指示無法執行,本行將不會因未執行相關指示而對匯款人所遭受的任何損失、成本或費用負責。
- 17. 本條款獨立于本行與匯款人之間的任何其他的約定或條款與細則,且不影響後者的效力。若本條款任何條文或部份失效,所有其他條文仍具有十足效力及作用。
- 18. 匯款人不可加入匯款支付予收款人前需要滿足的附帶條件,原因是本行或收款銀行不能接受監察該等條件是否已獲滿足的責任。
- 19. 匯款人同意並授權本行可將本行不時蒐集的有關匯款人之任何個人資料,根據本行有關使用及披露個人資料政策,用於其中所述用途及向其中所述人士披露(不論接收人是在香港或另一國家,或在並不提供與香港同等程度的資料保障的國家)。該等政策於本行不時備有供客戶索取之聲明、通函、條款及條件或通知中載明。匯款人亦同意並授權本行可將所蒐集的資料(i)用以符合任何司法管轄區的法律、法規、法令或指引、法院命令或監管機構之要求,及(ii)向本行被任何司法管轄區的法律、法規、法令或指引、法院命令或監管機構所要求或獲允許向其作出披露的任何人士作出披露。
- 20. 除客戶及本行外,並無其他人有權按《合約(第三者權利)條例》(香港法例第623章)強制執行本條款的任何條文或享有本條款任何條文下的利益。
- 21. 賬戶一般條款的條款(除非與本條款有差異)同樣適用於匯款人於本行本票及匯款申請書項下所申請的服務。
- 22. 如此等條款的中文本與英文本義有差異,應以英文本為準。